

# VILLAGE OF STICKNEY

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



**Jeff Walik**  
Village President

**Jim 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, October 18, 2022**

**7:00 p.m.**

## 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. Request to hire one (1) Probationary Police Officer
7. Pass and Approve Ordinance 2022-18, "An Ordinance Authorizing and Approving a Memorandum of Understanding Between the Cook County Sheriff's Office and the Village of Stickney Regarding the Sheriff's Treatment Response Team"
8. Pass and Approve Ordinance 2022-19, "An Ordinance Granting and Approving a Certain Variances Related to the Operation of a Freight Terminal at 4400 Ridgeland Avenue"
9. Approve Resolution 18-2022, "A Resolution Authorizing and Approving, a Certain Proposal from Air Comfort for the Purchase of an HVAC System for the Village of Stickney"
10. Approve Resolution 19-2022, "A Resolution Authorizing and Approving a Certain Proposal From Stanley Convergent Security Solutions, Inc. for the Purchase of an Access Control System for the Village of Stickney"
11. Report from the Mayor
12. Report from the Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comments
16. Adjournment

**Posted October 14, 2022**

**October 4, 2022**

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

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 4, 2022, at 7:02 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.**

**Mayor Walik welcomed back Clerk McAdams after having time off due to illness. The clerk thanked the Mayor for his continued support during this time. The Clerk then thanked Beth Lukas, the Deputy Clerk for taking over the duties of the Clerk while she was gone.**

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

**Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the regular board meeting held on Tuesday, September 20, 2022.**

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

**Trustee White moved, duly seconded by Trustee Milenkovic 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: Trustees White, Milenkovic, Torres, Kapolnek and Hrejsa  
Absent: Trustee Savopoulos  
Nays: None  
Mayor Walik declared the motion carried.**

**Mayor Walik introduced Dennis Brennen of Illinois Energy Aggregation, LLC. A presentation was given to the Board concerning gas cost effectiveness for Village properties. Examples were given of the increases of 133% in the cost of gas over the year. The rates available from the three featured suppliers was given. These rates are flexible every day. Mr. Brennen recommended that the Board should make a motion to lock in the rate for 36 months. Village Attorney Nelson-Jaworski advised that she would like to review the contracts presented by Mr. Brennen. Village Director of Finance, David Gonzalez also wanted to examine the plans. The Village Attorney recommended that the Board pass a motion to pass a motion for a provider**

up to \$.70. Or an alternative would be to approve a contract with one of the providers based on which ever one has the lowest rate.

Trustee White moved, duly seconded by Trustee Hrejsa to accept one of these contracts up to \$.70 that our attorney and finance director have approved.

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Savopoulos

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote, the Mayor surveyed the Board for questions and concerns on this motion. Trustee Torres felt she needed to learn more about these plans.

The Mayor announced that Fire Chief Boyajian is asking for the promotion of Jon O'Dowd to Deputy Chief of the Stickney Fire Department. The promotion of Michael Weber to Lieutenant of the Stickney Fire Department. Both individuals were unable to attend due to other responsibilities. They will be sworn in at another time.

Trustee Kapolnek moved, duly seconded by Trustee Torres to Pass and Approve Ordinance 2022-17, "An Ordinance Approving a Fourth Amendment to the Existing Lease Agreement with T-Mobil USA Tower LLC for the Village of Stickney."

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Savopoulos

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote, Village Attorney Nelson-Jaworski explained that Crown Castle is asking for more property to place their equipment. It will increase the fee by \$700 per month.

Trustee Torres moved, duly second by the Trustee Hrejsa to approve Resolution 17-2022, "A Resolution Authorizing, Approving, and Ratifying a Proposal from Axon Enterprises, Inc. to Provide Equipment and Services to the Police Department for the Village of Stickney"

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Savopoulos

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote, Police Chief Sasseti explained that the Board will be voting on a contract with Axon Enterprises, Inc. who will provide body cameras, tasers and virtual-reality goggles for the police department. We were mandated by The Safety Act to provide body cameras and training. This beats us to the game for our statutory requirements for body cameras. This will ultimately result in an approximately \$50,000 savings initially. All our officers will be outfitted with body cameras and tasers. It is an integrated system. Whenever there is a use of force involving a

handgun or a taser the body camera automatically triggers and will capture audio/video of that particular incident. Please note that through the generosity of State Senator Tony Munoz and State Representative Lisa Hernandez we were able to secure a grant that covered 100% of the initial cost of this project. There were a few supply chain issues. We expect this project to be fully implemented by Christmas or early Spring.

The Mayor said that we have a \$50,000 savings and had to request this grant by October 1, 2022. He had to poll all the Trustees prior to October 1<sup>st</sup> in order to make the deadline. The Finance Director David Gonzalez was instrumental in helping to obtain this grant.

Trustee Hrejsa moved, duly seconded by Trustee Kapolnek to approve request to appoint Deputy Police Chief Jerry Chlada Jr. to the Safety Committee.

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Savopoulos

Nays: None

Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee White to Approve Intergovernmental Agreement Between the Illinois Department of Healthcare and Family Services and the Village of Stickney

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Savopoulos

Nays: None

Mayor Walik declared the motion carried.

**MAYOR'S REPORT:** The Mayor told us that the newsletter will be out very soon. An announcement was made that Stickney resident Albina Mladenoff will be turning 100 years old this week. A celebration is planned in front of her house. A reminder was given about our Haunted Hayride.

**CLERK'S REPORT:** Information was provided concerning Early Election Voting that will start October 24 through November 7, 2022. The Stickney-Forest View Library is the closest location for voting. Copies of the election ballots were available.

**TRUSTEE REPORTS:**

Welcome back greetings were given to the clerk.

**Trustee Hrejsa:** The trustee announced the Haunted Hayride on October 15, from 6:00 to 9:00 p.m. We are still looking for volunteers for the acts. Information was given concerning a Chicago Bears event that was held at Edison School. There were a couple of hundred kids out there running drills.



**Trustee Torres:** We were told that the Haunted Hayride is open to everyone. The cost is \$5.00 per person. The pumpkin patch is only for Stickney residents.

**Trustee Milenkovic:** He mentioned that he has been reviewing some of our ordinances. He didn't have anything tonight to report. Maybe in the future the Board would update. He foresaw that he would report on his findings at the next meeting. In addition, the paper-shredding event report was given. The Certificate of Destruction showed that 2869 pounds of paper was shredded.

**Trustee White:** He welcomed the high school civics class in attendance. He invited them to approach the Trustees after the meeting to have their assignment paperwork signed.

