

VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mathew Trout  
Dean Pruett  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers

# VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

March 14, 2016

**NOTICE  
MEETING OF THE PUBLIC PROPERTY COMMITTEE  
(Streets/Municipal Center/Pool/Parks & Recreation)  
(Albers/Matchett/Meehling/Trout)**

A Public Property Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, on **Wednesday, March 16, 2016 at 6:00 p.m.**

**PUBLIC PROPERTY COMMITTEE MEETING AGENDA**

SWIMMING POOL:

- A. Old Business
  - 1. Pool/Storm Shelter/St. Clair County Parks Grant
  - 2. Pool Hires – Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1)
  - 3. Internet at Pool
- B. New Business
  - 1. Picnic Table Quote

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- A. Old Business
  - 1. Approval of February 10, 2016 Minutes
  - 2. Safe Routes to School
  - 3. MFT/Ditch on N. Main
  - 4. Drainage Problem Areas/Southgate Drive
  - 5. Stormwater Run-Off/Drainage issues
  - 6. E. Apple Issues
  - 7. Honor Tree Program
  - 8. Radar/Blinker Signs
- B. New Business
  - 1. Girl Scouts Park Clean Up
  - 2. Part-Time Summer Help Hire of Ian Weber and Noah Carpenter
  - 3. Security System/Bullet-Proof Glass
  - 4.
- C. General Concerns
- D. Public Participation
- E. Adjourn

At said Public Property Committee Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss potential litigation [5 ILCS, 120/2 - (c)(11)]; the selection of a person to fill a public office [5 ILCS, 120/2 - (c) (3)]; personnel [5 ILCS, 120/2 - (c) (1)]; or real estate transactions [5 ILCS, 120/2-(c)(5)].

Free Admission All Day

**SWIM**

**FREE**

May 28-30

MAKE A SPLASH  
**AT THE  
FREEBURG  
POOL**

\*STARTING AT  
**\$150**

PRIVATE POOL PARTY  
DATES STILL AVAILABLE  
7PM TO 9PM  
LIFEGUARDS  
CONCESSION STAND  
50 SWIMMERS

**Family Day**

(Parents Free,  
Children ½ price)

June 12<sup>th</sup>

July 10<sup>th</sup>

August 7<sup>th</sup>

**Opens May 28**  
**Open daily 11am-7pm**

**Water  
Acclimation  
Classes**

Option #1

June 13-24 (M-F)  
10:30-11:00 daily

Option #2

June 4-July 23  
Excluding July 2nd  
Saturdays Only  
10:15am - 11:00am

**Water  
Aerobics**

Every Wednesday 7-8pm  
Starting June 15 until August 10  
\$5 per Class

**SWIM IN THE PARK AFTER DARK**  
June 10<sup>th</sup> 7pm-10pm

**MOVIE NIGHTS 7-10pm**

June 10 • July 8 • August 5



**Village**

**of**

**Freeburg**

The pool will open this year with a newly constructed pavillion. If you book a private pool party, the pavillion will be yours to use from 6-7pm prior to your party.

\*See reservation form on back for pool party pricing

For more information, pool party reservations, water aerobics, and water acclimation class sign up, call or visit the Freeburg Municipal Building (618) 539-5545

# Pool Reservation Form

## VILLAGE OF FREEBURG

The Freeburg Pool provides the opportunity to celebrate with a Private Pool Party with little hassle for you. Please fill out and return this form to Freeburg Village Hall and an employee will be in contact regarding your request.

### Important Information

- Cost: covers the cost of the staff required and private use of the pool for up to 75 swimmers. It is an additional \$1 per additional swimmer. \$100 is due at time of reservation and remaining balance is due the night of the event.  
**Sun-Thurs: \$150 without Splash Area \$170 with Splash Area**  
**Fri-Sat: \$160 without Splash Area \$180 with Splash Area**
- You may bring your own cake, but no other outside food or drink is permitted.
- Leave the hassle of food and drinks to us! You can purchase pizza, soda, water, and ice cream through us and we will have it ready for you at your party! See below for pricing.
- We will also keep the concession stand open for the first hour of the party to allow more items for your guests to purchase and enjoy.
- Private party time goes from 7pm-9pm each evening.
- Use of Pool Pavilion prior to party from 6-7pm.
- Please make your reservation at least a week in advance.
- Any changes to food orders must be made at least 24 business hours in advance or the full amount will be your responsibility.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Celebrated Group/ Birthday Person: \_\_\_\_\_  
(Baseball team, Birthday Child, Organization, etc.)

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Number of People Attending: \_\_\_\_\_ Requested Party Date/Dates: \_\_\_\_\_

### If you would like to order pizza, beverages or ice cream, please fill out the following portion

Food is priced ala cart, so you can pick and choose what and how much you want.

**Pizza** - \$13 per large 1 topping pizza (8 large slices) Write in the number of each pizza you want:

\_\_\_ Cheese \_\_\_ Pepperoni \_\_\_ Sausage \_\_\_ Hamburger

**Ice Cream** - \$1.50 per ice cream cup (single serving) Ice Cream provided by the local Freeburg Dairy Queen

Write in number of each flavor you want: \_\_\_ Vanilla \_\_\_ Chocolate

**Beverages** - \$0.75 each soda and bottled water.

\_\_\_ Water \_\_\_ Pepsi \_\_\_ Diet Pepsi \_\_\_ Sierra Mist \_\_\_ Root Beer \_\_\_ Mt. Dew \_\_\_ Orange

**We know each party is special, so if you want something different than what is provided here, please include that information here and we will work with you to create the event you hoped for!**

The Village may cancel any pool reservation due to inclement weather. The Village will contact you at earliest possible knowledge and no later than one hour prior to your party for you to decide to cancel or reschedule. If you choose to cancel your party at the time of the pool closing notification, you will receive a full refund. Any party interrupted by inclement weather will be refunded (minus cost of food) in the following manner: closed within first 30min receives 75% refund, closed within the first 1 hour receives 50% refund, closed within the first 1.5 hour receives 25% refund, closed any point after 1.5 hours no refund.

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

----- For Office Use Only -----

Party Confirmed by: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit Paid: \$ \_\_\_\_\_ Total Cost: \$ \_\_\_\_\_ Balance Due by Party: \$ \_\_\_\_\_



**ORDER FORM/PROPOSAL**

Box 2121  
 LaGrange, IL 60525  
 708-579-9055  
 708-579-0109 (fax)  
 1-800-526-6197

September 29, 2014 (Reviewed March 2, 2016)

**BILL TO:**

Village of Freeburg  
 14 Southgate Center  
 Freeburg, IL 62243  
 Attn: Tony Funderburg

**SHIP TO:**

**PROJECT NAME:**

**CALL 24 HOURS PRIOR TO DELIVERY:**

**CUSTOMER PURCHASE ORDER #:**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
12	1131-06P	Extra Heavy Duty Aluminum Picnic Table w/ 2 3/8" O.D Frame, Powdercoated Black	\$ 719.00	\$ 8,628.00
12	CL	Anchor Brackets for Picnic Tables, Black	101.00	1,212.00
		Subtotal		\$ 9,840.00
		Shipping Cost		989.00
		Total Delivered Price		\$ 10,829.00

Above prices do not include installation.

Sales Tax will be added if applicable.

The above prices will be in effect for 45 days.

