

COMMITTEE OF THE WHOLE MEETING
No. 2015-01-2
TUESDAY, JANUARY 20, 2015

6:30 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

1. Ordinance amending Chapter 10 (Alcoholic beverages) of the Village's Code of Ordinances to require the submission of State Sales Tax and County Liquor Tax Return Information for Renewal of a Liquor License and to otherwise provide for the Nonrenewal, Revocation and Suspension of Liquor Licenses for violations of State and County Tax Laws
2. Ordinance amending Appendix B of the Village of Glenwood's Code of Ordinances titled, Schedule of Fees in order to increase Water Rates to pass along increases imposed by Chicago Heights
3. Resolution authorizing the participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorizing the Finance Director or Mayor to approve Contract with the Lowest Cost Electricity for a period up to 24 months.
4. Approval of Maintenance Agreement with Current Technologies for all Village Cameras not to exceed \$17,000

OPEN TO THE PUBLIC

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

ADJOURNMENT

Sincerely,



Donna M. Gayden
Village Administrator

Posted and distributed 1/16/15

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING CHAPTER 10 (ALCOHOLIC BEVERAGES) OF THE VILLAGE'S CODE OF ORDINANCES TO REQUIRE THE SUBMISSION OF STATE SALES TAX AND COUNTY LIQUOR TAX RETURN INFORMATION FOR RENEWAL OF A LIQUOR LICENSE AND TO OTHERWISE PROVIDE FOR THE NONRENEWAL, REVOCATION AND SUSPENSION OF LIQUOR LICENSES FOR VIOLATIONS OF STATE AND COUNTY TAX LAWS

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 20TH DAY OF JANUARY, 2015**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 20th day
of January, 2015.

ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING CHAPTER 10 (ALCOHOLIC BEVERAGES) OF THE VILLAGE'S CODE OF ORDINANCES TO REQUIRE THE SUBMISSION OF STATE SALES TAX AND COUNTY LIQUOR TAX RETURN INFORMATION FOR RENEWAL OF A LIQUOR LICENSE AND TO OTHERWISE PROVIDE FOR THE NONRENEWAL, REVOCATION AND SUSPENSION OF LIQUOR LICENSES FOR VIOLATIONS OF STATE AND COUNTY TAX LAWS

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

WHEREAS, pursuant to the Illinois Liquor Control Act of 1934, as amended, and the Village of Glenwood's Code of Ordinances, the Village has the authorization to determine the categories of liquor licenses and the number of each category of license that may exist within the Village of Glenwood;

WHEREAS, the corporate authorities of the Village of Glenwood find and determine that it is necessary for the Village to have information on the amount of alcoholic liquors that are sold within the Village so that it can determine whether the type and number of liquor licenses available in the Village of Glenwood are sufficient;

WHEREAS, Section 5/6-3 of the Illinois Liquor Control Act of 1934, as amended, (235 ILCS 5/6-3) authorizes the Village's Liquor Commission to refuse to renew a liquor license or otherwise pursue the suspension or revocation of a liquor license for certain violations of any tax act administered by the Illinois Department of Revenue;

WHEREAS, the Village of Glenwood receives a share of the sales tax revenue collected by the State and has an interest in the full payment of all taxes imposed upon the sale of liquor in the Village;

WHEREAS, the Board of Trustees of the Village of Glenwood have determined that it is in the best interests of the Village's health and welfare to amend its Code of Ordinances as provided herein in order to require the submission of State sales tax and County liquor tax return information for renewal of a liquor license and to otherwise provide for the nonrenewal, revocation and/or suspension of liquor licenses for violations of state and county tax laws; and

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

SECTION 1: Recitals.

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

SECTION 2: Amendment to Section 10-42 of the Code of Ordinances.

Section 10-42 (Renewal; not to be construed as a vested right) of Chapter 10 (Alcoholic Beverages) of the Village of Glenwood's Code of Ordinances shall herein be amended to state in its entirety as follows:

Sec. 10-42. Renewal; not to be construed as a vested right.

(a) Any person licensed under the provisions of this article for a premises may renew his license for the premises at the expiration thereof provided: (1) he is then qualified to receive a license for the premises; (2) the premise for which such renewal

is sought are suitable for such purpose; (3) the licensee provides the Village with a correct copy of all tax returns submitted by the licensee to the State of Illinois Department of Revenue for the premises pursuant to the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et.seq.* for the one year period immediately preceding the May 1st date for which a renewed liquor license is requested; and (4) the licensee provides the Village with a correct copy of all tax returns submitted by the licensee to Cook County for the premises pursuant to the Cook County Alcoholic Beverage Tax Ordinance for the one year period immediately preceding the May 1st date for which a renewed liquor license is requested.

