

COMMITTEE OF THE WHOLE MEETING

No. 2015-02-1

TUESDAY, FEBRUARY 3, 2015

6:30 P.M.

CALL TO ORDER

ROLL CALL

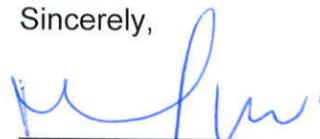
ADMINISTRATION

1. Installation of audio system for Conference Room and additional items as stated in the proposal by Tru Heart Productions at a cost not to exceed \$3,600.00
2. Water rate increase from \$8.93/1,000 gallons to \$12.00/1,000 gallons
3. Installation of Well at Water Plant #1 192<sup>nd</sup> & Hickory at a cost not to exceed \$175,000.00
4. Line launching in a pilot area for sanitary sewer work by Performance Pipeline, Inc. in an amount not to exceed \$8,000.00
5. SCADA System Bid
6. Repair a collapsed sewer line at the Glenwood Academy by Calumet City Plumbing at a cost not to exceed \$20,000.00 which will be paid out of TIF Funds
7. Intergovernmental Agreement between Villages of Glenwood, Homewood and Thornton
8. Authorization for the Board of Fire and Police Commissioners to proceed with the hiring process to appoint two (2) Police Officers
9. Acknowledgement Letter from Chicago Southland Convention & Visitors Bureau
10. Agreement for use of property between Village of Glenwood and E-COM

OPEN TO THE PUBLIC

ADJOURNMENT

Sincerely,



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Donna M. Gayden  
Village Administrator

Posted and distributed 1/30/15

## Scope of Work

This proposal details the installation of a professional audio recording system for the Village of Glenwood small conference room located at One Asselborn Way, Glenwood IL 60425. The construction and design of this meeting room presents some unique challenges that require expertise in understanding the science of sound, mic and loud speaker placement. Tru Heart Productions has developed an exemplary reputation for providing quality sound and video reinforcement services in some of the most challenging acoustic environments. We look forward to using our 20+ years of experience in designing and installing the BEST solution for the Village of Glenwood while still being very cost conscious. Please review the options below.

### AUDIO

Description	Quantity		
Surface mount condenser boundary microphones	2		1200
XLR Phantom powered Mixer	1		500
Display desk and setup for ELMO	1		400
Equipment Rack	2		500
XLR Light for bottom rack	1		200
Power Conditioner	1		400
Professional Installation & Tech support, cables/wiring/grommets, conduit & delivery			400
<b>Total for Job AUDIO</b>			<b>3600.00</b>

### TERMS

\$1800 due at contract acceptance. Remaining balance of \$1800 due upon completion.

This system will be connected to existing CD recording equipment. Tru Heart Productions will provide a 90 day warranty on all installation services. Equipment warranties are provided by the specific manufacturers.

### Timeline for project:

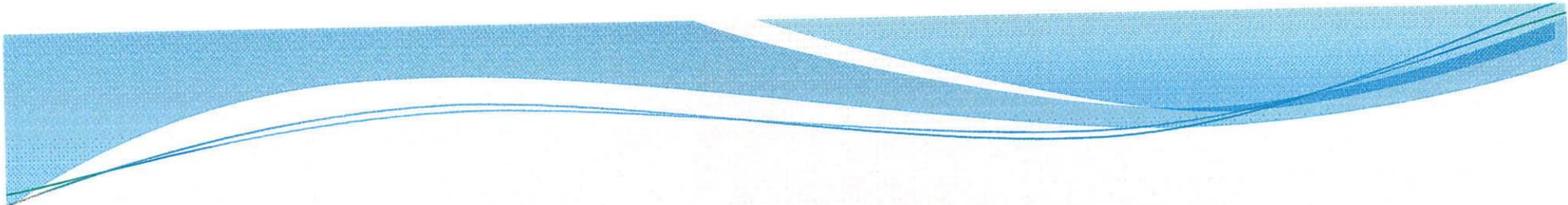
Equipment will be ordered after contract execution. Estimated delivery and install: Approx 3 weeks



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# Water Rate Study FY 2015 / 2016

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- The Village of Glenwood looked at water rates in 2007 And created a depreciation fund for capital improvements to the water distribution system. A rate was set for water based on the cost to produce water including the depreciation fund.
  - The water rates have gone up in the last several years but they are pass through costs from the supplier.
  - With the added costs to produce water and this not being considered with the pass through increases the depreciation fund is being used for daily operations.