**TERMS:** Our terms are net 30 to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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**ORDER FORM/PROPOSAL**

Box 2121  
 LaGrange, IL 60525  
 708-579-9055  
 708-579-0109 (fax)  
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**PROJECT NAME:**

**CALL 24 HOURS PRIOR TO DELIVERY:**

**CUSTOMER PURCHASE ORDER #:**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>EACH</u>	<u>TOTAL</u>
3	58-60	6' Long Bench with 2 Supports (Specify color)	\$ 1,010.00	\$ 3,030.00
3	125-30	2 7/8" O.D Bike Rack, Holds 7 Bikes, S-2 Surface Plate (specify color)	450	1,350.00
1	102-32SH	32 Gallon Trash Receptacle with Optional Shield (specify color)		\$ 1,530.00
			Subtotal	\$ 5,910.00
			Shipping Cost	560.00
			DuMor Total Delivered Price	\$ 6,470.00

Above prices do not include installation.

Sales Tax will be added if applicable.

The above prices will be in effect for 45 days.

**TERMS:** Our terms are net 30 to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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VILLAGE PRESIDENT  
Seth Speiser

VILLAGE CLERK  
Jerry Menard

VILLAGE TRUSTEES  
Mathew Trout  
Dean Pruett  
Lisa Meehling  
Ray Matchett, Jr.  
Mike Blaies  
Denise Albers

# VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER  
14 SOUTHGATE CENTER, FREEBURG, IL 62243  
PHONE: (618) 539-5545 • FAX: (618) 539-5590  
Web Site: www.freeburg.com

Public Property Committee Meeting  
Streets/Municipal Center/Pool/Parks & Recreation  
(Albers/Matchett/Meehling/Trout)  
Wednesday, February 10, 2016 at 6:15 p.m.

VILLAGE ADMINISTRATOR  
Tony Funderburg

VILLAGE TREASURER  
Bryan A. Vogel

PUBLIC WORKS DIRECTOR  
John Tolan

POLICE CHIEF  
Stanley Donald

VILLAGE ATTORNEY  
Weilmuenster & Keck, P.C.

The meeting of the Public Property Committee was called to order at 6:18 p.m. on Wednesday, February 10, 2016, in the Municipal Center by Chairperson Denise Albers. Members present were Chairperson Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Trustee Matt Trout, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Dean Pruett, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guests present: Pool Manager Scott Schulz and Janet Baechle.

## POOL: A. OLD BUSINESS:

1. Pool/Storm Shelter/St. Clair County Parks Grant: Administrator Funderburg said he and John discussed the placement of the shelter, and it will be staked next week. Once that is done, John can start the rock removal. Once that is complete, we will advise LRB Construction. Our goal is to get the shelter done in this budget, along with the slide and diving board.
2. Pool Hires – Executive Session to Discuss Personnel, 5 ILCS 120/2(c)(1):

### EXECUTIVE SESSION

6:21 P.M.

*Trustee Matt Trout motioned to enter into Executive Session citing personnel 5 ILCS 120/2 - (c)(1) and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried.*

### EXECUTIVE SESSION ENDED

6:27 P.M.

*Trustee Matt Trout motioned to end Executive Session at 6:27 p.m. and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried. Trustee Matt Trout motioned to reconvene the regular session at 6:28 p.m. and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried.*

*Trustee Matt Trout motioned to hire Scott Schulz, Darren Pierce and Tanner Ross as the 2016 pool managers; returning lifeguards Haley Alt, Christian Czech, Ian Hahn and Collin Pierce at \$8.46 per hour; Emily Dircks, Natalie Huskey and Erica Wangelin at \$8.68 per hour; Haley Rouse at \$8.90 per hour and Schuyler Czech at \$9.08 per hour; new lifeguard hires Lillian Dircks, Ashley Gilmore, Katherine Peters, Elizabeth Staub, Connor Stein and Luke Worley at \$8.25 per hour and Trustee Lisa Meehling seconded the motion. All voting aye, the motion carried.*

3. Internet at Pool: Tony has no update right now. He is working to get fiber out there.

Street Committee Meeting Minutes  
Wednesday, February 10, 2016

Page 1 of 3

VILLAGE BOARD OF TRUSTEES MEETINGS ARE HELD ON THE FIRST AND THIRD MONDAY OF EVERY MONTH



**B. NEW BUSINESS:**

1. Pool Pass Pricing: Tony feels the pool pass pricing is good. We may raise some concession items a bit. When you book a pool party this year, you will get use of the pavilion/shelter an hour before your pool party.

**STREETS: A. OLD BUSINESS:**

1. Approval of January 6, 2016 Minutes: *Trustee Matt Trout motioned to approve the January 6, 2016 minutes and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*
2. Safe Routes to School: Tony said on the project across the street, there is a little more on our end to complete. On the other one, we received a large list from Rhutasel on items to get done. We are working through it. This project should pick up pretty soon.
3. MFT/Ditch on N. Main: Tony stated we are going to have a summit with Rhutasel and discuss every project we are working on with them. He feels like we have a lot going on but would like updated information on all of the projects.

*Trustee Matt Trout motioned to recommend to the full Board we pay Rhutasel & Associates Invoice # 3 in the amount of \$3,008.42 and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*

4. Drainage Problem Areas/Southgate Drive: John said the Southgate Drive draining issue will be the first one on the list once the weather improves.
5. Community Compost Area/Leaf Program: Tony advised John has found another place to take leaves and grass clippings, but no limbs or wood chips. Tony said this year we will have 3 quadrants, and will combine doing leaf and limb for each quadrant in the same week. We are looking at a new leaf machine and will provide that information later on.
6. Stormwater Run-Off/Drainage Issues: John advised the street project that we did at Mill and Railroad is complete, and Jeff and Tony did a very good job with it. With respect to the area washing out at Hill Mine and State, John met with IDOT last Friday. He presented us with two agreements from 1990 and 1995 that show the State responsible from white line to white line. In that agreement the Village signed, it stated we would take care of the storm sewer the entire length of State Street. Since it is ours, we are going to have to dig the area up and saw cut it. John would like to hold off on that until warmer weather.
7. E. Apple Issues: John advised we have a plan and will address it this summer.
8. Honor Tree Program: Tony has enlisted Denise to look into to get this project moving, along with Matt's help.

John advised our new hire, Scott Pensoneau, will start on 2/16.

**B. NEW BUSINESS:**

1. Radar/Blinker Signs: Quotes were included for a portable radar sign that shows speed limits which Tony would like to use on Apple St. to the park. This will also give the police department accurate information. The LED stoplights will not affect the neighbors but help make them stand out. They will also be located at the grade school and Old Fayetteville Road crosswalks. They are solar signs, and Trustee Trout asked about warranty on the batteries and advised us to see how long they will last.

John advised he will get the speed bump on Meadow Ridge ground down. He said the cost to have the light standards in the Village Hall parking lot sandblasted and painted will be \$1580 for both. Mayor Speiser said there someone advertising locally to sandblast. John will look into it. John said slag is \$6-7 more a ton than chip, and last year we did 2,000 tons. We used CA15, but heard the CA 13 is better because it uses less rock. We might try using the CA13 to see if we get a better result.

