

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
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Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday,
June 19, 2018

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the Previous Public Hearing Regarding Proposed Annual Budget and Appropriation beginning May 1, 2018
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Pass and Approve Ordinance 2017-26, "An Ordinance Amending Chapter 22, Article XVII, Section 22-645 of the Municipal Code, Village of Stickney. Illinois Regarding Insurance"
8. Pass and Approve Ordinance 2018-27, "An Ordinance Amending Chapter 86, Section 86-121 of the Municipal Code, Village of Stickney, Illinois Regarding Water Rates"
9. Pass and Approve Ordinance 2018-28, "An Ordinance Adopting and Implementing Revised Automated Traffic Laws to Repeal and Replace Chapter 14, Article II, Section 14-31 of the Village of Stickney Code of Ordinances and Approving an Agreement with Safespeed, LLC
10. Approve Resolution 11-2018, "A Resolution Authorizing and Approving a Certain Agreement with Grate Signs, Inc. for the Village of Stickney"
11. Report from the President
12. Report from the Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comments
16. Adjournment

Posted June 14, 2018

June 5, 2018

Budget Hearing

State of Illinois
County of Cook
Village of Stickney

A Public Hearing of the Board of Trustees of the Village of Stickney was called to order by Mayor Jeff Walik on Tuesday, June 5, 2018 at 6:40 P.M. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:
Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White
Absent: Trustee Savopoulos

The Clerk read the official notice of the public hearing as published in the *Cook County Chronicle* Publication on Wednesday, May 23, 2018.

The Village Clerk read the summary of the amounts budgeted and appropriated by fund:

Estimated Cash on Hand May 1, 2018	\$ 4,833,929	
Estimated Revenues	12,694,792	
TOTAL AVAILABLE		\$17,635,725
Appropriated for General Fund	7,812,966	
Appropriated for Water Fund	3,204,475	
Appropriated for Capital Projects Fund	382,044	
Appropriated for Motor Fuel Tax Fund	60,000	
Appropriated for Family Day Fund	20,000	
Appropriated for 911 Fund	16,000	
Appropriated for Police Seizure Fund	0	
Appropriated for Police Revenue Fund	0	
Appropriated for Bond and Interest Fund	793,960	
TOTAL APPROPRIATIONS		<u>\$12,289,445</u>
Estimated Cash on hand as of April 30, 2019		<u>\$5,346,280</u>

The Village Treasurer, Paul Nosek made his presentation of the Summary of the Combined Annual Budget and Appropriations Ordinance.

We were told that last year \$7,166,667.00 was budgeted for the General Fund. This year \$7,812,966.00 was budgeted for the same fund. The difference is a majority of it, or \$400,000.00 is being transferred to our Capital Projects Fund. Another \$200,000.00 is an increase to the Police Pension Fund. The remainder is for health insurance and payroll costs associated with our village employees.

Some highlights to the revenue side are: Last year we picked up revenue from overweight truck fines of \$27,000.00 in just four months. Our building permits procedures were changed. We are now charging for reinspections. Before we were losing money. Inspectors

are expected to go out there several times and never collect a fee. We are tightening up some of our procedures to make it a fair transaction for both of us. Our ambulance fees are going to go up with our new 9-1-1 contract with dispatchers. They should double with our new contract. We were getting charged 8% and we will charge 4% now. The Capital Projects Fund: By transferring the \$400,000.00 we will be able to outfit the public works, police department and fire department with all new cameras for surveillance to enhance safety and security. We will be getting a new electronic sign in front of the village hall. We will buy three new squad cars, one fire vehicle, some public works equipment, a web site redesign and LED street lights. Those are the highlights.

Trustee White clarified that the ambulance fees are what we are going to have to collect. The fees are going to be half of what they are now. Therefore the revenue from that is going to be more. We are not doubling ambulance fees. We are actually cutting the cost of collecting the ambulance fees.

COMMENTS FROM THE BOARD: None

PUBLIC COMMENTS: There were no questions or comments

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic, that the meeting be adjourned. Upon which, said Board of Trustees adopted the motion unanimously at 6:43 p.m. and Mayor Walik declared the motion carried and the meeting adjourned.

Respectfully submitted,

Audrey McAdams
Village Clerk

Approved by me, this day of , 2018.

Jeff Walik, Mayor

June 5, 2018

**State of Illinois
County of Cook
Village of Stickney**

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, June 5, 2018, at 7:09 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White
Absent: Trustee Savopoulos**

Mayor Walik announced that Trustee Savopoulos will be absent again today. It is an excused absence. Hopefully he will be back again for the next meeting. He does not have a lot of energy to last a full day.

Trustee Milenkovic moved, duly seconded by Trustee Hrejsa to approve the minutes of the previous regular session on Tuesday, May 15, 2018.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.**

Trustee White moved, duly seconded by Trustee Torres that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

**Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.**

Prior to the vote, Treasurer Paul Nosek provided a summary indicating the source of funds used to pay the bills and the totals to be approved.

**Corporate Fund: \$97,334.50
Motor Fuel Tax Fund: \$0
Badge Fund: \$0
Water Fund: \$6,072.51
Police Pension Fund: \$0
911 Account: \$11,052.15
1505 Account: \$0
Family Day: \$0**

Police Revenue Sharing: \$0
Capital Projects Fund: \$22,162.17
Bond & Interest Fund: \$164,955.00
Subtotal: \$301,576.33
General Fund Payroll: \$126,723.35
Water Fund Payroll: \$9,874.88
Subtotal: \$136,598.23
Total to be approved by Village Trustees: \$438,174.56

Trustee White moved, duly seconded by Trustee Kapolnek to Pass and Approve Ordinance 2018-24, "A Combined Annual Budget and Appropriation Ordinance for Fiscal Year Ending April 30, 2019 for the Village of Stickney, Illinois"

Treasurer Paul Nosek stated, "We would like to change two items on the budget." "On page 18 line item 01-502-007, change \$6,000 to \$9,000." "On page 28 change the title Parking Lot—6700 Pershing to Economic Incentive. He asked that the motion include those two amendments.

Village Attorney Del Galdo recommended that Trustee White say, "I so move to reflect these amendments."

Trustee White moved, duly seconded by Trustee Milenkovic to reflect the amendments recommended by Treasurer Paul Nosek and to Pass and Approve Ordinance 2018-24, "A Combined Annual Budget and Appropriation Ordinance for Fiscal Year Ending April 30, 2019 for the Village of Stickney, Illinois"

Note that the first motion has been withdrawn.

Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2018-25, "An Ordinance Establishing the Prevailing Wage Rates for Construction of Public Works Projects for the Village of Stickney."

Upon the roll call, the following Trustees voted:
Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White
Nays: None
Absent: Trustee Savopoulos
Mayor Walik declared the motion carried

Trustee Hrejsa moved, duly seconded by Trustee Kapolnek to approve Resolution 09-2018, "A Resolution Authorizing and Approving the Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council for the Village of Stickney"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve Resolution 10-2018, "A Resolution Authorizing and Approving the Collective Bargaining Agreement with the International Union of Operating Engineers Local 399 for the Village of Stickney"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

MAYOR'S REPORT: Mayor Walik welcomed Clerk Audrey McAdams back. He thanked the police, fire department and public works for the amazing job they did during the funeral of the Chicago Fire Department diver at Mount Auburn Cemetery. We got complaints but we had to keep the traffic flowing. He thought that there were over 200 Chicago Police cars. In addition there were Chicago Fire cars, fire engines, fire apparatus, service trucks and the families. There was a 45 minute procession. The police did a great job blocking off the streets. In addition, the Mayor explained that we put these union contracts together. He thanked all that were involved; the police officers, the union representatives and public works. We did this all ourselves with the trustees. We met with the union representatives and representatives from the police and public works. We had both contracts done in one day. We worked out money and insurance. Police was 1 ½ hours and Public Works was 3 hours of time.

CLERK'S REPORT: Clerk McAdams reported that she is starting on the 2020 census. She told the audience that it is a work in progress. Every month she fills out a report that lets them know if we have had any new home construction. Currently she is updating LUCA (Local Update of Census Addresses). She will fill in any new housing taking place since 2010. Any demolitions will also be provided. All this information is due to the Census people by August 1, 2018. Ultimately the Census people will use this information to update the addresss that will be used by the Census workers and mailers to canvas the population in Stickney. She explained that this process is important because of the funding we may receive that is based on per capita.

TRUSTEE REPORTS:

Trustee Hrejsa reminded us about Music in the Park starting on Wednesday. Details were given of the event.

Trustee Torres informed us that she is working on revising the parking ordinance. It has gone to the lawyers for review. An example of the changes include residents will be entitled to two visitor parking permits. They will be visible by hanging it from the rearview mirror. If someone has a caretaker, they could purchase a vehicle sticker

for parking so they can park in areas for residents only. People can still call the police for permission for overnight parking. In the W sticker area, which is around the restaurants, people must have their W sticker for their car. Otherwise that is residential parking only. In addition, Trustee Torres is working on Family Day. She asked for volunteers. We need a lot of help. Family Day will be on September 2.

Trustee Milenkovic promoted Flag Day, June 14, 2018. He asked that people fly their flags. He gave Father's Day greetings to all the fathers. He mentioned the Metropolitan Reclamation District's tree give-away. Stickney had trailer full of the free trees at the Stickney-Forest View block party.

Trustee Jeff White updated us on our electric aggregation contract that he previously mentioned a couple of meetings ago. At the July 3 meeting we will have Bob Streit from Illinois Energy Aggregation, who has handled our last two contracts, inform us of two different programs available. Information on our current supplier Elico will be presented. This will be informative for the board and those in the audience. This will be a good time to ask questions. Trustee White was anxious to learn more about the program. He mentioned that rates are higher than they have been in the past. Our last contract was a little higher than the one before. This next one is even higher. He did his own research on the subject and found that rates are higher everywhere. There are two different programs for the village. One is a 100% green program. There also is an energy efficiency program. Mr. Streit will be here to educate the board so they can make a wise decision.

In addition, Trustee White announced that we have budgeted for a new electronic sign in front of the Village Hall. Programing will be done remotely on a computer. We will be able to advertise for special events in the Village. It will be a focal point of the town just like the new police stairs.

DEPARTMENT REPORTS:

At this point, Mayor Walik thanked Treasurer Paul Nosek, the Trustees and the Department Heads for putting the budget together in a timely manner.

Tree Committee Report by Ed Bartunek: On May 18 we had the Enablon Company do a service project for the year at Edison School in Stickney. We planted 13 trees. Morton Arboretum came out there along with American Forest. Washington DC came out to give assistance. He assisted with the planting of the trees. Everybody went out there in groups of two. Each class planted their tree $\frac{3}{4}$ of the way. Lastly the kids finished planting their tree by patting down the dirt. They did get their fingers dirty. Mr. Bartunek checks the trees every other day. They are still alive. The kids like checking the trees. They make their parents get out of the car to see their tree. The following is a list of the trees planted: American Basswood; Bur Oak; Triumph Elm; Kentucky Coffee Tree; two Red Buds; Apple Serviceberry; two Pagoda Dogwood; Chinka Pin Oak; Prairie Crab Tree; Royal Raindrop Crabtree. They are planted all around the whole school.

The Mayor thanked Ed for all his work and his time. There was a total of 30 volunteers.

Police Chief Dan Babich informed us that over the weekend Officer Flanagan, who specializes in overweight trucks, stopped a vehicle that was hauling two large panel trucks that these people got from NiCor. They were dragging them on a trailer. The driver was out of Guadalajara, Mexico. We had our suspicions of drug activity. We had a drug sniffing dog inspect the trucks and it hit three different times. The trucks were overweight and the driver didn't have the proper license. The bond alone allowed us the ability to inspect and dismantle this vehicle to locate any type of narcotics. Another thing, the driver was connected to the truck owner's son who was arrested by the DEA a month ago with \$60,000 in cash and guns. We placed the names together using a specialized computer system. We were able to show this history. We couldn't move the truck otherwise we would have to get a search warrant. We stayed near Koppers and dismantled it there. We couldn't find anything. But, it was an important experience dealing with a situation like this. Most officers would have let it go. The two panel trucks were chained down. They were in bad condition. Most officers are not familiar with overweight. Not dealing with search and seizure issues could have also violated their civil rights. We did it all there so we didn't need a search warrant. Then we brought the dog back for another run and he didn't sit down. It tells me that he did smell some sort of residue left over. We could have missed it by a few days. I give the guys accolades for giving it their best shot. The driver was taking it to Texas and then he was taking it down to Mexico. It was a good arrest.