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- In order to insure the Water/Sewer Fund is adequately funded for operations and capital improvements a committee was formed to look at the current costs.
  - To determine a rate the information was gathered from Fiscal Years ending in 2012, 2013, 2014 and estimated 2015.
  - The information used was the end of year audits, expenditures, revenues and amount of water billed for those years.

## Water Revenues and Expenditures Based on FY 2011 / 2012 Audit and Billing for the Fiscal Year

Water billing usage is billed in a 2 month cycle for residential

Month/Yr	Residential Gallons	Month /Yr	Commercial Gallons
5/11	6,203,000	5/11	12,606,200
5/11,6/11	13,791,000	6/11	12,374,170
6/11,7/11	14,672,000	7/11	14,110,800
7/11,8/11	18,882,000	8/11	14,179,110
8/11,9/11	12,678,000	9/11	11,138,810
9/11,10/11	12,581,000	10/11	12,571,660
10/11,11/11	11,263,000	11/11	11,052,670
11/11,12/11	12,091,000	12/11	11,966,100
12/12,1/12	13,383,000	1/12	14,348,800
1/12,2/12	13,793,000	2/12	9,610,748
2/12,3/12	11,399,000	3/12	12,300,000
3/12,4/12	12,832,000	4/12	13,460,130
4/12	5,785,000		
<b>Total residential gallons billed</b>	<b>159,353,000</b>	<b>Total commercial gallons billed</b>	<b>149,719,198</b>
<b>Total gallons billed for FY 2011/2012</b>	<b>309,207,436</b>	<b>Total gallons billed divided by 1000 =</b>	<b>309,207</b>
		<b>Total revenue per audit</b>	<b>\$2,080,746</b>
<b>Expenditures per audit</b>	<b>\$1,913,495</b>	<b>Total revenue including depreciation</b>	<b>\$6.73</b>
<b>Total gallons billed divided by 1000</b>	<b>309,207</b>	<b>Revenue less depreciation fees</b>	<b>\$1,821,142</b>
<b>Cost to produce water</b>	<b>\$6.19</b>		<b>\$5.89</b>
<b>Per 1000 gallons</b>			<b>per 1000 gals</b>

- The cost to produce water was \$6.19, based on revenues less depreciation the revenue was \$5.89 per 1,000 gallons. Based on those amounts +/- \$0.30 for the cost to produce water was coming out of the depreciation fund.

## Water Revenues and Expenditures Based on FY 2012 / 2013 Audit and Billing for the Fiscal Year

Water billing usage is billed in a 2 month cycle for residential		Residential Gallons	Month /Yr Commercial Gallons
Month/Yr		Residential Gallons	
5/12		6,203,000	5/12 10,120,000
5/12,6/12		17,550,060	6/12 15,382,900
6/12,7/12		18,647,000	7/12 13,890,100
7/12,8/12		16,284,000	8/12 11,933,550
8/12,9/12		12,992,000	9/12 12,924,720
9/12,10/12		13,178,000	10/12 12,924,720
10/12,11/12		11,393,000	11/12 11,251,650
11/12,12/12		11,419,333	12/12 9,799,233
12/12,1/13		11,973,000	1/13 12,579,370
1/13,2/13		14,097,000	2/13 11,949,000
2/13,3/13		11,052,000	3/13 10,516,500
3/13,4/13		11,504,000	4/13 13,532,800
4/13		6,110,500	
Total residential gallons billed		162,402,893	Total commercial gallons billed 146,804,543
Total gallons billed for FY 2012/2013		309,207,436	Total gallons billed divided by 1000 = 309,207
Expenditures per audit		\$3,287,824	Total revenue per audit \$1,926,131
Total gallons billed divided by 1000		309,207	Total revenue including depreciation \$6.23 per 1000 gallons
Cost to produce water		\$10.63 Per 1000 gallons	Revenue less depreciation fees \$1,606,862 \$5.20 per 1000 gals

