

COMMITTEE OF THE WHOLE MEETING  
No. 2014-01-2  
TUESDAY, JANUARY 21, 2014

6:00 P.M.

CALL TO ORDER

ROLL CALL

ADMINISTRATION

1. Distribution of Personnel Policy and Hiring Procedures
2. Sewer and Water Rate Increase
3. Call One Renewal Customer Service Agreements
4. Hosted E-mail Agreement from Heritage Technology Solutions
5. IT Maintenance and Support Agreement with Heritage Technology Solutions
6. ACS/Xerox Accounts Payable Agreement
7. Redevelopment Agreement with Morrison Handling Solutions to include Condata Building
8. 490 Glenwoodie Drive Contract

OPEN TO THE PUBLIC

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

ADJOURNMENT

Sincerely,



---

Donna M. Gayden  
Village Administrator

Posted and distributed 1/17/14

TO: Donna M. Gayden

FROM: Paul Styles

DATE: January 13, 2014

RE: Public Works Committee

After much agreement among the committee members that the water rates and repair reserves are woefully deficient, we agreed at our last meeting that some adjustments must be made. The adjustments we are recommending are:

1. That the Village increase the water and sanitary sewer depreciation fee by \$1.25 per month for residential customers and by .08 per 1,000 gallons for commercial customers. This would mean that the residential rate would go from ~~\$5.25~~<sup>\$3.35</sup> per month to ~~\$6.50~~<sup>\$6.60</sup> per month. For commercial customers the rate would go from \$1.67 per thousand gallons to \$1.75. The residential increase would add about \$45,000. Per year to the depreciation fund and the commercial increase would add an additional \$6,000. Per year.
2. We are recommending that the Village institute a new fee for handling storm water and for storm sewer repairs in the amount of \$5.00 per month per customer-both residential and commercial. This new fee would raise about \$90,000 per year.

I would appreciate it if this could be put on the agenda for the January 21, 2014 meeting. Of course, if you or any others have any questions, please call me.

PLACE on  
Agenda for COW  
for 1-21-14  
PS



## Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Glenwood  
Address 1 Asselborn Way  
City Glenwood ST IL ZIP 60425

### Please check box to determine term and discount

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC - SSMM. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC Fees.

### Service/Additional Terms:

Renewal of Services

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-753-2411
19100 GLENWOOD-CHICAGO HEIGHTS RD; Flr 1	GLNWD, IL	708-754-1068
550 ROBERTS DR; Flr 1	GLNWD, IL	708-754-1404
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-754-1441
605 E GLENWOOD-LANSING RD; Flr 1	GLNWD, IL	708-757-3652
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-757-6527
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-R06-2500
19301 S STATE; Flr 1	GLNWD, IL	708-R18-0205
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z62-5569
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z64-0071

\_\_\_\_\_  
*Authorized customer signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*CallOne authorized signature*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Print name*

\_\_\_\_\_  
*Date*

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

**Billing Telephone Numbers (BTN) (continued):**

1 ASSELBORN WY; Fir 1	GLNWD, IL	708-Z64-0398
1 ASSELBORN WY; Fir 1	GLNWD, IL	708-Z64-8441

*Customer initials* \_\_\_\_\_

*Call One initials* \_\_\_\_\_

# Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Glenwood  
Address 1 Asselborn Way  
City Glenwood ST IL ZIP 60425

### Please check box to determine term and discount

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC - SSMM. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC Fees.

### Service/Additional Terms:

Renewal of Services

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-753-2411
19100 GLENWOOD-CHICAGO HEIGHTS RD; Flr 1	GLNWD, IL	708-754-1068
550 ROBERTS DR; Flr 1	GLNWD, IL	708-754-1404
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-754-1441
605 E GLENWOOD-LANSING RD; Flr 1	GLNWD, IL	708-757-3652
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-757-6527
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-R06-2500
19301 S STATE; Flr 1	GLNWD, IL	708-R18-0205
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z62-5569
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z64-0071

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <span style="float: right;"><i>Date</i></span>

Call One Inc.  
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

**Billing Telephone Numbers (BTN) (continued):**

1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z64-0398
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-Z64-8441

*Customer initials* \_\_\_\_\_

*Call One initials* \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

# Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## ISDN-PRI Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") by and between Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Glenwood  
Address One Asselborn Way  
City Glenwood ST IL ZIP 60425

### Please check box to determine term and discount

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC - SSMM. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.