Treasurer Paul Nosek thanked all the department heads and board members for helping with the budget.

Public Works Director Joe Lopez said things are going along well. All the sod is in for the trees they took out. They are going to start the handicap curb painting soon.

Fire Chief Jeff Boyajian addressed the recent funeral for the Chicago Fire Department diver who was buried at Mount Auburn Cemetery. He heard a comment from one of the Chicago Fire Chiefs that this is the first time he has seen so many American Flags. (They were displayed from the ladders of hook and ladder trucks.) They were at every intersection from 45th and Harlem to 39th Street to Oak Park and at the cemetery entrance. It showed the comradery between Chicago and the suburbs. In addition, this Sunday we will be involved in a mock disaster at Midway Airport.

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion at 7:34 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2018

Jeff Walik, Mayor

Village of Stickney
Warrant Number 18-19 -04

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
17-Jun-18

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		102,046.14
02 MOTOR FUEL TAX FUND		3,219.50
03 BADGE		-
04 WATER FUND		155,575.24
05 POLICE PENSION FUND		-
06 911 ACCOUNT		-
07 1505 ACCOUNT		-
08 FAMILY DAY		-
09 POLICE REVENUE SHARING		-
11 CAPITAL PROJECTS FUND		382.50
12 BOND & INTREST FUND		-
	Subtotal:	<u>261,223.38</u>
General Fund Payroll	6/15/2018	226,290.45
Water Fund Payroll	6/15/2018	<u>9,570.70</u>
	Subtotal:	<u>235,861.15</u>
Total to be Approved by Village Council		<u>497,084.53</u>

Approvals:

Jeff Walik, Mayor

Audry McAdams, City Clerk

Paul Nosek, Treasurer

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
A & M PARTS, INC. 678110	01-505-007	105.20	10019 10019	06/15/18
ATLAS BOBCAT 687596	01-506-008	3,618.66	10020 10020	06/15/18
CINTAS #769 769435671	01-507-005	673.87	10021 10021	06/15/18
CINTAS #769 769439234	01-507-005	104.79	10021 10021	06/15/18
BILTMORE REFRIGERATION 47309	01-505-012	246.25	10022 10022	06/15/18
BELL FUELS, INC. 270895	01-505-006	1,376.26	10023 10023	06/15/18
BELL FUELS, INC. 270896	01-505-006	509.67	10023 10023	06/15/18
BELL FUELS, INC. 271295	01-505-006	317.66	10023 10023	06/15/18
BELL FUELS, INC. 271296	01-505-006	2,614.81	10023 10023	06/15/18
NICOR 35504700002-0618	01-507-002	124.47	10024 10024	06/15/18
COMCAST 8771201240581235-051	01-502-015	135.35	10025 10025	06/15/18
COMCAST 8771201660012091-061	01-502-015	144.85	10025 10025	06/15/18
AMERIGAS - CICERO 632791369	01-506-003	236.90	10026 10026	06/15/18
ARTISTIC ENGRAVING 12303	01-504-012	209.00	10027 10027	06/15/18
12303	01-504-017	108.50	10027	
AIR ONE EQUIPMENT, INC. 133283	01-505-011	205.00	10028 10028	06/15/18
MENARDS - HODGKINS 01239	01-506-013	705.63	10029 10029	06/15/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
MENARDS - HODGKINS 01243	01-506-013	10.76	10029 10029	06/15/18
MENARDS - HODGKINS 01923	01-506-013	272.91	10029 10029	06/15/18
MENARDS - HODGKINS 1239 01239	01-506-013 01-506-013	705.63 705.63	10029 10029 10029	06/15/18
MENARDS - HODGKINS 1243 01243	01-506-013 01-506-013	10.76 10.76	10029 10029 10029	06/15/18
L A FASTENERS INC 1-159345	01-506-013	26.75	10030 10030	06/15/18
UNIFIRST CORPORATION 0611126743	01-507-005	125.00	10031 10031	06/15/18
ANDERSON PEST SOLUTIONS 4768823	01-507-005	51.50	10032 10032	06/15/18
ANDERSON PEST SOLUTIONS 4768825	01-507-005	50.00	10032 10032	06/15/18
BLUDERS TREE SERVICE 4791	01-506-007	2,500.00	10033 10033	06/15/18
OREILLY AUTOMOTIVE STORES, INC. 3405-357557	01-504-009	119.83	10034 10034	06/15/18
OREILLY AUTOMOTIVE STORES, INC. 3405-354715	01-505-007	95.36	10034 10034	06/15/18
OREILLY AUTOMOTIVE STORES, INC. 3405-354738	01-505-007	42.99	10034 10034	06/15/18
OREILLY AUTOMOTIVE STORES, INC. 3405-356122	01-505-007	22.47	10034 10034	06/15/18
CINTAS FIRST AID & SAFETY 5010859118	01-505-009	154.75	10035 10035	06/15/18
WESTFIELD FORD 452587	01-504-009	279.14	10036 10036	06/15/18
WESTFIELD FORD			10036	06/15/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
=====	=====		=====	=====
621995	01-504-009	67.97	10036	
VERIZON WIRELESS 9808186569	01-504-010	1,235.77	10037 10037	06/15/18
CALL ONE 0618	01-507-003	3,003.32	10038 10038	06/15/18
GOOGLE INC. 3465154814	01-502-015	454.16	10039 10039	06/15/18
SOUTHERN WISCONSIN & NORTHERN ILLINOIS 5449	01-505-010	30.00	10040 10040	06/15/18
JET BRITE CAR WASH, INC. 0518	01-504-009	54.00	10041 10041	06/15/18
COMBINED PLUMBING & SEWER 3092	01-507-005	245.50	10042 10042	06/15/18
COMBINED PLUMBING & SEWER 3087	01-507-005	279.50	10042 10042	06/15/18
M G CLEANING SERVICE 061518	01-507-001	1,000.00	10043 10043	06/15/18
JACK PHELAN CHEVROLET 349840	01-504-009	106.75	10044 10044	06/15/18
JACK PHELAN CHEVROLET 349834	01-504-009	57.35	10044 10044	06/15/18
PENGUIN MANAGEMENT, INC. 49699	01-505-008	1,728.00	10045 10045	06/15/18
LYONS ELECTRIC COMPANY 3685	01-507-005	898.94	10046 10046	06/15/18
LYONS ELECTRIC COMPANY 3868	01-507-005	352.44	10046 10046	06/15/18
LYONS ELECTRIC COMPANY 3869	01-507-005	773.75	10046 10046	06/15/18
LYONS ELECTRIC COMPANY 3870	01-507-005	216.22	10046 10046	06/15/18
LYONS ELECTRIC COMPANY 3928	01-507-005	831.92	10046 10046	06/15/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
ZOLL			10047	06/15/18
00020840	01-505-015	105.00	10047	
NOVOTNY ENGINEERING			10048	06/15/18
18142-1	01-503-005	2,592.50	10048	
NOVOTNY ENGINEERING			10048	06/15/18
17290-3	01-503-005	595.00	10048	
NOVOTNY ENGINEERING			10048	06/15/18
18164-1	01-503-005	425.00	10048	
NOVOTNY ENGINEERING			10048	06/15/18
3	01-503-005	212.50	10048	
17290-3	01-503-005	595.00	10048	
17298-3	01-503-005	127.50	10048	
NOVOTNY ENGINEERING			10048	06/15/18
7	01-503-005	170.00	10048	
17290-3	01-503-005	595.00	10048	
17298-3	01-503-005	127.50	10048	
NOVOTNY ENGINEERING			10048	06/15/18
8	01-503-005	340.00	10048	
17298-3	01-503-005	127.50	10048	
18142-1	01-503-005	2,592.50	10048	
18164-1	01-503-005	425.00	10048	
NOVOTNY ENGINEERING			10048	06/15/18
17298-3	01-503-005	127.50	10048	
COMED			10049	06/15/18
7827800007-0518	01-517-004	28.05	10049	
CIRCLE TRACTOR			10050	06/15/18
01-222588	01-506-014	596.24	10050	
CIRCLE TRACTOR			10050	06/15/18
01-222588	01-506-014	596.24	10050	
222588	01-506-014	596.24	10050	
CUMMINS NPOWER, LLC			10051	06/15/18
F2-9634	01-507-005	157.97	10051	
CUMMINS NPOWER, LLC			10051	06/15/18
F2-9638	01-507-005	260.86	10051	
MUNICIPAL EMERGENCY SERVICES			10052	06/15/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
=====	=====		=====	=====
IN1230278	01-505-012	138.52	10052	
MUNICIPAL EMERGENCY SERVICES			10052	06/15/18
IN1231946	01-505-012	72.40	10052	
GRAINGER			10053	06/15/18
1323400622	01-506-013	20.22	10053	
NORTH EAST MULTI-REGIONAL			10054	06/15/18
237472	01-504-014	35.00	10054	
AIRGAS USA, LLC			10055	06/15/18
9953536387	01-505-009	461.02	10055	
STANDARD EQUIPMENT COMPANY			10056	06/15/18
P06626	01-509-002	28.56	10056	
WHOLESALE DIRECT INC.			10057	06/15/18
000233757	01-505-007	132.44	10057	
TYCO INTEGRATED SECURITY LLC			10058	06/15/18
30558293	01-507-007	49.95	10058	
FLAG WORLD			10059	06/15/18
74788	01-507-005	303.00	10059	
RUSSO POWER EQUIPMENT			10060	06/15/18
5060929	01-507-004	379.91	10060	
FIRE INVESTIGATOR STRIKE FORCE			10061	06/15/18
052618	01-505-010	90.00	10061	
FIRE INVESTIGATOR STRIKE FORCE			10061	06/15/18
0618-0519	01-505-010	75.00	10061	
HALL SIGNS			10062	06/15/18
333475	01-506-011	632.24	10062	
Arcelia V.Abed			10063	06/15/18
060218	01-400-031	25.00	10063	
Chronicle Media, LLC			10064	06/15/18
14603	01-502-012	60.00	10064	
Citizens Bank			10065	06/15/18
4986-0618	01-517-005	188.03	10065	
4986-0618	01-507-005	1,213.25	10065	
4986-0618	01-505-009	270.18	10065	
4986-0618	01-504-012	696.25	10065	

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
IFCA			10066	06/15/18
FO-180135	01-505-010	295.85	10066	
Innov8tek			10067	06/15/18
1994	01-502-015	460.00	10067	
Mail Finance			10068	06/15/18
N7180228	01-502-009	354.99	10068	
MPC Communications & Lighting, Inc.			10069	06/15/18
18-1170	01-504-009	57.50	10069	
Neopost			10070	06/15/18
052518-POSTAGE	01-502-009	500.00	10070	
Pulse Technology Partners, Inc.			10071	06/15/18
1212	01-504-009	425.00	10071	
Shark Shredding, Inc.			10072	06/15/18
36929	01-504-011	42.00	10072	
Skynet Security Systems			10073	06/15/18
17639	01-504-012	415.00	10073	
Unlimited Graphix, Inc			10074	06/15/18
114981	01-502-009	314.16	10074	
Upbeat Site Furnishings			10075	06/15/18
601971	01-517-006	1,327.97	10075	
Waste Managaement			10076	06/15/18
2938346-2009-9	01-509-011	26,816.45	10076	
Waste Managaement			10076	06/15/18
2946487-2009-1	01-509-011	26,816.45	10076	
Totals		102,046.14		

Printed 6/14/2018

Village of Stickney
AP Cash Distribution
MOTOR FUEL TAX FUND
Checks Issued 6/9/2018 To 6/17/2018

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Vendor Invoice No. =====	GL Distribution =====	Check# =====	Check Date =====
NOVOTNY ENGINEERING 3-16599	02-340-024	10077 10077	06/15/18
Totals		3,219.50	

Village of Stickney
AP Cash Distribution
WATER FUND
Checks Issued 6/9/2018 To 6/17/2018

