VILLAGE OF STICKNEY



Jeff Walik

Village President

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

Village Trustees

Mitchell Milenkovic Sam Savopoulos

Leandra Torres Jeff White

Audrey McAdams Village Clerk

Mary Hrejsa Tim Kapolnek

Sam Savopoulos
REGULAR MEETING

BOARD OF TRUSTEES VILLAGE OF STICKNEY Tuesday, July 20, 2021

7:00 p.m.

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the special 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 wishing to attend via Zoom or not wanting to attend the meeting in person may submit "Public Comment" to the Village Clerk no later than <u>one (1) hour before the scheduled start of the meeting</u>. Please send public comments to the Village Clerk at <u>villageclerk@villageofstickney.com</u>.

Meeting Agenda

- 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 2021-17, Village of Stickney, Cook County, Illinois Combined Annual Budget and Appropriation Ordinance for Fiscal Year Beginning on May 1, 2021 and Ending April 30, 2022
- 7. Approve Resolution 10-2021, "A Resolution Authorizing and Approving a Certain Security System and Services Agreement Related to Security Cameras for the Village of Stickney"
- 8. Report from the President
- 9. Report from the Clerk
- **10. Trustee Reports/Committee Reports**
- **11. Reports from Department Heads**
- **12. Public Comments**
- 13. Adjournment

July 6, 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:

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The Board of Trustees of the Village of Stickney met via Zoom electronic means on Tuesday, July 6, 2021, at 7:09 p.m.

Upon the roll call, the following Trustees were present: Trustees Hrejsa, Kapolnek, Savopoulos and White Absent: Trustees Milenkovic (excused absence) and Torres

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to approve the minutes of the previous Regular Session on Tuesday, June 15, 2021.

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

Page 2

Trustee White moved, duly seconded by Trustee Savopoulos to Motion to Authorize the Scheduling of a Public Hearing on the Budget and Appropriations Ordinance for Tuesday, July 20, 2021, at 6:45 p.m. and Publish Legal Notice of said Hearing.

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

Trustee Savopoulos moved, duly seconded by Trustee White to Pass and Approve Ordinance 2021-15, "An Ordinance Amending Chapter 22, Article XIX of Municipal Code, Village of Stickney, Illinois, Regarding Regulating Outdoor Storage Areas."

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

Trustee Savopoulos moved, duly seconded by Trustee White to Pass and Approve Ordinance 2021-16, "An Ordinance Amending Chapter 14, Section 14-148 of the Municipal Code, Village of Stickney, Illinois Regarding Street Cleaning Parking Restrictions."

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

Prior to the vote Village Attorney Tiffany Nelson-Jaworski informed us that this is a housekeeping ordinance to correct some dates and days to coordinate some actions of the Village.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to Grant Permission for a Block Party on August 7, 2021, on the 4400 block of Grove Avenue.

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

MAYOR'S REPORT: The Mayor thanked David Gonzales and his staff for putting together our budget for the next meeting. Appreciation was given to Fire Chief Jeff Boyajian for taking over the Zoom presentation today. Gratitude was extended to the Stickney Police Department for a quiet 4th of July. He said that he is out day and night. He was out at midnight and Stickney was quiet while surrounding towns were a war zone. Although he did observe fireworks display at Home School at 1:30 a.m. In addition, we extended Music in the Park through the month of July. Expect a "Save the Date" mailer in the mail for additional events.

Page 3

<u>CLERK'S REPORT</u>: The clerk provided information she received from the Metropolitan Water Reclamation District of Greater Chicago concerning a Cease-and-Desist Order against Koppers Incorporated because of a violation of discharging acenaphthene and phenanthrene into the districts sanitary sewerage system.

Trustee Reports:

<u>Trustee Savopoulos:</u> The sidewalk program was delayed due to the weather. They will start tomorrow. Public Works will put up the no parking signs.

The mayor remarked that a few comments received over the excellent police presence at the Jewel Store during the July 4th weekend. Officers were seen walking in the lot as well as in the store.

<u>Police Chief Jim Sassetti:</u> The chief congratulated the men and women of the Stickney Police Department because of the great job they did over this July 4th weekend. He was also out working the holiday. He felt that there were considerably less fireworks this year than what we had last year. The updated totals as of Friday at 0600 hours to today at 0600 hours were we had 19 calls of fireworks. Of those 19 calls we issued 10 citations. We concentrated our units on the alleys to detour people from lighting off fireworks. Based on the surrounding communities and what we have seen happening there, we are happy with the results. Again, he thanked the men and women of the Stickney Police.

<u>Public Works Director Joe Lopez:</u> He reminded people of the one-day delay of garbage pickup because of the 4th of July.

Finance Director David Gonzalez: He reminded us of the public hearing on July 20, 2021, at 6:45 p.m.

<u>Fire Chief Jeff Boyajian:</u> The Fire Chief informed us that we had a relatively quiet weekend. There were no firework injuries. No active fires in the Village. On July 5th they went to Lyons for a garage fire that was due to fireworks. The mayor mentioned that he saw that the fire department was training on a car that was upside down. The Chief said that they are training on the use of the new tools. Videos will be taken of their training in the future.

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 7:26 p.m.

