

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



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
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, June 15, 2021

7:00 p.m.

Meeting Agenda

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

Website: Zoom.us
Meeting ID: 312 915 7558
Password: 768782

PUBLIC COMMENT: Persons not attending the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2021-12, "An Ordinance Amending Chapter 14, Article VII, Sections 14-271 and 14-272 of the Municipal Code, Village of Stickney, Illinois Regarding Abandoned Vehicles"
7. Pass and Approve Ordinance 2021-13, "An Ordinance Amending Chapter 42, Article VI, Division 2, Section 42-432 and Chapter 90, Article II, Sections 90-31 and 90-33 of the Municipal Code, Village of Stickney, Illinois Regarding Graffiti and Weeds"
8. Pass and Approve Ordinance 2021-14, "An Ordinance Amending Chapter 18, Article II, Division 2, Division 2, Section 18-69 and Chapter 78, Article IV, Section 78-123 of the Municipal Code, Village of Stickney, Illinois Regarding Building Permits and Transfer Stamps"
9. Approve Resolution 08-2021, "A Resolution Authorizing and Approving a Certain Municipal Finance Agreement and Progress Payments Addendum with Canon Financial Services, Inc. Related to License Plate Reader Cameras for the Village of Stickney"

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- 10. Approve Resolution 09-2021, "A Resolution Authorizing and Approving a Certain Quote from Foster Coach Sales, Inc. Related to the Purchase of an Ambulance 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 Comment**
- 16. Adjournment**

Posted June 11, 2021

June 1, 2021

State of Illinois
County of Cook
Village of Stickney

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

Website: Zoom.us
Meeting ID: 312 915 7558
Password: 768782

PUBLIC COMMENT: Persons not attending the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

The Board of Trustees of the Village of Stickney met via Zoom electronic means on Tuesday, June 1, 2021, at 7:01 p.m.

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

Deputy Chief Jaczak reported that there were no attendees in the courtroom.

Trustee Savopoulos moved, duly seconded by Trustee Kapolnek to approve the minutes of the Cicero-Pershing Tax Increment Financing District Public Hearing meeting held on Tuesday, May 18, 2021.

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

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous Regular Session on Tuesday, May 18, 2021.

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

Trustee White moved, duly seconded by Trustee Savopoulos 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, Savopoulos, Torres and White

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote on the next agenda item the Mayor asked our Village Attorney Tiffany Nelson-Jaworski to explain the three ordinances we are voting on. We were told by our village attorney that what these three ordinances do is finalize and establish the Tax Increment Finance District to get it up and running. The first ordinance establishes the project area in the Stickney Cicero-Pershing TIF. The next ordinance details all the steps the Village took to establish the Tax Increment Financing itself. The last ordinance establishes the Tax Increment Financing itself. The funding is directly in line with the TIF Act. The Village Board must prove that this TIF is in the best interest of the Village. Everything has indicated that it is. Nothing negative has been precepted. It is up to the board now.

The Mayor asked if there were any questions. The Board members were surveyed and there were no questions. The Mayor thanked Village Attorney Tiffany Nelson-Jaworski, Consultant Charles Durham and Trustee Savopoulos for doing all the work on this TIF.

Trustee White moved, duly seconded by Trustee Savopoulos to pass and approve Ordinance 2021-09, "An Ordinance of the Village of Stickney, Cook County, Illinois, Designating the Cicero and Pershing Redevelopment Project Area of Said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act."

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos Pass and Approve Ordinance 2021-10, "An Ordinance of the Village of Stickney, Cook County, Illinois Approving the Village of Stickney Cicero and Pershing Tax Increment Financing District Redevelopment Project Area Redevelopment Plan and Project (Cicero and Pershing TIF District)"

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to Pass and Approve Ordinance 2021-11, "An Ordinance of the Village of Stickney, Cook County, Illinois, Adopting Tax Increment Allocation Financing for the Cicero and Pershing Redevelopment Project Area."