- The cost to produce water was \$10.63, based on revenues less depreciation the revenue was \$5.20 per 1,000 gallons. Based on those amounts +/- \$5.43 for the cost to produce water was coming out of the depreciation fund.

## Water Revenues and Expenditures Based on FY 2013 / 2014 Audit and Billing for the Fiscal Year

Water billing usage is billed in a 2 month cycle for residential

Month/Yr	Residential Gallons	Month /Yr	Commercial Gallons
5/13	6,110,500	5/13	11,653,000
5/13,6/13	11,935,000	6/13	10,783,900
6/13,7/13	13,408,000	7/13	13,504,330
7/13,8/13	16,379,000	8/13	11,735,100
8/13,9/13	12,523,000	9/13	9,647,000
9/13,10/13	11,852,000	10/13	10,491,200
10/13,11/13	10,904,000	11/13	10,873,700
11/13,12/13	12,907,000	12/13	11,712,500
12/13,1/14	12,892,000	1/14	10,052,100
1/14,2/14	11,999,000	2/14	12,053,900
2/14,3/14	9,962,666	3/14	9,879,100
3/14,4/14	11,295,000	4/13	13,053,300
4/14	5,422,500		
<b>Total residential gallons billed</b>	<b>147,589,666</b>	<b>Total commercial gallons billed</b>	<b>135,439,130</b>
<b>Total gallons billed for FY 2013/2014</b>	<b>283,028,796</b>	<b>Total gallons billed divided by 1000 =</b>	<b>283,029</b>
<b>Expenditures per audit</b>	<b>\$2,116,781</b>	<b>Total revenue per audit</b>	<b>\$2,532,974</b>
<b>Total gallons billed divided by 1000</b>	<b>283,029</b>	<b>Total revenue including depreciation</b>	<b>\$8.95</b>
<b>Cost to produce water</b>	<b>\$7.48</b>	<b>per 1000 gallons</b>	
<b>Per 1000 gallons</b>		<b>Revenue less depreciation fees</b>	<b>\$2,148,088</b>
		<b>per 1000 gals</b>	<b>\$7.59</b>

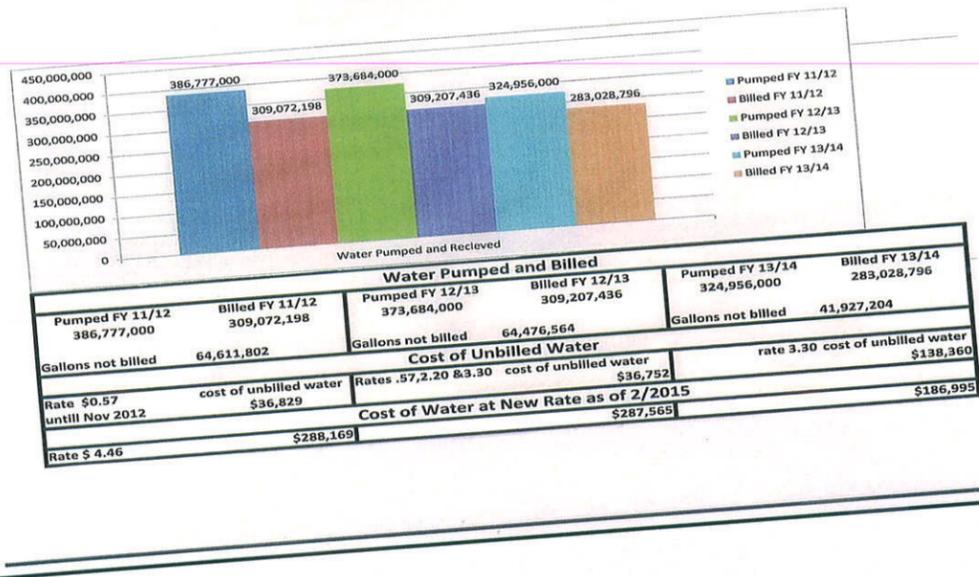
- The cost to produce water was \$7.48, based on revenues less depreciation the revenue was \$7.59 per 1,000 gallons. Based on those amounts +/- \$0.11 in additional revenue was received for every 1,000 gallons.