(b) The renewal of a liquor license as provided for in this section shall not be construed to be a vested right which shall in any case prevent the Village from decreasing the number of licenses for any category of license or from otherwise imposing any new regulations or requirements for any type of license.

SECTION 3: Addition of new section 10-43.5 to the Code of Ordinances.

Chapter 10 (Alcoholic Beverages) of the Village of Glenwood's Code of Ordinances shall herein be amended by adding new Section 10-43.5 which shall state in its entirety as follows:

Sec. 10-43.5. Violation of State and County Tax Acts; nonrenewal, revocation or suspension of license.

(a) In addition to any other grounds specified in this Chapter, the Village Liquor Commission shall refuse to renew a liquor license or may suspend or revoke any liquor license, when, after the issuance of written charges and a hearing conducted pursuant to the procedures set forth in 235 ILCS 5/7-5, it is determined that the license holder violated any of the following tax laws or regulations administered by either the Illinois Department of Revenue or Cook County:

1. Failure to file a required tax return.
2. The filing of a fraudulent return.
3. Failure to pay all or part of any tax or penalty determined to be due.
4. Failure to keep required book and records.
5. Failure to secure and display any required certificates or sub-certificates of registration.

6. Wilful violation of any rule or regulation of the Illinois Department of Revenue or of Cook County relating to the administration or enforcement of any tax liability.

(b) Upon receiving notice from the Illinois Department of Revenue or Cook County that a violation of any of the above items 1 through 6 of subsection (a) have been corrected or otherwise resolved to the satisfaction of the Illinois Department of Revenue or Cook County, the Village Liquor Commissioner may vacate any order of revocation or suspension or otherwise renew a liquor license if the renewal is otherwise justified.

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 in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

SECTION 7: Repealer.

The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the Village to the extent there may be any conflict.

PASSED by roll call vote this 20th day of January, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 20th day of January, 2015.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

ORDINANCE NO. 2015 - _____

**AN ORDINANCE AMENDING APPENDIX B OF THE VILLAGE OF GLENWOOD'S
CODE OF ORDINANCES TITLED, SCHEDULE OF FEES IN ORDER TO INCREASE
WATER RATES TO PASS ALONG INCREASES IMPOSED BY CHICAGO HEIGHTS**

**ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 20th DAY OF JANUARY, 2015**

Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Glenwood, Cook
County, Illinois this 20th day
of January, 2015.

ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING APPENDIX B OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES TITLED, SCHEDULE OF FEES IN ORDER TO INCREASE WATER RATES TO PASS ALONG INCREASES IMPOSED BY CHICAGO HEIGHTS

WHEREAS, the Village of Glenwood obtains its water pursuant to a contract it has with Chicago Heights;

WHEREAS, Chicago Heights purchases the water it sells to Glenwood from Hammond, Indiana at a price that is tied to the cost of water charged by Chicago to its customers;

WHEREAS, pursuant to its contract with Chicago Heights, Glenwood pays Chicago Heights for the cost of the water it receives from Hammond plus a delivery charge that is subject to periodic CPI adjustments;

WHEREAS, Chicago Heights has informed Glenwood that, effective February 14, 2015, it will pass along an increase in water costs it received from Hammond in the amount of \$1.16 per thousand gallons;

WHEREAS, Chicago Heights has also informed Glenwood that it will increase Glenwood's delivery charge by the CPI as soon as it is determined;

WHEREAS, it is estimated that Glenwood's delivery charge will increase by an additional \$.04 per thousand gallons;

WHEREAS, the Village finds that is necessary to pass along the water cost and delivery charge increases it will receive from Chicago Heights;

WHEREAS, the Corporate Authorities of the Village of Glenwood have determined that the public health and welfare necessitates that the operation and maintenance costs for the usage of the Village's combined water and sewerage system be revised in order to increase the such

costs by \$1.20 per thousand gallons; and

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

SECTION 1: RECITALS.

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

SECTION 2: AMENDMENT TO CHAPTER 106 OF APPENDIX B OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES.

