

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
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Jeff Walk
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, August 6, 2024

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Possible motion and final action to permit member (s) to attend by electronic participation
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Pass and Approve Ordinance 2024-13, "An Ordinance Amending Chapter 14, Section 14-120 of the Municipal Code, Village of Stickney, Illinois Regarding Stop Streets"
8. Pass and Approve Ordinance 2024-14, "An Ordinance Authorizing and Approving a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council for the Village of Stickney"
9. Approve Resolution 10-2024, "A Resolution Authorizing and Approving an Agreement with Ntive, Inc. for Information Technology Services for the Village of Stickney"
10. Grant Permission to Have a Block Party on Lorraine Terrace August 24, 2024
11. Ratify correction of Block Party on September 24, 2024 to August 24, 2024 on 3900 Block of Scoville
12. Report from the Mayor
13. Report from the Clerk
14. Trustee Reports/Committee Reports
15. Reports from Department Heads
16. Public Comments
17. Adjournment

Posted August 2, 2024

July 16, 2024

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, July 16, 2024, at 7:09 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Savopoulos moved, duly seconded by Trustee Milenkovic, to approve the minutes of the Budget and Appropriation board meeting held on Tuesday, July 2, 2024.

**Upon the roll call, the following Trustee voted:
Ayes: Trustees Savopoulos, Milenkovic, Torres and Hrejsa
Absent: Trustees Kapolnek and White
Mayor Walik declared the motion carried.**

Trustee Hrejsa moved, duly seconded by Trustee Torres, to approve the minutes of the regular board meeting held on Tuesday, July 2, 2024.

**Upon the roll call, the following Trustee voted:
Ayes: Trustees Savopoulos, Milenkovic, Torres and Hrejsa
Absent: Trustees Kapolnek and White
Mayor Walik declared the motion carried.**

Prior to the vote, Village Attorney Jessica Fese explained the Village Engineer Timothy Geary has recommended that the low bid should be accepted. It is from Lindahl Brothers, Inc. submitting a bid in the amount of \$436,348.35, which is \$37,728.30 below the Engineer's Estimate of \$474,076.65. Their bid submittal also met the required DCEO Business Enterprise Plan and the Illinois Works Program Jobs Act Apprenticeship goals.

Trustee Savopoulos 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 Trustee voted:
Ayes: Trustees Savopoulos, Milenkovic, Torres and Hrejsa
Absent: Trustees Kapolnek and White
Mayor Walik declared the motion carried.**

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos, to grant permission to have a Block Party on the 4200 Block of Gunderson Avenue on September 2, 2024.

Upon the roll call, the following Trustee voted:

Ayes: Trustees Savopoulos, Milenkovic, Torres and Hrejsa

Absent: Trustee Kapolnek and White

Mayor Walik declared the motion carried.

Trustee Torres moved, duly seconded by Trustee Hrejsa to grant permission to have a Block Party on the 3900 block of Scoville Avenue on September 24, 2024. (Note that this date is incorrect. It should be August 24, per the clerk)

Upon the roll call, the following Trustee voted:

Ayes: Trustees Savopoulos, Milenkovic, Torres and Hrejsa

Absent: Trustees Kapolnek and White

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The mayor reminded us of Music in the Park tomorrow. There will be a mini car show. He mentioned that Trustees Hrejsa and Torres are working on the Family Day plans. He listed the events and components. He thanked the people who were at the bid opening for Oak Park Avenue. Grant is funding it. No Village money and came in under bid. It will be surfaces, curbs and sidewalks. I am extremely excited and proud.

The following proclamation was read:

Proclamation to Michael Del Galdo and the Del Galdo Law Group

(They have been our attorneys since 2015. They just celebrated their 25th Anniversary. We are proud and excited for them. We did place something in the paper recognizing them.)

WHEREAS: The Del Galdo Law Group celebrated their 25th Anniversary in June 2024. Michael Del Galdo has been with the Village of Stickney as a Municipal Attorney since 2015 through present. Michael Del Galdo Law Group has worked in a professional manner and has helped our Village to be one of the best. Michael and his team have assisted the Village with laws, ordinance creations, labor laws, employment, economic development, and counseling. We would also like to inform people that Mike is a "Super Lawyer" for ten-years straight. One of Michael's greatest accomplishments is to have a sandwich named after him at Stickney's Alexander's Restaurant. It is called MickyD. We also want to thank Mike for his generous donations to the Police Association, the Fire Association, our schools, our children's coat drive and our Support our Troops efforts within this Village. The mayor then thanked him personally for what he has done for himself as the mayor, the Village, and the Trustees. Mike is a great man, a great father, and a great friend. On behalf of myself, the Village officials here and the residents of the Village of Stickney, we would like to thank you for your 25 years of service to this community.

Therefore, I, Mayor Jeff Walik, proclaim July 16, 2024, as Michael Del Galdo Day in the Village of Stickney.