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve Resolution 06-2021, "A Resolution Authorizing and Approving a Certain Agreement with Conduent State and Local Solutions, Inc. Related to the Installation of Red Light Cameras in the Village of Stickney"

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to approve Resolution 07-2021, "A Resolution Authorizing and Approving a Certain Billing Agreement with Paramedic Billing Services, Inc. for the Village of Stickney"

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote Village Attorney Tiffany Nelson-Jaworski explained that this is a billing agreement with PBS Billing. PBS does a lot of the ambulance billing throughout the State of Illinois, especially Northern Illinois. They will provide that billing will go out to Medicare and take care of collections.

MAYOR'S REPORT: The Mayor welcomed back Trustee Torres and wished her well in her recovery. The Mayor spoke of the Memorial Day ceremony. He received many complements directed toward Joe Lopez and the Public Works Department on the beautiful condition of the Veteran Memorial area. Gratitude was extended to various people for their involvement. We were reminded of the Music in the Park on Wednesdays in June.

CLERK'S REPORT: The clerk informed the Mayor that there is no public comment. Clerk McAdams reported on Ranked Choice Voting.

Trustee Reports:

All the Trustees wished Trustee Torres well.

Trustee Milenkovic: The trustee thanked everyone that was involved with the Memorial Day services. It was very nice. He reminded everyone that June 6, is D-Day, the invasion of Normandy. He thanked Trustee Savopoulos, Village Attorney Tiffany Nelson-Jaworski, Consultant Charles Durham for this TIF project. It is a wonderful thing.

Trustee Torres: She thanked everyone for their help with Cinco De Mayo.

Police Chief Jim Sassetti: He extended sincere well wishes to Trustee Torres on behalf of the Police Department.

Public Works Director Joe Lopez: He admitted that it is good to see Trustee Torres again. The sweeper is running good.

Fire Chief Jeff Boyajian: The Fire Chief informed us that our ground ladders and the aerial ladders had their annual inspection. We passed the requirements. The water way was also tested, and we passed. We also learned that the Stickney Fire Department just came back from fighting a fire in Cicero. He offered well wishes to Trustee Torres.

The Clerk had no public comment.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:21 p.m.

Audrey McAdams, Village Clerk

Approved by me this , day of , 2021

Jeff Walik, Mayor

Village of Stickney
Warrant Number 21-22-03

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
June 15, 2021

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			67,956.99
02 WATER FUND			23,237.63
03 MOTOR FUEL TAX FUND			183.01
05 1505 FUND			-
07 POLICE REVENUE SHARING FUND			-
08 CAPITAL PROJECTS FUND			-
09 BOND & INTEREST FUND			-
	Subtotal:		<u>91,377.63</u>
General Fund Payroll	6/15/2021		191,324.13
Water Fund Payroll	6/15/2021		<u>34,034.13</u>
	Subtotal:		<u>225,358.26</u>
Total to be Approved by Village Council			<u><u>316,735.89</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 6/1/2021 Through 6/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
503837	Luis Gomez	6/3/2021	893.84
503839	Air Comfort	6/3/2021	1,267.00
503840	ANDERSON PEST SOLUTIONS	6/3/2021	77.95
503841	Bell Fuels, Inc.	6/3/2021	1,405.08
503842	Central Sod Farms, Inc.	6/3/2021	26.00
503843	Comcast Business	6/3/2021	1,703.44
503844	Comcast	6/3/2021	21.00
503846	CWF Restoration	6/3/2021	650.00
503848	Google LLC	6/3/2021	196.64
503850	Konica Minolta Business Solutions U.S....	6/3/2021	234.10
503851	La Grange Lock & Safe	6/3/2021	109.00
503852	Menards - Hodgkins	6/3/2021	99.00
503853	Municipal Web Services	6/3/2021	270.00
503854	National Pen Co. LLC	6/3/2021	197.06
503855	RAY O'HERRON CO. INC.	6/3/2021	100.00
503856	Ready Refresh	6/3/2021	25.99
503857	S & S Industrial Supply	6/3/2021	179.22
503859	TARGET SOLUTIONS	6/3/2021	5,257.50
503860	Aladtec, Inc.	6/7/2021	2,995.00
503861	Bell Fuels, Inc.	6/7/2021	1,259.82
503862	Bluders Tree Service & Landscaping	6/7/2021	3,000.00
503863	Consolidated Fleet Services, Inc.	6/7/2021	1,412.40
503864	Comcast	6/7/2021	56.00
503866	Corneliu Covaliu	6/7/2021	720.00
503867	Eddie Korosa Jr.	6/7/2021	350.00
503868	Village of Stickney Fire Association	6/7/2021	610.00
503870	G & L Trophies & Gifts	6/7/2021	70.70
503871	IL F.O.P.L.C.	6/7/2021	864.00
503872	Lynn Lupo	6/7/2021	400.00
503873	Menards - Hodgkins	6/7/2021	44.97
503874	Municipal Code Corporation	6/7/2021	450.00
503875	National D.R.I.V.E	6/7/2021	64.00
503876	Quadient Finance USA, Inc.	6/7/2021	706.99
503877	Operating Engineers Local No. 399	6/7/2021	383.60
503878	Restore Construction	6/7/2021	585.00
503879	Schultz Supplies	6/7/2021	56.85
503880	Security Benefit	6/7/2021	985.00
503881	Tameling Industries, Inc.	6/7/2021	190.00
503882	Teamster Local 700	6/7/2021	874.00
503883	Tony Polumbo	6/7/2021	400.00
503884	WASTE MANAGEMENT	6/7/2021	30,467.68
503885	UNITED STATES POSTAL SERVICE	6/10/2021	2,000.00
503886	A Beep , LLC	6/11/2021	244.00
503887	Archer Electrical Supplies	6/11/2021	71.20
503888	Bell Fuels, Inc.	6/11/2021	1,439.64
503889	Biltmore Refrigeration Services & Sale...	6/11/2021	695.00
503890	Cintas Corporation - #21	6/11/2021	305.62
503891	CWF Restoration	6/11/2021	650.00
503893	Municipal Code Corporation	6/11/2021	982.00
503895	Quadient Finance USA, Inc.	6/11/2021	354.99
503897	O'Reilly First Call	6/11/2021	346.22
503898	S & S Industrial Supply	6/11/2021	49.50
503899	Zoll	6/11/2021	113.87
503900	Dearborn National	6/11/2021	1,046.12