Vendor Invoice No.	GL Distribution		Check#	Check Date
KONICA MINOLTA BUSINESS SOLUTIONS			10078	06/15/18
9004622546	04-513-013	26.40	10078	
HARLEM PLUMBING SUPPLY			10079	06/15/18
5834	04-513-004	1.68	10079	
CORPORATE MAILING SERVICE, INC.			10080	06/15/18
3030	04-513-029	150.00	10080	
AUTOMATIC CONTROL SERVICES			10081	06/15/18
4046	04-513-013	493.00	10081	
FERGUSON WATERWORKS #1934			10082	06/15/18
0125956	04-513-003	620.88	10082	
NOVOTNY ENGINEERING			10083	06/15/18
17388-2	04-513-005	1,246.00	10083	
NOVOTNY ENGINEERING			10083	06/15/18
18109-1	04-513-005	1,076.00	10083	
NOVOTNY ENGINEERING			10083	06/15/18
3-17098	04-513-014	450.67	10083	
CITY OF CHICAGO			10084	06/15/18
435118-0618	04-513-001	38,623.20	10084	
CITY OF CHICAGO			10084	06/15/18
435119-0618	04-513-001	110,322.96	10084	
POSTMASTER			10085	06/15/18
0618-WATER	04-513-011	340.44	10085	
Comed			10086	06/15/18
0304130005-0518	04-513-002	1,935.70	10086	
Comed			10086	06/15/18
0773038136-0518	04-513-002	288.31	10086	
Totals		155,575.24		

Printed 6/14/2018

Village of Stickney
AP Cash Distribution
CAPITAL PROJECTS FUND
Checks Issued 6/9/2018 To 6/17/2018

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Vendor Invoice No. =====	GL Distribution =====	Check# =====	Check Date =====
NOVOTNY ENGINEERING		10087	06/15/18
18040-1	11-515-002	382.50 10087	
Totals		382.50	

ORDINANCE NO. 2018- 26

AN ORDINANCE AMENDING CHAPTER 22 ARTICLE XVII, SECTION 22-645 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING INSURANCE REQUIRED

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, the Village issues permits for home repairs and remodeling and as a condition of those permits, the applicant for said permits must show and keep on file with the Village proof of insurance in a certain amount; and

WHEREAS, the amount of the insurance has not been changed, amended or increased since 1981 and it is out of step with the market standards and with what neighboring municipalities require; and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in implementing the regulations contemplated herein (the "Regulations"); and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 22, Article XVII, Section 22-645 of the Village Code to increase the amount of insurance required, as set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 22, Article XVII, Section 22-645 of the Village Code to increase the amount of insurance required and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 22, ARTICLE XVII, SECTION 22-645 OF THE MUNICIPAL
CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 22, ARTICLE XVII, SECTION 22-645.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 22, Article XVII, Section 22-645 as follows:

Sec. 22-645. - Insurance required.

Any person engaged in the business of home repair and remodeling shall obtain and maintain in full force and effect during the operation of the business public liability and property damage insurance in the amount of ~~\$100,000.00~~ \$1,000,000.00 per person and ~~\$300,000.00~~ \$2,000,000.00 per occurrence of bodily injury, ~~\$50,000.00~~ \$500,000.00 per occurrence for property damage, and in the amount of ~~\$10,000.00~~ \$100,000.00 per occurrence for improper home repair or remodeling not in conformance with applicable state, county, or municipal building codes, unless the person has a net worth of not less than \$1,000,000.00 as determined on the basis of the person's most recent financial statement, prepared within 13 months.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance, and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE

SECTION 4. HEADINGS.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective immediately upon its passage.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2018.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2018-27

**AN ORDINANCE AMENDING CHAPTER 86, SECTION 86-121 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS REGARDING WATER RATES**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, Section 11-139-8 of the Illinois Municipal Code (65 ILCS 5/11-139-8) authorizes municipalities operating combined waterworks and sewage systems to establish, revise and maintain rates as compensation for the use and operation of the combined waterworks and sewage systems; and

WHEREAS, currently, the Municipal Code, Village of Stickney, Illinois (the "Village Code") sets forth the rates for water and water service within the Village; and

WHEREAS, the City of Chicago (the "City") enacted a series of annual increases to the water rates it charges suburban consumers, including the Village; and

WHEREAS, based on the City's annual water rate increases, the Village will be required to increase local water rates; and

WHEREAS, beginning in 2016, the City began increasing water rates annually in an amount equal to the increase in inflation as determined by the Consumer Price Index - Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1 (the "CPI"); and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend the water rates to reflect the increased water fees charged by the City and to adjust water rates each year thereafter in accordance with the CPI; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 86, Section 86-121 of the Village Code as set forth below;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 86, Section 86-121 of the Village Code to amend the water rates within the Village and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II. AMENDMENT OF CHAPTER 86, SECTION 86-121 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 86, SECTION 86-121.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 86, Section 86-121, which Section shall be amended as follows:

Sec. 86-121. - Established.

The following rates shall be charged for water:

(1) *Residential users:* Residential class of water users shall be defined as all residential premises served containing three or ~~less~~ fewer dwelling units. Bills of residential service shall be rendered on a bi-monthly basis as follows:

A minimum charge of ~~\$56.10~~ \$58.00 effective July 1, ~~2017~~ 2018 for the first 800 cubic feet, or any portion thereof, used for each two-month period, as indicated by meters; for all water consumed over 800 cubic feet of each two-month period, there shall be a charge of \$6.63 effective July 1, ~~2017~~ 2018 per 100 cubic feet.

With regard to the rates set above for residential service, beginning January 1, 2018, and every year thereafter, the rates shall be adjusted upwards, if applicable, by applying to the previous year's rates the rate of inflation, calculated based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1. Any such annual increase, however, shall be capped at 105 percent of the previous year's rate.

(2) *Commercial users:* Commercial class of water users shall be defined as all business or commercial establishments, all residential premises containing four or more dwelling units, and all business and commercial establishments containing one or more residential dwelling units. Bills for commercial services shall be rendered on a monthly basis as follows:

A minimum monthly charge of ~~\$35.05~~ \$36.23 effective July 1, ~~2017~~ 2018 for the first 400 cubic feet or any portion thereof, used for each monthly period as indicated by meters; for water consumed over 400 cubic feet for each monthly period, there shall be a charge of ~~\$7.49~~ \$9.05 effective July 1, ~~2017~~ 2018 per 100 cubic feet.

With regard to the rates set above for commercial service, beginning January 1, 2018, and every year thereafter, the rates shall be adjusted upwards, if applicable, by applying to the previous year's rates the rate of inflation, calculated based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1. Any such annual increase, however, shall be capped at 105 percent of the previous year's rate.

(3) *Industrial users:* Industrial class of water users shall be defined as all industries including establishments, except dwellings, located in the areas zoned as industrial districts in the village. Bills for industrial services shall be rendered on a monthly basis as follows:

A minimum charge of ~~\$69.69~~ \$72.05 effective July 1, ~~2017~~ 2018 for the first 600 cubic feet, or any portion thereof, used for each monthly period, as indicated by meters; for all water consumed over 600 cubic feet for each monthly period, there shall be a charge of ~~\$10.93~~ \$12.00 effective July 1, ~~2017~~ 2018 per 100 cubic feet.

(4) *Special accounts:* Any consumer who uses in excess of 50,000 cubic feet of water per month, the rate of said consumer shall be ~~\$55.74~~ \$57.59 effective ~~January 1, 2015~~ July 1, ~~2017~~ 2018 per 1,000 cubic feet.

With regard to the rates set above for industrial service, beginning January 1, 2018, and every year thereafter, the rates shall be adjusted upwards, if applicable, by applying to the previous year's rates the rate of inflation, calculated based on the Consumer Price Index - Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics for the 365-day period ending on the most recent January 1. Any such annual increase, however, shall be capped at 105 percent of the previous year's rate.

(5) *Liability for service and penalty for late payment:* The owner of the premises, the occupant thereof and user of the services shall be jointly and severally liable to pay the water service on such premise. A penalty of ten percent shall be added to all bills not paid within the allowable time. When a date of billing is on a weekend or a legal holiday, then such bills shall be payable on the next succeeding business day, without any additional penalty.

(6) *Unmetered use:* Where water has not been controlled by meters or where it shall be found that the meters are registering incorrectly, or have stopped registering, the quantity of water used, or to be used, shall be estimated by the committee on water and charged in the manner and at the rates prescribed in this section: provided however, that the minimum charge shall not be less than the minimum charges set forth in this section. The village reserves the right to make such reasonable changes in the rates and in conditions established in this section, and to establish further rules and regulations from time to time, as may be found expeditious or necessary.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4. HEADINGS.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force ten (10) days after its passage, approval and publication in accordance with applicable law.

PASSED this ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2018.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2018-28

AN ORDINANCE ADOPTING AND IMPLEMENTING REVISED AUTOMATED TRAFFIC LAWS TO REPEAL AND REPLACE CHAPTER 14, ARTICLE II, SECTION 14-31 OF THE VILLAGE OF STICKNEY CODE OF ORDINANCES AND APPROVING AN AGREEMENT WITH SAFESPEED, LLC

WHEREAS, the Village of Stickney (hereinafter, "Village"), pursuant to P.A. 94-095, which amends the Illinois Vehicle Code, 625 ILCS 5/1-100, et seq., is vested with authority to implement an automated traffic enforcement system in order to monitor motorist compliance with traffic control signals at intersections and to devise a system of administrative adjudication to enforce the same; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(f) and 625 ILCS 5/11208.6, may enact an ordinance providing for an automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208.3 and 65 ILCS 5/1-2.11, *et seq.*, may enact a system of administrative adjudication to adjudicate all matters related to standing, parking, vehicle condition and automated traffic law violations; and

WHEREAS, the Corporate Authorities of the Village are desirous of providing a fair and efficient method of enforcing certain Village regulations through administrative adjudication of vehicular standing and parking violations, violations concerning the condition and use of vehicle equipment, violations regarding the display of municipal wheel tax licenses and automated traffic law violations; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(2), may regulate traffic through the use of traffic control signals; and

WHEREAS, the Village, pursuant to 625 ILCS 5/11-208(a)(15), may adopt traffic regulations as authorized by the Illinois Vehicle Code; and

WHEREAS, the Village hereby finds that enhanced traffic enforcement capabilities at intersections within the Village further the public health, safety and welfare of residents; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the life, safety, health and welfare of the residents to adopt an agreement with SafeSpeed, LLC, (the "Agreement") a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the Corporate Authorities of the Village believe that instituting a system of administrative adjudication to adjudicate contested matters with respect to the automated traffic law enforcement system will facilitate prompt and just resolution of disputes;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Stickney, Cook County, Illinois as follows:

SECTION 1. Recitals

The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION 2. Automated Traffic Law Enforcement System – Repeal and Replace Chapter 14, Article II, Section 14-31 of the Village of Stickney Code of Ordinances (the “Village Code”)

Chapter 14, Article II, Section 14-31 is hereby repealed and the following shall be incorporated into and made a part of the Code of Ordinances of the Village of Stickney in place of Section 14-31 as provided herein:

CHAPTER 14, ARTICLE II Section 14-31

This ordinance provides for an automated traffic law enforcement system, which detects motor vehicles which fail to abide by traffic-control signals at intersections under penalty of a fine, and a system of administrative adjudication by which such detected infractions shall be resolved.

It shall be a violation of this Ordinance for anyone to operate a vehicle in disregard of a traffic control device or to turn right on a red light where it is posted “No Turn on Red.”

Automated Traffic Law Enforcement System.

- (a) Detection. As used in the Section, “automated traffic law enforcement system” means a device within the Village with one or more motor vehicle sensors working in conjunction with a red light signal to produce recorded images of motor vehicles entering an intersection against a steady or flashing red signal indication in violation of Section 11-306 of the Illinois Vehicle Code, 625 ILCS 5/11-306. The automated traffic law enforcement system shall not be used to enforce speed limit regulations. The recorded images produced by the automated traffic law enforcement system, which consists of either 2 or more photographs or 2 or more electronic images of a video recording showing the motor vehicle, shall capture and display images of the vehicle allegedly violating traffic-control signals, together with the license plate on such vehicle, and shall also show the time, date and location of the violation.