DID MRC at \$2.00/block of ten (10). 20% discount on applicable features. Waive PIC fees.

**Service/Additional Terms:**  
Renewal of current PRI Services.

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN			
1 ASSELBORN WY; Fir 1	GLNWD, IL	708-R07-0712			
	Circuit ID	NRC	MRC	Term	
	DZZD.147481.001	N/A	\$1075.00	24 Months	

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Call One Inc.  
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

# Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## ISDN-PRI Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") by and between Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Glenwood  
Address One Asselborn Way  
City Glenwood ST IL ZIP 60425

### Please check box to determine term and discount

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC - SSMM. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.

DID MRC at \$2.00/block of ten (10). 20% discount on applicable features. Waive PIC fees.

### Service/Additional Terms:

Renewal of current PRI Services.

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN		
1 ASSELBORN WY; Fir 1	GLNWD, IL	708-R07-0712		
	Circuit ID	NRC	MRC	Term
	DZZD.147481.001	N/A	\$1270.00	12 Months

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

# Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## ISDN-PRI Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") by and between Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") and the customer identified immediately below ("Customer") is effective as of the date indicated by the date Call One accepted this Agreement as set forth below (the "Effective Date"). The Services described herein are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Glenwood  
Address One Asselborn Way  
City Glenwood ST IL ZIP 60425

### Please check box to determine term and discount

1 Year

2 Year

3 Year

**Additional Charges:** Member of SPC - SSMM. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.

DID MRC at \$2.00/block of ten (10). 20% discount on applicable features. Waive PIC fees.

**Service/Additional Terms:**  
Renewal of current PRI Services.

### Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN		
1 ASSELBORN WY; Flr 1	GLNWD, IL	708-R07-0712		
	Circuit ID	NRC	MRC	Term
	DZZD.147481.001	N/A	\$475.00	36 Months

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Call One Inc.  
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

# Terms and Conditions

- 1. Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) fifty percent(50%) of the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at [www.callone.com](http://www.callone.com). Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at [www.callone.com](http://www.callone.com). Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



## Heritage Technology Solutions

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



## HTS Virtual IT

### 1. Term of Agreement

This Agreement between VILLAGE OF GLENWOOD , herein referred to as Client and Heritage Technology Solutions, hereinafter referred to as Service Provider, is effective \_\_\_\_\_ and shall remain in force for a period of Two Years from the effective date. The Service Agreement automatically renews for a subsequent One Year term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty days' prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by either Party upon ninety (90) days' written notice if the other Party:
  - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days' of receipt of such written notice.
  - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days' of receipt of such written notice.
  - c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services. Client agrees to pay Service Provider the actual costs of rendering such assistance. If termination occurs within the initial two year agreement, termination fees may apply. Depending on balance of contract remaining.

### 2. Fees and Payment Schedule

Fees will be **\$4,966.00\*** per month, invoiced to Client on a Quarterly basis, and will become due and payable on the first day of each Quarter. Customer will be advised in writing of services that will be suspended if payment is not received within 15 days following date due. Refer to Appendix A for services covered by the monthly fee under the terms of this Agreement. **In addition, a one-time \$1000.00 on-boarding setup fee has been waived for this agreement.**

*It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be billed as separate, individual Services.*



### 3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

### 4. Coverage

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 8:00 am – 4:30 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix A. Hardware costs except PC parts of any kind are not covered under the terms of this Agreement. *If remote remediation is not successful an on-site service call will be scheduled at no charge per the covered items and terms under this agreement. In addition, an on-site quarterly business review (QBR) will be scheduled once per quarter (no charge).*

#### ***Support and Escalation***

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. *Any issues reported by the on-going Network Monitoring service will be addressed by the Service Provider without Client's request under the terms of this contract.*

#### ***Service outside Normal Working Hours***

Emergency services performed outside of the hours of 8:00 am – 4:30 pm Monday through Friday, excluding public holidays, will be provided upon availability.