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 6/1/2021 Through 6/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
	Total 01 - General Fund		67,956.99

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 6/1/2021 Through 6/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503838	A & F Sewer	6/3/2021	5,575.00
503841	Bell Fuels, Inc.	6/3/2021	702.55
503845	ComEd	6/3/2021	4,399.05
503847	EJ USA Inc.	6/3/2021	102.50
503849	K-Five Hodgkins, LLC	6/3/2021	106.22
503858	Standard Equipment Company	6/3/2021	411.87
503861	Bell Fuels, Inc.	6/7/2021	629.90
503864	Comcast	6/7/2021	165.76
503869	Freeway Ford - Sterling Truck Sales, Inc.	6/7/2021	201.18
503888	Bell Fuels, Inc.	6/11/2021	719.82
503890	Cintas Corporation - #21	6/11/2021	327.12
503892	Jack's Inc.	6/11/2021	68.85
503894	National Wash Authority, LLC	6/11/2021	8,900.00
503896	NICOR GAS	6/11/2021	235.37
503897	O'Reilly First Call	6/11/2021	692.44
	Total 02 - Water Fund		23,237.63

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 6/1/2021 Through 6/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503865	ComEd	6/7/2021	<u>183.01</u>
	Total 03 - Motor Fuel Tax Fund		183.01
			<u> </u>
Report Total			<u>91,377.63</u>
			<u> </u>

ORDINANCE NO. 2021-12

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE VII, SECTIONS 14-271 AND 14-272 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING ABANDONED VEHICLES.

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, Chapter 14, Article VII, Sections 14-271 and 14-272 of the Municipal Code, Village of Stickney (the "Village Code") currently regulates abandoned vehicles in the Village (the "Existing Regulations"); and

WHEREAS, the Corporate Authorities recognize the need to amend, update and clarify the Existing Regulations from time to time; 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 14, Article VII, Sections 14-271 and 14-272 of the Village Code related to abandoned vehicles in the Village, 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 14, Article VII, Sections 14-271 and 14-272 of the Village Code related to abandoned vehicles and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 14, ARTICLE VII, SECTION 14-271 AND 14-272 OF THE
MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 14, ARTICLE VII, SECTION 14-271.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Article VII, Section 14-271 as follows:

Sec. 14-271. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned vehicle means any motor vehicle or any other vehicle in a state of disrepair rendering it incapable of being driven in its condition, or any motor vehicle or other motor vehicle that has not been moved or used for ~~seven~~ five (5) consecutive days or more and is apparently deserted.