2. Chipper Quotes: Discussed in Electric Committee.

**C. GENERAL CONCERNS:** None.

**D. PUBLIC PARTICIPATION:** Janet wants the salt put down on her side of the stop sign.

**E. ADJOURN:** *Trustee Matt Trout motioned to adjourn the meeting at 6:51 p.m. and Trustee Lisa Meehling seconded the motion. All voting yea, the motion carried.*



Julie Polson  
Office Manager

**COST PLUS FIXED FEE  
INVOICE**

Date: 03/10/16 Invoice No. 4  
Work Order No. \_\_\_\_\_

To: Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

From: Rhutasel and Associates, Inc.  
Firm Address: Rhutasel and Associates, Inc.  
P.O. Box 97  
Freeburg, IL 62243

PTB / Item #	Project	SRTS-4009(339)	Consultant's Job Number  42115
Route	County	St. Clair	
Section	Job No.	P-98-309-15	
Phase			

For Professional Services performed as set forth in the Agreement dated: 04/06/15  
& Supplemental Agreement(s) dated: \_\_\_\_\_

1) Invoice Period From: 01/01/16 To: 02/29/16

	This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable				\$28,000.00
3) Direct Salaries	\$353.05	\$7,324.44	\$7,677.49	
4) QC/QA	\$0.00	\$0.00	\$0.00	
5) Payroll & Overhead				
this invoice	<u>175.0000%</u>			
average	<u>175.00%</u>			
6) Fixed Fee = 3.9702%	\$140.78	\$2,928.29	\$3,069.07	\$3,545.97
7) Direct Costs Prime	\$0.00	\$52.15	\$52.15	
8) Services by others			\$0.00	
			\$0.00	
			\$0.00	
9) Total invoiced for project including this invoice			<u>\$24,234.32</u>	
10) Previously Invoiced		<u>\$23,122.65</u>		
11) Payment Due this invoice	<u>\$1,111.67</u>			

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved  
IDOT Rep. \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Consultant: Rhutasel and Associates, Inc.

By / Date: Anthony A. Scheak 3/9/16

(Name) Anthony A. Scheak

(Title) Project Engineer

Distribution: 2 complete packages plus 2 copies of invoice form to Liaison Engineer.







**Cost Plus Fixed Fee  
Direct Cost Summary  
for Period**

Firm Name Rhutasel and Associates, Inc.

From: 01/01/16 To: 02/29/16

PTB/Item # \_\_\_\_\_  
 Route West Apple St  
 Section 15-00026-00-SW  
 County St. Clair  
 Job No. P-98-309-15

Invoice No. 4  
 Work Order No. \_\_\_\_\_

Item	Max Allowable Rate	Rate	Quantity	Total	Remarks
Overtime Premium (See Personnel Summary)				\$0.00	
Mileage		\$0.55	0.00	\$0.00	
Photocopies		\$0.15	0.00	\$0.00	
Prints		\$2.75	0.00	\$0.00	
			0.00		
			0.00		
<b>Total for period</b>				<b>\$0.00</b>	

**Rhutasel and Associates, Inc.**  
**Time by Job Detail**  
**February 2016**

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Date	Name	Duration
<b>FREEBURG:42115- WEST APPLE ST SIDEWALK CONNECTOR:42115-020 WEST APPLE ST SIDEWALK / PDR</b>		
<b>15 PROJECT ENGINEER</b>		
02/01/2016	Schenk, Anthony A	1.00
02/04/2016	Schenk, Anthony A	2.50
02/05/2016	Schenk, Anthony A	1.50
Total 15 PROJECT ENGINEER		5.00
Total FREEBURG:42115- WEST APPLE ST SIDEWALK CO...		5.00
<b>FREEBURG:42115- WEST APPLE ST SIDEWALK CONNECTOR:42115-030 WEST APPLE ST SIDEWALK / PSE</b>		
<b>47 TECHNICIAN V</b>		
02/23/2016	Luechtefeld, Mark A	0.50
02/23/2016	Daubach, Richard J	1.00
02/24/2016	Luechtefeld, Mark A	4.00
02/25/2016	Daubach, Richard J	0.50
02/29/2016	Daubach, Richard J	0.50
Total 47 TECHNICIAN V		6.50
Total FREEBURG:42115- WEST APPLE ST SIDEWALK CO...		6.50
<b>TOTAL</b>		<b>11.50</b>

**COST PLUS FIXED FEE  
INVOICE**

Date: 02/10/16 Invoice No. 7  
Work Order No. \_\_\_\_\_

To: Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

From: Rhutasel and Associates, Inc.  
Firm Address: Rhutasel and Associates, Inc.  
P.O. Box 97  
Freeburg, IL 62243

PTB / Item #	Project	SRTS-40009(150)	Consultant's Job Number  42014
Route	County	St. Clair	
Section	Job No.	C-98-343-12	
Phase			

For Professional Services performed as set forth in the Agreement dated: 05/01/14  
& Supplemental Agreement(s) dated: \_\_\_\_\_

1) Invoice Period	From:	12/01/15	To:	01/31/16
	This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable				\$18,501.39
3) Direct Salaries	\$173.93	\$5,197.57	\$5,371.50	
4) QC/QA	\$0.00	\$0.00	\$0.00	
5) Payroll & Overhead				
this invoice		157.6700%		
average	\$274.24	\$8,194.99	\$8,469.23	
6) Fixed Fee = 2.7630%	\$63.03	\$1,898.94	\$1,961.97	\$2,281.19
7) Direct Costs Prime	\$0.00	\$109.66	\$109.66	
8) Services by others			\$0.00	
			\$0.00	
			\$0.00	
9) Total invoiced for project including this invoice			<u>\$15,912.36</u>	
10) Previously Invoiced		<u>\$15,401.16</u>		
11) Payment Due this invoice	<u>\$511.20</u>			

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved  
IDOT Rep. \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Consultant: Rhutasel and Associates, Inc.

By / Date: Anthony A. Schenk 2/9/16

(Name) Anthony A. Schenk  
(Title) Project Engineer

Distribution: 2 complete packages plus 2 copies of invoice form to Liaison Engineer.





Firm Name Rhutasel and Associates, Inc.

From: 12/01/15 To: 01/31/16

PTB/Item # \_\_\_\_\_  
 Route FAU 9369  
 Section 12-00024-00-SW  
 County St. Clair  
 Job No. C-98-343-12

Invoice No. 7  
 Work Order No. \_\_\_\_\_

Item	Max Allowable Rate	Rate	Quantity	Total	Remarks
Overtime Premium (See Personnel Summary)				\$0.00	
Mileage		\$0.55	0.00	\$0.00	
Photocopies		\$0.15	0.00	\$0.00	
Testing Soil Samples		\$150.00	0.00	\$0.00	
Construction Stakes		\$1.24	0.00	\$0.00	
<b>Total for period</b>				<b>\$0.00</b>	

**Rhutasel and Associates, Inc.**  
**Time by Job Detail**  
**January 2016**

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<u>Date</u>	<u>Name</u>	<u>Duration</u>
<b>FREEBURG:42014:450 SRTS - CONSTRUCTION OBSERVATION</b>		
<b>15 PROJECT ENGINEER</b>		
01/05/2016	Schenk, Anthony A	2.50
01/14/2016	Schenk, Anthony A	1.00
01/25/2016	Schenk, Anthony A	1.00
Total 15 PROJECT ENGINEER		4.50
Total FREEBURG:42014:450 SRTS - CONSTRUCTION OB...		4.50
<b>TOTAL</b>		<b>4.50</b>

**COST PLUS FIXED FEE  
INVOICE**

Date: 03/10/16 Invoice No. 8  
Work Order No. \_\_\_\_\_

To: Village of Freeburg  
14 Southgate Center  
Freeburg, IL 62243

From: Rhutasel and Associates, Inc.  
Firm Address: Rhutasel and Associates, Inc.  
P.O. Box 97  
Freeburg, IL 62243

PTB / Item #	_____	Project	<u>SRTS-40009(150)</u>	Consultant's Job Number  42014
Route	<u>FAU 9369</u>	County	<u>St. Clair</u>	
Section	<u>12-00024-00-SW</u>	Job No.	<u>C-98-343-12</u>	
Phase	_____			

For Professional Services performed as set forth in the Agreement dated: 05/01/14  
& Supplemental Agreement(s) dated: \_\_\_\_\_

1) Invoice Period		From:	<u>02/01/16</u>	To:	<u>02/29/16</u>
		This Invoice	Previously Invoiced	Earned to Date	Max allowable
2) Maximum Payable					\$18,501.39
3) Direct Salaries		\$56.22	\$5,371.50	\$5,427.72	
4) QC/QA		\$0.00	\$0.00	\$0.00	
5) Payroll & Overhead					
this invoice	<u>157.6700%</u>	\$88.64	\$8,469.23	\$8,557.87	
average	<u>157.67%</u>				
6) Fixed Fee =	0.8932%	\$20.38	\$1,961.97	\$1,982.35	\$2,281.19
7) Direct Costs Prime		\$0.00	\$109.66	\$109.66	
8) Services by others				\$0.00	
				\$0.00	
				\$0.00	
9) Total invoiced for project including this invoice				<u>\$16,077.60</u>	
10) Previously Invoiced			<u>\$15,912.36</u>		
11) Payment Due this invoice			<u>\$165.24</u>		

I have reviewed the invoice and found it in compliance with "The Simple Guide To Consultant Payments" published on the Consultant Engineering Sharepoint site. The percent of work shown as completed on this invoice matches the attached Progress Report signed by the project engineer.