CLERK'S REPORT: On June 27th we had a Zoning Board meeting scheduled. It was concerning 4433 Harlem Avenue. They want to install a second-floor residential unit. This Zoning hearing was postponed for approximately three months. She then explained to the government students in attendance that this property is zoned commercial. This is a change in that zoning. They are asking for a variance in that

zoning. Therefore, the Zoning Board must approve it. She mentioned that there are two Zoning Board members in the audience today. They will make a recommendation and then it will go before the Village Board and then they must approve it. It is all about checks and balances. People just cannot get away with doing anything.

TRUSTEE REPORTS:

Trustee Hrejsa: He noted that in traveling through Berwyn and Cicero they experienced significant storm damage to their trees. Stickney looks good.

Trustee Torres: When the sirens went off for the storm she went in the basement. My house was perfect this morning.

Trustee Milenkovic: The mayor thanked him for his help with the proclamation.

Trustee Savopoulos: We were informed that Andreas and Sons started taking out the sidewalks on Monday. They were framing them today. Dependent on the weather, they plan to pour on Thursday. This is the earliest we have ever been in replacing the sidewalks. There were 126 squares replaced.

DEPARTMENT REPORTS:

Deputy Fire Chief Omar Silvera: The National Weather Service activated the sirens at 9:28 p.m. last night. There were no calls for MS or Resue assistance. There was damage in Riverside and Summit.

Police Chief Jim Sasseti: He gave a holiday summary. Over the July 3rd and July 4th, we received or initiated twenty-two calls regarding fireworks. As a result of those twenty-two calls, we issued three tickets. We were much quieter than surrounding communities. By 11:00 p.m. each night it was over. In addition, he reminded everyone that the Police Department will be having their open house on August 3, 2024, from 11:00 a.m. to 2:00 p.m. He encouraged the residents to come out and see all the good that is being done. The mayor mentioned to the Trustees that the Police Chief works on July 4th at night with his officers and one of the Deputy Chief's works on July 3rd.

Public Works Director Joe Lopez: We received calls from people complaining about sewers. We had storms on Saturday 3.5 inches, Sunday 3.95 inches, and Monday 3.5 inches. This is a total of 10.5 inches of rain. He said that one inch of rain equals ten inches of snow. We have a combined sewer system in the Village. The water drains from the houses combine with the rainwater produced. The sewers cannot hold all this water, it will back up. It looks for the least residence and finds a place to back up. If it is in your basement, that is where it is going to go. You need to find a way to stop that. A check valve is the safest and overhead sewers is the other best way to do it. He loves the weather. He watches the Weather Channel all the time.

There being no further business, Trustee Savopoulos moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:33 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this ____ of ____, 2024

Jeff Walik, President

Village of Stickney
Warrant Number 24-25-07

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
August 6, 2024

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		142,690.90
02 WATER FUND		16,425.15
03 MOTOR FUEL TAX FUND		21,840.60
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>180,956.65</u>
General Fund Payroll	7/30/2024	245,326.82
Water Fund Payroll	7/30/2024	<u>21,729.33</u>
	Subtotal:	<u>267,056.15</u>
Total to be Approved by Village Council		<u>448,012.80</u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 7/12/2024 Through 8/1/2024