That portion of Appendix B to the Village of Glenwood's Code of Ordinances titled, Schedule of Fees, which contains the fees and charges required under the various provisions of Chapter 106 of the Village of Glenwood's Code of Ordinances shall herein be amended to and after amendment shall provide in its entirety as follows:

CHAPTER 106 UTILITIES		
106-36	Sewer permit and inspection fee	See Sections 22-84(1)(a) and 22-84(1)(b) of Appendix B
106-66	Drain layer, annual license fee	\$50.00
106-134	Water and sewer connection fees:	
	Water connection fee	See Section 22-84(5) of Appendix B
	Sewer connection fee	See Section 22-84(6) of Appendix B
106-136	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-163	Water Charges	
106-163(a)(1)	Operation and Maintenance Charge: Rate, per 1,000 gallons	\$8.93
106-163(a)(1)	Operation and Maintenance Charge non-residential: Minimum monthly charge based on 5000 gallons	\$44.65
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 2,000,000 million but	\$7.26

	less than 3,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 3,000,000 million but less than 4,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$7.20
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 4,000,000 million but less than 5,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$7.13
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 5,000,000 million but less than 6,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$7.06
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 6,000,000 million but less than 7,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$7.00
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 7,000,000 million gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$6.93
106-163(a)(2)	Debt Service Charge, per month	\$0.00
106-163(a)(3)(a)	Depreciation Fund Charge: Residential users, per month	\$6.60
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, per 1,000 gallons	\$1.75
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, Minimum monthly charge based on 5000 gallons	\$8.75
106-163(a)(5)	Storm Water Maintenance Fee; per month	\$5.00
106-163(c)	Residential water accounts deposit	\$75.00
106-163(c)	Commercial water accounts deposit	\$300.00
106-163(c)	Industrial water accounts deposit	\$325.00
106-163(d)	Portion of charge calculated for residential sewer only users pursuant to subsection (3) of section 106-163(d)	\$10.00
106-167	Fee for the late payment of a water bill	\$35.00
106-169	Delinquency fee	\$100.00
106-169	Additional Fee for reconnection after normal business hours	\$200.00

106-170	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-197	Reconnection fee after discontinuance of service	\$200.00

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

SECTION 5: REPEALER.

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

SECTION 6: EFFECTIVE DATE.

This Ordinance shall immediately be in full force and effect and shall be applied to all water bills issued on or after February 1, 2015. This ordinance shall be published in pamphlet

form.

PASSED by roll call vote this 20th day of January, 2015.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 20th day of January, 2015.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

Redline
(changes)

costs by \$1.20 per thousand gallons; and

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

SECTION 1: RECITALS.

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

SECTION 2: AMENDMENT TO CHAPTER 106 OF APPENDIX B OF THE VILLAGE OF GLENWOOD'S CODE OF ORDINANCES.

That portion of Appendix B to the Village of Glenwood's Code of Ordinances titled, Schedule of Fees, which contains the fees and charges required under the various provisions of Chapter 106 of the Village of Glenwood's Code of Ordinances shall herein be amended to and after amendment shall provide in its entirety as follows:

CHAPTER 106 UTILITIES		
106-36	Sewer permit and inspection fee	See Sections 22-84(1)(a) and 22-84(1)(b) of Appendix B
106-66	Drain layer, annual license fee	\$50.00
106-134	Water and sewer connection fees:	
	Water connection fee	See Section 22-84(5) of Appendix B
	Sewer connection fee	See Section 22-84(6) of Appendix B
106-136	Missed appointment--Weekday	\$50.00
	Missed appointment--Weekend	\$150.00
106-163	Water Charges	
106-163(a)(1)	Operation and Maintenance Charge: Rate, per 1,000 gallons	\$7.738.93
106-163(a)(1)	Operation and Maintenance Charge non-residential: Minimum monthly charge based on 5000 gallons	\$38.6544.65
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 2,000,000 million but	\$6.067.26