I certify the costs included in this invoice have been expended and the percent of work shown as completed on this invoice is correct. As the prime consultant, work invoices included in this invoice for work done by others were reviewed and approved.

Approved  
IDOT Rep. \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Consultant: Rhutasel and Associates, Inc.

By / Date: *Anthony A. Schenk* 3/9/16

(Name) Anthony A. Schenk

(Title) Project Engineer

Distribution: 2 complete packages plus 2 copies of invoice form to Liaison Engineer.







10:48 AM

03/09/16

Rhutasel and Associates, Inc.

Time by Job Detail

February 2016

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Date	Name	Duration
<b>FREEBURG:42014:450 SRTS - CONSTRUCTION OBSERVATION</b>		
<b>47 TECHNICIAN V</b>		
02/18/2016	Daubach, Richard J	0.50
02/22/2016	Daubach, Richard J	1.00
02/29/2016	Daubach, Richard J	0.50
Total 47 TECHNICIAN V		2.00
Total FREEBURG:42014:450 SRTS - CONSTRUCTION OB...		2.00
<b>TOTAL</b>		<b>2.00</b>

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<b>PRODUCT NAME:</b>	<b>3/4" Clear Lexgard® MP750</b>
<b>PRODUCT CODE:</b>	MP 750
<b>PERFORMANCE TESTING:</b>	Ballistic: UL 752- Level 1 – UL Listed – File BP844 .357 Magnum Jacketed Lead Soft Point No Spall, No Penetration
<b>CONSTRUCTION:</b>	1/8" Polycarbonate (Abrasion resistant) Urethane Interlayer 3/8" Polycarbonate Urethane Interlayer 1/8" Polycarbonate (Abrasion resistant)
<b>THICKNESS:</b>	Nominal (.766")
<b>THICKNESS TOLERANCE:</b>	.69" / .842"
<b>WEIGHT:</b>	4.76 Lbs. / Square Foot
<b>SIZE:</b>	72" x 96" Maximum 12" x 12" Minimum for UL Ballistic Rating
<b>OPTIONS:</b>	Bronze, gray, green tint
<b>TECHNICAL DATA:</b>	U-Value- .67 Shading Co-efficient- .89 Light Transmission- .80 Solar Heat Gain Co-efficient- .78
<b>APPLICABLE STANDARDS:</b>	ANSI Z97.1 CPSC 16 CFR 1201 (Category I and II) ASTM C 1349
<b>SINGLE RESPONSIBILITY:</b>	Global Security Glazing products are covered by our Single Responsibility® Program that ensures one firm has handled and is accountable for all phases of manufacturing.
<b>INSTALLATION:</b>	When used for ballistic protection, glazing should be installed in a UL Level 2 Bullet Resistant frame system. Holes must be covered with a UL listed device. All glass should be installed in accordance with the guidelines set forth in the current edition of the Glass Association of North America (GANA) Glazing and Sealant Manuals. Glazing systems should incorporate a weep system to allow moisture and water to escape the glazing channel.  Recommended Clearance: Face: 1/8" per side Edge: 1/4" Bite: 1"

DB012A 14 August 2014

**PRODUCT NAME:**

**1" Clear Lexgard® MP1000**

**PRODUCT CODE:**

MP 1000

**PERFORMANCE TESTING:**

Forced Entry:     ASTM F1233 Class V  
                           HP White Level IV- TP-0500.02  
                           WMFL Level II

Ballistic:            UL 752- Level 2 – UL Listed – File BP844  
                           .357 Magnum Jacketed Lead Soft Point  
                           No Spall, No Penetration

**CONSTRUCTION:**

1/8" Polycarbonate (Abrasion resistant)  
 Urethane Interlayer  
 3/8" Polycarbonate  
 Urethane Interlayer  
 3/8" Polycarbonate  
 Urethane Interlayer  
 1/8" Polycarbonate (Abrasion resistant)

**THICKNESS:**

Nominal (1.03")

**THICKNESS TOLERANCE:**

.93" / 1.13"

**WEIGHT:**

6.41 Lbs. / Square Foot

**SIZE:**

72"	x	96"	Maximum
12"	x	12"	Minimum for UL Ballistic Rating

**OPTIONS:**

Bronze, gray, green tint

**TECHNICAL DATA:**

U-Value-	.60
Shading Co-efficient-	.87
Light Transmission-	.63
Solar Heat Gain Co-efficient-	.76

**APPLICABLE STANDARDS:**

ANSI Z97.1  
 CPSC 16 CFR 1201 (Category I and II)  
 ASTM C 1349

**SINGLE RESPONSIBILITY:**

Global Security Glazing products are covered by our Single Responsibility® Program that ensures one firm has handled and is accountable for all phases of manufacturing.

**INSTALLATION:**

When used for ballistic protection, glazing should be installed in a UL Level 2 Bullet Resistant frame system. Holes must be covered with a UL listed device. All glass should be installed in accordance with the guidelines set forth in the current edition of the Glass Association of North America (GANA) Glazing and Sealant Manuals. Glazing systems should incorporate a weep system to allow moisture and water to escape the glazing channel.

Recommended Clearance:  
 Face:     1/8" per side  
 Edge:     1/4"  
 Bite:     1"

# SPECIFICATION SHEETS



<b>PRODUCT NAME:</b>	Lexgard® SP 1250
<b>PRODUCT CODE:</b>	SP 1250
<b>PERFORMANCE TESTING:</b>	<p>Forced Entry:     ASTM F1 233 Class V                                    ASTM 1915 Grade 1                                    HP White Level V- TP-0500.02 WMFL Level I</p> <p>Ballistic:            UL 752 - Level 3 – UL Listed – File BP844                                    .44 magnum Lead Semi-Wadcutter Gas Checked                                    No Spall, No Penetration</p>
<b>CONSTRUCTION:</b>	This product is laminated polycarbonate and contains exposed polycarbonate surfaces with abrasion resistant coatings on both sides.
<b>THICKNESS:</b>	1.28" Nominal
<b>THICKNESS TOLERANCE:</b>	1.15" / 1.41"
<b>WEIGHT:</b>	7.97 Lbs. / Square Foot
<b>SIZE:</b>	72" x 96"            Maximum 12" x 12"           Minimum for UL Ballistic Rating
<b>OPTIONS:</b>	Bronze, gray, green tint
<b>TECHNICAL DATA:</b>	<p>U-Value                    .53          Solar Heat Gain Co-efficient   .86          Light Transmission       .63</p>
<b>APPLICABLE STANDARDS:</b>	<p>ANSI Z97.1          CPSC 16 CFR 1201 (Category I and II)          ASTM C 1036          ASTM C 1172</p>
<b>SINGLE RESPONSIBILITY:</b>	Global Security Glazing products are covered by our Single Responsibility® Program that ensures one firm has handled and is accountable for all phases of manufacturing.
<b>INSTALLATION:</b>	<p>When used for ballistic protection, glazing should be installed in a UL Level 3 Bullet Resistant frame system. Holes should be covered with a UL listed device. All glazing should be installed in accordance with the guidelines set forth in the current edition of the Glass Association of North America (GANA) Glazing and Sealant Manuals. Glazing systems should incorporate a weep system to allow moisture and water to escape the glazing channel.</p> <p>Recommended Clearance:          Face:   1/8" per side          Edge:   1/4"          Bite:    1"</p>