Antique vehicle means a motor vehicle that is more than 25 years of age or a bona fide replica thereof and which is driven on the highways only going to and returning from an antique auto show or an exhibition or for servicing or demonstration, or a fire-fighting vehicle more than 20 years old which is not used as fire-fighting equipment, but is used only for the purpose of exhibition or demonstration.

SECTION 3.1. AMENDMENT OF CHAPTER 14, ARTICLE VII, SECTION 14-272.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Article VII, Section 14-272 as follows:

Sec. 14-272. - Abandonment prohibited.

When a vehicle is abandoned or left unattended upon a highway or public property in this village and the vehicle poses a public danger or nuisance, the chief of police may authorize a towing service to relocate or tow and impound the vehicle.

Registered owners of vehicles that have not moved or are inoperable as defined by the definition for abandoned vehicles shall have a notice posted to their vehicle or otherwise issued, and a notice sent by certified or registered mail informing the registered owner that the vehicle will be deemed an abandoned vehicle if it has not been moved or operated in ~~seven~~ five (5) business days and it will be towed on the ~~eighth~~ sixth business day if the vehicle is not relocated. The registered owner shall be responsible for the costs of the towing, the storage of the vehicle, and an administrative penalty ~~cost~~ of \$750.00~~\$200.00~~.

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 _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2021.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2021 - 13

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE VI, DIVISION 2, SECTION 42-432 AND CHAPTER 90, ARTICLE II, SECTIONS 90-31 AND 90-33 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING GRAFFITI AND WEEDS.

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, Chapter 42, Article VI, Division 2, Section 42-432 and Chapter 90, Article II, Sections 90-31 and 90-33 of the Municipal Code, Village of Stickney (the "Village Code") currently regulate graffiti and weed cutting in the Village (the "Existing Regulations"); and

WHEREAS, the Corporate Authorities recognize the need to amend, update and clarify the Existing Regulations from time to time; and

WHEREAS, graffiti is often used by gangs to mark their territory; and

WHEREAS, when another gang or random person covers up the old graffiti with their own, or adds other graffiti in close proximity, it can lead to violence and other crimes in the immediate and surrounding areas; and

WHEREAS, the presence of weeds and other brush are unsightly and bring down the aesthetic value of the surrounding neighborhoods and is also known to attract rodents and other animals and pests; and

WHEREAS, the swift abatement of these nuisances is in the best interest of the Village and its residents; 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 42, Article VI, Division 2, Section 42-432 and Chapter 90, Article II, Sections 90-31 and 90-33 of the Village Code related to graffiti and weed cutting in the Village, 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 42, Article VI, Division 2, Section 42-432 and Chapter 90, Article II, Sections 90-31 and 90-33 of the Village Code related to graffiti and weed cutting in the Village and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

ARTICLE II.

AMENDMENT OF CHAPTER 42, ARTICLE VI, DIVISION 2, SECTION 42-432 AND CHAPTER 90, ARTICLE II, SECTIONS 90-31 AND 90-33 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 42, ARTICLE VI, DIVISION 2, SECTION 42-432.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 42, Article VI, Division 2, Section 42-432 as follows:

Sec. 42-432. – Notice to Remove.

Upon notification by the village supervisor, health officer, police or fire inspector, the owner of property upon which graffiti has been illegally placed shall remove the graffiti within 15 ~~five~~ (5) days of the date of notice. Failure to remove the graffiti within the specified time shall cause the summary abatement of this nuisance as prescribed in section 42-405, and costs shall be assessed to the owner. The penalty upon conviction for the offense of failure to remove graffiti shall be a fine of not less than \$100.00 nor more than ~~\$1,000.00~~ \$750.00 for each offense. Each day such failure shall continue shall be considered a separate offense, and fines shall be assessed accordingly.

SECTION 3.1. AMENDMENT OF CHAPTER 90, ARTICLE II, SECTION 90-31.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 90, Article IV, Section 90-31 as follows:

Sec. 90-31. - Generally.