- (b) Signage. Any intersection equipped with an automated traffic law enforcement system must have a sign posted which is visible to approaching traffic indicating that the intersection is being monitored by an automated traffic law enforcement system.
- (c) Notice of Violation. When the automated traffic law enforcement system records a motor vehicle entering an intersection in spite of a steady or flashing red signal indicating a violation of Section 11-306 of the Illinois Vehicle Code, 625 ILCS 5/11-306, this shall be deemed a non-criminal violation for which a civil penalty of one hundred dollars (\$100.00) shall be assessed and for which no points shall be assigned by the Illinois Motor Vehicle Code Point System for License Suspension to the owner or driver of the vehicle. The Village shall issue a written notice of the violation to the registered owner or lessee of the vehicle, which shall be mailed by first class mail within thirty (30) calendar days after the Illinois Secretary of State notifies the Village of the identity of the registered owner or lessee of the vehicle, and in no event later than ninety (90) calendar days following the violation. Each notice of violation associated with an automated traffic law violation shall require a review of the associated recorded image by an officer or retired officer of the Village police department empowered under this ordinance to determine whether a red light offense has occurred or whether one of the defenses enumerated below in subsection (f) is visibly applicable upon inspection. Upon determination that the recorded image captures a violation of one of the foregoing provisions and that no defense applies, the notice of violation shall be served upon the registered vehicle owner in the manner provided for below. The Traffic Compliance Administrator shall retain a copy of all violation notices, recorded images and other correspondence mailed to the alleged violator. Each notice of violation, which shall constitute evidence of the facts contained in the notice and is admissible in any proceeding alleging a violation of the above-noted statutory and local provisions and shall establish prima facie evidence of a violation, subject to rebuttal on the basis of the defenses established in subsection (f), shall include the following:
- (1) the name and address of the registered owner or lessee of the vehicle, as indicated by the records of the Secretary of State, or, if such information is outdated or unattainable, then the last known address recorded in a United States Post Office approved database; and
 - (2) the registration number of the motor vehicle involved in the violation; and
 - (3) the vehicle make, if available and readily discernible; and
 - (4) the violation charged; and
 - (5) the location where the violation occurred; and
 - (6) the date and time of the violation; and
 - (7) a copy of the recorded images; and

- (8) the amount of the civil penalty imposed and the date by which the civil penalty should be paid if liability for the violation is not going to be contested; and
- (9) a statement that the recorded images are evidence of a violation of a red light signal; and
- (10) a warning that failure to either pay the civil penalty or contest liability is an admission of liability and may result in a suspension of the driving privileges of the registered owner or lessee of the vehicle in addition to the specified penalties for failing to contest liability or pay the fine in advance of the hearing. Payment of the civil penalty or contesting of liability must be done in writing within thirty (30) calendar days of the mailing of the notice of violation or by attending the administrative hearing; and
- (11) the date, time and place of the administrative hearing at which the charge may be contested on its merits, a date that shall be no less than fifteen (15) calendar days from the mailing or other service of the first notice of violation; and
- (12) a statement that payment of the indicated fine and of any applicable penalty for late payment shall constitute a final disposition of the violation; and
- (13) the signature of the party reviewing the recorded images and confirming that a violation took place.

(d) Penalty and Final Determination of Violation Liability.

- (1) If the civil penalty of One Hundred Dollars (\$100.00) referred to in paragraph 4 herein is not timely paid or the Notice of Violation referred to in paragraph 4 herein is not contested timely, a One Hundred Dollar (\$100.00) penalty will be assessed in addition to the original One Hundred Dollar (\$100.00) fine by way of "Final Determination of Violation Liability."
- (2) The Village, through its Treasurer, Clerk, Police Department, Law Department, Administrative Adjudication Program, and/or any other designated agent of the Village, may establish procedures for the collection of the civil penalty imposed.

(e) Defenses. The following are the only defenses available for an alleged violator contesting his or her liability for a violation, which shall be weighed by the Hearing Officer and shall only rebut the prima facie case established by the notice of liability insofar as one or more of the following defenses are established by a preponderance of the evidence:

- (1) the motor vehicle or registration plates were stolen before the violation occurred and were not under the control of or in the possession of the owner at the time of the violation, which may be demonstrated through the submission of a certified copy of a report concerning the stolen motor vehicle or registration plates was filed with a law enforcement agency in a timely manner; or

- (2) the vehicle was an authorized emergency vehicle; or
 - (3) the driver of the vehicle passed through the intersection in spite of a red light either to yield the right-of-way to an emergency vehicle or as part of a funeral procession; or
 - (4) the facts alleged in the Notice of Violation are inconsistent or do not support a finding that a violation occurred; or
 - (5) the operator of the vehicle received a Uniform Traffic citation from a police officer at the time of the violation for the same incident as captured by the automated traffic law enforcement system and either paid such citation or successfully contested said citation; or
 - (6) the vehicle was leased to another and within sixty (60) calendar days after the citation was mailed to lessor, lessor submitted to the municipality the correct name and address of the lessee of the vehicle identified in this Notice of Violation at the time of the alleged violation, together with a copy of the lease agreement, the lessee's driver's license number and any additional information that may be needed; or
 - (7) the respondent was not the registered vehicle owner, lessee or renter of the cited vehicle at the time of violation.
- (f) *Administrative Adjudication.* The Village shall utilize its system of administrative adjudication for vehicular standing and parking violations, violations regarding the display of municipal stickers/licenses, and automated traffic law violations. The administrative adjudication system for all violations of the Village Code subject to administrative adjudication shall be comprised of a "Code Hearing Unit" which shall consist of a Hearing Officer and any other officials deemed necessary, including a Traffic Compliance Administrator and any ordinances identified by the Ordinances of the Village pertaining to such administrative hearing body. Such officers shall be vested with the power, authority and limitations as are hereinafter set forth.
- (g) *Powers of the Hearing Officer.* The Hearing Officer shall have all of the powers granted to Hearing Officers under 65 ILCS 5/1-2.1-4, the provisions of which are incorporated herein by reference, including the power to preside over all administrative hearings as the adjudicator, administer oaths, hear testimony and accept evidence that is relevant to the existence of the Village Code or Vehicle Code violation.
- (h) *Powers of the Traffic Compliance Administrator.* The Traffic Compliance Administrator shall have all of the powers granted by 625 ILCS 5/11-208.3(b)(1), the provisions which are incorporated herein by reference.
- (i) *Establishment of Hearing Unit.* The Village President is hereby authorized to appoint necessary officers to establish the Code Hearing Unit and to otherwise comply with the terms herein.

- (j) *Appointment of Traffic Compliance Administrator.* The Village President, with the advice and consent of the Village Board of Trustees, shall appoint a Traffic Compliance Administrator, or a designee, who is authorized to adopt, distribute and process parking, compliance and automated traffic law violation notices, collect money paid as fines and penalties for the above noted violations, operate an administrative adjudication system and make certified reports to the Secretary of State regarding a registered vehicle owner's failure to pay fines and penalties in accordance with 625 ILCS 5/6-306.5. The Police Chief or designee shall act as the Traffic Compliance Officer unless or until such position is filled by the President and Board of Trustees.
- (k) *Service of Violation Notices.* Violation Notices must be mailed to the address of the registered owner or lessee of the cited vehicle as recorded with the Secretary of State within thirty (30) calendar days after the Secretary of State notifies the Village of the identity of the registered vehicle owner, but no later than ninety (90) calendar days after the date of the violation. If the notice of violation is returned as undeliverable, then the notice of violation shall be sent to the last known address recorded in a United States Post Office approved database.
- (l) *Adjudicative Hearing.* The hearing shall be tape recorded, and the Hearing Officer shall conduct the hearing in accordance with his or her powers and duties, enumerated herein. Alleged violators who appear at the administrative hearing to contest an alleged violation may be represented by legal counsel at their own expense, however, formal rules of evidence shall not apply to the administrative hearing. The Hearing Officer shall enter either a default judgment or a determination of liability or non-liability in accordance with consideration of the facts and testimony, if any, and shall constitute a final determination of liability from which an appeal may be taken.
- (m) *Collection of Fines and Penalties.* Nothing contained in this Section shall prevent the Village from pursuing all available remedies, allowed by law, to collect fines and payment of penalties owed to Village.
- (n) *Notice of Impending Driver's License Suspension.* This notice shall be sent via first class United States mail, postage prepaid, to the address recorded with the Secretary of State of any person liable for any fine or penalty due and owing the Village for five (5) or more unpaid automated traffic law violations. If such mailing is returned as undeliverable, then the Village shall send the notice to the last known address recorded in a United States Post Office approved database. If Village subsequently makes a Certified Report to the Secretary of State, the subject vehicle owner may challenge the accuracy of the Certified Report in writing. To do so, the vehicle owner must submit to the Administrator a written statement under oath, together with supporting documentation, establishing one of the following grounds for challenging the accuracy of the Certified Report: (1) that the person was not the owner or lessee of the subject vehicle or vehicles receiving five (5) or more automated traffic law violations on the date or dates such Violation Notices were issued, or (2) that the

person already paid the fines or penalties for the five (5) or more automated traffic law violations indicated on the Certified Report. Such statement and supporting documentation must be sent to the Administrator by certified mail, return receipt requested, or hand delivered to the Administrator within five (5) days after the person receives notice from the Secretary of State that the person's driver's license will be suspended at the end of a specified period of time unless the Secretary is presented with a notice from the Village certifying that the fines or penalties due and owing have been paid or that the inclusion of the person's name on the Certified Report was in error.

- (o) *Procedures for Non-Residents.* Where the registered owner or lessee of the cited vehicle is not a resident of the Village but seeks to contest the merits of the alleged violation, such persons may contest the charges using the same available defenses as stated above, and the same procedures – they may attend the administrative hearing or they may submit any and all documentary evidence no later than the hearing date referenced in the notice of liability, together with a written statement reflecting that they are non-residents of the Village.

SECTION 3. Saving Clause

If any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or inconsistent with any other provision of this Code or deemed otherwise invalid by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance. The Village Board of Trustees hereby declares that it would have passed each provision, section, subsection, subdivision, paragraph, sentence, clause or phrase of the Village of Stickney Code of Ordinances irrespective of the fact that any one or more provision, sections, subsections, subdivisions, paragraphs, sentences, clauses and phrases of Village of Stickney Code be declared unconstitutional, inconsistent, or otherwise invalid or ineffective.

SECTION 4. Authority to Execute Agreement

The Village President is authorized to sign, and the Village Clerk to attest to, whatever documents are necessary and perform all actions necessary to finalize the implementation of the Traffic Enforcement Program subject to approval of said documents by the Village Attorney including but not limited to any and all necessary permits with the Illinois Department of Transportation (IDOT). The Village President is further authorized to sign, and the Village Clerk to attest to, whatever documents are necessary to engage the services of SafeSpeed to perform the services as detailed in the Agreement attached hereto as "Exhibit A."

SECTION 5. Full Force and Effect Clause

This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 6: Purpose

The purpose of this Ordinance is adopt and promulgate laws related to automated traffic law enforcement system to enforce State and local traffic control signal laws and regulations through the use of electronic monitoring devices and by imposing liability on registered vehicle owners violating such State laws and local provisions and to approve the Agreement with SafeSpeed.

SECTION 7.

This Ordinance shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Stickney.

SECTION 8.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

PASSED AND APPROVED, by the Mayor and Board of Trustees of the Village of Stickney, Cook County, State of Illinois, this _____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2018.

Audrey McAdams, Village Clerk

EXHIBIT A

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this _____ (_____) day of June, 2018, by and between the Village of Stickney ("Village"), an Illinois municipal corporation, and SafeSpeed, LLC. ("Contractor"), a limited liability company organized under the laws of the State of Illinois. For the purposes of convenience Village and Contractor may be referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, pursuant to the Illinois Vehicle Code ("Code"), 625 ILCS 5/1-100, et seq., Village is authorized to provide for "automated traffic law enforcement systems" ("Systems") as that phrase is defined in Section 11-208.6 of the Illinois Vehicle Code;

WHEREAS, Contractor has the expertise and ability to furnish, install, operate and maintain the Systems, and to provide related services necessary for implementation;

WHEREAS, the Village is desirous of entering into an agreement with Contractor to provide equipment, processing and other services to enable it to use Systems to enforce its traffic laws where permissible; and,

WHEREAS, the Village finds that the use of Systems will benefit the public's health, safety and welfare by reducing the incidence of red light running and the number of red light running accidents, which often result in injury or death; and,

NOW THEREFORE, for and in consideration of mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

ARTICLE 1: ACCEPTANCE OF CONTRACT

This Agreement, including all Exhibits attached hereto and made a part hereof, contains the entire understanding of the Parties. Accordingly, the Agreement supersedes any prior commitments, promises and/or negotiations between the Parties unless otherwise provided herein, and it may be amended only in writing, as agreed by the Parties.