**DEPARTMENT REPORTS:**

**Public Works Director Joe Lopez:** An update was given about the water main on 4100 to 4300 East Avenue. Only one house on the 4200 block had lead service. They replaced it with copper. In the near future the sidewalks and landscaping will be completed. Leaf pickup starts on November 1.

**Police Chief James Sasseti:** Announced on September 23, we had three new officers (Nicole Godinez, Jorge Escobar and Eduardo Gonzales) graduated from the police academy. They are currently on the street training. The Illinois Training and Standards Board said that each passed the state certification on their first try. The Mayor commented that two out of the three were at the top of their class.

**Fire Chief Jeff Boyajian:** He thanked the Board for concurring with his promotion recommendations. A history of the individuals was given. In addition, we learned that on Saturday the fire department went to a mutual aid to Cicero at a bar and coach house that were on fire. The Mayor asked about the hiring process. The Chief explained that a lot of full-time departments are having difficulty getting people to apply. We are fortunate to because we are BLS. We are going to hire another three. We lose all our guys to the full-time departments. Our guys go through the paramedic school, and they go to a full-time department. Many surrounding departments are having few qualified people to apply. We have firemen that have started with us that have moved elsewhere throughout the United States. Many have upper ranked positions.

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion at 7:40 p.m.

Respectfully submitted,

\_\_\_\_\_  
Audrey McAdams, Village Clerk

Approved by me this            day of            , 2022

\_\_\_\_\_  
Jeff Walik, Mayor

**Village of Stickney**  
**Warrant Number 22-23-11**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
October 18, 2022

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		81,001.76
02 WATER FUND		27,454.01
03 MOTOR FUEL TAX FUND		20,152.47
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>128,608.24</u>
General Fund Payroll	10/15/2022	230,974.21
Water Fund Payroll	10/15/2022	<u>18,512.74</u>
	Subtotal:	<u>249,486.95</u>

Total to be Approved by Village Council	<u>378,095.19</u>
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Approvals:

\_\_\_\_\_  
Jeff Walik, Mayor

\_\_\_\_\_  
Audrey McAdams, Village Clerk

\_\_\_\_\_  
Treasurer

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
01 - General Fund  
From 9/30/2022 Through 10/13/2022

Check Number	Vendor Name	Effective Date	Check Amount
505775	Secretary of State	10/3/2022	(151.00)
505837	Corneliu Covaliu	10/3/2022	(480.00)
506037	Town of Cicero	9/30/2022	16,802.50
506038	Air Comfort	10/3/2022	5,444.26
506040	ANDERSON PEST SOLUTIONS	10/3/2022	192.70
506041	Bell Fuels, Inc.	10/3/2022	2,759.70
506042	Berwyn ACE Hardware	10/3/2022	193.73
506043	Bluders Tree Service & Landscaping	10/3/2022	475.00
506044	Town of Cicero	10/3/2022	16,802.50
506046	Corneliu Covaliu	10/3/2022	480.00
506047	Costco - Citicard	10/3/2022	507.82
506048	CPURX, Inc.	10/3/2022	3,164.00
506049	Cruz Ortiz	10/3/2022	25.01
506050	Google LLC	10/3/2022	240.00
506051	Illinois Association of Chiefs of Police	10/3/2022	265.00
506052	Jeffery Johnson	10/3/2022	208.78
506053	Menards - Hodgkins	10/3/2022	317.18
506054	Minuteman Press of Lyons	10/3/2022	117.40
506056	Offset Consulting LLC	10/3/2022	299.00
506057	Partners and Paws Veterinary Services	10/3/2022	1,846.95
506058	RAY O'HERRON CO. INC.	10/3/2022	1,017.48
506059	Rydin	10/3/2022	397.28
506060	Shaw Media	10/3/2022	1,167.96
506061	Standard Equipment Company	10/3/2022	1,886.69
506062	STAPLES BUSINESS CREDIT	10/3/2022	2,400.52
506063	Tire Services	10/3/2022	55.00
506065	UNITED STATES POSTAL SERVICE	10/6/2022	2,000.00
506066	UNITED STATES POSTAL SERVICE	10/6/2022	275.00
506067	Air Comfort	10/7/2022	6,802.20
506068	Air One Equipment, Inc.	10/7/2022	120.00
506069	Artistic Engraving	10/7/2022	264.81
506070	Bell Fuels, Inc.	10/7/2022	1,277.62
506071	Berwyn ACE Hardware	10/7/2022	5.98
506072	CDW Government	10/7/2022	470.81
506074	Cintas Corporation - #21	10/7/2022	584.63
506075	CINTAS #769	10/7/2022	1,584.60
506076	Comcast	10/7/2022	203.03
506078	Forest View Dunkin Donuts	10/7/2022	145.23
506080	Gas Plus Corp	10/7/2022	683.62
506081	Jack Phelan Dodge	10/7/2022	292.16
506082	Konica Minolta Business Solutions U.S....	10/7/2022	316.81
506084	Menards - Hodgkins	10/7/2022	65.83
506085	Quadient Finance USA, Inc.	10/7/2022	547.99
506086	NFPA	10/7/2022	948.60
506087	RAY O'HERRON CO. INC.	10/7/2022	327.27
506089	Skynet Security Systems	10/7/2022	745.00
506091	Standard Equipment Company	10/7/2022	765.18
506092	The Eagle Uniform Co.	10/7/2022	392.00
506093	Scott Urbanski	10/7/2022	1,740.00
506094	Westfield Ford, Inc.	10/7/2022	1,944.06
506096	Yuritz RC Landscaping Inc	10/7/2022	1,950.00
506097	Zoll	10/7/2022	113.87
Total 01 - General Fund			81,001.76

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
02 - Water Fund  
From 9/30/2022 Through 10/13/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506039	ALEXANDER CHEMICAL CORPORATION	10/3/2022	60.00
506041	Bell Fuels, Inc.	10/3/2022	1,379.85
506045	ComEd	10/3/2022	6,707.62
506055	Monroe Truck Equipment, Inc.	10/3/2022	1,677.87
506061	Standard Equipment Company	10/3/2022	1,777.66
506070	Bell Fuels, Inc.	10/7/2022	638.81
506073	Chris Thielsen	10/7/2022	288.40
506074	Cintas Corporation - #21	10/7/2022	584.62
506075	CINTAS #769	10/7/2022	1,584.60
506079	EJ USA Inc.	10/7/2022	278.80
506083	Lehigh Hanson	10/7/2022	655.50
506088	Riccio Construction Corporation	10/7/2022	11,820.28
	Total 02 - Water Fund		27,454.01

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
03 - Motor Fuel Tax Fund  
From 9/30/2022 Through 10/13/2022

Check Number	Vendor Name	Effective Date	Check Amount
506045	ComEd	10/3/2022	937.21
506064	Traffic Control & Protection Inc	10/3/2022	3,136.80
506077	ComEd	10/7/2022	119.66
506090	Solar Traffic Systems Inc.	10/7/2022	15,958.80
	Total 03 - Motor Fuel Tax Fund		20,152.47
Report Total			128,608.24



# *Stickney Police Department*



**JAMES T. SASSETTI**  
Chief of Police

6533 West Pershing Road  
Stickney, Illinois 60402  
Phone (708) 788-2131  
Fax (708) 749-2742



**JEFF WALIK**  
Mayor

October 12, 2022

Re: Request to hire one (1) Probationary Patrol Officer

Honorable Mayor Jeff Walik and Village Trustees,

I respectfully request your consent and approval to contact the Board of Police & Fire Commissioners to hire one (1) Probationary Police Officer off of the current Commissioners Final Eligibility List. This request is being made to fill the vacancy created by the resignation of Ofc. Ryan Wagner. Thank you in advance for your consideration with this request.