- (a) Any weeds such as jimson, burdock, ragweed, thistle, cocklebur, or other weeds of a like kind, found growing in any lot or tract of land in the village are hereby declared to be a nuisance, and it shall be unlawful to permit any such weeds to grow or remain in such place.
- (b) It shall be unlawful for anyone to permit weeds or other underbrush to grow to a height of six (6) inches or more; and any person who owns or controls any premises who suffers or permits the growth of weeds or underbrush to greater than six (6) inches shall cut or cause the same to be cut within ~~ten~~ five (5) days after being notified to do so by the chief of police or other representative of the village. If such person shall fail to cut such weeds or underbrush to the curblin of his premises and including any parkway area adjoining such premises within the time specified in this subsection, such weeds will be cut by the village and full cost thereof assessed against such

person. If such cost is not paid after notice thereof has been given by the village, a lien therefor will be placed against the premises in accordance with the applicable provisions of the Illinois Municipal Code.

- (c) It shall be a nuisance and unlawful to plant or permit the growth of the bush of the species of tall, common or European barberry, further known as *Barberis Vulgaris*, or its horticultural varieties within the village.

SECTION 3.2. AMENDMENT OF CHAPTER 90, ARTICLE II, SECTION 90-33.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 90, Article II, Section 90-33 as follows

Sec. 90-33. – Violations.

Any person violating any provision of this article shall be guilty of an offense. A separate offense shall be deemed committed on each day during or on which such nuisance continues unabated after ~~ten~~ five (5) days from receipt of notice. Any unpaid

SECTION 3.3. 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.

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PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2021.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2021-14

AN ORDINANCE AMENDING CHAPTER 18, ARTICLE II, DIVISION 2, SECTION 18-69 AND CHAPTER 78, ARTICLE IV, SECTION 78-123 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING BUILDING PERMITS AND TRANSFER STAMPS.

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 Corporate Authorities have determined that Chapter 18, Article II, Division 2, Section 18-69 and Chapter 78, Article IV, Section 78-123 of the Municipal Code, Village of Stickney (the "Village Code") regarding building permits and transfer stamps need to be amended to prohibit issuance of same to individuals owing a debt that is in arrears to the Village and/or has unpaid local ordinance violation tickets; and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in implementing the regulations contemplated herein; 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 18, Article II, Division 2, Section 18-69 and Chapter 78, Article IV, Section 78-123 of the Village Code related to building permits and transfer stamps, 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 18, Article II, Division 2, Section 18-69 and Chapter 78, Article IV, Section 78-123 of the Village Code related to building permits and transfer stamps and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 18, ARTICLE II, DIVISION 2, SECTION 18-69 AND CHAPTER
78, ARTICLE IV, SECTION 78-123 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY,
ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 18, ARTICLE II, DIVISION 2, SECTION 18-69.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 18, Article II, Division 2, Section 18-69 as follows:

Sec. 18-69. - Denial of permit, certificate of inspection or certificate of occupancy.

No permit, certificate of inspection or certificate of occupancy shall be issued for any dwelling, apartment or any other place of residence that is not in compliance with the building and zoning codes of the Village of Stickney or is not fit or safe for human habitation. The building and environmental inspector shall determine whether a dwelling, apartment or other place of residence is in compliance with the building and zoning codes of the Village of Stickney or if it is unfit or unsafe for human habitation, if the building and environmental inspector finds that conditions exist which are dangerous or injurious to the health, welfare or safety of the occupant or occupants thereof, or the occupants of neighboring dwellings, apartments or other structures, or to residents of the municipality. Such conditions include, without being limited to, defects increasing the hazard of fire, accident or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation, disrepair, or structural defect; uncleanness or vermin infestation, or any other condition as determined by the building and environmental inspector.

In the event of a denial of any permit, certificate of inspection or certificate of occupancy, a conditional permit or certificate may be issued by the building and environmental inspector permitting conveyance or occupancy upon the express condition that the work necessary to cure the violation(s) in the inspection report is performed during a certain period of time, as specified by the building and environmental inspector.

No permit shall issue to the owner of any dwelling, apartment or any other place of residence if said owner has any local ordinance violation tickets that remain unpaid or has a debt that is in arrears owed to the Village as of the time of application for the permit.