ARTICLE 2: DEFINITIONS

As used in this Agreement, words or terms shall have the following meanings unless the context or usage clearly indicates that another meaning is intended:

- 2.1 “Agreement” means this Automated Traffic Light Enforcement Agreement entered into between the Village and Contractor.
- 2.2 “Approach” means any number of lanes of traffic at a roadway intersection in a single direction of vehicular travel.
- 2.3 “Automated Traffic Law Enforcement System” (“System”) means a device with one (1) or more motor vehicle sensors, cameras, controllers and related networking devices working in conjunction with a traffic-control signal displaying a steady red signal indication to produce Recorded Images of motor vehicles entering an intersection against a steady red light signal in violation of Section 11-306 of the Code (625 ILCS 5/11-306) or a similar provision of the Village Municipal Code and is designed to obtain a clear recorded image of the motor vehicle and the motor vehicle’s license plate.
- 2.4 “Automated Traffic Law Violation” (“Violation”) means a violation described in Section 11-208.6 of the Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a steady red signal indication in violation of Section 11-306 of the Code (625 ILCS 5/11-306) or a similar provision of the Village Municipal Code evidenced by the Recorded Images produced by an Automated Traffic Law Enforcement System.
- 2.5 “Automated Traffic Law Violation Fine” (“Fine”) means the civil penalty authorized by Section 11-208.6(j) of the Code (625 ILCS 5/11-208.6(j)) imposed on the Automated Traffic Law Violator due to an Automated Traffic Law Violation pursuant to Sections 11-208.3 and 11-208.6 of the Code (625 ILCS 5/11-208.3 and 5/11-208.6) and pursuant to the provisions of the Village Municipal Code.
- 2.6 “Automated Traffic Law Violation Notice” (“Violation Notice”) means a written notice of Violation issued pursuant to Sections 11-208.3 and 11-208.6 of the Code (625 ILCS 5/11-208.3 and 5/11-208.6) and pursuant to the provisions of the Village Municipal Code.
- 2.7 “Automated Traffic Law Violation Review Officer” (“Review Officer”) means the law enforcement officer or retired law enforcement officer of the Village that reviews the Recorded Images produced by a System to determine whether a violation as described in Section 11-208.6 of the Code (625 ILCS 5/11-208.6) of a motor vehicle entering an intersection against a traffic-control device displaying a red signal indication in violation of Section 11-306 of the Code (625 ILCS 5/11-306) or a similar provision of the Village Municipal Code, occurred.
- 2.8 “Automated Traffic Law Violator” (“Violator”) means a person who has been issued a Violation Notice.
- 2.9 “Effective Date” of Agreement means the date on which the first (or only) Red Light Camera begins capturing Potential Automated Traffic Law Violations.

- 2.10 “Initial Screening” (“Screening”) means employees of Contractor review all images that may be Violations for clarity and to eliminate any incidents in which the camera malfunctioned in any way, the driver of the vehicle did not actually run a red light, there was no license plate on the vehicle, the license plate was unreadable, or the vehicle going through the red light was yielding the right of way to an emergency vehicle or was part of a funeral procession.
- 2.11 “Potential Automated Traffic Law Violations” (“Potential Violations”) means the Recorded Images that have been initially screened before the Review Officer has reviewed them.
- 2.12 “Recorded Images” means images showing the time, date and location of a Violation recorded by a System on: (i) two (2) or more photographs, (ii) two (2) or more microphotographs, (iii) two (2) or more electronic images or (iv) a video recording showing the motor vehicle and, on at least one (1) image or portion of the recording, clearly identifying the registration plate number of the motor vehicle.
- 2.13 “Red Light Incident” means the digital photographic and video recording of a motor vehicle crossing a clearly marked stop line, but if there is no such stop line, before entering the crosswalk on the near side of the intersection, or if there is no such crosswalk, then before entering the intersection when (i) facing a steady circular red signal being displayed by a traffic-control signal or (ii) facing a steady red arrow signal making a movement indicated by the arrow being displayed by traffic-control signal.
- 2.14 “Service Fees and Charges” means all amounts owed to Contractor for services performed under this Agreement as outlined and listed in Exhibit A and made a part hereof.

ARTICLE 3: SCOPE OF WORK

In accordance with the terms of this Agreement:

- 3.1 Contractor shall perform all necessary traffic and engineering studies, obtain all permits, furnish all labor materials and equipment, and furnish, install and maintain the Systems at its sole expense.
- 3.2 Contractor will support all educational and public information initiatives Village chooses to undertake, if any, in order to launch or support any existing System program by providing content for written materials (in English and Spanish upon request), and appearing at public hearings related to Systems. Contractor will also train all Village personnel in use of Systems including the adjudication module.
- 3.3 Contractor shall record and provide live video feed as well as still digital photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles thought to have committed a Violation, to Village’s Review

Officer(s) after having performed an Initial Screening. These images will be delivered via the internet.

- 3.4 Upon receipt of Review Officer determination that a violation has/violations have occurred, Contractor will process all Violation Notices, to include, but not limited to retrieval of vehicle registration from the Illinois Secretary of State.
- 3.5 Contractor will perform all printing and mailing of Violation Notices, provide a toll free number and provide customer service.
- 3.6 Contractor will process payment of fines from persons issued Violation Notices via the U.S. Postal Service, on-line payment and/or at the Village, account for, report and remit the net amount collected after deducting Contractor's service fees. Additionally, Contractor will aid and assist any collection agency or agent that is retained by Village to collect any fines not paid through Contractor or Village.
- 3.7 Contractor will provide support to Village for its adjudicative process. Such support will include use of Contractor's "Adjudication Module" which allows for viewing of violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for "Contests by Mail."

ARTICLE 4: EQUIPMENT

- 4.1 Contractor may install Systems at mutually agreed upon approaches; however, these approaches must be approved by the Illinois Department of Transportation (IDOT) before any installation(s) can proceed whether or not the Parties want and or believe Systems should be installed unless said Systems are to be installed on a road outside of IDOT's jurisdiction. The Parties may agree to modify locations where Systems shall be installed and maintained, such modification(s) shall be in writing and made a part of Attachment B. Contractor agrees to modify locations where Systems are installed and maintained upon written notice to Contractor by Village. Attached hereto and made a part hereof is Attachment B which sets forth those approaches the Parties have agreed upon.
- 4.2 Each System operated by Contractor shall provide the Village with rear license plate photos and a wide-angle intersection view capable of showing the violator vehicle both before and after entering the intersection. All installation, maintenance, services and repairs on the Systems are included in the established fee for the Systems.
- 4.3 Each intersection approach monitored by Systems will have a communication enclosure, helix-based pole, camera units, detection cameras, communication antennas, inductive coils and the associated cable in conduits; if wireless magnetic sensor detectors are used, a small receiver will be clamped around the pole and wireless sensors would replace in-ground coils.

- 4.4 The System interfaces with the traffic controller. Upon the approval of the Village Board of Trustees, and once costs thereof are determined, the Village shall be responsible for all Pedestrian Countdown Signal Heads, including, but not limited to Light Emitting Diode (LED) upgrades and attendant costs and expenses (this is an IDOT Requirement). Such upgrades, if any, will be handled by Meade Electric Company, Inc. and costs may be financed over a twelve (12) month period with payment deducted in twelve (12) equal installments from Violation Fine payments made to the Village.
- 4.5 All equipment, including equipment provided to Village personnel to review, analyze and process Potential Violations, as well as intellectual property shall remain the property of Contractor. Contractor hereby grants the Village a non-exclusive, non-transferable license to access and use the System software for the purpose of reviewing Potential Violations, the issuance of Violation Notices, the prosecution of Violations and the collection of Violation Fines.
- 4.6 Electric utility charges, if any, to operate Systems shall be the responsibility of Village.
- 4.7 The Parties agree that, after initial issuance of equipment, the Village assumes responsibility for replacement costs of all equipment which is lost or stolen or otherwise broken out of the ordinary course of business or everyday wear and tear. The Village further agrees that it will bear replacement costs for equipment which is damaged or destroyed due to its own negligence. Contractor will bear all expenses related to replacement of defective equipment and/or equipment which no longer functions due to ordinary wear and tear. Contractor also agrees that it will repair or replace, at its own expense, equipment damaged or destroyed due to negligence of Contractor. In no event will Contractor be liable to the Village for any loss of income during any period of equipment outage.

ARTICLE 5: CHANGE OF LOCATION

If Contractor and the Village collectively determine that the maintenance of a System at a certain location is no longer in furtherance of the public health, safety and welfare, the Contractor may remove said System from service upon thirty (30) days written notice to the Village and with the Village's prior written consent, which shall not be unreasonably withheld; or, the System may be moved to a new location at the expense of the Contractor and upon mutual agreement as to the new location so long as approval has been granted by Illinois Department of Transportation (IDOT) if moving System to an IDOT road. All new locations will be evidenced in writing and made a part hereof and appended hereto. If no suitable new location is found, Contractor shall remove the System at no expense to Village and no termination fee shall apply.

ARTICLE 6: SIGNAGE

Contractor, at its expense, shall acquire or fabricate all signage to be placed in advance of each enforced Approach and maintain such signage in good repair. The content and location of such signage shall comply with Section 11-208.6(k) of the Code (625 ILCS 5/11-208.6(k)) and the Illinois Manual on Uniform Traffic Control Devices.

ARTICLE 7: VIOLATION DETERMINATION AND PROCESSING

- 7.1 Village will review all video and photographic evidence of possible Violations within ten (10) days of receiving such evidence; and, Village will have ultimate responsibility for determining whether a Violation occurred and a Violation Notice should issue.
- 7.2 Village will have one (1) or more Review Officers to review all Potential Violations and determine whether Violations did, in fact, occur. Contractor shall provide the Review Officer(s) with access to the Recorded Images of the Potential Violations.
- 7.3 The Review Officer(s) shall review the Recorded Images of the Potential Violations within ten (10) days of receiving the Recorded Images to determine whether a Violation Notice shall be issued. The Review Officer(s) shall have ultimate responsibility for determining whether a Violation has occurred and whether a Violation Notice should issue. The decision to issue a Violation Notice shall be the sole, unilateral and exclusive decision of the Review Officer(s). The Review Officer(s) shall communicate each such determination to Contractor by entering his or her decision into Contractor's electronic database.
- 7.4 For each Potential Violation the Review Officer(s) determines a Violation Notice is to be issued, Contractor shall retrieve from the Illinois Secretary of State's database of motor vehicle owners the name and address of the registered owner of the motor vehicle to whom the Violation Notice is to be sent. Village will provide Contractor with access to Illinois Secretary of State's database of registered motor vehicle owners for the purpose of processing and issuing Violation Notices.
- 7.5 Contractor shall prepare, print and mail Violation Notice to the Violator. Such Notice shall contain such information as required by law, including:
 - The name and address of the registered owner of the motor vehicle according to the information supplied by the Illinois Secretary of State or similar office of vehicle registration in foreign states;
 - Copies of Recorded Images depicting the Violation which shall include a minimum of three (3) images showing the motor vehicle entering the intersection with the controlling traffic-control device displaying a steady red signal, and a close-up view of the rear of the motor vehicle with license plate;
 - A statement that the Recorded Images are evidence of an Automated Traffic Law Violation;

- Registration number;
 - Violation charged;
 - Date, time and location of Violation;
 - Vehicle Make (if readily discernable);
 - Information regarding the availability of a hearing to contest the Violation on its merits, specifying the time and manner that such a hearing may be had;
 - The fine imposed, the date of required payment and penalty assessed for late payment;
 - Website address, accessible through the internet, where the violator may review the Recorded Images.
 - A warning that failure to pay the penalty imposed, or to timely contest the Violation, is an admission of liability and may result in suspension of the driving privileges of the registered owner of the vehicle;
 - A statement that the Violator may proceed by paying the Fine or challenging the Fine in an administrative hearing or by mail (if a non-resident) or following the administrative hearing, in court; and,
 - A statement that payment of the Fine and any applicable late payment penalty shall dispose of the Violation with finality.
- 7.6 Contractor shall prepare, print, mail within thirty (30) days after receipt of the necessary registered owner information from the Illinois Secretary of State, and in no event, not later than ninety (90) days after the date of violation.
- 7.7 Contractor shall prepare, print and mail a Second Notice of Violation (Second Notice) to the Violator if Violator fails to respond timely to the first Violation Notice. This Second Notice will demand payment of Fine and penalty.
- 7.8 If Violator ignores Second Notice and becomes delinquent in payment to Village of Fine, Contractor will work with Village's choice of "Collection Agency" or "Collection Agent" in order to capture payment of Delinquent Fines.