Respectfully,

A red rectangular box redacting the signature of James T. Sassetti. There are blue ink scribbles around the box.

**James T. Sassetti**  
Chief of Police

**ORDINANCE NO. 2022-18**

**AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COOK COUNTY SHERIFF'S OFFICE AND THE VILLAGE OF STICKNEY REGARDING THE SHERIFF'S TREATMENT RESPONSE TEAM**

**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**, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

**WHEREAS**, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

**WHEREAS**, the Village and the Cook County Sheriff's Office ("CCSO") are public agencies under the laws of the State of Illinois dedicated to the protection of residents; and

**WHEREAS**, CCSO developed and implemented the Sheriff's Treatment Response Team ("TRT") in order to reduce the impact of substance abuse and mental illness on Cook County and its residents; and

**WHEREAS**, the Parties desire to enter into and approve a memorandum of understanding (the "MOU"), attached hereto and incorporated herein as Exhibit A, whereby the Stickney Police Department will partner with the TRT in order to connect residents in real time to mental health and substance abuse services during community calls for law enforcement; 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 MOU; 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; and

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or his designee to enter into the MOU whereby the Village will partner with the TRT in order to connect residents in real time to mental health and substance abuse services during community calls for law enforcement and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance 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 Ordinance. 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 Ordinance. 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 Ordinance and shall take all action necessary in conformity therewith.

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

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

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

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

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

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**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2022.

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**Audrey McAdams, Village Clerk**

## EXHIBIT A



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COOK COUNTY SHERIFF'S OFFICE  
AND THE STICKNEY POLICE DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered into by and between the Cook County Sheriff's Office ("CCSO") and the Stickney Police Department ("Stickney PD") (collectively, the Parties). This document affirms the agreement of the signatory parties to fulfill the terms of this MOU. These terms include the achievement of all deliverables and adherence to requirements as noted.

**I. RECITALS**

**WHEREAS**, pursuant to 55 ILCS 5/3-6021, the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

**WHEREAS**, the CCSO developed and implemented the Sheriff's Treatment Response Team ("TRT") in order to reduce the impact of substance abuse and mental illness on Cook County and its residents; and

**WHEREAS**, the TRT utilizes a Co-Response Model for mental health incidents which combines law enforcement resources with assistance from Licensed Clinical Social Workers to connect individuals suffering from a mental duress, mental health issues, and/or substance use disorder with harm-reduction and substance abuse treatment services; and

**WHEREAS**, Stickney PD provides law enforcement services within its jurisdiction and desires to partner with CCSO in order to connect citizens in real-time to mental health and substance abuse services during community calls for law enforcement service; and

**WHEREAS**, both the CCSO and Stickney PD desire to memorialize the terms of their collaboration.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

**II. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein as though fully set forth:

**III. ROLES AND RESPONSIBILITIES**

CCSO and Stickney PD shall collaborate in order to connect individuals with TRT services during calls for service and/or in the course of Stickney PD's lawful duties. This MOU serves to memorialize the process by which Stickney PD may engage the TRT for supportive services. In order to facilitate this process, the Parties agree to the following terms and conditions:

- A. In the event that Stickney PD, by lawful means, identifies a need for TRT services on-scene during a call for law enforcement service or otherwise, Stickney PD shall contact the TRT by contacting the TRT 24/7 Duty Phone (Hotline) at 309-4ME-HELP or 309-463-4357.
- B. TRT personnel shall provide services in accordance with policy and training. Subjects are not obligated to speak with TRT staff, and Stickney PD understands that the service shall be made available voluntarily. Upon request, Stickney PD law enforcement officers shall step away to provide space to the subject and TRT staff in order to ensure confidentiality.
- C. CCSO shall assess the needs of TRT program participants and provide them with appropriate treatment services, including, but not limited to, immediate crisis intervention, peer support and referrals for services

including outpatient treatment services, residential treatment services, day treatment services, aftercare services and/or any other relevant treatment services based on needs.

- D. Stickney PD will provide the TRT with data pertaining to referrals to the CCSO including, but not limited to, number of referrals, copies of police reports and related documentation, body worn camera video, and any additional records necessary.
- E. The CCSO and Stickney PD shall participate in joint meetings on an as-needed basis. Such meetings shall be attended by those identified by the CCSO and Stickney PD individually.
- F. When applicable, the CCSO and Stickney PD shall comply with all state and federal guidelines regarding public health emergencies, including the ongoing COVID-19 pandemic, natural emergencies, or other events beyond the control of the parties, such as an act of God. Both Parties shall understand that procedures may need to be adapted in light of any related developments.

#### **IV. TERM**

The term of this MOU shall commence upon full execution of this MOU, and continue in full force and effect for one (1) year (the "Initial Term"). This MOU shall automatically renew for additional one (1) year terms (each the "Renewal Term") up to and until such time as this MOU is terminated by the Parties. Either party may terminate this MOU upon sixty (60) days written notice to the other Party.

#### **V. CONFIDENTIALITY**

The Parties acknowledge that the TRT's role and purpose in each call for service shall be separate from Stickney PD's. TRT is not responding in a law enforcement capacity, and even if CCSO sworn personnel are on-site to assist it does not impact TRT's specific role and purpose. Accordingly, TRT shall maintain the confidentiality of information shared by subjects and shall not be expected to relay or transmit such information to Stickney PD in accordance with state and local law. *See, e.g., 740 ILCS 110 et seq.*

Any data, information, reports, deliverables, documents, and personnel information ("Data") provided by CCSO to Stickney PD under this MOU, and vice versa if any, are confidential and shall remain the property of the originating agency. All Data shall be maintained in a confidential manner and will not be disseminated or disclosed except by express consent of the CCSO. Stickney PD shall ensure the confidentiality of same, and shall notify the CCSO immediately if there Stickney PD been a breach, or if the information is sought by legal process. Notwithstanding, the Parties acknowledge that both entities are subject to the Freedom of Information Act.