Audrey McAdams, Village Clerk

Approved by me this day of , 2021

Jeff Walik, Mayor

Village of Stickney

Warrant Number 21-22-05

EXPENDITURE APPROVAL LIST FOR VILLAGE COUNCIL MEETING ON July 20, 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		112,399.35
02 WATER FUND		13,130.43
03 MOTOR FUEL TAX FUND		171.67
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		
08 CAPITAL PROJECTS FUND		6,608.66
09 BOND & INTEREST FUND	Subtotal:	132,310.11
General Fund Payroll Water Fund Payroll	7/15/2021 7/15/2021	198,652.35 16,785.23
	Subtotal:	215,437.57
Total to be Approved by Village Council		347,747.68
Approvals:		

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

Check/Voucher Register - Check Register 01 - General Fund From 7/1/2021 Through 7/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
503980	Advantage Chevrolet	7/2/2021	163.00
503981	Air One Equipment, Inc.	7/2/2021	100.00
503982	ANDERSON PEST SOLUTIONS	7/2/2021	57.40
503983	Bluders Tree Service & Landscaping	7/2/2021	4,275.00
503984	Comcast Business	7/2/2021	1,703.44
503985	Comcast	7/2/2021	309.66
503987	Cook County Clerk	7/2/2021	10.00
503988	CWF Restoration	7/2/2021	650.00
503989	Executive Gift Selection	7/2/2021	367.50
503990	Fullmer Locksmith Service	7/2/2021	120.00
503991	Health Endeavors SC	7/2/2021	1,485.00
503992	Jason M. Barnish	7/2/2021	750.00
503993	Jessy Rodriguez	7/2/2021	750.00
503994	Joe Iaculla	7/2/2021	400.00
503995	Just Tires	7/2/2021	160.82
503996	Konica Minolta Business Solutions U.S	7/2/2021	177.01
503997	Marcos Munoz	7/2/2021	750.00
503998	Melissa Brown	7/2/2021	400.00
504000	Nick Pontarelli	7/2/2021	0.00
504001	Pedro Garcia	7/2/2021	2,011.52
504002	Reliable Fire & Security	7/2/2021	1,044.95
504003	Richard W. Hammesfahr	7/2/2021	500.00
504004	Robert Sassano	7/2/2021	750.00
504005	Shark Shredding, Inc.	7/2/2021	190.00
504006	Southern Wisconsin & Norhtern Illinois	7/2/2021	30.00
504007	S & S Industrial Supply	7/2/2021	1,375.00
504008	STAPLES BUSINESS CREDIT	7/2/2021	1,328.07
504009	Google LLC	7/2/2021	204.00
504010	Minuteman Press of Lyons	7/2/2021	350.49
504014	Bell Fuels, Inc.	7/8/2021	1,622.84
504015	Cintas Corporation - #21	7/8/2021	291.70
504016	CINTAS #769	7/8/2021	550.80
504019	CWF Restoration	7/8/2021	650.00
504020	DEL GALDO LAW GROUP LLC	7/8/2021	
504023	Konica Minolta Business Solutions U.S	7/8/2021	1,800.00 35.14
504025	Lyons Pinner Electric Co.	7/8/2021	1,785.00
504026	Municipal Emergency Services	7/8/2021	
504027	O'Reilly First Call		16.85
504028	POMP'S TIRE SERVICE, INC.	7/8/2021 7/8/2021	187.84 213.54
504029	Shark Shredding, Inc.	7/8/2021	
504032	The Eagle Uniform Co.		45.00
504032	WASTE MANAGEMENT	7/8/2021	1,766.50
504034	Yuritzy RC Landscaping Inc	7/8/2021	30,467.68
504035	Abila	7/8/2021	1,625.00
504035	B and B Maintenance, Inc	7/12/2021	812.54
504037	CDW Government	7/12/2021	1,560.00
504038	Citizens Bank	7/12/2021	680.00
504039	Comcast	7/12/2021 7/12/2021	2,346.24
504040	Diamond Graphics, Inc.		56.35
504041	Minuteman Press of Lyons	7/12/2021	1,267.50
504041	R&L Landscaping Tree Trimming & La	7/12/2021	123.26
504043	Ready Refresh	7/12/2021	2,500.00
504045	Richard Jaczak	7/12/2021	25.99
504045	Scott Urbanski	7/12/2021	55.95
504045	VERIZON	7/12/2021	1,280.00
Date: 7/15/21 04:36:08		7/12/2021	1,494.46

Check/Voucher Register - Check Register 01 - General Fund From 7/1/2021 Through 7/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
504047	West Central Municipal Conference	7/12/2021	200.00
504048	Aero Removals	7/15/2021	350.00
504049	Air Comfort	7/15/2021	1,812.50
504050	Airgas USA LLC	7/15/2021	833.42
504051	Bell Fuels, Inc.	7/15/2021	1,702.02
504052	Braniff Communications, Inc.	7/15/2021	610.00
504053	CDW Government	7/15/2021	485.86
504054	CHICAGO COMMUNICATIONS, LLC	7/15/2021	493.50
504055	Comcast	7/15/2021	107.85
504056	Cruz Ortiz	7/15/2021	179.95
504057	Dearborn National	7/15/2021	1,708.67
504058	DEL GALDO LAW GROUP LLC	7/15/2021	24,518.75
504059	Backdraft OPCO, LLC	7/15/2021	2,890.00
504060	Freeway Ford - Sterling Truck Sales, Inc.	7/15/2021	75.40
504061	Gas Plus Corp	7/15/2021	323.82
504062	GROWING COMMUNITY MEDIA, NFP	7/15/2021	238.00
504063	Just Tires	7/15/2021	172.70
504064	Menards - Hodgkins	7/15/2021	132.62
504065	Municipal Emergency Services	7/15/2021	430.83
504067	POMP'S TIRE SERVICE, INC.	7/15/2021	677.27
504068	Reliable Fire & Security	7/15/2021	783.15