ARTICLE 8: ADJUDICATIVE PROCESS

- 8.1 Village shall, at its sole expense, prosecute through its administrative hearing process all Violations which are contested by the Violator whether written or in-person.
- 8.2 Contractor will provide all electronic documents to Village that are necessary in the prosecution of Violations (Contractor will also provide hard copy documents if requested). Contractor will provide access to Contractor's website for the purpose of replaying and displaying Recorded Images at Village's administrative hearing. And, Contractor will provide in-person technical support or "on-call" support for the administrative process.

- 8.3 Contractor will support the web based software package provided to Village by Contractor for Payment Processing.

ARTICLE 9: SERVICE FEES

In accordance with Exhibit A, attached hereto and incorporated herein by reference, the Village shall compensate Contractor as follows:

- 9.1 Contractor shall be paid a flat fee of One Hundred Dollars (\$100.00) per month, per System, for each of the following services: (i) Maintenance, Service and Repair of System(s); (ii) Incident Capture and Violation Screening; (iii) Violation Processing and Registration Retrieval; (iv) Printing of, and, Violation Notice Mailing; (v) Adjudicative Support Services.
- 9.2 Contractor will be paid Forty Dollars (\$40.00) for each and every initial Payment Processed with respect to Violation Notices. Contractor will be paid Forty-Eight Dollars (\$48.00) for each and every Second Notice Violation Payment Processed. Contractor will be paid Five Dollars (\$5.00) for any subsequent/partial Payments Processed with respect to Violation Notices.
- 9.3 Contractor shall be paid Forty-Eight Dollars (\$48.00) for each and every Initial Payment made to any collection agency or agent Village has chosen to work with to help collect outstanding Fines not paid through Contractor or Village; this fee is for Payment Processing. Contractor will be paid Five Dollars (\$5.00) for any subsequent/partial Payments Processed with respect to Violation Notices.
- 9.4 In any instance in which the Collected Fines related to a System are not in the aggregate, over Five Hundred Dollars (\$500.00) in a month, Contractor will waive all fees set out in Article 9.1 herein and above, for that given month.
- 9.5 A Thirty-Five Dollar (\$35.00) charge will be assessed to anyone making payment on a Violation Notice whose check is returned due to Non-Sufficient Funds (NSF). *At the time of a NSF, all processing fees and remittances will be reversed.*
- 9.6 In the event of any conflict between this Article 9 and Exhibit A, Exhibit A shall control.

ARTICLE 10: REVENUES AND REMITTANCE

- 10.1 Contractor shall process all fines, whether paid by check, money order or electronic payment. All payments whenever or wherever made, including at the Village, through the Adjudicative Branch, or through "collections" will be deemed to have been processed by Contractor. Contractor remains entitled to full payment of its Payment Processing fees as outlined in Exhibit A as attached hereto and made a part hereof (and as referenced in Article 9 above).

- 10.2 All Payments Processed by Contractor through electronic medium and/or Lockbox, during a calendar month, less the initial deduction of Contractor's Service Fees, shall be remitted to Village within forty-five (45) days after the end of said calendar month. All Payments Processed by Contractor through the Village itself, including the Adjudicative process, as well as through Collections, will be made to Contractor as an adjustment to that owing Contractor from Village at the end of each month through a reconciliation process.
- 10.3 Contractor, at its expense, shall maintain and operate a website which allows Violators to pay Fines by use of credit card. Contractor shall also maintain lockbox services for the collection of Fines paid by mail.
- 10.4 Contractor shall keep true and accurate records of Fines paid and service fees incurred along with associated program statistics. All revenue collected from Fines will be accounted for in accordance with generally accepted accounting principles. Contractor will provide a written report of accounting to Village within forty-five (45) days after the end of each calendar month in which Fines have been paid.
- 10.5 During the term of this Agreement and thereafter for so long as Village is entitled to payments hereunder, Village or its authorized agent, shall have the right, at any time, upon reasonable notice (such notice shall be defined as forty-eight (48) hours or more), to examine Contractor's books and records in connection with all monies handled by Contractor on behalf of Village, or in any way associated with this Agreement. Any such inspection may be conducted by Village, or its authorized agents, at Contractor's corporate offices during Contractor's normal business hours.
- 10.6 Notwithstanding anything herein to the contrary, including exhibits, Village shall not be liable or responsible to Contractor for any monetary amount due and owing under this Agreement that exceeds the amounts collected in fines and penalties.

ARTICLE 11: TERM, RENEWAL, MODIFICATION, TERMINATION

- 11.1 The Term of this Agreement shall be for a period of four (4) years commencing on the Effective Date with the option to renew for two (2) two (2) year renewals (each a Renewal Term, and collectively with the Term, the Full Term) commencing on the Effective Date under the same terms and conditions, by mutual agreement of the Parties. The Parties acknowledge and agree that the Agreement is not one for the conveyance of personal services and shall survive the expiration of the term of the duly elected officials of the Village. In the event the Village decides not to renew this Agreement for a Renewal Term, or upon the expiration of this Agreement, the obligations of the Parties under this Agreement shall remain effective, and Contractor shall capture and process Automated Traffic Law Violations on a month-to-month basis, until such time as Contractor has been instructed by the Village to remove its cameras and equipment. Contractor shall submit all applicable permits for the removal of its equipment to any required governmental body or agency no later than thirty (30) days after expiration of then

current term, and upon receipt of such permits, shall proceed to remove its equipment in a reasonably expeditious manner. Contractor shall remove all of its equipment and return all Red Light Camera sites within the Village to their original condition at no cost to Village.

- 11.2 If Contractor intends to continue to provide services as outlined in “Article 3: Scope of Work” herein, after the Full Term of this Agreement, Contractor will present a new Agreement to Village for its consideration at least ninety (90) days prior to the expiration of the Agreement. If Contractor does not intend to continue to provide services to Village as outlined under “Article 3: Scope of Work” herein after the Full Term of the Agreement, Contractor shall notify Village, in writing, at least sixty (60) days before the term of this Agreement is set to expire.
- 11.3 If Village does NOT intend to enter into another Agreement for services with Contractor, it shall notify Contractor of this at least sixty (60) days before the end of the contract period.
- 11.4 Notwithstanding anything contained in this Agreement to the contrary, if any changes in the law in effect as of the Effective Date of the Agreement, whether via the enactment of legislation or decisions rendered by courts of competent jurisdiction, make it impossible to use the Systems in exactly the same manner as that which was permitted by law as of the Effective Date, then this Agreement may be terminated immediately by either of the Parties upon written notice setting forth the reasons for said termination. In such case, Contractor retains the right to remove any and all Systems and all other property of the Contractor in the possession or control of the Village. In this instance, no termination fee will apply no matter when termination may be required.
- 11.5 Village may terminate this Agreement for Cause at any time. In this case, “Cause” is defined as: an uncured Event of Default under this Agreement; and/or embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Contractor that are materially harmful to Village’s reputation.
- 11.6 Contractor may terminate this Agreement for Cause. In this case, “Cause” is defined as: embezzlement, misappropriation of funds, other acts of dishonesty, and/or significant activities willfully engaged in by Village, to and including, any of its officials that are materially harmful to Contractor’s reputation.
- 11.7 The Village may terminate this Agreement without cause, and without recourse or liability, upon sixty (60) days prior written notice to Contractor and, in such event, Village shall not be deemed in breach or responsible for any Termination Fee or consequential damages of Contractor.
- 11.8 Contractor may terminate this Agreement without cause, and without recourse of liability, upon sixty (60) days prior written notice to the Village, and in such event,

Contractor shall not be deemed in breach or responsible for any Termination Fee or consequential damages.

ARTICLE 12: WARRANTY

Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with manufacturer's specifications. Contractor shall perform its services with care, skill and diligence, in accordance with all applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation, correct or revise any errors or deficiencies.

ARTICLE 13: COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement or required permits or certificates) in Contractor's performance under this Agreement. This includes any applicable state or local law, rule or regulation affecting safety and health. Contractor agrees to defend, indemnify and hold harmless Village, its officials, officers, agents and employees for any loss, damage, penalty, fine or liability sustained because of Contractor's noncompliance with this Agreement or provisions under the law.

ARTICLE 14: INSURANCE

- 14.1 Contractor shall maintain throughout the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with products, materials, Systems and services supplied to Village. Failure to maintain such insurance will be considered a material breach.
- 14.2 The insurance companies providing coverage shall be rated A- or better. Coverage Limits shall not be written at less than that specified as follows:
- Workers Compensation: \$1,000,000 Each Accident, \$1,000,000 Policy Limit, \$1,000,000 Each Employee
 - General Liability: \$2,000,000 Aggregate, \$1,000,000 Each Occurrence, \$1,000,000 Products and Completed Operations, \$50,000 Damage to Premises Rented, \$5,000 Medical Expense
 - Umbrella: \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

ARTICLE 15: INDEMNIFICATION

- 15.1 Contractor agrees to indemnify, defend, save and hold harmless the Village, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and costs), which may be incurred on account of personal injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of Contractor or any of its employees, agents, servants, associates or subcontractors.
- 15.2 The Village agrees to indemnify, defend, save and hold harmless Contractor, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs), which may be incurred on account of personal injuries to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the gross negligence or willful misconduct of the Village or any of its employees, agents, servants, associates, or subcontractors.

Further, Village agrees to indemnify, defend, save and hold harmless Contractor, its agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind of nature whatsoever (including attorneys' fees and costs) which may be incurred on account of any person or persons challenging Village's right and authority to issue citations under a Photo Enforcement program of any sort or kind and/or claiming injury to self or property because of such program and/or its implementation.

ARTICLE 16: REPRESENTATIONS & WARRANTIES

- 16.1 Contractor represents and warrants to the Village, as of the Effective Date of this Agreement, as follows:
- a) Contractor is a duly organized and existing limited liability company and is in good standing under the laws of the State of Illinois. Contractor is qualified to do business in the State of Illinois, is authorized to conduct business as it is presently being conducted, is not in violation of any provision of its organizational or operating agreements, and has the power and authority to enter into this Agreement;
 - b) the execution, delivery and performance of this Agreement by Contractor does not constitute and will not upon giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which Contractor is a Party or may be bound under;
 - c) no event has occurred and no condition exists that upon execution of this Agreement would constitute a default or Event of Default, as hereinafter defined. Contractor is not in violation of, and has not received notice of any claimed violation, of any term of any agreement or other instrument to

which it is a Party or by which it or its property may be bound, which violation could materially and adversely affect the financial or legal condition of Contractor or the ability of Contractor to perform its obligations under this Agreement;

- d) Contractor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and Contractor is not anticipating the occurrence of any of the aforementioned acts.

16.2 The Village represents and warrants to the Contractor, as of the Effective Date of this Agreement, as follows:

- a) the Village has the authority to execute and deliver this Agreement and to perform its obligations hereunder;
- b) the Village has taken all legislative action necessary to approve this Agreement and to authorize its execution and delivery, and the implementation thereof; and
- c) the execution, delivery and performance by the Village of this Agreement does not constitute and will not, upon giving this notice or lapse of time or both, constitute a breach or default under any other agreement to which the Village is a Party or may be bound.