#### **VI. LIABILITY**

Neither Party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MOU shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third Party.

#### **VII. NOTIFICATION**

All notices required under this MOU shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by overnight carrier, or registered or certified mail, return receipt requested.

##### **CCSO**

Cook County Sheriff's Office  
50 West Washington, Suite 704  
Chicago, Illinois 60602  
Attn: General Counsel

**Stickney PD**

Stickney Police Department  
Attn: Chief of Police  
6533 West Pershing Road  
Stickney, IL 60402

**VIII. GENERAL CONDITIONS**

- A. Compliance with Laws.** The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.
- B. Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue.** This MOU shall be governed by and construed in accordance with the laws of the State of Illinois and the ordinances of Cook County, without regard to the principles of conflicts of law thereof.
- D. Entire Agreement; Modification.** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This MOU may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this MOU may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. Severability.** If any term of this MOU or any application thereof is held invalid or unenforceable, the remainder of this MOU shall be construed as if such invalid part were never included herein, and this MOU shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Non-Exclusivity.** This MOU is not exclusive, and either party is free to enter into similar agreements with any third-party, unless otherwise stated in this MOU.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IT IS SO AGREED:**

**For CCSO:**

\_\_\_\_\_  
General Counsel  
Cook County Sheriff's Office

\_\_\_\_\_  
Date

**For Stickney PD:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**ORDINANCE NO. 2022 – 19**

**AN ORDINANCE GRANTING AND APPROVING CERTAIN VARIANCES RELATED TO THE OPERATION OF A FREIGHT TERMINAL AT 4400 RIDGELAND AVENUE**

**WHEREAS**, the Village of Stickney (the “Village”) is a home rule municipal corporation in accordance with Article VI, 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**, ISF Chicago LLC owns a portion of and leases a portion (from ComEd) of the property located at 4400 Ridgeland Avenue in the Village of Stickney (the “Subject Property”), which is used for the operation of a freighting and storage operation for the storage of shipping containers, including outdoor storage of such shipping containers (“Permitted Freight Terminal Use”); and

**WHEREAS**, a portion of the Permitted Freight Terminal Use is also located south of the Village limits in Forest View, Illinois and is improved with a permanent structure for the shelter or enclosure of persons, animals, property, or substance of any kind, which also contains an accessible bathroom in accordance with Section 22-705 of the Village of Stickney Municipal Code; and

**WHEREAS**, an application was filed by ISF Chicago LLC, requesting a variance from Article XIX, Sections 22-703 and 22-705 of the Village Code in order to exempt ISF Chicago LLC from adhering to the premises requirements regarding: (a) setbacks for the storage of shipping containers; (b) keeping equipment weighing over one (1) ton, or 2,000 pounds on lots made of constructed surfaces, such as paved, asphalt or concrete surfaces set forth in such Section, provided ISF Chicago LLC causes the implementation of dust mitigation measures and provides adequate screening (fencing and landscaping) for the residential neighborhoods to the north of the Subject Property and otherwise limits the hours of operation creating any material noise to the hours of 7:00 am – 8:00 pm. Monday - Friday, and as needed on Saturday and Sunday (but in any event within the foregoing hours); (c) extending the term of the outdoor storage license for such use; (d) limiting the licensing fees for the outdoor storage license; and (e) requiring a permanent structure with at least one accessible bathroom as defined by the Americans with Disabilities Act and any other applicable federal or state laws be located on the Subject Property; and

**WHEREAS**, the Village’s Plan Commission/Zoning Board of Appeals (the “ZBA”) held a public hearing on October 4, 2022, (the “Public Hearing”), pursuant to proper notice on the proposed Relief; and

**WHEREAS**, said Public Hearing was held in-person; and



**WHEREAS**, at said Public Hearing, testimony and comment was given by the Applicant, the Applicant's agents, Village staff, members of the public, and representatives and members of the ZBA; and

**WHEREAS**, no protest to the proposed Relief request was filed pursuant to Section 12.16 of the Zoning Ordinance, as provided in Appendix A of the Village of Stickney Code of Ordinances Titled, "The Village of Stickney Zoning Ordinance—1980, as amended (the "Zoning Ordinance"); and

**WHEREAS**, based on the testimony given at said Public Hearings, the ZBA made certain findings of fact and conclusions with respect to the Relief and made a recommendation to the Village Board that the Relief be approved subject to the conditions (the "Conditions") stated therein (collectively, the "Findings and Recommendation"); and

**WHEREAS**, a copy of the Findings and Recommendation is attached hereto as Exhibit A and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, the Corporate Authorities find (a) the particular physical surroundings, shape or topographical condition of the Subject Property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out; (b) the conditions upon which the Relief are based are unique to the Subject Property for which the variation is sought; and (c) the Relief will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood of the Subject Property for which the variation is sought; and

**WHEREAS**, the Corporate Authorities further find that the Relief will advance the orderly and economic development of the surrounding properties;

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Stickney, County of Cook, State of Illinois, in the exercise of its home rule powers as follows:

**Section 1. Recitals.** The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

**Section 2. Approval of the Variation.** The Village Board grants a variance to ISF Chicago, LLC (a) to revise the height and location limitations as set forth in Section 22-703 to permit one storage container (i.e. approximately 9 feet in height) within 100 feet of a residential zoning district, and thereafter (i.e. beyond 100 feet) with no limitation other than the maximum height limitation currently set forth in the ordinance (i.e. 50 feet), provided that ISF Chicago, LLC maintains a 10 foot fence (and landscaping) to address any major visibility concerns; (b) to exempt ISF Chicago LLC from adhering to the premises requirements regarding keeping equipment weighing over 1 ton, or 2,000 pounds on lots made of constructed surfaces, such as paved, asphalt or concrete surfaces set forth in Section 22-705, provided ISF Chicago LLC implements dust mitigation measures and provides adequate screening, including fencing and landscaping, for the residential neighborhoods to the north of the Subject Property; and (c) to permit the structure as required in Section 22-705 to be located on ISF Chicago's property located in Forest View, Illinois (provided that ISF Chicago LLC shall cause typical maintenance to any existing structures on the Subject Property).

**Section 3. License Term.** The Village further grants a variation to Sections 22-706 and 22-72 (a) to permit operators of otherwise permitted and licensed outdoor storage operations at the Subject Property to extend their license term from one (1) year to ten (10) years with license fees of \$20,000 to be paid to the Village annually, by January 31 of each year during such term; (b) to limit the increase of such license fees by not more than 5% per year thereafter (from January 31 2033 - January 31, 2038); (c) and to limit the annual license fee to not more than \$25,000 a year until January 31, 2038.