# Proposal

P.O. Box 295  
 Eaton Rapids, MI 48827-9998  
 517-588-1816 PH/877-263-6571 Fax



<b>Proposal #</b> 02-984		<b>Job Name</b>		<b>Representative</b>	
<b>Date:</b> 2/24/2016				Bryan Crandall	
<b>Bill To:</b>			<b>Ship To:</b>		
Village of Freeburg 14 Southgate Center Freeburg, IL 62243 Tony Funderburg 618-539-5705			Village of Freeburg 14 Southgate Center Freeburg, IL 62243 Tony Funderburg 618-539-5705		
<b>PO Number</b>		<b>Date Required</b>		<b>Terms</b>	
				50% down, 50% upon installation	
Qty.	Item	Description		Price	Total
1	L3BS	106"w X 52"h Level 3 LP1250BR UL 752 rated bullet resistant Baffle Style barrier system with 1 station, Clear anodized 1-1/4" I.D. aluminum u-channel for mounting glass at counter top and vertical walls, Clear anodized top attach angle at the head to seal off barrier, at the station will be a 16"x10"x2" counter mount recessed deal tray for passing documents, also a baffle style window with a 3" over lap and dowel assembly for fastening to main wall sections.			\$8,558.00
1	L3BS	106"w X 52"h Level 3 LP1250BR UL 752 rated bullet resistant Baffle Style barrier system with 1 station, Clear anodized 1-1/4" I.D. aluminum u-channel for mounting glass at counter top and vertical walls, Clear anodized top attach angle at the head to seal off barrier, at the station will be a 16"x10"x2" counter mount recessed deal tray for passing documents, also a baffle style window with a 3" over lap and dowel assembly for fastening to main wall sections.			
1	BF	Bocing and freight to site for install by others			\$498.00
		IF TBSi WERE TO FIELD MEASURE AND INSTALL IT WOULD BE AN ADDITIONAL \$1970.00 minus the box and freight charges above.			
We no longer accept credit cards.				<b>Sub Total:</b>	<b>\$9,056.00</b>
Any alterations or deviations from the above specifications that would result in additional costs above this quote must be expressed to TBSi in a written form and a new quote will be completed at that time. Signature of an authorized representative is an indication of acceptance of this quote. For sales outside the state of Michigan the buyer is responsible for all applicable taxes.				<b>Tax:</b>	
				<b>Total:</b>	<b>\$9,056.00</b>

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

**J.B. Contracting**  
 757 Klein Drive  
 Smithton, IL 62285

# Estimate

DATE	ESTIMATE #
3/8/2016	104

BILL TO
Freeburg Municipal Center 114 Southgate Center Freeburg, IL 62246

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Bullet Resistant glass	Bullet resistant glass 63 3/8" x 41 1/2"	1	3,300.00	3,300.00T
Bullet Resistant glass	Bullet resistant glass 104 1/2" x 49 1/4"	1	4,000.00	4,000.00T
hardware	Baffle hardware	4	170.00	680.00T
hardware	aluminum u-channel 42ft	1	376.00	376.00T
hardware	8"x 10" pass thru tray	1	162.00	162.00
hardware	10" x 12" pass thru tray	1	201.00	201.00
Labor	Labor to replace two existing interior windows with 1" Class2 Lexguard Bullet Resistant Lexan.	1		1,200.00
Thank you for letting us bid your project!		Subtotal		9,919.00
		7.35% Tax		614.17
		<b>Total</b>		<b>10,533.17</b>

## Tony Funderburg

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**From:** Jennie Shane <jennie@hackettsecurity.com>  
**Sent:** Thursday, March 10, 2016 11:42 AM  
**To:** tfunderburg@freeburg.com  
**Subject:** Hackett Security, Inc. - Proposal #17844  
**Attachments:** Proposal-17844.pdf

Tony,

Here is your quote for an awesome access control system. Installing this system will batten down your hatches. You'll be tight as a drum.

The beauty of this system is that it is wireless. We've been putting these in several municipal buildings, schools, etc. It is easily expandable, easy to use.

Here is the link to the ProdataKey website. <http://www.prodatakey.com/>

Feel free to ask any questions.

Jennie

**Hackett Security, Inc.**  
**9811 South Forty Drive**  
**Saint Louis, MO 63124**  
**Tel : (314)432-4200 Fax: (314)432-7999**

**Proposal Number** 17844  
**Created** 3/10/2016 **Expires** 4/9/2016  
**Salesperson** Jennie Shane

Freeburg Municipal Center  
 14 Southgate Center  
 Freeburg IL 62243

Thank you for your interest in Hackett Security and our products and services. We are pleased to provide you with the following quote for the system we discussed. ProdataKey Access Controll smart access.

- 1) Lobby to P.D. wood door reader and door release (read in)
- 2) Patrolman door, metal, read in / read out
- 3) ESDA door, metal, read in with Store Function Lock so the door can be unlocked with a key in the event of electrical loss.
- 4) Main lobby door into admin area, wood, read in.
- 5) Board room to Exec Board room, wood door, read in.
- 6) Vault
- 7) Back entrance to city hall, metal door, read in.

Customer needs to assure that there is 110 volts at each door. Software will be installed on customer's PC.

Qty	Description	Price	Ext. Price
1	ACCESS CONTROL PANEL	\$1,528.05	\$1,528.05
8	MULLION READER 26BIT WIEGAND	\$97.28	\$778.24
7	SINGLEDOR CONTROLLER PRO WIRELESS	\$519.36	\$3,635.52
1	TRENDNET 5-PORT NETWORK SWITCH	\$23.36	\$23.36
1	LINEAR 1-CHANNEL TRANSMITTER	\$42.00	\$42.00
1	LINEAR 1-CHANNEL RECEIVER	\$65.88	\$65.88
8	12 VOLT 5AH SLA PANEL BATTERY	\$17.10	\$136.80
1	ELK 24V/40VA TRANSFORMER	\$14.20	\$14.20
30	PROX CARD	\$3.75	\$112.50
1	Wire, plates	\$150.00	\$150.00

Qty	Description	Price	Ext. Price
40	Labor - Install, Program & Test	\$80.00	\$3,200.00
7	Strikes, labor, closers, latches guards, wiring	\$600.00	\$4,200.00
		<b>SubTotal</b>	<b>\$13,886.55</b>
		<b>Sales Tax</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$13,886.55</b>

The Total Job Cost shown is subject to any/all applicable sales taxes.

Payment Terms: Unless otherwise stated herein, a signed copy of this proposal/contract and one-half (50%) or a customer purchase order is due with placement of the order. The remaining one-half (50%) is due upon delivery/completion.

\*\* Cost does NOT include permits, registration fee or applicable tax.

Submitted by: \_\_\_\_\_  
Jennie Shane

Acceptance of Proposal: The above prices, specifications, conditions and the Special Proposal Notations and Standard Proposal Contract Terms & Conditions attached are satisfactory and are hereby accepted. Hackett Security Inc. is authorized to do the work as specified. A signed copy of this proposal/contract is being provided to me. Payment will be made as outlined in SPECIAL PROPOSAL NOTATIONS which follow.