ARTICLE 17: DEFAULTS & REMEDIES

17.1 For purposes of this Agreement, the occurrence of any one (1) or more of the following shall constitute an 'Event of Default':

- a) if, at any time, any warranty, representation, or statement made or furnished by a Party to the other Party is not true and correct in any material respect; and
- b) if either Party fails (in whole or in part) to fulfill any of its obligations under this Agreement or to materially perform, observe or comply with any of the covenants, agreements or obligations hereunder after notice and opportunity to cure the same.

17.2 If an Event of Default occurs, the defaulting Party shall, upon written notice from the aggrieved Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice (the 'Cure Period'); provided, however, that if such default is incapable of being cured within said Cure Period, and the defaulting Party commences to cure the default within said Cure Period, provides a written request to extend the Cure Period, and proceeds with due diligence to cure the same, such Cure Period shall be extended (not unreasonably) for the length of time reasonably necessary to cure the default.

- 17.3 At any time during the Cure Period (or extension thereof), the aggrieved Party may request a written report on the status of the steps taken to cure the Event of Default, which shall be complied with by the breaching Party within ten (10) calendar days after receipt of the original request. At all times during a Cure Period or extension thereof, the defaulting Party, shall diligently follow through to completion all such steps necessary to remedy the Event of Default within the shortest possible time. Failure of a Defaulting Party to respond to a request for information as set forth herein shall be considered a failure to diligently undertake the cure of the Event of Default and shall be deemed a waiver of the defaulting Party's opportunity to cure. In case such action is not taken or diligently pursued or the Event of Default is not cured or remedied within the aforementioned period, the aggrieved Party may exercise any rights or institute such proceedings at law or in equity as may be necessary or desirable in its opinion to cure and remedy such Event of Default, including termination of this Agreement.
- 17.4 The rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and the exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times, of any other remedies for the same Event of Default by the defaulting Party.
- 17.5 Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the Event of Default involved).
- 17.6 No waiver made by any Party with respect to any specific Event of Default by the other Party under this Agreement shall be construed as a waiver of rights with respect to any other Event of Default except to the extent specifically waived in the extent specifically waived in writing.

ARTICLE 18: SEVERABILITY

The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any one or more provisions contained herein shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 19: COUNTERPARTS & FACSIMILE TRANSMISSION

This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and submitted by facsimile or electronic mail shall have the same effect as an original signature.

ARTICLE 20: GOVERNING LAW

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Parties submit themselves to the exclusive jurisdiction of those courts located in Cook County, Illinois with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

ARTICLE 21: FORCE MAJEURE

Notwithstanding any other provision of this Agreement, Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligations under this Agreement, including but not limited to, the scope of services set forth herein, which result from circumstances or causes beyond Contractor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, order or requirement of any government agency or authority (collectively, as well as separate and apart, are each and all "Event(s) of Force Majeure"). Notwithstanding the foregoing, Contractor shall be required to use reasonable efforts to mitigate the effects of an Event of Force Majeure, and in no event shall Contractor's financial condition or inability to fund or obtain funding or financing constitute an Event of Force Majeure.

ARTICLE 22: NO RESPONSIBILITY FOR LOSS

Notwithstanding any other provisions of this Agreement, Contractor is not responsible for any monetary losses to Village due to System malfunction or failure for any reason, at any time.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees that on the selection of any subcontractor or the use of workers or employees that it will not in any way discriminate against any person, company or corporation due to race, nationality or origin.

ARTICLE 24: COMMUNICATION AND NOTICES

No verbal communication between the Parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation as set forth in the Illinois Code of Civil Procedure, rules of the Circuit Court of Cook County. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon:

- a) actual receipt if personally delivered and the sender received written confirmation of personal delivery;
- b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier;

- c) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified mail, return receipt requested; or
- d) when delivery is refused.

Notices shall be sent to the addresses set forth below, or to such address as any Party may specify in writing:

Chief Executive Officer

SafeSpeed, LLC.

150 N. Wacker, 8th Floor

Chicago, Illinois 60606

Fax: (877) 237-2302

Mayor

Village of Stickney

6533 Pershing Rd.

Stickney, Illinois 60402

Fax: (708) 749-4451

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, certificates, approvals, consents or other communications shall be sent.

ARTICLE 25: ASSIGNMENT OF AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor shall have the right to make, with Village's prior written consent, any assignment of this Agreement to: (a) any entity with which, or into which, Contractor may consolidate or merge; or, (b) any entity acquiring all or substantially all of the assets of Contractor.

ARTICLE 26: UNABLE TO CONTINUE

In the event Contractor is legally or logistically unable to continue to maintain and support the System(s), Contractor will advise Village of same in writing giving a minimum of sixty (60) days' notice to Village. Village may then proceed to enter into contract with another vendor for the same and/or similar services. There will be no penalty to either party.

ARTICLE 27: NO WAIVER

The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition of the Agreement.

ARTICLE 28: PARTNERSHIP NOT INTENDED NOR CREATED

Nothing in this Agreement is intended nor shall be deemed a partnership or joint venture between Contractor and the Village.

ARTICLE 29: CONFIRMATION AND AUTHORITY

The Village and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this Agreement. The persons signing below on behalf of the Village and Contractor certify that each is an agent possessed of authority to bind the Village and Contractor to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

The Village of Stickney

SafeSpeed, LLC.

By: _____

By: _____

Name: Jeff Walik

Name: Nikki M. Zollar

Title: Mayor

Title: Chief Executive Officer

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

EXHIBIT A

FEES

Contractor compensation is based on "Fee Per Services" as set forth herein. The following Fee Schedule is hereby attached and made a part of the Automated Traffic Law Enforcement Agreement. Payment of Contractor's compensation by Village shall only be made to the amount of revenue received from Violation Fines and Penalties in any given month. Cost neutrality is ensured. Under no circumstances shall the Village be required to pay Contractor in excess of actual revenue from Violation fines and Penalties.

MONTHLY FEES PER SYSTEM

Maintenance, Service and Repair of System	\$100.00 Flat Monthly
Potential Violation Capture & Initial Screening	\$100.00 Flat Monthly
Violation Processing & Registration Retrieval	\$100.00 Flat Monthly
Printing & Violation Notice Mailing	\$100.00 Flat Monthly
Adjudicative Support Services	\$100.00 Flat Monthly

PAYMENT PROCESSING FEES

Payment Processing	\$40.00 per Initial Payment
Payment Processing	\$48.00 per Second Notice Payment
Payment Processing	\$5.00 per Subsequent/Partial Payment
Payment through Collections Process	\$48.00 per Initial Payment
Payment through Collections Process	\$5.00 per Subsequent/Partial Payment

SERVICES AT NO CHARGE

Installation of System	No Charge
Public/Community Relations Campaign	No Charge
Training on Use of System	No Charge
Lockbox Service	No Charge
1-800 Customer Service	No Charge
Signage	No Charge
30 Day Archived Video	No Charge
Live Streaming Video Access	No Charge
Relocation of System	No Charge
Software Licensing	No Charge

PASS-THROUGH CHARGES

Utility	Monthly
Non-Sufficient Funds (NSF)	Variable

OPTIONAL EQUIPMENT

Payment Kiosk

\$7,000.00 May be Financed

To include all equipment, software,
installation and training of Village Personnel
on use of Kiosk

LIGHT-EMITTING DIODE UPGRADES

Construction and Hardware Costs

Variable May be Financed

ACTIVITY DESCRIPTIONS

Maintenance, Service and Repair of System: Contractor will be solely responsible for the installation of all System Equipment at agreed upon location(s) (See Exhibit B attached hereto and made a part hereof) including, but not limited to: communication enclosure, helix-based pole, camera units, detection cameras, communication antennas, inductive coils and associated cable in conduits; if wireless – magnetic sensor detectors and receiver. Additionally, Contractor warrants it will maintain Systems and associated equipment in good working order and will respond to Systems within sixty (60) hours of identified equipment failure. Systems will be returned to service within an additional forty-eight (48) hours or advise Village of the reason for delay in returning equipment to service.

Note: Should equipment be destroyed or put out of service due to unforeseen circumstances such as weather, motor vehicle accident, non-scheduled IDOT construction or vandalism, Contractor shall not be subject to the above requirements, however, Contractor will make best efforts to return equipment to service as soon thereafter as practicable.

Potential Violation Capture & Violation Screening: Contractor will provide digital camera Systems capable of reliably capturing clear, photographs of the rear of vehicles, specifically capturing images of license plates on those vehicles whose drivers may have committed red light violations (Potential Violation Capture). Live video feed of each intersection will also be provided to the Village for surveillance purposes.

Contractor's reviewers will look at all Potential Violations in order to send those images to Village for Review and Determination as to whether a Violation was committed. Before the Images are sent to the Village, Contractor's reviewers will look at all images that are Potential Violations for clarity and to eliminate any Potential Violations which fall within one of the "exceptions" below.

Exceptions:

- Driver did not actually run red light, e.g., driver clearly put on brakes and stopped before entering the intersection
- No license plate on vehicle
- License plate unreadable
- Emergency vehicles
- Funeral Processions
- Unable to identify vehicle's registered owner
- Vandalism
- Weather
- System Malfunction (including Flash Malfunction)

All Potential Violations that are not screened “out” during Violation Screening will be sent by electronic medium to the Village for review by the Village’s duly appointed Review Officers. Review Officers will make ALL determinations as to whether a Potential Violation will be deemed a Violation.

Violation Processing & Registration Retrieval: Contractor will process all actual Violations sent to it by the Village using web-based software. For each Violation processed, Contractor will retrieve registered vehicle owner information from the Department of Motor Vehicle (DMA)/Secretary of State (SOS).

Note: Village must provide Contractor access to all DMV/SOS records and/or database.

Printing & Violation Notice Mailing: Contractor will print and mail all Violation Notices, including both First and Second Violation Notices.

Included on each Violation Notice will be:

- Date
- Location Code
- Violation Identification
- Image Number/Unique Identifier
- Lane
- Direction of Travel
- Camera ID

Additionally, each Violation Notice shall also include, among other items, all information listed in Section 7.5 of the Agreement including, a minimum of three (3) images showing the vehicle approaching the intersection with the controlling traffic signal red, the vehicle in the intersection with the controlling traffic signal red, and a close up view of the rear of the vehicle with license plate.

Contractor will perform a Second Notice Violation mailing if Violator has not responded to the First Violation Notice in a timely manner. *Note: If Violator does not pay the Fine and Penalty demanded in the Second Notice in a timely manner, Contractor will support the efforts of Village’s Collection Agency/Agent to recover payment of Fine(s) and Penalty(ies).*

Adjudicative Support Services: Contractor will provide support to Village’s Adjudicative Process. Such support will include use of Contractor’s “Adjudication Module” which allows for viewing of Violation photographs and streaming video, as well as in-person or remote technical assistance at the time of hearing(s) and full support services for “Contests by Mail.”

Note: Administrative Hearings must be conducted by an attorney licensed to practice law in the State of Illinois for at least three (3) years and shall have all the powers granted to him or her under 65 ILCS 5/1-2.1-4. Administrative Hearings and court costs are the sole responsibility of Village and are not shared by Contractor.

Payment Processing: All payments made in response to a Violation Notice, whether it be First or Second Notice, whether such payment is made through Lockbox service, on-line, at Village, in response to Administrative Finding or through efforts of Collection Agency/Agent, will be electronically captured by Contractor's Payment Processing System. Contractor will process full and partial payments.

Public/Community Relations Campaign: Contractor will support all educational and public information initiatives Village chooses to undertake in order to launch a System program by providing "Content" for written materials in English (and Spanish upon request). Contractor will appear at public hearings and events related to System program during the Public/Community Relations Campaign period which can be up to and including sixty (60) days.

Training on Use of System: Contractor will train all Village personnel identified by System Program Administrator on any and all parts of System Program, to include, but not limited to: review of Streaming Video, use of Scanners, use of Electronic Hearings Processes (including for "Written Contests"), and Inputting of Fines. Training will be done as frequently as requested by Village and/or needed.

License Plate Look-Up with Secretary of State: Contractor will interface with the Department of Motor Vehicles/Secretary of State in order to secure information related to the registered owner of the Vehicle driven at the time of Violation. Contractor will assume the costs for all License Plate Look-Ups.

Lockbox Service: Contractor will maintain a Lockbox service with a third Party institution (F.D.I.C. Bank) for the purpose of taking in all payments of Fines made to the Village by check which are not made directly at the Village Hall or other appointed location.