Redline
(changes)

	less than 3,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 3,000,000 million but less than 4,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$6.00 <u>7.20</u>
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 4,000,000 million but less than 5,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.93 <u>7.13</u>
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 5,000,000 million but less than 6,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.86 <u>7.06</u>
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 6,000,000 million but less than 7,000,001 gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.80 <u>7.00</u>
106-163(a)(1)	Operation and Maintenance Charge: Rate per 1,000 gallons for industrial/commercial users of more than 7,000,000 million gallons of water in a month and have one water meter and only one sanitary sewer connection to the Village's sanitary sewer system	\$5.73 <u>6.93</u>
106-163(a)(2)	Debt Service Charge, per month	\$0.00
106-163(a)(3)(a)	Depreciation Fund Charge: Residential users, per month	\$6.60
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, per 1,000 gallons	\$1.75
106-163(a)(3)(b)	Depreciation Fund Charge: Non-residential users, Minimum monthly charge based on 5000 gallons	\$8.75
106-163(a)(5)	Storm Water Maintenance Fee; per month	\$5.00
106-163(c)	Residential water accounts deposit	\$75.00
106-163(c)	Commercial water accounts deposit	\$300.00
106-163(c)	Industrial water accounts deposit	\$325.00
106-163(d)	Portion of charge calculated for residential sewer only users pursuant to subsection (3) of section 106-163(d)	\$10.00
106-167	Fee for the late payment of a water bill	\$35.00
106-169	Delinquency fee	\$100.00
106-169	Additional Fee for reconnection after normal business hours	\$200.00

RESOLUTION NO. 2015 - _____

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE FINANCE DIRECTOR OR MAYOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY FOR A PERIOD UP TO 24 MONTHS.

WHEREAS the Village Of Glenwood ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison, will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, municipalities across the State now look to enter the market to purchase electric power in order to mitigate some of the economic impact of rising rate, which, on a practical basis, can best be accomplished by using a third party who will serve as a broker for the municipalities and has the knowledge and experience to seek bids from the various electricity providers; and,

WHEREAS, the Village of Glenwood has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy due to NIMEC's municipal experience and the fact that NIMEC is a municipal Collaborative which will be aggregating the energy needs of members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, there is no cost to join NIMEC, with the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, being built into the prices bid by the electricity, so there will be no direct payment made to NIMEC by the Village; and,

WHEREAS, Commonwealth Edison will no longer offer fixed rate for large or medium sized commercial accounts and will instead charge based on a floating hourly rate and the Village desires to enter the market to secure a fixed rate, up to 24 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs.

Section 2. That the Finance Director or Mayor is authorized to negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Glenwood.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Finance Director or Mayor is hereby authorized to sign the contract with the most optimal bidder, with the Finance Director or Mayor being hereby directed to place said contract on the first available Village Board regular meeting following the execution thereof by the Finance Director or Mayor for ratification by the Village Board.

Section 4. That the Village Board is authorized to name the Finance Director or Mayor as designee in matters concerning the bid.

Section 5. The Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

ADOPTED this 20th day of January 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED by me this 20th day of January, 2015.

Kerry Durkin, Village President
Village of Glenwood, Cook County, Illinois

ATTESTED and filed in my office,
This 20th day of January, 2015.

Ernestine Dobbins, Clerk
Village of Glenwood, Cook County, Illinois

This Surveillance Maintenance Agreement (“Agreement”) entered into on _____ between Current Technologies Corporation (CTC) and _____ Village of Glenwood (Glenwoodie) (“Client”) hereby replaces any and all prior written or oral agreements, promises, conditions, covenants, understandings or representations of any kind be it express, implied, statutory or otherwise, that is not expressly set forth herein:

1. CTC’s Maintenance Service: In consideration of the payments set forth herein, CTC hereby agrees to provide Maintenance labor services, including all labor to maintain the following:

Location	Make	Model	Serial #
Glenwoodie Golf Course			
Pro Shop NE Corner		Axis M3204	00408CBA8660
Pro Shop SW Corner		Axis M3204	00408CBA960B
Hall East Cash Register		Axis M3204	00408CBA9608
Hall West Cash Register		Axis M3204	00408CBA865F
Bar Cash Register		Axis M3204	00408CBA9609
Kitchen\Liquor Storage		Axis M3204	00408CBA960A
Bar Grill Area		Mobotix Q24M	00:03:C5:09:97:29
Parking Lot SW		Axis P1344-E	00408CA28465
Parking Lot Main Ent		Axis P1344-E	00408CA2846A
Parking Lot NW		Axis P1344-E	00408CA28466
Cart Area		Axis P1344-E	00408CA28469
Walk-in cooler		Axis P1344-E	00408CA28463
Banquet Hall East		Axis M3204	00408CB1B10B
Banquet Hall West		Axis M3204	00408CB1B109