Total 01 - General Fund

112,399.35

Check/Voucher Register - Check Register 02 - Water Fund From 7/1/2021 Through 7/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
503937	Corporate Mailing Service, Inc.	7/15/2021	(603.81)
503986	ComEd	7/2/2021	2,817.40
503999	Menards - Hodgkins	7/2/2021	168.80
504011	A & F Sewer	7/8/2021	3,380.00
504012	ALEXANDER CHEMICAL CORPORATION	7/8/2021	1,112.50
504013	AUTOMATIC CONTROL SERVICES	7/8/2021	324.00
504014	Bell Fuels, Inc.	7/8/2021	811.43
504015	Cintas Corporation - #21	7/8/2021	291.66
504016	CINTAS #769	7/8/2021	550.80
504017	Comcast	7/8/2021	183.27
504018	ComEd	7/8/2021	23.78
504021	Illinois Environmental Protection Agency	7/8/2021	1,000.00
504022	Jack's Inc.	7/8/2021	194.71
504027	O'Reilly First Call	7/8/2021	375.68
504030	S & S Industrial Supply	7/8/2021	46.88
504038	Citizens Bank	7/12/2021	1,278.16
504051	Bell Fuels, Inc.	7/15/2021	851.02
504064	Menards - Hodgkins	7/15/2021	150.42
504066	NICOR GAS	7/15/2021	173.73
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Total 02 - Water Fund

13,130.43

Check/Voucher Register - Check Register 03 - Motor Fuel Tax Fund From 7/1/2021 Through 7/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
504018	ComEd	7/8/2021	171.67
	Total 03 - Motor Fuel Tax Fund		171.67

1

Check/Voucher Register - Check Register 08 - Capital Projects Fund From 7/1/2021 Through 7/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
504024	Lindahl Brothers, Inc.	7/8/2021	6,608.66
	Total 08 - Capital Projects Fund		6,608.66
Report Total			132,310.11



ORDINANCE NUMBER 2021-17

VILLAGE OF STICKNEY COOK COUNTY ILLINOIS COMBINED ANNUAL BUDGET AND APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING ON MAY 1, 2021 AND ENDING APRIL 30, 2022

This ordinance makes appropriations for the Corporate Fund, Bond and Interest Fund, Water Fund, Capital Projects Fund, Motor Fuel Tax Fund, MFT- Rebuild IL Fund and other purposes for the Village of Stickney for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

WHEREAS, the Combined Budget and Appropriation Ordinance for the Village of Stickney for its 2022 fiscal year (May 1, 2021 through April 30, 2022) has been prepared in tentative form and has been made conveniently available for public inspection for at least ten (10) days prior to final actions thereon; and

WHEREAS, a public hearing was held as to such budget on the 20th day of July, 2021, notice of said hearing having been given at least ten (10) days prior thereto and all legal requirements, including all publication requirements, having been complied with;

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

Section 1: That the fiscal year of the Village of Stickney is hereby fixed and declared to begin May 1, 2021 and end April 30, 2022 (hereinafter "Fiscal Year 2022"). That the following sums of money or so much hereof as may be authorized by law, be and the same are hereby appropriated for Corporate Funds, Bond and Interest Fund, Water Fund, Capital Projects Fund, Motor Fuel Tax Fund, MFT- Rebuild IL Fund, and other purposes for the Village of Stickney, County of Cook, Illinois, for Fiscal Year 2022 as hereinafter specified.

Section 2: That the following Budget, containing an estimate of the amount available and expenditures and the appropriation contained therein, be and the same is hereby adopted as the Budget and Appropriations for the Village of Stickney for Fiscal Year 2022.

Section 3: That the funds on hand at the beginning of Fiscal Year 2022 are \$6,849,738. That the estimated cash expected to be received during Fiscal Year 2022 from all sources is \$15,842,745, a certified estimate of which is set forth in "Exhibit A" attached hereto and incorporated herein. That the estimated expenditures contemplated for Fiscal Year 2022 are \$16,184,643. That the estimated cash expected to be on hand at the end of Fiscal Year 2022 is \$6,507,840.