## Water Revenues and Expenditures Based on FY 2015 / 2016 Draft Budget and Estimated Billing for the Fiscal Year

Water billing usage is billed in a 2 month cycle for residential Month/Yr	Residential Gallons		Month /Yr Commercial Gallons
	6,110,500		11,653,000
Estimated based on previous year	11,935,000	Estimated based on previous year	10,783,900
	13,408,000		13,504,330
	16,379,000		11,735,100
	12,523,000		9,647,000
	11,852,000		10,491,200
	10,904,000		10,873,700
	12,907,000		11,712,500
	12,892,000		10,052,100
	11,999,000		12,053,900
	9,962,666		9,879,100
	11,295,000		13,053,300
	5,422,500		
<b>Total residential gallons billed</b>	<b>147,589,666</b>	<b>Total commercial gallons billed</b>	<b>135,439,130</b>
<b>Estimated gallons billed</b>	<b>283,028,796</b>	<b>Total gallons billed divided by 1000 =</b>	<b>283,029</b>
		<b>Total revenue draft Budget</b>	<b>\$4,005,097</b>
<b>Expenditures per 15/16 Draft Budget</b>	<b>\$3,356,942</b>	<b>Total revenue including depreciation</b>	<b>\$14.15</b>
<b>Total gallons billed divided by 1000</b>	<b>283,029</b>		<b>per 1000 gallons</b>
<b>Cost to produce water</b>	<b>\$11.86</b>	<b>Revenue less depreciation fees \$432,801</b>	<b>\$3,572,296</b>
Per 1000 gallons		<b>Less other revenues per budget \$175,948</b>	<b>\$3,396,348</b>
			<b>\$12.00</b>
			<b>per 1000 gals</b>

- The cost to produce water was \$11.68, based on revenues less depreciation and other revenues the amount was \$12.00 per 1,000 gallons. Based on those amounts +/- \$0.14 in additional revenue will be received for every 1,000 gallons.

# Unbilled Water Amounts and Costs



Above is a chart showing the amount of water received from our supplier that must be paid out of the Water/Sewer Budget. In the year FY 13/14 the 12.9% of water that was not billed is from Municipal Buildings use, Fire Hydrant flushing/testing and Water Main Breaks. With an estimated 80% of the 12.9% due to Water Main Breaks.

# Engineer's Estimated Costs of Water Main Replacements

DWS 1/27/15 Water System Estimates 15-061

Prioritized	Length	Total Cost
Willow from Clark to Tulp	1775	\$ 410,000.00
Blackstone from 194th Pl to 192nd St	1350	\$ 310,000.00
Ingleside from 192nd St to 191st Pl	650	\$ 150,000.00
<b>Total</b>		<b>\$ 870,000.00</b>