NE Restaurant		Axis M3204	00408CB1B10A
Liquor Storage		Mobotix Q24M	00:03:C5:09:98:12
Parking Lot 1		Axis P1344-E	00408CBF794B
Parking Lot 2		Axis P1344-E	00408CBF795C
Parking Lot 3		Axis P1344-E	00408CBF7952
Parking Lot 4		Axis P1344-E	00408CBF7957
Parking Lot 5		Axis P1344-E	00408CBF795F
Lobby - Banquet Hall B		Axis M3204	00408CC14739
Lobby - Front Door		Axis M3204	00408CC149EE
Lobby - Banquet Hall A		Axis M3204	00408CC14862
GWGC-MILESTONE	Server	Dell R720	D6ZZW8Z1
GWGC-ViewingPC1	Viewing PC	HP Z220	2ua33018tp
South AP		5460APUSG	606IMC8980
West AP		5460APUSG	606IMC8975
South SM 1		5400SM	606IME5092
West SM1		5400SM	606IMLS992
West SM2		5400SM	606IMLS990

("Equipment"). CTC's Maintenance Services shall include the labor to repair and/or replace, as needed, said, and the associated labor to service/replace the Equipment. The Equipment shall be replaced at the CTC's sole discretion. Regardless of any requests made by the Client, CTC shall provide routine maintenance of the Equipment on a quarterly basis.

The costs to renew or update software or to purchase replacement Equipment for the Client is not included in the Maintenance Fee but will be invoiced to the Client along with the costs associated with the shipping/handling and applicable sales tax. All Equipment and new software purchases under \$2,500.00 and all software renewal fees shall require 100% prepayment; all other purchases (including but not limited to hardware, software or combined hardware/software) in excess of \$2,500.00 shall require a 50% payment up front deposit with the balance due within 15 days of invoice.

CTC does not guaranty the functionality, life expectancy, quality or suitability of any existing Equipment. In the event the Equipment, or any part thereof, is replaced, CTC shall make recommendations of substituted compatible equipment. If the Client elects to proceed with replacement of some, but not all of the recommended replacement equipment, CTC cannot guaranty the functionality of the replaced equipment with the existing equipment.

2. Client's Payment. In consideration of the terms, conditions, covenants and promises set forth in this Agreement and for CTC to reserve sufficient time to perform CTC's Maintenance Service, the Client agrees to pay CTC an **Annual Maintenance Fee of \$5,996.37** CTC acknowledges that the travel time and labor fees are incorporated into the Maintenance Fee.

The Maintenance Fee is locked in from increases for a period of one (1) year from the execution of the Agreement.

All Maintenance Agreements must be pre-paid in order for the maintenance Agreement to be in effect. Current Technologies reserves the right to increase the Maintenance Agreement fee each year - as this is a one year agreement.

However, in the event that CTC is called in to effectuate the same or related repair to the Equipment, and CTC has previously recommended the replacement of the Equipment, or any part thereof, in writing to correct the repair, all such subsequent calls shall fall outside the scope of this Agreement and CTC shall have the right to bill service call and all related parts at standard rates, including travel fees.

3. Exclusions from Agreement: Exclusions to the Agreement are, but not limited to, the following:
- a. This Agreement does not include software renewals
 - b. This Agreement does not include moving, changing or adding equipment
 - c. This Agreement does not include incidents which void the manufacturer's warranties such as vandalism, acts of nature, etc.
 - d. This Agreement does not include the costs, taxes, delivery expenses additional equipment.
 - e. This Agreement does not include intentional acts of Client, or Client's employees, agents, associates, or third parties, that damage or injure the systems through computer virus or other malicious activity on the Equipment and/or related software.

4. CTC's Standard Response Time: The Parties hereto understand, agree and acknowledge that at certain times, CTC may not be able to comply with the following Standard Response Time, but CTC will strive to provide timely service and provide the following minimum service levels:

- Remote service within 1 Hour for network down emergencies
- Onsite service within 4 Hours for network down emergencies
- Remote service within 4 Hours for non-emergency work
- The Primary assigned consultant can typically be scheduled for onsite service when we have 1-3 days advance notice.

In the event of acts of god, strikes, lockouts, labor stoppage or other labor difficulties, explosions, sabotage, accidents, riots or civil unrest, acts of war, acts of terrorism, fire, flood or other casualty, governmental moratorium, legal requirement, delay or disruption caused by the other party, or any other cause or causes beyond such party's reasonable control and CTC cannot comply with the Standard Response Time, CTC will contact the Client within the aforesaid time frames and advise the Client when CTC will be able to address the issues.