**Section 4. Variance Approval Runs with the Land.** The subject variances shall run with the land and shall otherwise be for the benefit of ISF Chicago LLC, any tenants, operators and future owners and grantees of the Subject Property provided that the use of the Subject Property does not change.

**Section 5. Use of Subject Property.** In the event the Village of Stickney adopts or approves an ordinance prohibiting the operation of a freighting and storage business or the storage of shipping containers, including outdoor storage of shipping containers, as permitted by this Ordinance, at the Subject Property, the operation at the Subject Property shall be considered a legal nonconforming use. The owner of the Subject Property shall comply with the requirements to register legal nonconforming uses set forth in Section 5.05 of Appendix A of the Village Code, provided that if the nonconforming use becomes vacant or unoccupied for a period of eighteen (18) months, then the Subject Property shall not be used except in conformity with the use regulations applicable in the subject zoning district or as otherwise permitted by the Village.

**Section 4. Savings Clause.** This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect. Such suits and rights shall continue in full force to the same extent and with like effect as if this Ordinance be taken, construed or held to avoid or impair any cause of action now existing under any ordinance of the Village, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

**Section 5. Superseder.** Other than as set forth in Section 3 above, all ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6. 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 7. Effective Date.** This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

**PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2022.**

---

**Jeff Walik, President**

**ATTESTED AND FILED in my  
office this \_\_ day of \_\_\_\_\_, 2022.**

---

**Audrey McAdams, Village Clerk**

**EXHIBIT A**

## **FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS/PLAN COMMISSION**

**RE: 4400 Ridgeland Avenue, Stickney, Illinois 60804 (the “Subject Property”)**

### **GRANT OF CERTAIN VARIANCES**

On October 4, 2022, the Village of Stickney (the “Village”) Zoning Board of Appeals/Plan Commission (the “ZBA”) recommended granting certain variances and other relief, which are detailed below and collectively referred to as the “Relief”, related to the existing use of the Subject Property as a freighting and storage operation for the storage of shipping containers, including outdoor storage of such shipping containers in the Village’s Light Industrial District zoning district, based on the following:

1. ISF Chicago LLC, (the “Applicant”), represented by Thompson Coburn LLP, submitted an application to the ZBA requesting the following Relief from Article XIX, Sections 22-703, 22-705, 22-706, and 22-72 of the Village Code in order to exempt the Applicant from adhering to the premises requirements regarding:
  - a. Setbacks for the storage of shipping containers;
  - b. Keeping equipment weighing over one (1) ton, or 2,000 pounds on lots made of constructed surfaces, such as paved, asphalt or concrete surfaces set forth in such Section 22-705, provided ISF Chicago LLC causes the implementation of dust mitigation measures and provides adequate screening (fencing and landscaping) for the residential neighborhoods to the north of the Subject Property and otherwise limits the hours of operation creating any material noise to the hours of 7:00 am – 8:00 pm. Monday - Friday, and as needed on Saturday and Sunday (but in any event within the foregoing hours);
  - c. Extending the term of the outdoor storage license for such use;
  - d. Limiting increase of the maximum licensing fees set forth in Section 22-706 and extending the term of the license for the outdoor storage license; and
  - e. Requiring a permanent structure with at least one accessible bathroom as defined by the Americans with Disabilities Act and any other applicable federal or state laws be located on the Subject Property; and
2. Article XIX, Section 22-703 of the Village Code provides, in relevant part, that “no such materials shall exceed the height of 12 feet in any area that is located within 600 feet of a residential zoning district and further, no such materials shall exceed a height of eight feet in any area that is located within 300 feet of a residential zoning district.”; and



3. Article XIX, Section 22-705 provides, in relevant part, that any premises over 1,000 square feet must maintain a permanent structure on-site which shall have Americans with Disabilities Act accessible restroom facilities; and that all materials or equipment weighing over one ton or 2,000 pounds shall be kept on ground or lots made of a constructed surface, including paved, asphalt, concrete surfaces, and other hard impermeable surfaces; and
4. Section 22-706 sets the permit fee for an outdoor storage facility at \$500.00 per year, plus \$0.04 for each square foot of land licensed for outdoor storage in excess of 10,000 square feet, with a cap for the license fee at \$20,000.00; and
5. Section 22-708 allows for the Applicant to seek a variance from the requirements of Article XIX; and
6. Section 22-72 provides that business licenses shall be renewed annually; and
7. In accordance with the Illinois Compiled Statutes and the Village's Zoning Ordinance, as amended, notice of the hearing regarding the Applicant's requested Relief (the "Hearing") was published in one or more newspapers published in the Village, including notice published on September 15, 2022 in the Suburban Life newspaper, and taxpayer notice was sent by the Applicant; and
8. The hearing was held on October 4, 2022 (the "October 4<sup>th</sup> Hearing"); and
9. At the Hearing, the Applicant provided credible evidence showing that:
  - (a) The Applicant's tenant, ConGlobal, operates a shipping container storage facility at the Subject Property; and
  - (b) The Applicant presented certain plans (the "Plans") to improve the Subject Property, which were marked as Exhibit C and made a part of the record; and
  - (c) Said Plans included, among other things (i) replacing the existing fence along the entire north end of the Subject Property and along certain portions of the east end of the Subject Property as depicted in the Plans with a vinyl cream colored fence as a dust mitigation measure and for visual looks; (ii) as an additional dust mitigation measure, the Applicant intends to plant numerous non-deciduous or evergreen trees; and
  - (d) The Applicant is requesting to store trailers up to one trailer, no more than nine (9) feet high, no more than one hundred (100) feet of a residential zoning district; and
  - (e) The Plans show that the improvements will make the sightline more pleasing as it will obscure the trailers, including those stored between one

hundred (100) feet and three hundred (300) feet of a residential property district while viewing from the sidewalk; and