Section 4: Amounts Budgeted and Appropriated by fund:

NTATIVE **Village of Stickney Appropriations** May 1, 2021 - April 30, 2022

	BUDGET		APPI	APPROPRIATION	
CORPORATE FUND					
ADMINISTRATION DEPARTMENT					
SALARIES - ADMININISTRATION	\$	154,400	\$	169,840	
SALARIES - OT		1,750		1,925	
SALARIES - VILLAGE CLERK		38,420		38,420	
REV AND RECORD ORDINANCES		5,000		5,500	
PLUMBING INSPECTOR		4,200		4,620	
POLICE/FIRE COMMITTEE COMPENSATION		9,000		9,900	
POLICE/FIRE EXPENSES		1,000		1,100	
POSTAGE/DELIVERY		10,000		11,000	
OFFICE SUPPLIES		10,000		11,000	
DUES & SUBSCRIPTIONS		22,500		24,750	
WCMW MEMBERSHIP EXPENSE		12,500		13,750	
PRINTING AND PUBLICATION		17,500		19,250	
EMPLOYEE INSURANCE		125,000		137,500	
IT CONSULTING		45,000		49,500	
LEGAL SERVICES		160,000		176,000	
OTHER PROFESSIONAL FEES		125,000		137,500	
VILLAGE PROSECUTOR		5,000		5,500	
LOBBYIST		10,000		11,000	
ENGINEERING SERVICES		15,000		16,500	
OPERATING SUPPLIES		5,000		5,500	
EDUCATION AND TRAINING		1,000		1,100	
BUILDING MAINTENANCE		5,000		5,500	
MAINTENANCE/REPAIR OFFICE EQUIPMENT		2,500		2,750	
TELEPHONE		110,000		121,000	
SECURITY SYSTEMS		4,600		5,060	
INSURANCE		175,000		192,500	
AUDITING		20,000		22,000	
MUNICIPAL RETIREMENT EXPENSE		150,000		165,000	
FICA/MEDICARE TAX		160,000		176,000	
UNEMPLOYMENT TAX		8,000		8,800	
EVENTS		1,500		1,650	
EQUIPMENT		35,000		38,500	
TRANSFERS OUT	-	125,000		137,500	
Total Administrative Department		1,573,870		1,727,415	
VILLAGE COUNCIL DEPARTMENT					
SALARIES - VILLAGE PRESIDENT		27,250		27,250	
SALARIES - TRUSTEE		97,690		97,690	

Village of Stickney Appropriations May 1, 2021 - April 30, 2022

	BUDGET	APPROPRIATION
SALARIES - LIQUOR COMMISSIONER	27,250	27,250
CONTINGENCIES	5,000	5,500
Total Village Council Department	157,190	157,690
PUBLIC WORKS DEPARTMENT		
STREETS		
SALARIES - PUBLIC WORKS	357,833	393,616
SALARIES - OT	17,500	19,250
OFFICE SUPPLIES	2,500	2,750
DUES AND SUBSCRIPTIONS	3,000	3,300
EMPLOYEE INSURANCE	68,000	74,800
PURCHASE MATERIALS/SUPPLIES	1,500	1,650
IT CONSULTING	1,000	1,100
OTHER PROFESSIONAL FEES	5,000	5,500
ENGINEERING SERVICE	2,500	2,750
REP/MAINT MOTOR EQUIPMENT	17,500	19,250
OPERATING SUPPLIES	10,000	11,000
FUEL COSTS	32,000	35,200
BUILDING MAINTENANCE	5,000	5,500
REPAIR - EQUIPMENT	5,000	5,500
MAINT/REPAIR - OFFICE EQUIPMENT	1,000	1,100
SMALL TOOLS/EQUIPMENT	500	550
MATERIALS - STREET REPAIR	5,000	5,500
SIDEWALK REPAIRS	5,000	5,500
SIDEWALK REPAIRS 50/50	10,000	11,000
TREE TRIMMING/ REMOVAL	60,000	66,000
UTILITIES GAS/ELECTRIC	500	550
MAINTENANCE OF PRIVATE PROPERTIES	45,000	49,500
UNIFORMS	8,500	9,350
TOTAL STREET	663,833	730,216
BUILDING AND GROUNDS		
PURCHASE MATERIALS/SUPPLIES	2,000	2,200
RENTAL - SANITARY	200	220
OPERATING SUPPLIES	2,500	2,750
BUILDING MAINTENANCE	35,000	38,500
MAINTAIN RECREATION AREAS	5,000	5,500
MAINT/REPAIRS - COMMUNICATIONS EQUIP,	600	660
MAINT/REPAIRS - OFFICE EQUIPMENT	1,000	1,100
SECURITY SYSTEMS	3,750	4,125
SMALL TOOLS/EQUIPMENT	500	550