5. The attached Terms and Conditions are made a part herein by reference. CTC reserves the right to modify its Terms and Conditions and shall update the same on its website and the updated Terms and Conditions shall be made a part of this Agreement; CTC shall provide notice to the Client of any modifications to the Terms and Conditions and it shall be the Client's duty and responsibility to review CTC's website at the following location, URL: <http://www.currenttech.net/terms.pdf>. By signing this Agreement the Client represents that it has read and understood its obligations under this paragraph and the Terms and Conditions.

6. Breach and Enforcement. In the event of a breach of this Agreement, the non-breaching party's continued obligations under this Agreement shall not be relieved until and unless the breach is cured. The breaching party shall be required to pay all damages, expenses and costs incurred by the non-breaching party, including attorney's fees and court costs incurred in enforcing this Agreement. The Parties understand, acknowledge and agree this Agreement is being entered into in DuPage County Illinois and all such actions to enforce the terms of this Agreement shall occur within DuPage County Illinois.

7. Covenant Not to Solicit CTC's Employees. Client understands that in order to better serve the Client, CTC may elect to assign an employee or consultant to perform the Maintenance Service. At CTC's request, the Client shall provide sufficient space for CTC to work at the Client's office in order to perform CTC's Work under this Agreement. Client will receive, come in contact with and have access to during the term of Agreement, with CTC's employees and consultants. Client shall not directly or indirectly, during term of this Agreement and for a period of two (2) years thereafter, contact, solicit, employ or contract with, or cause a

third party to contact, solicit, employ or contract with, any employee of CTC or consultant. This provision shall survive the termination of this Agreement.

8. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

9. Notices. All notices and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, mailed by certified or registered mail (postage prepaid, return receipt requested), sent prepaid by reputable overnight courier or sent by confirmed telecopier, addressed as follows:

if to CLIENT: _____ _____ _____ email: _____	with copy to: _____ _____ _____ _____ _____ _____
if to CTC CTC 1423 Centre Circle Downers Grove IL 60515 Email: _____	_____ _____ _____ _____

or to such other address and/or such other addressee as any of the above shall have specified by notice hereunder. Each notice or other communication which shall be delivered personally, mailed or telecopied in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. Amendments and Modifications. This Agreement may not be amended, modified or changed in any respect except in writing duly signed by the party against whom enforcement of such amendment, modification or change is sought.

11. Binding Effect; Benefits. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, transferees, successors and permitted assigns. The party executing this Agreement hereby represents and warrants that it has the requisite authority to execute the Agreement on behalf of, and to bind, the entity it is executing the Agreement. In the event a Party to this Agreement or its successors or assigns or a third party

seeks to challenge the authority of the individual(s) who executed this Agreement, the party to whom the challenge is made as to the requisite authority shall be responsible to seek to enforce this Agreement and take all steps necessary to effectuate the acceptance of this Agreement by the challenged Party. The challenged Party and the individual who executed this Agreement shall be, jointly and severally, responsible for the payment of any and all reasonable attorney's fees and costs that are incurred by the non-challenged party as a result of said challenge and/or any resulting litigation that arises from the challenge.

12. Entire Agreement. This Agreement constitutes the sole and entire Agreement of the parties with respect to the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Current Technologies Corporation:

Client:

By: _____
Its president

By: _____
Its _____

This Surveillance Maintenance Agreement (“Agreement”) entered into on _____ between Current Technologies Corporation (CTC) and _____ Village of Glenwood (“Client”) hereby replaces any and all prior written or oral agreements, promises, conditions, covenants, understandings or representations of any kind be it express, implied, statutory or otherwise, that is not expressly set forth herein:

1. CTC’s Maintenance Service: In consideration of the payments set forth herein, CTC hereby agrees to provide Maintenance labor services, including all labor to maintain the following:

Location	Make	Model	Serial #
POLICE DEPARTMENT			
PD Front Lobby 1	Axis Camera	Axis P3301-V	00408CBC018D
PD-Interview Room	Axis Camera	Axis P3301-V	00408CBC00C4
PD-Prisoner Entrance	Axis Camera	Axis P3301-V	00408CBC00C3
PD-Sally Port 1	Axis Camera	Axis P3343-VE	00408CBFA9CE
PD-Sally Port 2	Axis Camera	Axis P3343-VE	00408CBFA9CA
PD-Booking Room 1	Axis Camera	Axis P3301-V	00408CBC00C2
PD-Booking Room 2	Axis Camera	Axis P3301-V	00408CBC00C1
PD-Booking Hallway 1	Axis Camera	Axis P3301-V	00408CBC018A
PD-Comms	Axis Camera	Axis P3301-V	00408CBC018B
PD-Jail Cell 1	Axis Encoder	Axis 243SA Encoder	00408CC0C194
PD-Jail Cell 2	Axis Encoder	Axis 243SA Encoder	00408CC0C198
PD-Jail Cell 3	Axis Encoder	Axis 243SA Encoder	00408CC0C702
PD-Jail Cell Shower	Axis Encoder	Axis 243SA Encoder	00408CC0C703
PD-Evidence Hallway 1	Axis Camera	Axis M3204	00408CC14B4D
PD-Evidence Hallway 2	Axis Camera	Axis M3204	00408CC14709
PD-Evidence Room	Axis Camera	ACTi ACM-3511	00:0F:7C:06:F8:11

PD-Squad Room	Axis Camera	Axis	00408CBBE434
PD-Interview Room Covert	Axis Camera	Axis P1204	ACCC8E035FE7
PD-Interview Room Wall	Axis Camera	Axis P3364-V	00408CF96183
PD - Basement	Allied Telesys Switch	Allied Telesys AT-8000S	A03229R111400552 A3
PD - Dispatch	Allied Telesys Switch	Allied Telesys AT-8000S	
PD - Basement	Dell Server	Dell PowerEdge R710	GGXYWQ1
PD - Basement	Dell Storage	Dell PowerVault MD3200	GBKPXQ1
PD - Dispatch	HP	HP z220	2UA30108MP
PD-Dispatch HD1	Dell	Dell Constellation ES ST500NM0011	Z1M0Q6GB
PD-Dispatch HD2	Dell	Dell Constellation ES ST500NM0011	Z1M0Q70J
VILLAGE HALL			
VH-Chambers 1	Axis Camera	Axis P3346	00408CC0265D
VH-Chambers 2	Axis Camera	Axis P3346	00408CC0265E
VH-Chambers 3	Axis Camera	Axis P3346	00408CC02660
VH-Lobby	Mobotix Camera	Mobotix Q24M	
VH-Business Counter 1	Axis Camera	Axis M3204	
VH-Business Counter 2	Axis Camera	Axis M3204	
VH - Network Room	Allied Telesys Switch	Allied Telesys AT-8000S	
OUTDOOR			
Courtyard	Speco IP Camera	Speco IP	

PD Entrance	Speco IP Camera	Speco IP	
West VH	Speco IP Camera	Speco IP	
West VH Lot	Speco IP Camera	Speco IP	
PD East Parking	Speco IP Camera	Speco IP	
PD North Water Tower	Speco IP Camera	Speco IP	
VH Main Entrance	Speco IP Camera	Speco IP	
VH East Stairs	Speco IP Camera	Speco IP	
PD North PTZ	Axis Camera	Axis Q6034-E	00408CC02DE5
VH South PTZ	Axis Camera	Axis Q6034-E	00408CC02DE4
Village - NEW			
Replacement Camera for Banquet Bar Registers	Vivotek	FD8163	
Replacement Camera for Banquet Bar Registers	Vivotek	FD8163	
Additional Camera for Restaurant/Bar	Vivotek	FD8163	
Replacement Camera for Pro Shop	Axis	P3365-V	
Replacement Camera for SW Building	Vivotek	FD8363	
Replacement Camera for South Parking Pole	Vivotek	IP8371E	
Replacement Camera for South Parking Pole	Vivotek	IP8371E	

Switch South Parking Pole	HP	HP 2530-8	
Office Hallway Move	HP Switch	HP 1910-24	

(“Equipment”). CTC’s Maintenance Services shall include the labor to repair and/or replace, as needed, said, and the associated labor to service/replace the Equipment. The Equipment shall be replaced at the CTC’s sole discretion. Regardless of any requests made by the Client, CTC shall provide routine maintenance of the Equipment on a quarterly basis.