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Date of Acceptance:

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



3773 Corporate Center Dr.  
 Earth City, MO 63045  
 314-595-0100  
 877-454-4201  
 Fax: 314-595-0380  
[www.interfacesys.com](http://www.interfacesys.com)

**Submitted To:** Village of Freeburg  
**Attention:** Tony Funderburg  
**Date:** 3/13/2016  
**Quote Ref #** 35665  
**Project:** Access Control System for village hall  
**Submitted by:** Dave Schafer

This proposal is provided by Interface Security Systems, L.L.C. and consists of two parts, a) Scope of Work detailing the system(s) and services to be provided by Interface and a price Quotation including a bill of materials for this project. Prices quoted in this proposal are good for thirty (30) days from date of submittal and are subject to the Terms and Conditions of Sale in our standard contract. Any discrepancies should be brought to the attention of Interface prior to acceptance of this proposal. This quotation is based upon information provided by Village of Freeburg. Interface Security Systems has designed this system based on conversations with desires presented by Village of Freeburg personnel. Any changes in the scope of work might change Total Quote Price.

## Scope of Work

Interface will provide the following Access Control equipment and installation labor for installation by our personnel at your facility at 14 Southgate Center in Freeburg, IL. Interface will provide access control system material and labor for the installation. Interface will provide wire, cable, connectors, and other miscellaneous material that is required for installation as a turn-key system. Wiring in hard ceiling areas where access above ceiling is not accessible will be open wiring. All miscellaneous material is included in this proposal. This proposal includes all labor and material to install the access control system by our personnel. This proposal does not include programming of users and cards into the system. That function is to be completed by Village of Freeburg personnel.

Interface will furnish and install Honeywell ProWatch control panels, proximity card readers, RTE motions, maglock, door strikes, power supplies, and surge suppressor kits which have been approved by Honeywell. The equipment included here will allow access control in areas per our walk-through and drawing included here with the proposal. This proposal also includes 100 access cards and a two sided printer for printing cards.. The seven doors to be secured by access control are Police Dept. Door, Police Back Door, ESDA Back Door, Admin Door, Admin Back Door, Board Room Door, and Vault Door. The Police Back Door will have a read in, read out dual readers

System	Product	Quantity
CARD	6A 12/24VDC 8 OUT UL LISTED POWER SUPPLY HP600ULACM8	1.00
	4-ELEMENT ACCESS CONTROL WIRE	1 LOT
	SURFACE MNT CONT BR HNYWL LOGO DOOR CONTACT	7.00
	REQUEST TO EXIT WHITE SENSOR	7.00
	CARD ISOPROX PRINTABLE CARDS FOR ENTRY	100.00
	12V 7AMP BATTERY- MAIN BATTERY	2.00
	SMALL MULLION PRX W/3 CLR CVR CARD READERS	8.00
	GREEN PUSH-BUTTON NO COVER-LABELED EMERGENCY EXIT	7.00
	32 MAGLOCK DUAL VOLTAGE ELECTRIC LOCKS	7.00
	PRO-WATCH KIT INCLUDES SOFTWARE, ENCLOSURE, CABLES, READER BOARDS	1 KIT
	MOMENTARY BUTTON FOR RELEASING A DOOR	2.00

Per fire codes, the customer is to furnish connection at our power supply to drop the power to the locks upon a fire alarm if there is one in the building.

Total Investment for Access Control System and installation labor.....\$ 17,960.00 Plus any applicable taxes  
Gold Maintenance Protection Plan.....\$70.00 per month

I. General

- A. All work is to be provided during normal working hours, excluding weekends and holidays. No premium time has been included in this proposal.
- B. Village of Freeburg to furnish IT assistance & network connections for getting equipment on the network.
- C. Village of Freeburg to furnish 120VAC power at equipment locations as needed during installation.
- D. Village of Freeburg to furnish a computer for the software as needed for installation.
- E. Interface Systems will be providing:
  - 1. Parts and labor as described in quote.
  - 2. Technician labor for CWA Union on site technical installation support
  - 3. All system programming.
  - 4. Training on system upon completion.
- F. Payment terms: 50% of Installation plus 1<sup>st</sup> Month of Service at time of order and balance of Installation upon completion of work.
- G. Clarifications:
  - 1. Quotation pricing is good for 30 days from date on proposal
  - 2. Allow 3-4 weeks from date of purchase order for equipment delivery and permits
  - 3. This proposal contains information that is confidential; it should neither be duplicated nor disclosed to any person or persons outside of the respective companies without Interface's prior written consent. Such information shall be permitted to become known only to those employees of the companies as shall be deemed necessary to make and evaluate the proposal or any agreement which may result there from.

We thank you for your time and consideration. If you have any questions please do not hesitate to contact me.

Sincerely,

Dave Schafer  
Commercial Security Sales Representative  
Direct: 314-985-9046

# Schedule of Service and Protection

## (Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 18TH DAY OF FEBRUARY, 2016, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR VILLAGE OF FREEBURG AT 14 SOUTHGATE CENTER, FREEBURG, ILLINOIS 62243. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT [HTTP://WWW.STANLEYCSS.COM/LEGAL.HTML](http://www.stanleycss.com/legal.html)

**Solution:** Village of Freeburg, IL access control

**Quote:** Q-00708174

**Investment Type:** Customer Owned

### System Information

Fire	<input type="checkbox"/>	Intercom	<input type="checkbox"/>
Video	<input type="checkbox"/>	Commander	<input type="checkbox"/>
Access	<input checked="" type="checkbox"/>	Integrated Solution	<input type="checkbox"/>
Access - Sonitrol	<input type="checkbox"/>	Integrated Solution - Sonitrol	<input type="checkbox"/>
Intrusion - Traditional	<input type="checkbox"/>	Time & Attendance	<input type="checkbox"/>
Intrusion - Audio	<input type="checkbox"/>	Other	<input type="checkbox"/>

### Customer to Provide

120 vac Power Outlets	All Conduit w/ Pull Strings	All Patching & Painting
Payment for Permits & Fees	Lighting Conditions for CCTV	Payment for Plan Submittals
Static IP address for equipment	PC Hardware for Access Control System	Fiber optic cable, connectors, and Insta
On Site Printer for BA / FA System	Network Connectivity	Access to Device Locations
Any Add'l Devices Req'd by Local AHJ	RJ31x Phone Jacks or dedicated lines	Add'l Wireless Receivers Req'd by Const
Aux'ry relays for Fire / sup'ory Devices	Secured storage of on-site equipment	Electric Locking Hardware
Door Hardware	Local Printer(s)	Network rack space
PC Client(s) hardware	PC Server(s) hardware	Roof penetrations
Scissor or boom lift	UPS	Wire, Cable, and Installation

### Equipment

Quantity	Part Number	Description
5	DS161	PIR REQUEST TO EXIT SENSOR WITH SOUNDER BACK
6	5000C 630	5000c Electric Strike Kit; 12vac/dc 24vac/dc Selectable; Fail Secure/safe Selectable; Includes 501, 501a Faceplates; Satin Stainless Steel
1	11045801	22/4 STR CM 500FT COIL WHT
3	712BNP	Honeywell 12V 7AH Battery - 712BNP
1	31951099	ACCESS CONTROL CBLE 1000FT REEL UNJKT PLENUM
1	63301106	24/4PR CAT5E CM 1M BX Blue
6	SR-1078CW	Sentrol Door Switch 3/4 Inch White
1	R9300-US28	Momentary Exit Switch, US 28 Finish
3	NX1MPS	Miscellaneous Hardware HONEYWELL NETAXS 1,2,3, STANDARD METAL CAN
2	NXD2	Miscellaneous Hardware HONEYWELL NETAXS 1,2,3 --2 DOOR