TAT a j **Village of Stickney Appropriations** May 1, 2021 - April 30, 2022

	BUDGET	APPROPRIATION
UTILITIES GAS/ELECTRIC	2,000	2,200
JANITORIAL SERVICES	18,750	20,625
TOTAL BUILDING AND GROUNDS	71,300	78,430
DISPOSAL		
DISPOSAL SERVICE CHARGES	348,000	382,800
TOTAL DISPOSAL	348,000	382,800
Total Public Works Department	1,083,133	1,191,446
POLICE DEPARTMENT		
SALARIES - POLICE	2,318,735	2,550,609
HOLIDAY PAY	75,000	82,500
SALARIES - OT	75,000	82,500
POSTAGE/DELIVERY	200	220
OFFICE SUPPLIES	7,500	8,250
DUES AND SUBSECTIONS	10,000	11,000
PRINTING AND PUBLICATIONS	4,000	4,400
EMPLOYEE INSURANCE	370,000	407,000
IT CONSULTING	14,000	15,400
DISPATCH FEES	198,994	218,893
ADJUDICATION	20,000	22,000
OTHER PROFESSIONAL FEES	6,000	6,600
REPAIRS/MAINT - MOTOR EQUIPMENT	30,000	33,000
MAINTENANCE OF GUN RANGE	5,000	5,500
OPERATING SUPPLIES	17,750	19,525
FUEL COSTS	32,000	35,200
EDUCATION AND TRAINING	17,500	19,250
BUILDING MAINTENANCE	11,000	12,100
MAINTENANCE/REPAIR OFFICE EQUIPMENT	5,000	5,500
TELEPHONE	22,500	24,750
SECURITY SYSTEMS	37,300	41,030
UNIFORMS	19,200	21,120
PENSION CONTRIBUTION	1,366,827	1,503,510
EQUIPMENT	35,000	38,500
VEHICLE - LOAN PAYMENT	59,745	65,720
Total Police Department	4,758,251	5,234,077

Village of Stickney Appropriations May 1, 2021 - April 30, 2022

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	BUDGET	APPROPRIATION
RECREATION DEPARTMENT		
MAINTENANCE RECREATION AREAS	\$ 2,000	\$ 2,200
EVENTS	30,000	33,000
DONATIONS	6,000	6,600
Total Recreation Department	38,000	41,800
FIRE DEPARTMENT		
SALARIES - FIRE	878,205	966,026
SALARIES - OT	120,000	132,000
DUES & SUBSCRIPTIONS	10,500	11,550
OFFICE SUPPLIES	4,500	4,950
EMPLOYEE INSURANCE	30,000	33,000
EVP SYSTEM	1,000	1,100
IT CONSULTING	7,500	8,250
MEDICAL EXAMS	10,000	11,000
REPAIRS/MAINT - MOTOR EQUIPMENT	25,000	27,500
OPERATING SUPPLIES	25,000	27,500
EDUCATION AND TRAINING	20,000	22,000
BUILDING MAINTENANCE	15,000	16,500
MAINT/REPAIRS - COMMUNICATIONS EQUIP.	3,500	3,850
REPAIR - EQUIPMENT	5,000	5,500
MAINTENANCE/REPAIR OFFICE EQUIPMENT	15,000	16,500
PROTECTIVE CLOTHING	10,000	11,000
AMBULANCE BILLING	12,000	13,200
SECURITY SYSTEMS	1,850	2,035
VEHICLE - LOAN PAYMENT	9,000	9,900
UNIFORMS	90,688	99,757
Total Fire Department	1,293,743	1,423,118
TOTAL CORPORATE FUND	<u>\$ 8,904,187</u>	<u>\$ 9,775,546</u>

TENTATIVE Village of Stickney Appropriations

May 1, 2021 - April 30, 2022

	BUDGET		APPROPRIATION	
WATER FUND				
SALARIES - WATER	\$	461,508	\$	507,659
SALARIES - OT		20,000		22,000
PURCHASE OF WATER		2,025,000		2,227,500
POSTAGE/DELIVERY		5,000		5,500
OFFICE SUPPLIES		1,500		1,650
DUES AND SUBSCRIPTIONS		5,000		5,500
EMPLOYEE INSURANCE		88,200		97,020
PURCHASE METERS & SYSTEMS		75,000		82,500
PURCHASE MATERIALS/SUPPLIES		10,000		11,000
CONTRACTUAL REPORTING SYSTEM		60,000		66,000
LEAD TREATMENT		3,000		3,300
RENTAL - SANITARY		1,000		1,100
IT CONSULTING		5,000		5,500
OTHER PROFESSIONAL FEES		65,000		71,500
ENGINEERING SERVICE		25,000		27,500
REPAIRS/MAINT- MOTOR EQUIPMENT		20,000		22,000
MAINT/REP PUMP STATION		30,000		33,000
PURCHASE FIRE HYDRANTS		15,000		16,500
REPAIRS/MAINT - OFFICE EQUIPMENT		5,000		5,500
OPERATING SUPPLIES		15,000		16,500
FUEL COSTS		32,000		35,200
EDUCATION AND TRAINING		1,000		1,100
BUILDING MAINTENANCE		10,000		11,000
SEWERS - REPAIR AND MAINTENANCE		125,000		137,500
SEWER CLEANING		10,000		11,000
REPAIRS & MAINTENANCE - WATER		20,000		22,000
SECURITY		1,500		1,650
UTILITIES - GAS/ELECTRIC		35,000		38,500
CONTINGENCIES		250		275
AUDITING		15,000		16,500
UNIFORMS		7,500		8,250
MUNICIPAL RETIREMENT EXPENSE		80,000		88,000
FICA/MEDICARE TAX		34,000		37,400
UNEMPLOYMENT TAX		4,500		4,950
EQUIPMENT		20,000		22,000
VEHICLE		45,000		49,500
CAPITAL IMPROVEMENTS		150,000		165,000
DEPRECIATION		82,500		90,750
WATER EXPENSE IMRF		150,000		165,000
GENERAL FUND REIMBUSRMENT		240,000		264,000
TOTAL WATER FUND	<u>\$</u>	3,998,458	<u>\$</u>	4,398,304