### 5. Not Part of Coverage

#### ***Limitation of Liability***

Neither party will be liable to the other party under this master agreement or any service order for lost profits, lost time, loss of use, lost data or lost opportunity or for any indirect, incidental, consequential, exemplary, punitive or special losses or damages, including without limitation damages for lost profits, lost data or loss of use regardless of the form of action, whether in contract, tort or otherwise even if such party has been advised of the possibility of such damages.

This warranty is in lieu of all other warranties, including those that might otherwise be Statutes.



## Heritage Technology Solutions

---

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



### *Warranties*

HTS shall perform the Services: (a) in accordance with the performance standards or other specifications set forth in the applicable Service Order, and (b) in a good and workmanlike manner in accordance with industry standards. Except as set forth in this master agreement or in any service order, HTS makes no warranties on the services and disclaims all other warranties, express or implied, including warranties of title, merchantability and fitness for a particular purpose. The only warranties and/or guarantees provided to the client are those which may be provided by the manufacturer. Client's sole remedies for any failure by HTS to provide conforming work shall be one reperformance of the work at the expense of HTS and termination of the applicable service order. No actions taken by HTS to correct work that are in excess of these remedies shall create any new or additional rights in client or act as a waiver by HTS of any of its contractual rights or remedies.

### *Independent Contractor*

HTS is providing the Services to Client as an independent contractor and does not assume responsibility for the business and operations of Client. HTS and its employees and agents are not employees of Client for any purpose whatsoever.

## 6. **Additional Maintenance Services**

### *Hardware/System Support*

Service Provider shall provide support of all hardware and systems specified in Appendix A, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client.

### *Virus Recovery for Current, Licensed Antivirus protected systems*

Recovery from virus infection not detected and quarantined by the latest Antivirus definitions are covered under the terms of this Agreement. Exception to this is any virus that is originated from equipment not covered under this agreement. In the case of a virus infection from equipment not part of this agreement, support services will be provided on a time and material basis.

### *Monitoring Services*

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix A. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.



## Heritage Technology Solutions

---

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



### 7. Suitability of Existing Environment

#### *Minimum Standards Required for Services*

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running currently support version by Microsoft and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution or Backup Service (local and off-site)
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

### 8. Excluded Services

Service rendered under this Agreement does not include:

- 1) Service performed in the installation of new equipment or software applications.
- 2) The cost of any parts (except PC parts), equipment, or shipping charges of any kind.
- 3) The cost of any software, licensing, software renewal or upgrade fees of any kind other than list software within Appendix A.
- 4) Hardware repair services for printers and copiers.
- 5) The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 6) The cost to bring Client's environment up to minimum standards required for Services.



# Heritage Technology Solutions

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



- 7) Failure due to acts of God, building modifications, or other adverse environmental conditions or factors. *System reboots due to power failure are covered under service agreement.*
- 8) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- 9) Maintenance and support of client industry applications, whether acquired from Service Provider or any other source unless as specified in Appendix A.
- 10) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A.
- 11) Software and system training services except if part of new software or system installation project provided by service provider.
- 12) Any support services provided after it is determined the issue is not the clients hardware or software included in the agreement will be billed at the hourly rate in Appendix A.
- 13) Support services for AS 400 System
- 14) Police tough books support will not be monitored and support services will be provided on a time and material basis

## 9. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in "Appendix A." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix A" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

_____	_____	_____
Authorized Signature	Client	Date
_____	_____	_____
Authorized Signature	Heritage Technology Solutions	Date



## Heritage Technology Solutions

---

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspsc.net



### Appendix A:

Services Provided and Equipment to be monitored 7x24x365.

