

**A RESOLUTION APPROVING AND ACCEPTING FBS, INC. D/B/A WAREHAM'S
ALARM AGREEMENT**

BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That South Sangamon Water Commission hereby approves and accepts FBS, Inc. d/b/a Wareham's Alarm Agreement, a copy of which is attached as Exhibit "A".

SECTION 2: That Chairman and appropriate officer are authorized and directed to execute said Agreement on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.

SECTION 3: This Resolution is effective immediately.

PASSED this 22nd day of February, 2021.



CHAIRMAN

ATTEST:



Clerk

AYES: Roth, Johnson, Morris

NAYS: None

PASSED: 2/22/2021

APPROVED: 2/22/2021

ABSENT: 0

**FBS INC. — DBA WAREHAM'S
ALARM AGREEMENT**

THIS AGREEMENT made this 1st day of September, 2020 by and between WAREHAM'S hereinafter called the "Company" and South Sangamon Water Commission hereinafter called the "Client".

1. **INSTALLATION:** Company agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system ("system") as described on the Schedule of Protection, at the premises of Client.

at 9199 Buckhart Rd. Rochester IL Zip Code 62563

2. **TERM, PAYMENT, RENEWAL:** The Client hereby agrees to pay the Company, its agents or assigns the sum of (\$ 99.00) ninty nine + 00/100 DOLLARS for installation and the further sum of (\$ 36.00/mo.) Thirty six + 00/100 DOLLARS per month, payable quarterly in advance, on the first day of each calendar quarter, commencing with the quarter following completion of the installation, for a period of three (3) years from the date service commences.

a. At the expiration of the initial three (3) year period, this Agreement shall be automatically renewable for period of one (1) year each, the first of such renewal periods to commence upon date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original Agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall pay the same amount according to the terms and conditions as set forth in this Agreement.

3. **RECEIPT OF COPY:** CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

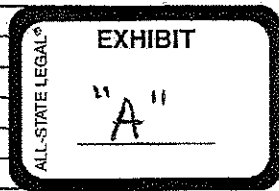
4. **COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPRISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF;

5. **RESPONSE TO ALARMS:** (a) **LOCAL ALARM:** If Company has installed a local alarm, Company, upon receipt of information that an audible device is sounding on the premises of Client, will make reasonable effort to notify Client or his designated representative by telephone at the phone number and address supplied to Company in writing by Client. If Client cannot be reached or does not appear at the above-described premises within thirty (30) minutes from the time Company receives information that the audible device is sounding, or if Company is called upon to turn off any audible alarm at the above address at any time, Client hereby authorizes and appoints Company, as its agent, to turn off the said audible device and agrees to hold Company harmless and to indemnify Company from any damage, loss or liability which may result from the turning-off of the alarm by Company.

6. **SERVICE, INSPECTIONS, COST OF REPAIRS, LEASE SYSTEM ONLY:** Client authorizes and empowers Company to maintain and service the aforesaid system and to make any necessary inspections, test and repairs as required. In the case of fire alarm protection, Client shall notify Company in writing of any change in its fire rating bureau or agency. Repairs necessitated by ordinary wear and tear shall be at Company's expense and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. All necessary inspections and tests which may be required on the part of Company shall be performed between the hours of 8:00 a.m. and 5:00 p.m. on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance of the specified alarm system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected.

SCHEDULE OF PROTECTION: EQUIPMENT SOLD LEASED
SYSTEM SHALL CONSIST OF:

- (Installed 4-1-13)
- | | |
|--|---------------------------------------|
| 2. 1-Vista 20P Control | Monthly breakdown \$ 2/mo. monitoring |
| 3. 3-Alpha touchpads w/wireless receiver | \$ 12/mo. cellular |
| 4. 16-Dance protected contact switches | \$ 3/mo. App |
| 5. 1- 8 zone expander board | \$ 36.00 monthly |
| 6. 1- Door Glass | |
| 7. 5- Motions (Audi tech) | |
| 8. 1- Siren interior | |
| 9. 1- back up battery | |
| 10. 1- red light | |
| 11. 1- wireless receiver | |
| 12. 2- Key fobs | |
| 13. 1- Cellular Communicator | |
| 14. | |
| 15. Upgrade dialer 9-1-2020 | |
| 16. 1- LTE-XA Cellular Communicator | |



- For an additional cost, Cellular Backup is available for protection against phone line violations. n/a
 Purchase of additional security devices your level of protection can be increased.

THE ABOVE AND CONDITIONS SET FORTH ON PAGES 1 THROUGH 2 OF THIS AGREEMENT ARE MADE A PART HEREOF.

Client's Name (printed or typed) _____

Authorized Signature _____

Signer's Name (printed or typed) _____ Title _____

Business Phone _____ Residence Phone _____

WAREHAM'S

Wareham's Accepted By Walter Akell
WAREHAM'S ACCEPTED BY _____

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

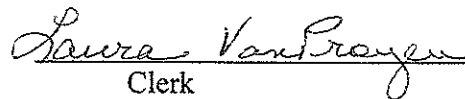
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 21-03 adopted by the Commission on the 22nd day of February, 2021, said Resolution being entitled:

**A RESOLUTION APPROVING AND ACCEPTING FBS, INC. D/B/A WAREHAM'S
ALARM AGREEMENT**

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 22nd day of February, 2021.


Clerk