AT Village of Stickney Appropriations May 1, 2021 - April 30, 2022

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		BUDGET	APP	ROPRIATION
CAPITAL PROJECTS FUND	_			
GUNDERSON ROAD PROJECT	\$	370,000	\$	407,000
OAK PARK ROAD PROJECT		495,000		544,500
HARLEM AVE TRAFFIC CALMING		52,000		57,200
RIDGELAND PARK GREEN		30,000		33,000
PUBLIC WORKS FACILITY		40,000		44,000
45TH STREET PROJECT - STICKNEY		5,775		6,353
45TH STREET PROJECT - FOREST VIEW		5,823		6,405
FIRE DEPARTMENT - VEHICLES	3	265,000	3. 	291,500
TOTAL CAPITAL PROJECTS FUND	<u>\$</u>	1,263,598	<u>\$</u>	1,389,958
MOTOR FUEL TAX FUND	_			
ENGINEERING SERVICE	\$	25,000	\$	27,500
MATERIALS - STREET REPAIR		100,000		110,000
TRAFFIC SIGNS		15,000		16,500
SALT PURCHASE		55,000		60,500
UTILITIES GAS/ELECTRIC		55,000		60,500
TRANSFERS OUT	3 	635,000		698,500
TOTAL MOTOR FUEL TAX FUND	<u>\$</u>	885,000	<u>\$</u>	973,500
MFT - REBUILD IL FUND	_			
REBUILD IL - TRANSFER OUT	\$	300,000	\$	330,000
Total MFT - REBUILD IL FUND	\$	300,000	\$	330,000
BOND & INTEREST FUND				
INTEREST ON BONDS	\$	252,400	\$	277,640
PRINCIPAL ON BONDS		580,000		638,000
OTHER PROFESSIONAL SERVICES	3	1,000		1,100
TOTAL BOND & INTEREST FUND	<u>\$</u>	833,400	\$	916,740
			2	
GRAND TOTAL	\$	16,184,643	<u>\$</u>	17,784,048

TENTATIVE

Section 5: All unexpended balances of any items of any general appropriation made by this Ordinance may be expended in making up any deficiency in any item or items in the same general appropriation made by this Ordinance. All unexpended balances from annual appropriations of previous years are hereby re appropriated. That the invalidity of any item or section of this Ordinance will not affect the validity of the whole or any part thereof.

Section 6: All miscellaneous receipts of revenue from all sources not herein expressly reserved or appropriated will be available to pay appropriations herein provided for, not payable out of specific funds herein appropriated. All unexpended balances of annual appropriations of previous fiscal years are hereby re appropriated.

Section 7: This Ordinance will be in full force and effect from and after its passage, approval and publication according to law.

Section 8: If any clause, sentence, paragraph or a part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

PASSED this 20 ^t	^h day of	f July,	2021.
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AYES:	
NAYS:	
ABSENT:	

ABSTENTION:	
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APPROVED by me this 20th day of July, 2021.

Jeff Walik, President

ATTESTED AND FILED in my office this 20th day of July, 2021.

Audrey McAdams, Village Clerk



)) SS.

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STATE OF ILLINOIS

COUNTY OF COOK

CERTIFICATION

I, Audrey McAdams, do hereby certify that I am the duly qualified and Village Clerk of the Village of Stickney and the keeper of the records and files of the Village of Stickney, Cook County, Illinois.

I further certify that the foregoing is a true, full and complete copy of Ordinance No. entitled "Combined Annual Budget and Appropriation Ordinance for Fiscal year Ending April 30, 2022", said ordinance having been adopted at a regular meeting of the Village Board held on the 20th day of July, 2021 at which meeting a quorum was present.

Given under my hand and official seal at Village of Stickney, Cook County, Illinois this 20th day of July, 2021.

(SEAL)

Audrey McAdams Village of Stickney Cook County, Illinois

TENTATIVE

EXHIBIT "A" VILLAGE OF STICKNEY CERTIFICATE OF ESTIMATED REVENUES FISCAL YEAR BEGINNING MAY 1, 2021 AND ENDING APRIL 30, 2022

SOURCE		AMOUNT
Property Taxes		\$ 3,508,800
Replacement Tax		130,000
State Income Tax		750,000
Use Tax		300,000
Sales Tax		480,000
Home Rule Sales Tax		265,000
Utility Taxes		750,000
Real Estate Transfer Tax		115,000
Other Taxes		445,200
Motor Fuel Tax Allotments		255,000
MFT- Rebuild Illinois		149,075
Water Services		4,108,500
Licenses and Permits		1,260,000
Fines and Forfeitures		540,000
Charges for Services		488,000
Grants		150,000
Interest		4,305
Reimbursements		7,020
Tower Rental		172,345
Covid		400,000
Miscellaneous		94,500
Water Reimbursement		240,000
Loan Proceeds		265,000
Transfers In		 965,000
	TOTAL	\$ 15,842,745



)) SS.

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STATE OF ILLINOIS

COUNTY OF COOK

CERTIFICATION

I, David Gonzalez, Treasurer of the of the Village of Stickney, Cook County, Illinois, DO HEREBY CERTIFY that the above is a true estimate of the revenues anticipated to be received by this governmental unit in the fiscal year for the indicated funds.