- (f) The Applicant also has adequate ADA accessible facilities located in the adjoining property in Forest View; and
- 10. The Applicant further testified regarding the Relief requested, which include: (a) to revise the height and location limitations as set forth in Section 22-703 to permit one storage container (i.e. approximately 9 feet in height) within 100 feet of a residential zoning district, and thereafter (i.e. beyond 100 feet) with no limitation other than the maximum height limitation currently set forth in the ordinance (i.e. 50 feet), provided that ISF Chicago, LLC maintains a 10 foot fence (and landscaping) to address any major visibility concerns; (b) to exempt ISF Chicago LLC from adhering to the premises requirements regarding keeping equipment weighing over 1 ton, or 2,000 pounds on lots made of constructed surfaces, such as paved, asphalt or concrete surfaces set forth in Section 22-705, provided ISF Chicago LLC implements dust mitigation measures and provides adequate screening, including fencing and landscaping, for the residential neighborhoods to the north of the Subject Property; and (c) to permit the structure as required in Section 22-705 to be located on ISF Chicago's property located in Forest View, Illinois (provided that ISF Chicago LLC shall cause typical maintenance to any existing structures on the Subject Property); and
- 11. The Applicant further testified as part of the Relief, they are also seeking a variation to Section 22-706 and 22-72 (a) to permit operators of otherwise permitted and licensed outdoor storage operations at the Subject Property to extend their license term from one (1) year to ten (10) years with license fees of \$20,000 to be paid to the Village annually, by January 31 of each year during such term; (b) to limit the increase of such license fees by not more than 5% per year thereafter (from January 31 2033 - January 31, 2038); and (c) and to limit the annual license fee to not more than \$25,000 a year until January 31, 2038; and
- 12. Members of the public and the Village's staff voiced no objections to the Plans for improvement of the Subject Property; and
- 13. The ZBA members discussed the Applicant's application at great length. The ZBA ultimately voted to approve the Relief on the conditions that: (a) the Applicant substantially complies with the Plans and the application, and consistent with their testimony at the hearing; and (b) the Applicant shall regularly maintain the fencing and landscaping (the "Conditions"); and
- 14. Further, the ZBA finds that: (a) the particular physical surroundings, shape or topographical condition of the Subject Property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out; (b) the conditions upon which the Relief are based are unique to the Subject Property for which the variation is

sought; and (c) the Relief will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood of the Subject Property for which the variation is sought; and

15. Further, the ZBA finds that granting the Relief, subject to the Conditions stated above, will not be detrimental to or endanger the public health, safety, or general welfare; will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; that the granting of the Relief will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; and that the Proposed Use conforms in other respects to the applicable regulations of the Zoning Ordinance, Article XIX, and other applicable regulations of the Village;

### **CONCLUSION; CONDITIONS**

The Applicant provided evidence that the requested Relief would comply with the requirements set forth in the Article XIX, and other applicable regulations. Testimony at the public hearing on the proposed Zoning Relief demonstrated that the proposed Zoning Relief will not be contrary to the public interest and that due to conditions peculiar to the Subject Property, a literal enforcement of the Village Code would result in unnecessary hardship. Based on the foregoing, the ZBA recommends granting the Relief, as presented, subject to the Conditions stated herein.

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Chairman of the Zoning Board of Appeals for the Village of Stickney

**RESOLUTION NO. 18 -2022**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PROPOSAL FROM AIR COMFORT FOR THE PURCHASE OF AN HVAC SYSTEM FOR THE VILLAGE OF STICKNEY**

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

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to the efficient and effective operation of Village owned properties for the benefit of Village employees and residents; and

**WHEREAS**, the Fire Department (the "Department") is responsible for protecting the life, health and safety of Village residents and preserving property; and

**WHEREAS**, the Fire Chief has determined that the Department requires the purchase of a new heating, ventilation and air conditioning system ("HVAC") for the Fire Station (the "Equipment"), as the existing system was twenty years old and is no longer repairable; and

**WHEREAS**, the Fire Department solicited multiple proposals for the purchase of the Equipment as set forth in a memorandum provided by the Fire Chief, attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, Air Comfort ("Air Comfort") has provided the Corporate Authorities with a certain proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Exhibit B, which sets forth the terms, covenants and conditions under which Air Comfort will provide the Equipment, as recommended by the Fire Chief; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to authorize and approve a proposal with terms substantially the same as the Proposal; 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 authorize and approve the Proposal whereby Air Comfort will provide the Equipment to the Village and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Proposal and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Village Board hereby authorizes and directs the President or his designee to authorize and approve the Proposal in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute the applicable Proposal, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any 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.

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeff Walik, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
Audrey McAdams, Village Clerk

## EXHIBIT A



# STICKNEY FIRE DEPARTMENT

6433 West 43rd Street  
Stickney, Illinois 60402  
(708) 795-6333 — (708) 749-4400  
Fax (708) 795-1381



Jeffrey Boyajian, Fire Chief

Jeffrey Walik, Mayor

---

Date: October 11, 2022

To: Mayor Jeff Walik

Board of Trustees

Subject: Fire Department Air Conditioning

I would like to recommend that we replace the existing HVAC unit that covers the day room and kitchen area of the Fire Department. The existing unit is 20 years old and has been repaired three times this past summer, and the fourth time it did not work we called for service, it could not be repaired. I then called three (3) different vendors to come out and give us a quote on the replacement of this unit.

After reviewing the three proposals, it is my recommendation to award this work to the Air Comfort of Broadview, Illinois. Air Comfort provided the lowest comparable bid and is currently who maintains all the Villages HVAC equipment.

EMCOR Services-\$30,700

The Heat Engineering Company-\$33,000

Air Comfort-\$29,975

I have attached the three proposals to this email.

Respectfully Submitted,

Jeffrey Boyajian

Fire Chief



## EXHIBIT B



**AIR COMFORT**  
Providing the Right Climate for Business Since 1935

July 20, 2022

Sam Alonzo Jr  
Foreman of Public Works  
Village Of Stickney  
6533 W. Pershing Rd.  
Stickney, IL 60402

**Subject: Fire House; Reznor Split System Replacement**

Dear Sam,

Air Comfort is pleased to present our proposal to perform the Reznor split system replacement as described below.

- Recover refrigerant from system and dispose of per EPA regulations.
- Disconnect, demo, and remove existing condensing unit, furnace and evaporator coil.
- Flush line-set and prep for reuse.
- Furnish and install one new Reznor furnace and evaporator coil including one Carrier condensing unit all matching existing specifications.
- Furnish any required sheetmetal return/supply transitions.
- Reconnect existing line-set, electrical wiring, flue and condensate piping and natural gas piping.
- Furnish and install one new Honeywell digital programmable thermostat.
- Pull vacuum on refrigeration circuit per manufacturer specifications.
- Perform cooling start-up charging with new R-410A refrigerant and verifying proper operations.
- Perform heating start-up, adjusting gas pressure and verifying proper operations.
- One-year warranty covering all materials furnished and installed by Air Comfort.

The above work will be performed for the net sum of Twenty-Nine Thousand Nine Hundred Seventy-Five (\$29,975.00) Dollars.

Not included in this proposal:

- Taxes.
- City permits or inspection fees.
- Any repairs not listed above.

Please note that the above price assumes that all job-site activity can be performed during the normal five-day, forty-hour working week and does not include any overtime labor.