Non-Prioritized	Length	Total Cost
Illinois from Wisconsin to Streiff	1175	\$ 270,000.00
Streiff from Illinois to Virginia	1725	\$ 400,000.00
Arizona from Streiff to Indiana	1350	\$ 315,000.00
Robert from Streiff to Minor	1350	\$ 315,000.00
Center from Young to Sycamore	2450	\$ 575,000.00
Chestnut from Clark to Rose	325	\$ 75,000.00
Birch and Chestnut	1240	\$ 240,000.00
Sycamore from Rose to Mulberry	550	\$ 130,000.00
Hickory from Center to Birch	315	\$ 75,000.00
Maryland from 194th St to 192nd St	450	\$ 105,000.00
191st Pl from Greenwood to Minerva	500	\$ 115,000.00
<b>Total</b>		<b>\$ 2,615,000.00</b>

**Special items requiring further investigation**

Forest Preserve 12"
Connection from Walnut to Cottage Grove
Abandon Main Street 8" from State to GDR



**Performance Pipelining, Inc**  
1551 W. Norris Dr. Ottawa IL 61350  
[www.ppi-liner.com](http://www.ppi-liner.com)  
815-433-0080 815-431-0307 fax

January 19, 2015

Attn: Tom Nagle, PE-RELT.D.

RE: Glenwood, Illinois MH# 129 to MH# 132

Tom,

I am writing in regard to the Glenwood, Illinois Pilot Project. We have put together a daily cost for investigation of the laterals, located in the backyard easement of Park dr. & Arquilla Dr. in Glenwood, IL.

**\$4,000.00 per 8 hour day. This includes the following equipment:**

- A. CCTV Camera truck & operator with lateral launching capabilities.**
- B. Jetter Truck to flush mains.**
- C. Temporary Bypass.**

We will launch as many laterals as possible in an 8 hour day. We estimate that we can put together an accurate quote for the pilot project based on 6 or 7 complete lateral launches.

Ideally, this can normally be done in an 8 hour day. Things that may hinder production are:  
Lateral access blocked by roots, mineral deposits, offsets, grease etc.

I would ask that all of the manholes would be located and marked prior to PPI mobilizing for the inspections.

Prices are valid for 30 days. If you should have any questions or need any clarification, please don't hesitate to call. We value your business and look forward to hearing from you soon.

Sincerely,

Rick Krumscheid  
Project Manager  
Performance Pipelining, Inc.  
815-992-3107 (cell)

VILLAGE OF GLENWOOD

Project 14-061

SCADA SYSTEM INSTALLATION, IMPLEMENTATION AND INTEGRATION  
WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTION SYSTEM