License Information (as of 12/01/2015): AK 1093309, 104691; AL 898, 1322, 1276, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 46682; AZ ROC204975; AR 0329770516, CMPY.0301911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600. CA 848019 - C10, C26; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0090772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; MI 5103305; 3601205772; MN TSO1238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 4501 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423; 34BF00017200; NM 374554; NV F400, F401; 0071024; 0076001; NY 12000293109, Licensed by NYS Dept. of State; OH 53-69-1512; OK 953; OR 161567; PA 032735; RI 9448A; TSC 4999; SC FAC3387; BAC5501; TN 1180, 1540, 1448, 1650, 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704058-6501; VA 2705-097235A, 11-5481; WA STANLCS925VZ; WV 045298; WI 969322; WY LV-G-23979.REV (2015.12.01) Q-00703174

		ADD
7	OP10HONR	Miscellaneous Hardware HONEYWELL MULLION READERS
1	AL1024ULACM8CB	Miscellaneous Hardware Alltronix power supply

**Services**

Selected or Quantity	Service Name	Service Description
X	eAccountManager	(Real-time account information) A premium service provided free of charge to commercial customers. Includes installation reports on pending and completed installations, service repair reports of pending and completed repairs, billing reports of pending and paid invoices, online bill payment and account management reports. Invoices can be viewed and printed in eAccountManager. Existing customers sign-up online while new customers are signed up via EQ.
X	Standard Service Plan	(Monday – Friday, 8am – 4pm) Stanley Standard Service Plan covers labor and equipment costs during normal business hours. The service plan can cover all types of protection systems including intrusion alarms, fire alarms, camera systems and access control systems. This plan covers normal "wear and tear", repair or replacement. Repair or replacement of equipment damaged by the customer, acts of God or vandalism is not covered. Service labor rates for after hours work are not included and are based on current Stanley service labor rate schedule. Includes access to the Stanley TAC (24x7).
1	Premium Plus eDataManager	(online support, account maintenance, activity research, manual reports, Stanley generated open/close report e-mailed or faxed weekly and five exception reports emailed or faxed daily or weekly) Premium Plus eDataManager provides 100% functionality of all eDataManager commands and allows the customer to select five automatic Stanley generated exception reports e-mailed or faxed on a daily basis. The reports available are: Unscheduled Activity, Incident Activity, System Not Armed, System Not Disarmed, Excessive Incident, Alarm Test Activity, System Not In Service, Internet Transmission Failure, Bad Contact, Account Activity Summary, Completed Service Calls, Telephone Transmission Failure, and System Not Armed Summary. Premium Plus eDataManager includes all the services of Basic, Advanced & Premium eDataManager. Unlimited access and usage. Includes eSubscribe – Report Subscriptions On Demand.

**Equipment Notes**

**Theory of Operation**

License Information (as of 12/01/2015): AK 1003300, 104601; AL 838, 1322, 1276; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388, 46662; AZ ROC204975; AR 0329770516, CMPY.00019111. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-6200. CA 646019 - C10, C28, LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.01B46514.5; DE 04-158; FAL-0001; FL EF0900772; GA 439701; IA AC-211; ID 015630, 022726-AA-4; IL 127001274; KY 335; LA F1162, F875; F1277; 61931; MA 7129C; MD 107-1828; MI 5103306; 3601205772; MN T501238; MS 19207-SC; 15024172; MT FPL-BEL-060132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 209, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423, 34BF05017200; NM 374554; NV F400, F401, 0071024; 0076001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-69-1512; OK 953; OR 161567; PA 032735; RI 9448A; TSC 4996; SC FAC3397, BAC5501; TN 1180, 1540, 1448, 1650, 1446, CE-D 65526; TX ACR2639, ECR1821; B02140; UT 5704068-6501; VA 2705-037235A, 11-5481; WA STANLCS925MZ; WV 045293; WI 969322; WY LV-G-23879.REV (2015.12.01) Q-00703174

**Investment Type: Stanley Security Direct**

**Pricing and Deposit Terms**

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: New  
Warranty Duration: 90 Days  
Escalation Information: 9% after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

\*Prices do not include taxes\*

**Total Installation Price\*:** \$19,541.79 USD

Up-front Deposit\*:

Progress Payments\*:

Balance Due Upon

Completion\*:

**Monthly Service Charges**

Total Monthly Fee\*:

Payment Frequency: Monthly in Advance

Draft Document

License Information (as of 12/01/2015): AK 1093300; 104691; AL 888, 1322, 1278; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9368. 48682; AZ ROC204975; AR 0329770516; CMPY.0001811. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72203 (501) 618-6500. CA 848019 - C10, C26, LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 430701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 335; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; MI 5103306; 3601205772; MH TS91238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320. NJ 1074485; 659423; 345F00017200; NM 374554; NV F400, F401; 0071024; 0978001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032735; RI 8448A, TSC 4995; SC FAC3387; BAC5501; TN 1169; 1540; 1448; 1650; 1446; CE-D-65528; TX ACR2639; ECR1821; B02140; UT 5764068-6501; VA 2705-637235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-6-23979-REV (2015.12.01) Q-09768174

# Master Service Agreement

No. Q-00708174

This Master Agreement is made and entered into this 18th day of February 2016 between STANLEY Convergent Security Solutions, Inc. with its principal place of business located in Naperville, Illinois (hereinafter referred to as "SCSS") and Village of Freeburg, with its principal place of business located at 14 Southgate Center, Freeburg, Illinois 62243 (hereinafter referred to as "Customer"). This Master Agreement sets forth the general terms and conditions for which SCSS shall provide services to Customer.

**1. SCOPE OF AGREEMENT.**

The instant terms and conditions shall apply to the following services: sales and/or installation, including SCSS owned systems, Service Plans, Storage and Surveillance Solution and monitoring, as described in a Schedule of Service and Protection ("Schedule") and/or Proposal requested by Customer and agreed to by SCSS. SCSS will provide the services at the location(s) specified on the attached Schedule. If Customer purchases equipment, at the expiration of the limited warranty, repair service will be on a time and material basis during the hours of 8am-4pm Monday through Friday, excluding holidays, unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS owned system are described on the Schedule.

**2. Term, Renewal, and Expiration.**

This Agreement shall remain in force for an Initial Term of 60 Months (5 Years) from the date this Agreement is executed (the "Initial Term"). If Customer has existing locations currently using SCSS systems and/or services, the terms and conditions of this Agreement shall cancel and supersede existing agreements at those locations. After the Initial Term expires, this Agreement will automatically be renewed as consecutive terms of one year, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term. During the Initial Term, the terms and conditions of this Agreement shall control each location specified in a Schedule (a "new location") for a period of 60 Months (5 Years) from the date the system first becomes operational at any such new location and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date that installation on the location commences. Provided, however, that if the Agreement has terminated or expired prior to the end of the term of such new location, the terms and conditions of the Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of SCSS and the Customer, as to the providing of services to any such new locations.

**3. Payment**

Customer agrees to pay SCSS:

- A. For the safe and/or installation of the systems as provided in the Schedule attached hereto. For any equipment identified as "TKO" on the Schedule, Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule and will be paid over the Initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment.
- B. For the monitoring, and/or service of the system(s) as provided in the Schedule, commencing from the date of installation completion, which shall be the day said item of equipment is installed at Customer's location and/or is communicating with SCSS's monitoring facility (the "Center") as determined by SCSS ("Installation Date.") Customer also agrees to pay interim charges in the amount of approximately 1/30<sup>th</sup> of the monthly charges for each day from and including the date the system becomes operative until the first (1<sup>st</sup>) of the following month. Payments for services are due  monthly  quarterly  semi-annually or  annually in advance, commencing from the first day of the month following the date the system becomes operative.
- C. Customer agrees that at any time following expiration of the first 12 Months (1 Year) of any Schedule, SCSS may increase the basic monthly charges for the location(s) specified on the Schedule, once a year, for the balance of the term and any renewal thereof. Customer agrees to pay the full amount of such increase, which increase shall not exceed 9% percent over the previous twelve (12) months' basic ongoing charges.