Remote maintenance, help desk support and on-site services provided 8:00am to 4:30pm, Monday through Fridays, excluding holidays:

- ✓ Quantity of (59) Windows PC's and Laptops
- ✓ Quantity of (3) Windows Servers
- ✓ Quantity of (6) Firewall
- ✓ Quantity of (6) Switches
- ✓ Quantity of (19) Mobile to Mobile Devices (Ipads)
- ✓ AYCE (*All You Can Eat*) Help Desk Support
- ✓ AYCE Remote Remediation
- ✓ AYCE On-site Support
- ✓ 7x24x365 network monitoring.
- ✓ Patch management.
- ✓ Antivirus updates/management.
- ✓ Hitman Pro Secondary antivirus System
- ✓ Anti Spam updates/management.
- ✓ Firewall monitoring and management (dependent on model and features)
- ✓ PC parts coverage
- ✓ Network health and performance reporting.
- ✓ Vendor management/application management.
- ✓ Telco Audits
- ✓ Quarterly Business Review (QBR).
- ✓ Unlimited Technology and Business Practice Consulting

**\*Equipment inventory will be verified before execution of the agreement**



## Heritage Technology Solutions

---

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspsc.net



### Services Provide Outside of Service Agreement:

- On-site support: \$115.00/hour 8:00am – 4:30pm, Mon. through Fri., excluding holidays.
- Minimums: Minimum 2 hours plus one-way travel charge. Charge in ½ hour increments after the first 2 hours.
- Emergency support: \$50.00 surcharge for 4-hour or less response Monday - Friday, 8:00am - On-site 4:30pm plus hourly rate of \$ 115.00 per hour.
- Travel: One-way travel charge based on hourly rate
- After hours support: 1.5 times hourly rate.
- Project rate: Amount and rate will be provided on per project quote basis.



## Heritage Technology Solutions

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



### Hosted Email For Village of Glenwood

1. **Term of Agreement.** This Agreement between **Village of Glenwood** herein referred to as Client and Heritage Technology Solutions, hereinafter referred to as Service Provider, is effective \_\_\_\_\_, and shall remain in force for the period of performance required to complete the engagement.

HTS intends to undertake the responsibilities noted herein. We imply that these services will be performed in a time conscious and professional manner. Our intention and our objectives are to perform these services with the minimal inconvenience to yourself and your staff. HTS shall not be liable for any damages caused by the delay in furnishing services or other performance under this agreement. The sole and exclusive remedy for any breach of warranty, express or implied, including services furnished under this agreement and all other performance by HTS under or pursuant to this engagement shall be limited to the re-performance of any defective service provided by HTS and shall in no event include incidental or consequential damages.

The prices contained herein represent only the work that is clearly specified and outlined in the attached scope of work. If for any reason a work stoppage or delay is incurred due to unforeseen reason outside of this scope of work, the nature of the problem will be pointed out immediately. At that time, supplemental billing may be incurred outside of the scope of this agreement at the normal billing rate if special arrangements have not been made prior to the onset of this project.

For our objectives to be met, we request that **Village of Glenwood** provide adequate facilities (i.e. space, power outlets, etc.). Additionally, it is understood that **Village of Glenwood** is aware and acknowledge the following issues (*where applicable*):

- a. **Linda Brunette** of **Village of Glenwood** will be the contact for the duration of this agreement. All installation, support, and problem-solving issues will be directed to DBS through this individual. If HTS is to provide other individuals ongoing information concerning the work/scheduling of HTS, it will be the customer's responsibility to provide HTS with the names of any additional individuals prior to DBS beginning the service call.
- b. The customer will allow authorized HTS employees to access all areas involved in the service call from 8:00 a.m. to 4:30 p.m. Monday through Friday or any other time or days needed as mutually agreed upon by both parties.
- c. Our engineering team will be given a temporary user account with administrator rights to all files, file directories and file subdirectories located throughout the network.
- d. The customer ensures that any necessary phone/data lines are installed and are operating according.
- e. The customer ensures that all network cabling to the data jacks complies with industry standards and specifications.