Schedule of Prices

Item #	Bid Item	Quantity	Unit	Engineer's Estimate		Metropolitan Industries, Inc.		Energeneccs, Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	SCADA installation, implementation and programming at the 2 master computer sites, 3 tablets and display including all software, hardware, communication and other associated appurtenances for a complete and operating system.	1	LSUM	\$ 55,000.00	\$ 75,000.00	\$ 51,401.00	\$ 51,401.00	\$ 80,559.00	\$ 80,559.00
2	Komer Pump Station & Reservoir Site- SCADA PLC, OIT and UPS installation within the existing control panel. Provide equipment, material, installation and programming of a new pump station reservoir level transducer, pump station discharge pressure transducer, chlorine booster pump discharge transducer, chlorine residual analyzer and temperature/humidity sensor. Lake Line meter vault monitoring.	1	LSUM	\$ 35,000.00	\$ 35,000.00	\$ 34,134.00	\$ 34,134.00	\$ 37,380.00	\$ 37,380.00
3	East Pump Station & Reservoir Site- SCADA PLC, OIT and UPS installation within the existing control panel. Provide equipment, material, installation and programming of a new pump station reservoir level transducer, pump station discharge pressure transducer, Chlorine booster pump discharge transducer, chlorine residual analyzer and temperature/humidity sensor.	1	LSUM	\$ 30,000.00	\$ 30,000.00	\$ 29,253.00	\$ 29,253.00	\$ 31,529.00	\$ 31,529.00
4	Arquilla Drive Elevated Tank- Provide a new SCADA panel for elevated tank level monitoring and alarm reporting to the Master PLC. The new SCADA panel shall include a new controller, operator interface, DC UPS and communication radios. Provide equipment, material, installation and programming of a new non-submersible rated transducer for the existing elevated tank sensing line.	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 12,887.00	\$ 12,887.00	\$ 10,867.00	\$ 10,867.00
5	Rose and Rebecca Elevated Tank- Provide a new stainless steel traffic box to house the new SCADA panel on top of the existing concrete valve vault. The new SCADA panel shall be for elevated tank level monitoring and alarm reporting to the Master PLC. The new SCADA panel shall include a new controller, operator interface, DC UPS and communication radios. Provide equipment, material, installation and programming of a new submersible rated transducer for the existing elevated tank sensing line.	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 24,530.00	\$ 24,530.00	\$ 10,801.00	\$ 10,801.00
6	Carroll Parkway Lift Station- Remove existing control panel and provide and install a new SCADA panel within the existing stainless steel enclosure. The new SCADA panel shall be responsible for controlling the existing pumps located within the existing dry-pit type sanitary lift station. The installing contractor shall provide and install the wires and conduits required between the new control panel located above grade to the existing starters located in the dry-pit. The new SCADA panel shall include a new controller, operator interface, DC UPS, and communication radios. There shall also be four (4) new float switches, a new submersible rated transducer, flood switch in the dry-pit pump vault, limit switch for the dry-pit access hatch, temperature/humidity sensor for the dry pit installed and connected to the new SCADA control panel.	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 26,237.00	\$ 26,237.00	\$ 15,816.00	\$ 15,816.00
7	Glenwoodie Lift Station- The existing control components and operator interface shall be removed and replaced by new within the existing free standing controls enclosure. There shall also be a new DC UPS added to this pump station control panel to support the new controller, operator interface and communication radios. The SCADA integrator shall be responsible for installation of the PLC, OIT, and UPS. The new SCADA components shall be responsible for controlling the existing submersible pumps in the sanitary lift station wet well. There shall also be four (4) new float switches and a new submersible rated transducer, a new flood switch monitoring the sump operation in the building, new limit switch for the building hatch and a temperature humidity sensor for installation and connected to the new SCADA components.	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 17,115.00	\$ 17,115.00	\$ 13,441.00	\$ 13,441.00

**VILLAGE OF GLENWOOD  
SCADA SYSTEM INSTALLATION, IMPLEMENTATION AND INTEGRATION  
WATER DISTRIBUTION SYSTEM AND WASTEWATER COLLECTION SYSTEM  
Schedule of Prices**

Item #	Bid Item	Quantity	Unit	Engineer's Estimate		Metropolitan Industries, Inc.		Energenecs, Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
8	<b>Jane Street Lift Station-</b> There shall be a new NEMA 3R dead front / inner door SCADA panel provided for contractor installation on the unit-strut. The new SCADA panel shall be responsible for controlling the existing submersible pumps in the sanitary lift station wet well via the starters in the existing control panel. The installing contractor shall provide and install the wires and conduits required between the new control panel and the existing starters located in the existing control panel. The new SCADA panel shall include a new controller, operator interface, DC UPS, and communication radios. All existing monitored points including the existing four (4) float switches, transducer, and wet well aerator shall be connected to the new SCADA control panel.	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 13,385.00	\$ 13,385.00	\$ 6,728.00	\$ 6,728.00
9	<b>187th Street Lift Station-</b> There shall be a new NEMA 1 SCADA panel provided for contractor installation within the existing building in the same location as the existing control panel. The new SCADA panel shall be responsible for controlling the existing submersible pumps in the sanitary lift station wet well. The new SCADA panel shall include a new controller, operator interface, DC UPS, and communication radios. There shall also be four (4) new float switches and a new submersible rated transducer supplied for contractor installation within the existing wet well and connected to the new SCADA control panel. There shall also be a new limit switch provided loose for contractor installation for monitoring the control building access door. There shall also be a new temperature / humidity sensor provided loose for contractor installation for monitoring the building temperature and humidity.	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 24,838.00	\$ 24,838.00	\$ 20,276.00	\$ 20,276.00
10	Komer Pump Station VFD for Pump 3 (125 HP/480 VAC)	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 12,805.00	\$ 12,805.00	\$ 19,767.00	\$ 19,767.00
11	Removal and disposal of unnecessary equipment including but not limited to chart recorders, Komer VFD, existing float switches and transducers being replaced, controllers, etc.	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,424.00	\$ 2,424.00
12	Demolition	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,265.00	\$ 2,265.00
13	Service technician hours	80	EACH	\$ 125.00	\$ 10,000.00	\$ 138.35	\$ 11,068.00	\$ 8,800.00	\$ 8,800.00
14	Contract contingency	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
<b>Total Bid Items - Items 1 through 14</b>					\$ 310,000.00		\$ 281,253.00		\$ 280,653.00