1-800 Customer Service: Contractor shall provide a toll-free telephone number with English and Spanish speaking operators available for the purpose of answering inquiries concerning the System Program as well as Violation Notices. Contractor shall insure that all inquiries will be handled timely and professionally.

Signage: Contractor, shall acquire or fabricate, install and maintain all signage to be placed in advance of each enforced Approach. The content and location of the signage shall comply with Section 11-208.6(k) of the Code (625 ILCS 5/11-208.6 (k)) and the Illinois Manual on Uniform Traffic Control Devices.

30 Day Archived Video: Contractor will maintain Video of all enforced Approaches for 30 days so that Village may review and/or use any images captured for any purposes it chooses.

Live Streaming Access: Contractor will provide Village Administrators access to Contractor's live video streaming twenty-four hours a day, seven days a week. With this, Village will be able to monitor any activity within camera range.

Supporting Village-wide Surveillance System: Contractor will allow Village to utilize infrastructure at camera locations to support a Village-wide camera surveillance system. Contractor will provide power, housing, internet connection and networking support for no additional charge. Village will provide its own equipment related to the surveillance system at its own cost. Contractor will work with Village to provide a direct connection through Contractor's VPN tunnel from the Police station to camera location(s). Village will be responsible for the configuration, setup and ongoing support of its own equipment. Access for Village equipment maintenance will be provided per scheduled request with 24-Hour advanced notice.

Relocation of System: Should System need to be relocated for any reason as outlined in this Agreement, all costs associated with such relocation will be the sole responsibility of Contractor.

Software Licensing: All costs normally associated with the use of Contractor's software are waived for purposes of this Agreement.

AUTOMATED TRAFFIC LAW ENFORCEMENT AGREEMENT

EXHIBIT B

It is the intention of the Parties to install and to have installed Systems at the following approaches, pending approval by IDOT (where necessary):

- Southbound Cicero Ave. at Pershing Rd.
- Northbound Harlem Ave. at Pershing Rd.
- Northbound Central Ave. at Pershing Rd.
- Eastbound Pershing Rd. at Central Ave.

RESOLUTION NO. 11-2018

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
GRATE SIGNS, INC. FOR THE VILLAGE OF STICKNEY**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents and ensuring that residents are aware of Village news, events and other happenings in the Village; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village to purchase a digital sign and message center to advertise Village business and other matters of importance (the "Sign"); and

WHEREAS, Grate Signs, Inc. ("Grate") has provided the Village with a proposal and agreement for the purchase of the Sign, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to authorize and approve the purchase agreement (the "Agreement") for the Sign with substantially the same terms as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize and approve a purchase agreement for the Sign with substantially the same terms as the terms of the Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its

terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2018.

Audrey McAdams, Village Clerk

EXHIBIT A



Display Sales Contract
For service call (815)729-9700
Fax (815)729-3355
sales@gratesigns.com

Salesperson: **Gil Algarin**

Agreement made **6-4-2018** between Grate Signs, Inc., a corporation, herein called SELLER, Located at 4044 W. McDonough Street, Joliet, Illinois and

BUYER: Village of Stickney
Address: 6533 W. Pershing Road
City, State, Zip: Stickney, IL 60402

Contact: Jeff White
Telephone:
Fax:
Email: jwhite@village of stickney.com

an individual ☐

a partnership ☐

a corporation ☐

ADDRESS OF INSTALLATION: Same

1. **Sale** Seller shall, to Buyer's special order and specifically for Buyer's use, construct and install for and sell to Buyer the advertising display(s) herein called "Display", in accordance with the specifications set forth below

2. Price and Terms:

Price of Display	\$24,000.00
Sales Tax	Exempt
Less Down Payment (includes sales tax)	\$12,000.00
Balance payable upon installation	\$12,000.00

3. Specifications: Design Number(s)

Manufacture, Install and Electrically Connect (1) New Double Face Monument Sign with a 2'5" High x 7'3" Wide full color LED Message Center by Watchfire. Message Center has a matrix of 32 pixels high x 112 pixels wide with pixels on 19mm centers. Message Center has a temperature probe for displaying temperature, a dimmer probe for automatic dimming and a high speed wireless RF communication system. Watchfire Message Center also has a 5 year parts warranty.

All designs, colors, and specifications as per the approved design. In case of variance between the above specifications and the approved design, the latter shall prevail, however such design shall be approved in writing by the Seller and Buyer. Permit fees, including parking and sidewalk obstruction permit fees, engineering fees, and variance fees, if required, will be billed extra to the contract amount.

4. BUYER SHALL PROVIDE ELECTRICAL SERVICE FEED WIRES OF SUITABLE CAPACITY AND APPROVED TYPE WITHIN 6 FEET OF LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE, AND MAKE CONNECTION THEREOF TO DISPLAY.

5. ACCEPTANCE OF AGREEMENT: This Agreement shall not take effect until signed on behalf of Buyer and by an officer of Seller at Seller's office in the State of Illinois. This Agreement, including the contract terms on the next page, which are incorporated herein by reference, constitutes the entire understanding between the parties, and this Agreement was entered into in the State of Illinois and the laws of the State of Illinois shall apply to the formation and enforcement of this Agreement

NOTICE TO BUYER

- A Do not sign this contract before you read both pages hereof or if it contains any blank space
- B You are entitled to a completely filled in copy of this contract when you sign it
- C Under the law you have the following rights among others:
 - (a) To pay off in advance the full amount due and to obtain a partial refund of the finance charge.
 - (b) Under certain conditions to redeem the property if repossessed for a default

6. TITLE: Ownership of display shall remain in Seller until all of the payments are made and all of the conditions herein contained are fully satisfied with, at which time Buyer shall be vested with full title to display. Buyer shall bear all risk of loss of display after Seller has completed its installation. Buyer will not sell, pledge, mortgage or encumber the display/ sign or other property covered by this Agreement. The Seller and Buyer hereby state their Agreement that with the exception of the supports which are sunk into the site with concrete the balance of the display/sign is removable without damaging the site and therefore is not a fixture(s).

Accepted: _____ Accepted: _____

7. BUYER OBLIGATION: The Buyer hereby agrees that until said sign is fully paid for, and while the same is in Buyers possession, that the Buyer will maintain the said sign in good condition and repair, and will, without cost or charge to Seller, insure same for the benefit of the Seller in the amount of the total purchase price, and repair and make good any damages which may occur to said display/sign and property furnished therewith, ordinary wear and tear only excepted, also during the purchase installment period Buyer will save, protect and indemnify said Seller from any and all claims made, and any and all damages or loss whatsoever, sustained or claimed to be sustained by any person, firm or corporation whoever shall claim damages or loss, from, by, or due to the use, operation or maintenance of said sign by Buyer, or any part thereof, or the effect of the elements or any other cause whatsoever on said sign, or any parts thereof, either whole or in part. In the event of a non-payment of the installments at the times specified, or of the sale, encumbrance or removal or abandonment of said property or moving away from the premises where said sign has been erected, without the written consent of the Seller or any other breach of Buyer's obligations hereunder, any and all right to possession of said property in the Buyer shall be thereby terminated and the Seller shall have the right to immediately take possession of the same wherever located, and shall have the right to enter upon the land or in any building or parts thereof for the removal of the said sign/display and shall have full power, authority, and right to do and perform any act or thing necessary for the taking and removing of said display/sign property with or without process of law and any and all claims arising or claimed to arise because of the taking, removing and retaining of said property by the Seller are hereby waived and released by Buyer, and Buyer hereby covenants and agrees to save and keep the Seller free and harmless from any and all such claims and damage, and the Seller shall be entitled to retain said property, and all payments made hereon, for its cost and expenses and as liquidated damages by the Buyer under this Agreement and said Buyer hereby releases any and all right to this display/sign.

8. COST OF ELECTRICITY; REINFORCEMENT OF BUILDING; PHYSICAL CONDITIONS: Buyer shall be responsible for and pay all electricity used by display, all necessary reinforcements to the building on which display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions or underground obstructions

9. DELIVERY AND PERFORMANCE: Seller shall perform its obligation with due diligence but shall not be considered responsible for delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, governmental regulations and other causes beyond its reasonable control

10. PERMITS, LICENSES, FEES AND TAXES: Buyer shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, or from any other entity, and for all private or public permissions necessary for the maintenance, use and existence of the Display. Seller shall obtain and pay for (as Buyer's agent) permits and licenses from public authorities for initial installation of the Display. Seller shall not be obligated to commence construction of Display until public permits have been issued. If public permits are denied, after reasonable effort by both parties and/or Seller, then this Agreement shall terminate without liability to either party. Buyer will be responsible for see that public and private permits, once issued, shall not be revoked. Buyer shall pay all State, Federal and local taxes and permit fees with respect to Display.

11. DEFAULT: Buyer shall be in default if it fails to perform any of its obligations under this Agreement or any companion maintenance Agreement relating to Display (which is hereby incorporated) between the parties hereto, or if bankruptcy or insolvency proceedings are instituted by or against Buyer, or if Buyer makes any assignment for the benefit of creditors. In the event Seller is herein required to or deems it necessary to file suit hereunder the Buyer shall also be liable to reimburse Seller for the fair and reasonable amount of attorney's fees and costs of suit incurred by reason of Buyer's default

12. SALE OF SELLER: The Buyer acknowledges that this contract may be sold and assigned by Seller and agrees that Buyer will not setup against any said assignee of this Contract any claim or defense which Buyer may have against the Seller

13. TRANSFER OF AGREEMENT: This Agreement shall be binding upon the respective successors (subject to Article 12 herein) and assigns of the parties. However, the interest of Buyer shall be transferable only with prior written consent of the Seller.

14. DELINQUENT PAYMENTS: Interest will be charged on past due payments of principal at the highest rate permitted by Illinois Law.

15. INSURANCE: Until fully paid for the Buyer shall insure display/sign for benefit of Seller against loss by fire or other casualty, and furnish Seller with evidence of such insurance on demand. The amount of insurance shall be the original purchase price under this Agreement

16. WARRANTY: Seller warrants to Buyer that Display (excluding lamps and accessories as to which the Seller makes no warranty, but which may be covered by manufacturer warranty) at the time of installation will be free from defects of material and workmanship, and will be in accordance with SPECIFICATIONS which are listed on the top of this Agreement. Seller's sole obligation under this warranty is limited to either, (at Seller's option), repairing or furnishing a replacement of Display or the parts thereof, which are determined not to conform with the SPECIFICATIONS and Buyer's exclusive remedy for breach of this warranty will be enforcement of such obligation of Seller. Any action for breach of any warranty must be commenced within one year after date of installation. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER TYPE OF WARRANTY, WHETHER EXPRESS OR IMPLIED.

17. PATENTED ITEM: Buyer acknowledges and agrees that the Price Expander family of products are patented items and that the graphic panels for the Price Expander Deluxe are an integral part of its design and must be purchased from Grate Signs, Inc. Failure to abide by this provision could subject Buyer to a penalty of up to \$100 per day plus reasonable attorneys fees incurred in the enforcement of this provision

18. WAIVER OF BREACH: Time and punctual performance of each provision are of the essence of this Agreement. No waiver by either party of any default shall constitute a waiver of any subsequent default

19. SEVERABILITY CLAUSE: If any provision of this Agreement shall be held invalid, the remainder shall, nevertheless, be deemed valid and effective, and is the intention of the parties hereto that each provision hereof is being stipulated separately in the event one or more of such provisions should be held invalid. The headings in this Agreement shall not affect in any way its meaning or interpretation

I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, EXECUTED BY BOTH THE BUYER AND THE SELLER.

ACCEPTED:
GRATE SIGNS, INC.

BUYER _____
(Individually and as authorized agent for...)

BY: _____

TITLE: _____ DATE _____

TITLE _____ DATE _____

GUARANTY: For value received I or we the undersigned, jointly and severally, hereby absolutely and unconditionally guarantee prompt payment by Buyer of all monies due and payable under the forgoing Agreement, at the dates and for the purpose therein stated, and the performance of all other undertakings by Buyer as herein provided, including reasonable attorney's fees. The undersigned agrees that no notice of acceptance by Seller of this Guaranty shall be required of Seller.

Date _____ By _____ Guarantor

Date _____ By _____ Guarantor