The costs to renew or update software or to purchase replacement Equipment for the Client is not included in the Maintenance Fee but will be invoiced to the Client along with the costs associated with the shipping/handling and applicable sales tax. All Equipment and new software purchases under \$2,500.00 and all software renewal fees shall require 100% prepayment; all other purchases (including but not limited to hardware, software or combined hardware/software) in excess of \$2,500.00 shall require a 50% payment up front deposit with the balance due within 15 days of invoice.

CTC does not guaranty the functionality, life expectancy, quality or suitability of any existing Equipment. In the event the Equipment, or any part thereof, is replaced, CTC shall make recommendations of substituted compatible equipment. If the Client elects to proceed with replacement of some, but not all of the recommended replacement equipment, CTC cannot guaranty the functionality of the replaced equipment with the existing equipment.

2. Client’s Payment. In consideration of the terms, conditions, covenants and promises set forth in this Agreement and for CTC to reserve sufficient time to perform CTC’s Maintenance Service, the Client agrees to pay CTC an **Annual Maintenance Fee of \$10,154.63** CTC acknowledges that the travel time and labor fees are incorporated into the Maintenance Fee.

The Maintenance Fee is locked in from increases for a period of one (1) year from the execution of the Agreement.

All Maintenance Agreements must be pre-paid in order for the maintenance Agreement to be in effect. Current Technologies reserves the right to increase the Maintenance Agreement fee each year - as this is a one year agreement.

However, in the event that CTC is called in to effectuate the same or related repair to the Equipment, and CTC has previously recommended the replacement of the Equipment, or any part thereof, in writing to correct the repair, all such subsequent calls shall fall outside the scope of this Agreement and CTC shall have the right to bill service call and all related parts at standard rates, including travel fees.

3. Exclusions from Agreement: Exclusions to the Agreement are, but not limited to, the following:
- This Agreement does not include software renewals
 - This Agreement does not include moving, changing or adding equipment
 - This Agreement does not include incidents which void the manufacturer's warranties such as vandalism, acts of nature, etc.
 - This Agreement does not include the costs, taxes, delivery expenses additional equipment.
 - This Agreement does not include intentional acts of Client, or Client's employees, agents, associates, or third parties, that damage or injure the systems through computer virus or other malicious activity on the Equipment and/or related software.

4. CTC's Standard Response Time: The Parties hereto understand, agree and acknowledge that at certain times, CTC may not be able to comply with the following Standard Response Time, but CTC will strive to provide timely service and provide the following minimum service levels:

- Remote service within 1 Hour for network down emergencies
- Onsite service within 4 Hours for network down emergencies
- Remote service within 4 Hours for non-emergency work
- The Primary assigned consultant can typically be scheduled for onsite service when we have 1-3 days advance notice.

In the event of acts of god, strikes, lockouts, labor stoppage or other labor difficulties, explosions, sabotage, accidents, riots or civil unrest, acts of war, acts of terrorism, fire, flood or other casualty, governmental moratorium, legal requirement, delay or disruption caused by the other party, or any other cause or causes beyond such party's reasonable control and CTC cannot comply with the Standard Response Time, CTC will contact the Client within the aforesaid time frames and advise the Client when CTC will be able to address the issues.

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acknowledge and agree this Agreement is being entered into in DuPage County Illinois and all such actions to enforce the terms of this Agreement shall occur within DuPage County Illinois.

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8. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

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if to CLIENT: _____ _____ _____ email: _____	with copy to: _____ _____ _____ _____
if to CTC CTC 1423 Centre Circle Downers Grove IL 60515 Email: _____	_____ _____ _____ _____

or to such other address and/or such other addressee as any of the above shall have specified by notice hereunder. Each notice or other communication which shall be delivered personally, mailed or telecopied in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

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11. Binding Effect; Benefits. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, transferees, successors and permitted assigns. The party executing this Agreement hereby represents and warrants that it has the requisite authority to execute the Agreement on behalf of, and to bind, the entity it is executing the Agreement. In the event a Party to this Agreement or its successors or assigns or a third party seeks to challenge the authority of the individual(s) who executed this Agreement, the party to whom the challenge is made as to the requisite authority shall be responsible to seek to enforce this Agreement and take all steps necessary to effectuate the acceptance of this Agreement by the challenged Party. The challenged Party and the individual who executed this Agreement shall be, jointly and severally, responsible for the payment of any and all reasonable attorney's fees and costs that are incurred by the non-challenged party as a result of said challenge and/or any resulting litigation that arises from the challenge.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Current Technologies Corporation:

Client:

By: _____
Its president

By: _____
Its _____