Contractors Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_



# ***The Value of Being a Marketing Partner***

## ***Why Designate the Chicago Southland Convention & Visitors Bureau as Your Municipality's Convention Bureau/Agency of Record***

The Chicago Southland Convention & Visitors Bureau is the official destination management and marketing organization for the south and southwest suburbs of Chicago. The primary mission of the CVB is to establish and maintain the region's brand and market it as a destination for leisure visitors, conventions, conferences, sporting events and group tours.

Communities that have designated the Chicago Southland CVB as their "convention bureau/agency of record" receive a variety of valuable benefits through this marketing partnership.

### **Marketing Opportunities**

- Your municipality will receive a listing, and have the opportunity for discounted advertising, in the CVB's annual Visitors Guide that is distributed to 135,000 visitors
- Festivals and events in your village are eligible for inclusion in all state and regional publications
- Municipal promotion through social media, website and other online marketing efforts
- Complimentary listing of historical societies, memorials, chambers of commerce and nature centers in our Visitors Guide
- Eligible to participate in the CVB's Local Grant program which offers matching grants for marketing promotions five times annually
- Public relations assistance

### **Your municipality is also eligible for:**

- Various cooperative promotional programs including regional, consumer and trade advertising programs and promotions
- Eligible for technical advisory assistance for local and municipal attractions and other travel-related resources like the development of community brochures
- The CVB's networking events and educational programs, workshops and seminars

The Chicago Southland CVB appreciates your municipality's involvement in our marketing partnership. As we move forward, there are other announced opportunities and programs that you will be invited to attend and participate.

*We Value Your Continued Support of this Marketing Partnership.*



Mayor Kerry Durkin  
Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

To: State of Illinois  
Department of Commerce and Economic Opportunity  
Local Tourism and Convention Bureau Grant Program  
Jan Kemmerling, Tourism Grants Manager

From: Village of Glenwood  
Mayor Kerry Durkin

Be it resolved that:

The Village of Glenwood hereby acknowledges the Chicago Southland Convention and Visitors Bureau as our Convention and Visitors Bureau of record for the marketing and promotion of the tourism industry.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2304 173rd Street, Lansing, IL 60438

Local: 708-895-8200

Fax: 708-895-8288

Toll Free: 888-895-8233

info@VisitChicagoSouthland.com

VisitChicagoSouthland.com

Accredited Destination Management Marketing Organization



**AGREEMENT FOR USE OF PROPERTY BETWEEN  
Village of Glenwood  
AND E-COM 9-1-1 DISPATCH**

**I. GENERAL TERMS**

A. This Agreement is made between the Village of Glenwood, located at 1 Asselborn Way, Glenwood, Illinois (hereinafter "Glenwood") and E-COM 9-1-1 Dispatch, located at 1154 Ridge, Homewood, Illinois 60430 (hereinafter "E-COM").