Thank you for considering Air Comfort for your most valued work.

Sincerely,  
AIR COMFORT

*Scott M. Leitner*

Sales Engineer

o: 708.345.1900  
f: 708.345.2730  
2550 Braga Drive  
Broadview, IL 60155  
aircomfort.com

**RESOLUTION NO. 19 -2022**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PROPOSAL FROM STANLEY CONVERGENT SECURITY SOLUTIONS, INC. FOR THE PURCHASE OF AN ACCESS CONTROL SYSTEM FOR THE VILLAGE OF STICKNEY**

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

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to the efficient and effective operation of Village owned properties for the benefit of Village employees and residents; and

**WHEREAS**, both Village Hall and the Police Department require access control systems (the "Systems") in order to secure the facilities for the safety of Village employees and residents; and

**WHEREAS**, the access control system at Village Hall is outdated and no longer repairable; and

**WHEREAS**, the Police Chief (the "Chief") solicited multiple proposals for the Systems, and recommends that the Systems be replaced simultaneously for efficiency and the seamless integration of the Systems, as set forth in a memorandum, attached hereto and incorporated herein as Group Exhibit A; and

**WHEREAS**, Stanley Convergent Security Solutions, Inc. ("Stanley") has provided the Corporate Authorities with a certain proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Group Exhibit A, which sets forth the terms, covenants and conditions under which Stanley will provide the Systems, related equipment, and services; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to authorize and approve a proposal with terms substantially the same as the Proposal; 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 authorize and approve the Proposal whereby Stanley will provide the Systems to the Village and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Proposal and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Village Board hereby authorizes and directs the President or his designee to authorize and approve the Proposal in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute the applicable Proposal, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any 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.

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2022.

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

## GROUP EXHIBIT A

# *Stickney Police Department*



**JAMES T. SASSETTI**  
Chief of Police

6533 West Pershing Road  
Stickney, Illinois 60402  
Phone (708) 788-2131  
Fax (708) 749-2742



**JEFF WALIK**  
Mayor

October 12, 2022

Re: Access Control System Proposal

Honorable Mayor Walik and Board of Trustees,

Recently, the Village Hall access control system failed. We contacted our current service representative and the current system is at end of life so therefore it was unable to be repaired. Due to not having an access control system in place, we solicited proposals from four (4) contractors. All four (4) contractors returned proposals to replace the access control system on both the Village Hall side and the Police Department side.

Upon review of the four (4) proposals, we are recommending that the Board consider approving the proposal submitted by Stanley Convergent Security Solutions, Inc. (Securitas Technology) for \$19,495.00 and \$250.00 per month service charge which includes full parts replacement and labor. This proposal includes Bosch hardware and allows for potential future integration with our current facilities surveillance cameras. Thank you in advance for your consideration with this request and please do not hesitate to contact me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James T. Sassetti".

**James T. Sassetti**  
Chief of Police

# Schedule of Service and Protection

## (Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND STICKNEY POLICE DEPARTMENT ("CUSTOMER") AGREE AS OF THE EFFECTIVE DATE, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT THE SITE(S) SET FORTH BELOW IN THE SITE LIST. THE "EFFECTIVE DATE" SHALL BE THE DATE ON WHICH THIS SCHEDULE OF SERVICE AND PROTECTION HAS BEEN SIGNED BY ALL PARTIES. IF SIGNED ON DIFFERENT DATES, THE EFFECTIVE DATE SHALL BE THE DATE THE LAST PARTY SIGNED. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT [HTTPS://WWW.STANLEYSECURITY.COM/LEGAL](https://www.stanleysecurity.com/legal). THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN THIRTY (30) DAYS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

**Solution:** Stickney Police Department

**Quote:** Q-321995

**Quote Date:** October 11, 2022

**Prepared By:** Christopher Schindler / Core Security Consultant/Customer Service

**Investment Type:** Direct Sale

### System Information

**System Type:** Access

**Primary System:**

**Secondary Systems:**

### Site List

Site	Site Street	Site City	Site State/Province	Site Zip/Postal Code
Stickney Police Department	6533 West Pershing Road	Stickney	IL	60402

### Customer to Provide

**120 vac Power Outlets, Access to Device Locations, All Patching & Painting, Any Add'l Devices Req'd by Local AHJ, Aux'r'y relays for Fire / sup'ory Devices, Network Connectivity, Payments for Permits & Fees, Payments for Plan Submittals,**

### Equipment

Quantity	Part Number	Description
3.00	APC-AMC2-4R4CF	Bosch APC-AMC2-4R4CF Controller
3.00	APSPSU60	AMC POWER SUPPLY UNIT
18.00	ARD-AYBS6260	BOSCH PROXIMITY CARD READER
1.00	ARD-AYBS6360	BOSCH PROXIMITY CARD READER WITH KEYPAD
3.00	ACT-MFCTRF-SA1	BOSCH KEY FOBBS
1.00	AECAMC2UL2	AMC ENCLOSURE WITH 2 DIN RAILS
1.00	AECAMC2UL01	AMC ENCLOSURE W/ 1 DIN RAIL
1.00	AMSBASEPLUS40	SYSTEM 4.0 PLUS LICENSE

### Existing Equipment

Quantity	Asset Name	Asset Description

### Services

Selected or Quantity	Service Name	Service Description
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STANLEY Convergent Security Solutions, Inc. License Information (as of 10-18-2021): AK 1003300; 104891; AL 888, 1276, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CMPT.0001913, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LC05911; ACO8055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC 0184651-LS; DE 04-158; FAL-0001; FL F20001345; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103423; 3601207680; MN T5001238; MS 19207-SC; 15074172; MT FPL-BEL-000132; NC 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; ND 35091 Class C Contractor - contract limit not to exceed \$300,000 NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic # 348X00022000; NA 374554; NV F401 E350; 0071024; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 959; OR 161567; PA 032796; RI 9448A SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; 2026 CE-D 65528; TX ACR2639; ECR3821; B02140; UT 5704088-6501; VA 2705087235A, 11-5481; WA STANLCS925M2; WV 045298; WI 969322; WY LV-G-23879



**Services**

1.00	ACCESS STANDARD SERVICE PLAN	ACCESS CONTROL STANDARD SERVICE PLAN (MONDAY - FRIDAY, 8AM - 4PM)STANLEY STANDARD SERVICE PLAN COVERS LABOR AND EQUIPMENT COSTS DURINGNORMAL BUSINESS HOURS. THE SERVICE PLAN CAN COVER ALL TYPES OFFPROTECTION SYSTEMS INCLUDING INTRUSION ALARMS, FIRE ALARMS, CAMERASYSTEMS AND ACCESS CONTROL SYSTEMS. THIS PLAN COVERS NORMAL WEAR ANDTEAR, REPAIR OR REPLACEMENT. REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGEDBY THE CUSTOMER, ACTS OF GOD OR VANDALISM IS NOT COVERED. SERVICE LABORRATES FOR AFTER HOURS WORK ARE NOT INCLUDED AND ARE BASED ON CURRENTSTANLEY SERVICE LABOR RATE SCHEDULE. INCLUDES ACCESS TO THE STANLEY TAC(24X7).
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**Equipment Notes**

**Theory of Operation**

Stanley will upgrade your existing Bosch Ready Key System. We will install new enclosures and install 3 new Bosch 8- door controllers and power supplies. Stanley will use the existing wiring and install 18- new Bosch proximity card readers and 1- card reader with PIN pad on the evidence room door. This price includes Bosch Plus software license for 32- doors, 25 control panels and 1 client. Client meaning there is only one computer where the changes are being made. This price also includes 150 new Bosch key fobs.