# Heritage Technology Solutions

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



- f. The customer will ensure all data jacks are properly labeled referencing back to the wiring in the data closets.
- g. The customer will have all furniture required for the placement of the workstations and/or LAN equipment (Hardware & Software) as specified in this proposal, on-site prior to the LAN services provided by HTS.
- h. All workstations will be able to support network client software.
- i. Reliable, sufficient and recent full system backups must be present at all times.

**2. Service Delivered.**

Provide and install a hosted email solution.

**3. Fees and Payment Schedule.** The schedules of fees for products or services are specified in Appendix A. Payment and other terms are specified in the Master Services Agreement.

**4. Taxes.** It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

**5. Master Services Agreement.** This agreement is incorporated as an addendum to the MSA. These are the additional clauses that are incorporated to that agreement and only items specifically stated here will supersede the MSA, all other terms of the MSA remain in effect.

**6. Acceptance of Proposed Work/Services.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

--	--	--

Authorized Signature

Client

Date

Authorized Signature

Heritage Technology Solutions

Date



## Heritage Technology Solutions

---

13600 S. Kenton Ave  
Crestwood, IL 60445  
Phone: (708)597-5005 | Fax: (708) 597-5091  
www.htspc.net



### Appendix A:

#### Initial Installation Costs:

Purchase hosted exchange account  
Configure user accounts on the hosted site  
Migrate older data from current to new system  
Set employees up with Outlook (Office licensing may be needed for 20 clients)  
Configure email account on each workstation (75 x 10min)  
Migrate recent emails and perform the switch  
Configure mobile devices  
Test and Document

**\$6,750.00**

#### Monthly Costs:

Hosted exchange w/inbound filtering (\$12.95/user x 76 users)  
Unlimited Email Storage

**\$984.20/mo**

*12.95 per user*

# Accounts Payable System

**The Accounts Payable System handles all aspects of disbursement processing including expenditure posting, bill payment, and check printing.** Xerox provides integrated suite of financial systems for county, and city government. Our Accounts Payable System performs timely bill payment and real time transactions to provide the following benefits:

- o Automatic payment based on discount qualification or due date for maximum interest earnings
- o Automated checking for suspected duplicate invoices
- o Multiple account distribution from a single invoice entry for efficient processing
- o Real time information posting from multiple operators
- o Instant updating of accounts for increased budget control



## Benefits:

We are one of the largest providers of government software in the nation with nearly 200 customer locations nationwide. We have been in the business of helping government help people for nearly 35+ years. We have an in-depth understanding of the government arena and the requirements that must be fulfilled for public servants to faithfully meet the demands of their professions. We have delivered financial systems to more than 400 government clients. The Accounts Payable System provides automated bill payment and real time posting for increased budget control and improved cash management.

## Important Features:

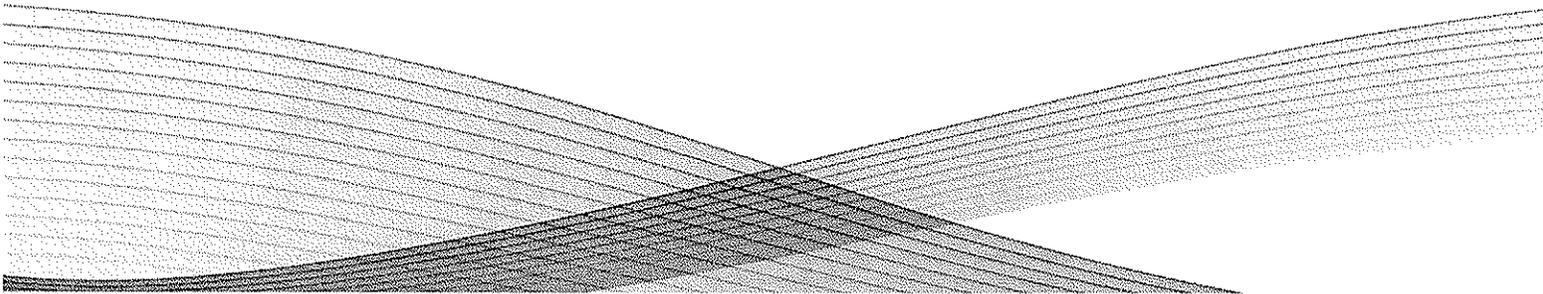
- o Automated cash, modified accrual, or full accrual accounting
- o Secured authorization steps prior to bill payment and manual override of payment terms
- o Multiple funds and banks handling
- o Import transactions from outside agencies