SECTION 3.1. AMENDMENT OF CHAPTER 78, ARTICLE IV, SECTION 78-123.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 78, Article IV, Section 78-123 as follows:

Sec. 78-123. - Stamps.

- (a) Purpose. Adhesive stamps for the purpose of paying the tax provided for by this article shall be prepared by the village clerk, in such form, and of such denominations and in such quantities as he may from time to time prescribe, and he shall make provision for the sale of such stamps by the duly authorized agent or agents of the village in such places and at such times as in his judgment may be necessary to accomplish the equitable, efficient and economic collection of the taxes so provided.

- (b) Sale. No person, firm, company, association or corporation other than a duly authorized fiscal agent of the village shall sell or expose for sale, traffic in, trade, barter or exchange any stamp issued pursuant to this article, without first obtaining from the village its written consent to sell, traffic in, trade, barter or exchange such stamps.
- (c) Canceling. In every case where an adhesive stamp shall be used to denote the payment of the tax provided by this article the person using or affixing the stamp shall write or stamp thereupon the initials of his name and the date upon which the stamp shall be attached or used, and shall cut or perforate the stamp in a substantial manner, so that such stamp cannot be again used; provided, however, that the revenue stamp shall not be so defaced as to prevent ready determination of its denomination and authenticity.
- (d) Unpaid Debt. No transfer stamp shall issue to the owner of any dwelling, apartment or any other place of residence if said owner has any local ordinance violation tickets that remain unpaid or other debt in arrears to the village as of the time of application for the stamp.

SECTION 3.2. 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 _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of _____, 2021.**

Audrey McAdams, Village Clerk

RESOLUTION NO. 08 -2021

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN MUNICIPAL FINANCE AGREEMENT AND PROGRESS PAYMENTS ADDENDUM WITH CANON FINANCIAL SERVICES, INC. RELATED TO LICENSE PLATE READER CAMERAS 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 Police Department is in need of certain equipment to facilitate officers who execute traffic stops in the Village (the "Equipment"); and

WHEREAS, Canon Financial Services, Inc. ("Canon") is in the business of providing such Equipment; and

WHEREAS, the Village desires that Canon lease the Equipment to the Village and Canon desires to lease the Equipment to the Village; and

WHEREAS, Canon has submitted a certain agreement to the Village that outlines the terms and conditions under which Canon will lease the Equipment, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, in order to facilitate the delivery and installation of the Equipment, upon the Village's request, Canon has also provided a certain Progress Payments Addendum, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Addendum"), whereby Canon will pay certain progress payments to the supplier of the Equipment as set forth in the Addendum; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement and addendum with substantially the same terms as the terms of the Agreement and the Addendum; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements and addenda to same 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 the President or his designee to enter into the Agreement whereby Canon will lease the Equipment to the Village, to authorize the President or his designee to enter into the Addendum whereby Canon will make certain progress payments to the supplier of the Equipment, 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 and the Addendum in accordance with their 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 and the Addendum 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 the Addendum 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 to the Equipment, 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.

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PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (05/17)

CFS AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME) VILLAGE OF STICKNEY ILLINOIS		DBA	PHONE	
BILLING ADDRESS 6533 PERSHING ROAD		CITY STICKNEY	COUNTY	STATE IL ZIP 60402
EQUIPMENT ADDRESS SAME AS ABOVE		CITY	COUNTY	STATE ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
6		Sharp LPR cameras Genetec AU-K-V-WS850-LC	60	937.13
TERM: 60 months		PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:		* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN.
CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF
CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY
AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____	AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: _____ Printed Name: _____ Email Address: _____ By: X _____ Title: _____ Printed Name: _____ Email Address: _____
ACCEPTANCE CERTIFICATE To: Canon Financial Services, Inc. ("CFS") Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement. Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____	

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the

same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: Title to the Equipment shall pass to the Customer "AS-IS WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

EXHIBIT B



CANON FINANCIAL SERVICES, INC.