Dated: _____ Treasurer: _____

RESOLUTION NO. 10-2021

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN SECURITY SYSTEM AND SERVICES AGREEMENT RELATED TO SECURITY 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 security solutions, expertise, technology and services for the Village (the "Services"); and

WHEREAS, Alarm Company ("Alarm Co") is in the business of providing such Services; and

WHEREAS, the Village desires that Alarm Co provide the Services to the Village and Alarm Co desires to provide the Services to the Village; and

WHEREAS, Alarm Co has submitted a certain agreement to the Village that outlines the terms and conditions under which Alarm Co will provide the Services, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Agreement"); 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 with substantially the same terms as the terms of the Agreement; and

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

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Alarm Co will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, 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

SECURITY SYSTEM AND SERVICES AGREEMENT

210406104403



Alarm Company ("Alarm Co"): <u>Illinois Alarm Service, Inc.</u> 7340 W. 15th Street · Forest Park, IL 60130 708.366.2400 · L License #127-000167 Subscriber ("Sub"): VILLAGE OF STICKNEY POLICE DEPARTMENT 6533 W. PERSHING ROAD STICKNEY IL 60402

Alarm Co agrees to furnish Sub with installation as described and services as checked, and provide any other Alarm Co services upon request at established rates. Radio transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall \Box remain with Alarm Co, or 🛛 transfer to Sub upon full payment of the purchase price.

AT CENTRAL MONITORING STATION UL ("CS") OTHER CS		
SIGNALING FROM SUB TO CS IS: 🗌 DIGITAL 🔲 INTERNET 🔲 RADIO 🗔		
	SUB ACCESS TO ACTIVITY REPORTS	
PARTS AND LABOR REPAIR SERVICE: 🗌 BURGLAR 🗌 FIRE 🛛 CCTV 🗌 CARD ACCESS 🗌 OTHER		
BILLABLE T & M REPAIR SERVICE ON REQUEST: BURGLAR FIRE CCTV CARD ACCESS OTHER		
CCTV TESTING: 🗆 MO. 🗆 QTRLY 🗌 SEMI-ANNUAL 🛛 ANNUAL		

Sub shall pay Alarm Co the sum of (\$ 69,359.98 Dollars, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay, in addition, for ongoing services the sum of (\$ 655.55 Dollars per month, payable quarterly in advance. A late payment charge of 1 ½% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.

System Description

FOUR (4) 1.5 VANDAL RESISTANT CORNER CAMERAS
FOUR (4) CORNER FACE PLATES
FOUR (4) CORNER FACE MOUNTS
SEVENTEEN (17) FLEXIDOME IP 2MP INDOOR CAMERAS WITH IR
ONE (1) PENDANT PIPE MOUNT
ONE (1) PENDANT PIPE EXTENSIONS
TEN (10) FLEXIDOME 2MP OUTDOOR CAMERAS
ELEVEN (11) PENDANT INTERFACE PLATES
ELVEN (1) PENDANT WALL MOUNTS
ONE (1) DIVAR RECORDING APPLIANCE 3U 96TB
ONE (1) 24 PORT GIGABIT FLEX MOUNT SWITCH
FOUR (4) DIVAR IP 8-CHANNEL EXPANSION LICENSE
TWO (2) DIVAR IP WORKSTATION EXPANSIONS
THREE (3) 55 INCH 4K LED MONITOR
THREE (3) MONITOR EXTENDERS
THREE (3) MINI DISPLAY PORT MALE TO HDMI FEMALE
THREE (3) 3 FOOT HDMI CABLES
THREE (3) PLASMA CEILING MOUNT ADAPTERS
THREE (3) SUSPENDED MOUNTING KITS
PREVAILING WAGE LABOR & CABLE INCLUDED
ILLINOIS ALARM SERVICE, INC. WILL PROVIDE:
ALL REQUIRED LABOR, CABLES, CONDUIT STUBS AND OR APPROVED RACEWAY, MISC. FITTINGS AND APPROPRIATE BACK BOXES PROVIDE TWO (2) HOURS OF SUBSCRIBER TRAINING ON SYSTEM. ANY ADDITIONAL TRAINING WILL BE ON A TIME AND MATERIAL BASIS.
SYSTEM USER MANUALS EXCLUSIONS: (UNLESS AGREED TO IN WRITING ABOVE) ARE RESPONSIBILITY OF SUB
ALL MUNICIPAL FEES (PERMIT, PLAN REVIEW, INSPECTION, ELECTRICAL)
ANY ON-LINE FILING / SUBMITTAL(S) FEE(S) ANY PAINTING PATCHING RESURFACING AND DECORATING IF REQUIRED BY THE SUBSCRIBER
FULL CONDUIT (IF REQUIRED)
CREDIT CARD PROCESSING FEE(S) LIFT
QUALIFICATIONS:
ALARM CO REQUIRES A CONSTRUCTION SCHEDULE FOR SCOPE OF WORK LISTED ABOVE PRIOR TO THE COMMENCEMENT OF SAID WORK. ANY ADDITIONAL LABOR REQUIRED DUE TO THE LACK OF CONSTRUCTION SCHEDULE. OR FAILURE OF OTHERS TO COMPLY WITH SAID SCHEDULE, ARE BEYOND THE SCOPE OF WORK AND SUB AGREES TO ANY
ADDITIONAL CURRENT TIME AND MATERIAL CHARGE.
SUB TO PROVIDE AN UNOBSTRUCTED FLOOR AND UNINTERRUPTED ACCESS TO ALL APPLICABLE WORK AREA(S). ANY DELAY IN INSTALLATION DUE TO AN OBSTRUCTED FLOOR OR INTERRUPTED ACCESS, SUB AGREES TO ADDITIONAL TIME AND MATERIAL CHARGES.