## Services Available:

- o Customization
- o On-site installation and training
- o Toll-free telephone/secure internet/modem support
- o Online documentation

## Technical Facts:

- o Platforms/OS : IBM AS/400
- o Windows NT Compatible
- o Database Compatibility
- o Other Software Sompalibility



## Product Functions and Specifications

### Automation

- o Automated cash, modified accrual, or full accrual accounting by fund
- o Automated checking for suspected duplicate invoices
- o Automated voucher distribution provided by the encumbrance distribution
- o Automated payment terms supplied from the vendor file
- o Automated control total balancing between invoice and distributions
- o Automated assignment of voucher numbers (optional)
- o Automated selection of vouchers for payment on discounts and due dates

### Control

- o User-defined batch control
- o User-controlled history purge cycle
- o Authorization step ensures approval of bills prior to payment
- o Manual override of payment terms
- o Controls and records partial payments
- o Prepaid checks can process alongside computer generated checks
- o Payments may be held indefinitely or until some future release date
- o Automated selection of vouchers by fund, bank, and batch, for complete cash flow control

### Reports

- o Payables listing with and without distributions
- o Payables schedules
- o Payables registers
- o Aging reports
- o Check registers
- o Vendor paid invoice reports

### Flexibility

- o Multiple operator input
- o Handles multiple funds and multiple banks
- o Real-time expenditure update
- o Date-sensitive posting of vouchers (back-dating, fore-dating)
- o Unlimited account distributions per invoice
- o Allows automated discounts on a portion of the invoice
- o Allows automated payments by numbers of days from invoice, or by a given day of the month

### Checks

- o Check stub options : full distribution detail, one check stub line per encumbrance/invoice combination
- o Check stub overflow to stock paper with no distribution limit
- o Check register may be printed and proofed prior to check printing
- o Checks are printed prior to final update

### Ease of Use

- o Use of summary screens to find records quickly
- o Consistent action code and command key usage with Government Fund Account System
- o Step-by-step run instructions and user documentation

### Integration

- o Immediately updates financial budget on entry
- o Immediately tests availability of budget
- o Automatically relieves encumbrances
- o Complete payment history forwarded to General Funds Accounting System
- o Updates Government Fund Accounting System to automatically produce 1099s (1099-MISC, 1099-G, 1099-S, 1099-Int)

INITIAL LICENSE FEE : \$ 3,600.00  
ANNUAL SUPPORT FEE 720.00  
TRAINING FEE (4 HOURS) 620.00  
\$ 4,940.00



---

**REDEVELOPMENT AGREEMENT**

**Between**

**VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS**

**And**

**“Morrison Container Handling Solutions”**

**Dated as of May 1, 2012**

---

## REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 1st day of May, 2012 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and Morrison Container Handling Solutions, a machine control manufacturing business located at 335 West 194<sup>th</sup> St. ("Developer"). (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. In 2001, the Village, in accordance with the Act, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area known as the Industrial Park Redevelopment Project Area ("Redevelopment Project Area") and adopted tax increment financing for the Redevelopment Project Area.

C. The "Subject Property" as set used in this Agreement is the property legally described in Exhibit A. The Subject Property is located in the Industrial Park Redevelopment Project Area.

D. The Developer desires to renovate and remodel a existing business known as Morrison Container Handling Solutions of Glenwood located on the Subject Property.