B. This Agreement shall commence on \_\_\_\_\_ and shall be in effect for one (1) year thereafter. The Agreement shall be automatically renewed at the end of the initial term on a year-to-year basis unless either party provides ninety (90) days written notice to the other party of their intent to terminate the Agreement.

**II. USE OF THE PROPERTY**

A. E-COM will have the right to maintain all equipment as detailed on attached addendum and install or update equipment as necessary on the water tower, building or other public structure located at 1 Rebecca Street, 605 Glenwood-Lansing Road, and Arquilla and Roberts Drive Glenwood, Illinois. Equipment is to be utilized by E-COM for facilitating a public safety response and the provision of such service to the community. E-COM for its Police and Fire operations shall have 24 hour a day access to the water tower, building or other public structures.

**III. MAINTENANCE**

A. From time to time, said Glenwood may choose to paint or do other maintenance on the water tower, building or other public structure itself. If said maintenance process requires the removal of any or all of the E-COM equipment, Glenwood shall bear the full costs of said removal. E-COM shall maintain sole discretion to elect the contractors to perform the removal and replacement work on its equipment.

B. Any maintenance, service, replacement or repair done to the E-COM equipment that is initiated by E-COM and that is not a result of Glenwood's maintenance to or painting of the water tower, building or other public structure shall be borne by E-COM.

C. The cost of any repair or replacement of the E-COM equipment as a result of damage from an act of nature shall be borne solely by E-COM. The cost of any repair to the water tower, building or other public structure as a result of damage from an act of nature shall be borne solely by Glenwood.

D. E-COM shall have 24 hour access to the water tower, building or other public structure and its equipment to maintain, service, replace, or repair its equipment.

E. E-COM shall operate and perform maintenance on its equipment on Glenwood's facilities in such a manner that will not cause interference to Glenwood; and other lessees whose leases proceed the date of this agreement, and any of their operations.

F. E-COM will comply with all Federal Communication Commission (FCC) requirements.

#### IV. TERMINATION OF AGREEMENT

A. This Agreement may be terminated without further liability on ninety (90) days written notice as follows:

1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of default.
2. By Glenwood if E-COM fails to meet the requirements set forth in this Agreement.
3. By E-COM or by Glenwood, for any reason or no reason provided ninety (90) days written notice is provided.

B. Within sixty (60) days of the date of termination of this Agreement, E-COM will, at their expense, remove all equipment and attachments from Glenwood's property and return the property to the condition that existed at the time E-COM placed their equipment on the Glenwood's property.

#### V. WAIVER OF SUBROGATION

A. Glenwood and E-COM release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the property caused by, or that resulted from, risks insured under any insurance policies carried by the parties and in force at the time of any such damage. Both parties shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required in paragraph VI.

## VI. INSURANCE

A. E-COM, at their sole expense, shall procure and maintain on Glenwood property bodily injury and property damage insurance with a combined single limit of at least \$1,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against liability of E-COM arising out of or in connection with E-COM's use of Glenwood water tower, building or other public structure.

## VII. LIABILITY AND INDEMNITY

A. E-COM shall indemnify and hold Glenwood harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of E-COM or their agents or employees in or about the leased property.

B. Glenwood shall indemnify and hold E-COM harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Glenwood or its agents, employees, contractors or other tenants occurring in or about the leased property.

## VIII. MISCELLANEOUS

A. This Agreement constitutes the entire Agreement and understanding between the parties and supercedes all offers, negotiations and other Agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

B. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

C. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

D. Any notice or demand required to give herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

**Glenwood:** Village of Glenwood  
One Asselborn Way  
Glenwood, Illinois 60425

**E-COM:** E-COM  
1154 Ridge  
Homewood, IL 60430

E. The laws of the State of Illinois shall govern this Agreement.

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

Village of Glenwood

E-COM 9-1-1 Dispatch Center

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_