PROGRESS PAYMENTS ADDENDUM

CFS Agreement Number:
Vendor Legal Name:

WHEREAS, Canon Financial Services, Inc. ("CFS") and VILLAGE OF STICKNEY ILLINOIS ("Customer") have determined it is for their mutual benefit to enter into this Progress Payments Addendum (this "Addendum") to the above-referenced lease agreement (whether designated as a lease, rental, master agreement, or otherwise, together with all schedules and exhibits thereto, "Agreement") for the lease or rental of certain equipment ("Equipment"); and

WHEREAS, in order to facilitate the delivery and installation of the Equipment, Customer has requested that CFS pay to the supplier of the Equipment specified above ("Vendor") certain Progress Payments (as defined herein), and CFS hereby agrees to make such Progress Payments to the Vendor upon the terms and conditions set forth in this Addendum; and

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

1. **Progress Payments.** Subject to the terms and conditions set forth in this Addendum, CFS agrees to pay to the Vendor fifty percent (50%) of the purchase price and the related charges for the Equipment ("Purchase Price") as set forth in Vendor's invoice for such Equipment (a "Progress Payment", and in the plural, collectively, "Progress Payments") in advance of the commencement of the lease or rental term under the Agreement. Upon receipt by CFS of the Agreement, this Addendum, and all other required documentation duly executed by Customer, including, if applicable, a Municipal PO (as defined herein) (collectively, "Customer Documentation"), CFS shall make the Progress Payment to Vendor. Customer shall maintain the insurance required under the Agreement as to any item of Equipment for which the Progress Payment was made from the date of such Progress Payment, and shall deliver to CFS, upon demand, evidence of such insurance satisfactory to CFS in its sole discretion. Upon confirmation satisfactory to CFS in its sole and absolute discretion of delivery and unconditional acceptance of the Equipment by Customer, CFS shall pay to Dealer an additional Progress Payment for the remaining balance of the Purchase Price.

2. **Repayment Amount: Late Charge.** If (a) all of the Equipment has not been delivered to and accepted by the Customer under the Agreement for any reason within ninety (90) days of payment of the initial Progress Payment; or (b) Customer shall cancel its order for any item of Equipment or shall fail to unconditionally accept any item of Equipment upon delivery from Vendor or fail to execute any and all documentation required by CFS in connection therewith; or (c) Vendor shall fail to deliver and install any item of Equipment pursuant to any purchase order or agreement, or to convey to CFS good and marketable title to the Equipment free and clear of all liens, claims, security interests, and encumbrances; or (d) a default occurs hereunder or under the Agreement; or (e) there shall occur a material adverse change in the Customer's financial condition; then the Customer shall be deemed to be in default under this Addendum and under the Agreement, and shall pay to CFS, upon demand, an amount equal to the aggregate amount of all Progress Payments made by CFS to Dealer in connection with the Agreement, together with interest (calculated from the date of issuance of each such Progress Payment by CFS to Vendor) at a rate equal to the Prime Rate plus two and a half percent (2.50%) per annum or the maximum rate of interest allowable by applicable law (collectively, the "Repayment Amount"). For the purposes hereof, "Prime Rate" shall mean the Prime Rate as published in the Wall Street Journal on the date hereof. If Customer fails to pay the Repayment Amount or any portion thereof on demand, or any other amount hereunder by the applicable due date, Customer agrees to pay to CFS a late fee charge equal to ten percent (10%) of each such delayed payment (not to exceed the maximum amount permitted by applicable law), together with reasonable legal, collection, and other expenses incurred by CFS in connection therewith.

3. **Amounts Received by Customer.** Customer has no interest in or right to any Progress Payments, and if any Progress Payments are returned, rescinded or refunded to Customer by Vendor, Vendor shall immediately disclose such amounts to CFS and, upon demand, forward such amounts to CFS.

4. **Obligations Absolute and Unconditional.** Customer shall pay all amounts hereunder absolutely and unconditionally, without abatement, deduction, off-set, defense or counterclaim of any kind whatsoever. If the Equipment is not manufactured and delivered as required by the purchase agreement or other agreement between Customer and Vendor, or is unsatisfactory for any reason, Customer shall make all claims pertaining thereto solely against the Vendor.

5. **Indemnification.** Customer agrees to indemnify and hold harmless CFS against any losses, claims, damages or liabilities (or actions in these respects) in any way arising out of, in connection with, or resulting from the Customer Documentation or any purchase order or other agreement related to the Equipment or the enforcement of any of the foregoing, or any item of Equipment, including, without limitation, the manufacture, selection, delivery, possession, use, operation or return of the Equipment, and any taxes for which Customer is responsible in connection therewith. Customer's obligations under this paragraph shall survive expiration or termination of this Addendum and the Agreement notwithstanding any other provision contained herein. Nothing herein shall be construed as a waiver or limitation of any rights of CFS under the Agreement.