E. The corporate authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Subject Property will further the growth of the Village, facilitate the redevelopment of the Industrial Park Redevelopment Project Area and improve the environment of the Village, increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide jobs to residents of the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

F. The Developer herein represents and warrants that its renovation and remodeling of the Subject Property requires economic assistance from the Village and that, but for the economic assistance contemplate herein, its renovation and remodeling of the Subject Property would not be economically viable at this time.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I**  
**RECITALS PART OF AGREEMENT**

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II**  
**MUTUAL ASSISTANCE**

2.1 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not revoke or amend any ordinances or resolutions adopted by the Village relating to the Industrial Park Redevelopment Project Area without the prior written consent of the Developer.

**ARTICLE III**  
**REDEVELOPMENT PROJECT**

3.1 **Identification of the Redevelopment Project.** In order to further the development of the Industrial Park Redevelopment Project Area, the Developer shall complete the remodeling and renovation work described in Exhibit B and shall continue to operate the Subject Property as a Manufacturing Plant. All improvements constructed by the Developer on the Subject Property shall be in conformance with all applicable Village Ordinances, applicable building codes and such other requirements that may be imposed by any other public entity or agency having any jurisdiction over the Subject Property and be in substantial conformance with the plans and specifications approved by the Village. The activities described and referenced herein and any other activities and work reasonable necessary to accomplish the activities and work described in this Agreement 3.1 shall hereinafter be defined as and be referred to as the "Redevelopment Project."

**ARTICLE IV**  
**PROPERTY OWNERSHIP**

4.1 **Developer's Ownership of the Subject Property.** The Developer represents and warrants that it is the legal title owner of the Subject Property described in Exhibit A.

**ARTICLE V**  
**REQUIRED APPROVALS**

5.1 **Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

5.2 **Construction Approvals.** Prior to commencing any work on the Redevelopment Project, the Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes as well as the rules and regulations of any governmental entity or agency having any jurisdiction over the work.

**ARTICLE VI**  
**CONSTRUCTION AND OPERATION OF THE REDEVELOPMENT PROJECT**

6.1 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agrees to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developer shall expeditiously and continuously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to any applicable Illinois Prevailing Wage requirements. The Developer shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent or as may be otherwise permitted by zoning ordinances. The completion of construction for the Redevelopment Project must be completed within 180 days after the receipt of all permits from the Village.

6.2 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability they may suffer or incur in connection with the construction of the Redevelopment Project or in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the

obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

6.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any funds provided by the Village in connection with the Redevelopment Project for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if the Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

6.4 **Village's Right to Monitor and Inspect Redevelopment Project Site.** In addition to any other rights specified in this Agreement, the Village shall have the right but not the obligation to inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice and during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

6.5 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses. The Developer shall provide satisfactory proof of insurance covering such indemnity of the Village or, if it is self-insured, proof of adequate security for such indemnity.

6.6 **Agreement to Pay Taxes.** The Developer agrees that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

6.7 **Operation of the Redevelopment Project.** Upon completion of construction, the Developer shall utilize the Subject Property for the continued operation of the Manufacturing Business. All payments to be made by the Village under this Agreement shall be contingent upon the continued operation of the Manufacturing Business by the Developer.

**ARTICLE VII**  
**PAYMENT AND REIMBURSEMENT OF**  
**REDEVELOPMENT PROJECT COSTS**

7.1 **Definitions.**

(a) For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 5/11-74.4 3(q) of the Act (as now or thereafter provided) and which are eligible for payment and reimbursement under the Act. “Eligible Redevelopment Project Costs” means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) “Real Estate Tax Increment” means the amount of incremental property tax revenue collected from the Main Street Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area. **IT BEING UNDERSTOOD THAT THE VILLAGE’S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE REAL ESTATE TAX INCREMENT COLLECTED FROM THE MAIN STREET REDEVELOPMENT PROJECT AREA.** In the event the Real Estate Tax Increment is insufficient to pay any portion of the amount due, the unpaid amounts shall only be paid, if at all, only when additional Real Estate Tax Increment revenue has been received by the Village.