ADDITIONAL TERMS AND CONDITIONS ON FOLLOWING PAGES

ADDITIONAL TERMS AND CONDITIONS

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1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not (because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.

2. Sub will provide access to premises to Alarm Co for installation of System or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, monitoring and other services and agrees that installation of System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wage rates will be at an additional charge unless specified in Agreement.

3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. <u>Required Service</u>: Police agencies require repair of Systems which cause false dispatches. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repair services to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in f

4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and internet service may be adversely affected by line cut, internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are probabilistic by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) Immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS, and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line

5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the AHJ. The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside ringer which is causing a disturbance, or an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

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6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized people.

7. Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.

8. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or redecorate any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shalt immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

9. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. <u>LIMITATION OF LIABILITY</u> It is understood and agreed: That Alarm Co and its directors, officers, shareholders, agents, assigns, employees, or independent contractors providing portions of the installation or services for Sub (including, but not limited to, signal carriers, telephone companies, municipal agencies, monitoring providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness that System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that the liability of Alarm Co and Others for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper installation, operation or non-operation of System or services (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the CS) is expressly limited as set forth herein. Should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree (including gross negligence) of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penality as Sub's exclusive remedy.

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but Sub expressly and explicitly acknowledges that such additional sum(s) paid and obligation(s) undertaken shall in no event make Alarm Co or Others Insurers. This limitation of liability covers all Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the CS is available at additional cost to Sub.

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12. INDEMNIFICATION If anyone other than Sub asks Alarm Co or Others to pay for any harm or damages (including property 12. INDEMNIFICATION is anyone other than Sub asks Alarm Go or Uthers to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the System or services, (ii) Alarm Co's or Other's any angle personal injury or death) connected with or resulting from (i) a failure of the System or services, (iii) Alarm Co's or Other's any angle personal injury or death) connected with or resulting from (i) a failure of the System or services, (iii) Alarm Co's or Other's the System or services or fully a failure of the System or services or fully a failure of the System or services or fully a failure of the System or services of the System damage, personal injury or death) connected with or resulting from (I) a failure of the system or services, (II) Alarm Co's or Other's own negligence, (iii) any other improper or careless activity of Alarm Co or Others in providing the System or services or (iv) a olaim for indemnification or contribution. Sub will report respectively to Alarm Co or Others (a) and amount which a court order own negligence, (III) any other improper or careless activity of Alarm Co or Others in providing the System or services or (IV) a claim for indemnification or contribution, Sub will repay, respectively, to Alarm Co or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others researchely across to pay and (b) the amount of Alarm Colo or Others ം പ് Claim for indemnification or contribution, Sub will repay, respectively, to Alarm Go or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's responsible attorney's face and any other losses and costs that Alarm Co or Others may pay in connection with the herm or rm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's sonable attorney's fees and any other losses and costs that Alarm Co or Others may pay in connection with the harm or pages. Sub's obligation to repay Alarm Co or Others for such harm or demonse shell not apply if the harm or demonse have a solution to repay Alarm Co or Others for such harm or demonse shell not apply if the harm or demonse have a solution of the solutio es and any other losses and costs that Alarm to or others may pay in connection with the name of an to repay Alarm Co or Others for such harm or damages shall not apply if the harm or damages happens others other harm construction of the such harm or damages and such harm or damages and such harm or an alarm of the such and such harm or an alarm of the such as t eleases Alarm Co and Others for losses, damages and

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is executed prior or subsequent to this Agreement and that any work performed to is subject to the terms and conditions of this Agreement. Alarm Co may assign this Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement or (ii) Alarm Co commences the w be Agreement and Sub's purcha becomes effective only upon either (i) an onicer of Alarm Co signing a copy of this Agreement of (ii) Alarm Co commences the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that look of such a receipt shell not, in care work involved or otherwise affect this Agreement. This Agreement is deemed executed in performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Cook County Illippin shall be covered by Illippin law and very could chall be evolvative in the Circuit Court of Cook County Illippin should any Cook County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Cook County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any sub-curit and further units trial by further to any action between them. No suit or action shall be brought applied for County Others dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others waive the section of the course of entires. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others are then one waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others are then one waive trial by jury in any action between them. such suit, and turther waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interacte any counterclaim. The interacted on of this Agreement shall not be construed enciped the defer. If Sub more than one year after the accrual of the cause of action. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the dratter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will conclude in full force and effect and Sub will continue to be lickle for the complete the new location. All terms contained in this Agreement will conclude in full force and effect and Sub will continue to be lickle for the complete the new location. moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining

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