**4. Liquidated Damages and SCSS's Limits of Liability.**

- A. The parties agree that SCSS is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by SCSS or that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, and damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the system and/or service described in the Schedule has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs. The Agreement shall confer no rights on the part of any person or entity that is not a party hereto, whether as a third-party beneficiary or otherwise.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF LIABILITY IS IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, SCSS'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

- C. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM,

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WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE PROVIDED BY SCSS, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

- D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- E. Paragraphs A through D of this Article 4 shall apply to any other company or entity which, in addition to SCSS, furnishes, as a subcontractor, or otherwise, any installation, monitoring or other services provided hereunder.
- F. Limited Equipment Warranty. Where Customer purchases a security system under this Agreement, SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8am - 4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software is used with an operating system other than that specified by SCSS or its original equipment manufacturer ('OEM'), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

**DISCLAIMER OF ALL OTHER WARRANTIES:** WITH THE EXCEPTION OF THE FOREGOING LIMITED EQUIPMENT WARRANTY, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges.

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increase in charges to SCSS for facilities required for transmission of signals under this Agreement.
- B. At SCSS's option, a fee may be charged for any unnecessary service run or false alarm. If Customer or SCSS is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. If, following an investigation at Customer's request, it is mutually agreed that a false alarm was caused by SCSS, the amount of the fine or penalty paid by Customer shall be credited to Customer's account.
- C. The payments set forth in the Schedule referenced in paragraphs 3.A. and 3.B. include telephone company line charges if required. SCSS may immediately increase its monthly charges to reflect such increased line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll line charges incurred by the operation of the system.
- D. Installation charges set forth in the Schedule assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or if SCSS's wage rates do not apply as a result of prevailing wage conditions, or otherwise, then the installation charge will be adjusted accordingly.
- E. If any Governmental agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain alarm use permits, required by the local jurisdiction.
- F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.
- G. Failure to pay amounts when due shall give SCSS the right to charge interest at the rate of 1 1/2% per month, or other maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3.

6. Further Obligations of Customer.

- A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that if any work is required to be performed by SCSS due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then current prevailing charges. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY CLAIM ARISING OUT OF SUCH TAMPERING, ALTERATION, ADJUSTMENT, ADDITION TO, DISTURBANCE, INJURY, MOVEMENT, REMOVAL OR INTERFERENCE WITH SUCH EQUIPMENT AND FOR THE INTERCONNECTION BY ANYONE OTHER THAN SCSS OF ANY EQUIPMENT OR DEVICE TO ANY SCSS EQUIPMENT.
- B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

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- C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in, or failure of, the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.
- D. Customer shall permit SCSS access to the premises for any reason arising out of, or in connection with, SCSS's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third-parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of an SCSS owned system).
- F. Any claim by Customer of improper installation or failure to comply with Customer's specifications shall be made in writing to SCSS within ninety (90) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., *Limited Equipment Warranty*.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover SCSS owned system components when Customer moves out of the premises.
- H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start, or continue, to perform its work under the Agreement until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. CUSTOMER SHALL INDEMNIFY AND HOLD SCSS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM A BREACH OF THE FOREGOING REPRESENTATIONS (REGARDLESS OF WHETHER OR NOT CUSTOMER DISCLOSED SUCH MATERIALS TO SCSS).
- K. Customer agrees that SCSS may conduct a credit investigation and review. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.
- L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

**7. Further Obligations of SCSS: Limitations.**

- A. Neither party shall be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of such party, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.
- B. If Customer has subscribed to monitoring service, the system will be connected to SCSS's Center. Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals unless expressly prohibited by local authorities. If Customer requires phone notification for non-emergency signals, Customer agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal day-time hours unless expressly requested otherwise by Customer.

The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

- C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

License Information (as of 12/01/2015): AK 1093399; 104891; AL 688, 1322, 1278, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9358, 48582; AZ ROC204975; AR 0329770516; CMPY.0901911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-6500; CA 846019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830, 022720-AA-4; IL 127091274; KY 338; LA F1162, F875; F1277, 61931; MA 7123C; MO 107-1828; MI 5103396, 3691205772; MN T501238; MS 19207-SC; 15024172; MT FPL-BEL-060132; NC 23471 SP-FALV, 1819-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400, F401; 0071624; 0076001; NY 12050293169, Licensed by NYS Dept. of State; OH 53-69-1512; OK 853; OR 161567; PA 032739; RI 8448A; TSC 4996; SC FAC3387; BACS501; TN 1160; 1540, 1448; 1650, 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704058-6501; VA 2705-687235A, 11-5481; WA STANLCS925M2; WY 015288; WI 969322; WY LV-G-23879; REV (2015.12.01) O-60708174

- D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the Schedule have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEMS SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- E. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents, nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.
- G. If a service plan or software support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement.
8. **Title to Equipment and Use of SCSS-owned Equipment; Proprietary Protection.**
- A. Any SCSS owned equipment installed on the Customer's premises shall at all times remain solely the property of SCSS and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. If Customer purchases equipment, Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid. It is further understood and agreed that SCSS may remove or abandon all SCSS owned equipment, including all wiring installed by SCSS, in whole or in part, upon termination of the Agreement by lapse of time, default of any moneys due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS to collect any charges which have accrued hereunder. Customer shall have no right, title or interest in the equipment outside of the leasehold interest created by the Schedule.
- B. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.
- C. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.
9. **Termination.**
- A. SCSS may terminate this Agreement as follows:
- Immediately, in the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days after receipt of written notice from SCSS specifying such default. Notification by facsimile, U.S. mail or by courier shall be acceptable. Upon such termination for default, the balance of all moneys due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
  - Immediately, in the event SCSS's monitoring center, the telephone lines, wires, or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - As provided in Article 2 relating to expiration.
- B. Customer may terminate this Agreement:
- Immediately, upon written notice for any individual location in the event any Customer location is, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such location, provided that if the Customer is using SCSS owned or TKO equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
  - As provided in Article 2 relating to expiration.
- C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment pursuant to Article 8.
10. **Assignment.**  
This Agreement is not assignable by the Customer, except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of the obligations under the Agreement, without the consent of, but with notification to, the Customer.

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11. **Insurance and Waiver of Subrogation.**

Customer shall obtain, and maintain, Insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with the services provided by SCSS. For all losses, damage or injury above the limits set forth in Paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

12. **Severability and Savings**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Non-solicitation**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired Employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through "head hunters" who contact a party's employees without the party's knowledge will not be considered solicitations for purposes of this paragraph.

14. **Trial by Jury**

Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

15. **Choice of Law**

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

16. **Entire Agreement.**

It is agreed to and understood by the parties that this Agreement, and the attached Schedule and Exhibits, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the services covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS's management as provided below. Customer hereby acknowledges that it has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.

Customer: Village of Freeburg

\_\_\_\_\_  
Security Representative (Sign)

\_\_\_\_\_  
Customer (Sign)

\_\_\_\_\_  
Security Representative (Print)

\_\_\_\_\_  
Customer (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
STANLEY Authorized Manager (Sign)

\_\_\_\_\_  
STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

**Account Payment Settings:**

PO Required by customer:

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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