7.2 **Reimbursable Eligible Redevelopment Project Costs.**

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as provided in the Plans and this Agreement will be assisted in part by the reimbursement to the Developer of a portion of the Developer’s Eligible Redevelopment Project Costs, as certified by the Village, from the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area pursuant to the Act. Those categories of Redevelopment Project Costs for which the Developer may receive reimbursement from the Village and the maximum percentage of reimbursement for each category is set forth below:

- i. **Payment of 50% the Developer’s Eligible Redevelopment Project Costs incurred for the renovation and remodeling of the structure on the Subject Property as certified by the Village to the extent allowed by the Act in an**

amount that shall not exceed \$300,000.00 (Three Hundred Thousand Dollars)

(b) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership of the Subject Property and the Developer's operation of the Manufacturing Business on the Subject Property.

### **7.3 Direct Payment of Redevelopment Project Costs.**

The Developer shall apply for the issuance of a Certificate of Eligibility by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates, evidence of compliance with the Illinois Prevailing Wage Act, including certified payrolls, or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs for which the developer may be reimbursed pursuant to this Agreement and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Eligible Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs under this Agreement. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of any work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements, including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

7.4 **Village Accounting.** The Village shall maintain complete books and records showing the Village payment made pursuant to this Agreement; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

7.5 **Village's Right to Inspect Books and Records.** The Developer agrees that, up to four years after final completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, contractor's sworn statements, general contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that reimbursement is being made for Eligible Redevelopment Project Costs or other purposes permitted under the Act.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1 **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

8.2 **Default.**

(a) A Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the

alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

8.3 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

8.4 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

8.5 **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

8.6 **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

8.7 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if

delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail, return receipt requested.

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

with a copy to:

John F. Donahue  
Rosenthal, Murphey, Coblenz & Donahue  
30 South LaSalle, Suite 1624  
Chicago, IL 60602

If to the Developer:

Morrison Container Handling Solutions  
335 West 194<sup>th</sup> Street  
Glenwood IL. 60425  
Attn: Mr. Nick Wilson

8.8 **Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

8.9 **Successors and Assigns.** The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) except as limited by Section 8.8.

8.10 **Term of Agreement.** The term of this Agreement shall commence on the date first above written and shall terminate upon the completion of the Redevelopment Project and the repayment of the full amount of the loan given by the Village to the Developer.

8.11 **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

8.12 **Exhibits.** All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

8.13 **Independent Contractors.** The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

8.14 **Rights of Third Parties.** This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

8.15 **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

8.16 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

8.17 **Non-waiver.** The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

8.18 **Severability.** If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part not held invalid or unenforceable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the dates set forth below.

**VILLAGE OF GLENWOOD**

By: \_\_\_\_\_  
Kerry Durkin, Village President

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

\_\_\_\_\_

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

\_\_\_\_\_  
[insert printed name]

Its:

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

**EXHIBIT A**

**(LEGAL DESCRIPTION OF THE SUBJECT PROPERTY)**

**EXHIBIT B**

**DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND  
DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS**

The Developer's Redevelopment Project is described below:

The Developer shall renovate and remodel the existing building located on the Subject Property; which improvements shall include each and every one of the following items of work:

1. Electrical Upgrades
2. Security Camera System
3. Heating, Ventilating and Air Condition – HVAC
4. Parking Lot Expansion
5. Curb and Gutter on parking lot
6. Security System – Alarm
7. Shop / Warehouse Floor
8. Communication Wiring
9. Improved – Energy Efficient Lighting

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

Costs of rehabilitation, reconstruction or repair or  
remodeling of existing privately owned buildings.....\$600,000

The Developer's estimates of Eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an Eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an Eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act and this Agreement.

Developer acknowledges and agrees that the actual cost of its improvements and expenses may exceed the amounts specified in this Exhibit and that Developer will not be entitled to reimbursement pursuant to the Agreement for costs which are incurred to the extent such costs exceed the amounts as specified in this Agreement.