This Scope of Work (SOW) and the attached Bill of Materials (BOM) constitutes the entire design of the project including options & alternates presented and discussed. Any additional labor, equipment or resources required outside of this SOW & BOM will result in a CHANGE ORDER requiring authorization prior to starting any additional work.

## (Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

**\*\*Please check with your consultant for additional service options.**



## STANLEY Convergent Security Solutions, Inc.

### Investment Type: Direct Sale

### Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: New  
Warranty Duration: 90 DAYS  
Escalation Information: 3% after 12 Months

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

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

\*Prices do not include taxes. Installation Price and Monthly Service Charges listed are per site \*

**PO required by customer:**  
**Tax-Exempt: No**

**Total Installation Price\*:** \$19,495.00USD  
**Up-front Deposit\*:** \$0.00  
**Payment Plan\*:**  
**Balance Due Upon Completion\*:** \$19,495.00

**Monthly Service Charges**  
**Total Monthly Fee\*:** \$250.00USD  
**Payment Frequency:** Quarterly

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

CUSTOMER: STICKNEY POLICE DEPARTMENT

Signature

Printed Name

Date

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

Signature

Printed Name

Title

Date

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
<b>Street Address:</b>	6533 West Pershing Road	6533 West Pershing Road	6533 West Pershing Road
<b>City</b>	Stickney	Stickney	Stickney
<b>State/Province</b>	IL	IL	IL
<b>Country</b>	United States	United States	United States
<b>Zip/Postal Code</b>	60402	60402	60402
<b>Attention</b>			
<b>Billing Contact</b>			
<b>Billing Phone</b>	(708) 749-2742	(708) 749-2742	(708) 749-2742
<b>Billing ID</b>			
<b>Special Handling Required</b>	N	N	N
<b>Notes for Special Handling</b>			
<b>PO #</b>			

## Installation and Service Agreement

No. Q-321995

This Agreement is made and entered into this 11th day of October 2022 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, IN 46037, hereinafter referred to as "SCSS" and Stickney Police Department, hereinafter referred to as "Customer".

### 1. System and Service

☒ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

The System will be installed at the premises of the Customer set forth in the Site List on the attached Schedule.

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

### 2. Term, Renewal and Expiration

A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least 30 days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

### 3. Payment and Scope (prices do not include any applicable state and local sales or use tax):

#### A. Payment – Customer agrees to pay SCSS:

- i. \$19,495.00 for the price of a Sold System and the installation of the System.
  - a. \$0.00 upon signing of this Agreement.
  - b. Progress payments as follows:
  - c. \$19,495.00 upon completion of the installation
- ii. \$250.00 for services per month, as described in the Schedule of Service and Protection, payable Quarterly, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.
- iii. SCSS may at any time following the expiration of 12 Months of this Agreement or the relevant Schedule, increase the monthly charge specified in this Agreement or in the relevant Schedule, once a year, for the balance of the term and any renewal thereof. If SCSS increases the basic monthly charge in any year by an amount greater than 3% percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.
- iv. SCSS reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to monthly fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI, provided that in no event shall any such adjustment exceed five percent (5%) of the then-current prices.

#### B. Services

- i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

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

A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO \$500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCSS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

**F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]**

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 DAYS from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

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

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

**5. Miscellaneous Charges and Increase in Charges**

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 1/4% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge \$25.00 for any NSF check or the maximum permitted by law.

#### 6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).



K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

#### 7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

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

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

#### 8. Title to the SCSS System; Proprietary Protection

A. SCSS System shall at all times remain solely the property of SCSS, or its assignee and Customer agrees not to permit the attachment thereto of any equipment not furnished by SCSS. It is further understood and agreed that SCSS may remove or abandon all or any part of the SCSS System, including all wiring installed by SCSS, upon termination of the Agreement by lapse of time, default of any



monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises, provided that such removal or abandonment shall not be held to constitute a waiver of the right of SCSS, or its assignee, to collect any charges which have accrued hereunder. Customer shall keep all SCSS owned equipment at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Customer shall give SCSS immediate notice of any such attachment or other judicial process affecting any of the equipment. Without SCSS's written permission, Customer shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the new equipment) without SCSS's prior written consent, then all of the new equipment shall become equipment owned by SCSS subject to this Agreement and the applicable Schedule.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and International copyright laws and International treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

## 9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

- i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or
- ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
- iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

- i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or
- ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

## 10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

## 11. Insurance and Waiver of Subrogation

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

## 12. Severability and Savings

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

## 13. Trial by Jury

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

**14. Choice of Law**

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

**15. Entire Agreement**

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

**IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA**

SCSS is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. SCSS shall provide Customer a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Contractor shall thoroughly instruct Customer in the proper use of the alarm system. SCSS reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, SCSS must provide notice to Customer and record the lien and/or payment bonds (if applicable) in accordance with California law. Customer has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): N/A

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

CUSTOMER: STICKNEY POLICE DEPARTMENT

Signature

Signature

Printed Name

Printed Name

Date

Title

Date

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

**Account Payment Settings:**

**PO Required by customer:**

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
<b>Street Address:</b>	6533 West Pershing Road	6533 West Pershing Road	6533 West Pershing Road
<b>City</b>	Stickney	Stickney	Stickney
<b>State/Province</b>	IL	IL	IL
<b>Country</b>	United States	United States	United States
<b>Zip/Postal Code</b>	60402	60402	60402
<b>Attention</b>			
<b>Billing Contact</b>			
<b>Billing Phone</b>	(708) 749-2742	(708) 749-2742	(708) 749-2742
<b>Billing ID</b>			
<b>Special Handling Required</b>	N	N	N
<b>Notes for Special Handling</b>			
<b>PO #</b>			