6. **Additional Requirement for Municipal Customer.** If the Customer is a municipal entity (as determined by CFS in its sole discretion), Customer shall deliver to CFS, concurrently with this Addendum, a purchase order for the aggregate amount of the Progress Payment plus interest thereon (calculated for a period of ninety (90) days) in an amount equal to the Prime Rate plus two and a half percent (2.50%) per annum, as evidence that Customer has sufficient funds available during its current appropriation period to repay such amounts ("Municipal PO").

7. **Miscellaneous.** This Addendum is supplemental to the Agreement and the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein. In the event of any conflict between the provisions of this Addendum and the provisions of the Agreement or the provisions of the purchase agreement or other agreement between Customer and Vendor, the provisions of this Addendum shall govern and control to the extent of such conflict. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized as of the date first above written.

CANON FINANCIAL SERVICES, INC.

Customer: VILLAGE OF STICKNEY ILLINOIS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

RESOLUTION NO. 09 -2021

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN QUOTE FROM FOSTER COACH SALES, INC. RELATED TO THE PURCHASE OF AN AMBULANCE 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 Fire Department is in need of a new Horton Ambulance to assist firefighters and EMTs in the Village in the performance of their duties (the "Vehicle"); and

WHEREAS, Foster Coach Sales, Inc. ("Foster") is in the business of providing this type of Vehicle; and

WHEREAS, the Village desires to purchase the Vehicle from Foster and Foster desires to sell the Vehicle to the Village; and

WHEREAS, Foster has submitted a certain quote for the financing of the Vehicle to the Village that outlines the terms and conditions under which the Village will purchase the Vehicle, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Quote"); and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to approve a quote with substantially the same terms as the terms of the Quote with a financing interest rate not to exceed four percent (4%); and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") and Village Finance Director are authorized to revise agreements and further negotiate the terms of the Quote, as necessary, provided that the financing rate cannot exceed four percent (4%), and to make 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 the President or his designee to approve the Quote with a financing rate not to exceed four percent (4%) whereby the Village will purchase the Vehicle from Foster 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 and approve the Quote 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 any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution 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 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 to the Vehicle, 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.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

March 8, 2021

VIA E-MAIL: jboyajian@villageofstickney.com

Jeffrey Boyajian, Fire Chief
Village of Stickney
Stickney, Illinois

Dear Chief Boyajian:

I am pleased to provide the following quote for Village of Stickney for the financing of a new Horton Ambulance. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$265,000.00	\$265,000.00	\$265,000.00
Down Payment:	\$0.00	\$0.00	\$0.00
Financed Amount:	\$265,000.00	\$265,000.00	\$265,000.00
Term:	3-years	5-years	7-years

Payment Frequency:	Annual, in advance (first payment due at lease signing)		
Rate*:	2.69%	2.69%	2.79%
Payment*:	\$90,688.20	\$55,850.39	\$41,052.81
Factor^:	.34222	.21076	.15492

Payment Frequency:	Annual, in arrears (first payment due one year from lease date)		
Rate*:	2.69%	2.74%	2.94%
Payment*:	\$93,127.71	\$57,435.08	\$42,438.05
Factor^:	.35143	.21674	.16014

* Rate and payment assumes that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly.
^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the Village's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,



Mark M. Zaslavsky
President

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276

(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

PF00975

QUOTATION

TO: STICKNEY FIRE DEPARTMENT
6433 43RD ST
STICKNEY, IL 60402

DATE: 03/12/21

ATTN: JEFF BOYAJIAN

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	2022 FORD F550 4X4 GAS CHASSIS ON A HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	\$ 243,253.00	\$ 243,253.00
		\$ Total	\$ 243,253.00
ACCEPTED BY: _____			
TITLE: _____ Date: _____			

ESTIMATED DELIVERY:
6-8 MONTHS AFTER DATE OF ORDER

PROPOSED BY: _____

P. FOSTER, VICE PRESIDENT OF SALES