Check Number	Vendor Name	Effective Date	Check Amount
508852	Air Comfort	7/15/2024	2,098.00
508854	AMICUS GOVERNMENT STRATEGIES	7/15/2024	12,000.00
508855	ANDERSON PEST SOLUTIONS	7/15/2024	57.35
508856	Anthony T. Bertucca	7/15/2024	900.00
508857	Bell Fuels, Inc.	7/15/2024	8,961.57
508858	Berwyn ACE Hardware	7/15/2024	82.99
508859	CPURX, Inc.	7/15/2024	37.98
508861	Green Valley Landscaping Co.	7/15/2024	2,520.00
508862	Horizon 8219 LLC	7/15/2024	800.00
508865	Menards - Hodgkins	7/15/2024	153.94
508866	NAPA AUTO PARTS	7/15/2024	119.85
508867	Quadient Finance USA, Inc.	7/15/2024	500.00
508868	O'Reilly First Call	7/15/2024	522.83
508869	Partners and Paws Veterinary Services	7/15/2024	444.48
508870	Reliable Fire & Security	7/15/2024	2,083.91
508871	Richard W. Hammesfahr	7/15/2024	500.00
508872	R & L LANDSCAPING SERVICE INC	7/15/2024	1,800.00
508873	SealMaster	7/15/2024	1,911.62
508874	Southwest Community Publishing	7/15/2024	1,813.96
508875	S & S Industrial Supply	7/15/2024	833.25
508877	STAPLES BUSINESS CREDIT	7/15/2024	1,433.83
508878	The Eagle Uniform Co.	7/15/2024	160.00
508879	Tony Polumbo	7/15/2024	400.00
508881	WASTE MANAGEMENT	7/15/2024	33,886.98
508882	Yuritz RC Landscaping Inc	7/15/2024	2,160.00
508883	Airgas USA LLC	7/22/2024	934.41
508884	ANDERSON PEST SOLUTIONS	7/22/2024	57.40
508885	Berwyn ACE Hardware	7/22/2024	143.93
508886	BOUND TREE MEDICAL LLC	7/22/2024	608.48
508887	Cintas Corporation - #21	7/22/2024	249.39
508888	Citizens Bank	7/22/2024	2,282.38
508889	Eckert Enterprises, Inc.	7/22/2024	3,305.50
508890	ESN INC.	7/22/2024	1,990.00
508891	Intergovernmental Risk Management ...	7/22/2024	1,517.21
508892	Jack's Inc.	7/22/2024	115.74
508893	JK Electon Inc.	7/22/2024	550.00
508894	Johnson Controls Security Solutions	7/22/2024	1,911.34
508895	Lenny's Gas N Wash Cicero and Pershi...	7/22/2024	646.20
508896	Menards - Hodgkins	7/22/2024	271.93
508898	Municipal Web Services	7/22/2024	270.00
508901	Southwest Community Publishing	7/22/2024	540.00
508903	Aero Removals	7/28/2024	425.00
508904	Air Comfort	7/28/2024	562.50
508905	ANDERSON PEST SOLUTIONS	7/28/2024	77.95
508906	Artistic Engraving	7/28/2024	601.25
508907	B and B Maintenance, Inc	7/28/2024	4,360.00
508908	Bell Fuels, Inc.	7/28/2024	4,408.22
508909	Bluders Tree Service & Landscaping	7/28/2024	4,750.00
508910	Canon Financial Services, Inc.	7/28/2024	2,881.09
508911	COMPUTER INFORMATION SYSTEMS	7/28/2024	2,000.00
508912	Costco - Citicard	7/28/2024	398.23
508913	CPURX, Inc.	7/28/2024	8,048.46
508914	Eckert Enterprises, Inc.	7/28/2024	11,884.00
508915	FRANK MAMOLELLA	7/28/2024	40.00
508916	FRONTLINE PUBLIC SAFETY SOLUTIO...	7/28/2024	787.50

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 7/12/2024 Through 8/1/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508917	Infinity Signs	7/28/2024	2,247.78
508918	Jack's Inc.	7/28/2024	387.26
508919	Johnson Controls Security Solutions	7/28/2024	2,055.61
508920	Konica Minolta Business Solutions U.S....	7/28/2024	140.17
508921	Menards - Hodgkins	7/28/2024	206.40
508922	Minuteman Security & Life Safety	7/28/2024	1,150.00
508923	Mitchell Wido Investigative Consulting ...	7/28/2024	400.00
508924	Partners and Paws Veterinary Services	7/28/2024	39.14
508927	The Eagle Uniform Co.	7/28/2024	202.50
508928	THOMSON REUTERS-WEST	7/28/2024	376.99
508929	VERIZON	7/28/2024	2,499.40
508930	Widaman Sign	7/28/2024	185.00
	Total 01 - General Fund		142,690.90

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 02 - Water Fund
 From 7/12/2024 Through 8/1/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508853	ALEXANDER CHEMICAL CORPORATION	7/15/2024	1,712.43
508857	Bell Fuels, Inc.	7/15/2024	4,480.76
508860	Ferguson Waterworks	7/15/2024	1,574.00
508863	Illinois EPA	7/15/2024	1,000.00
508894	Johnson Controls Security Solutions	7/22/2024	410.95
508897	Metropolitan Industries, Inc	7/22/2024	100.00
508899	NICOR GAS	7/22/2024	192.85
508902	Standard Equipment Company	7/22/2024	2,360.89
508904	Air Comfort	7/28/2024	1,617.21
508908	Bell Fuels, Inc.	7/28/2024	2,204.10
508919	Johnson Controls Security Solutions	7/28/2024	221.90
508925	POMP'S TIRE SERVICE, INC.	7/28/2024	517.02
508926	Standard Equipment Company	7/28/2024	33.04
	Total 02 - Water Fund		16,425.15

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 7/12/2024 Through 8/1/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508864	M&J Asphalt Paving Co.	7/15/2024	18,600.00
508880	VOSS SIGNS, LLC	7/15/2024	1,620.00
508900	SealMaster	7/22/2024	1,620.60
	Total 03 - Motor Fuel Tax Fund		21,840.60
Report Total			180,956.65

ORDINANCE NO. 2024-13

**AN ORDINANCE AMENDING CHAPTER 14, SECTION 14-120 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS REGARDING STOP STREETS.**

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

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

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

WHEREAS, the Village operates and maintains a road network as part of its municipal function; and

WHEREAS, traffic control is an essential part of the operation of the road network; and

WHEREAS, currently, there is no traffic control device for northbound traffic on Clinton Avenue at 42nd Street (the "Intersection"); and

WHEREAS, in order to provide for the safe movement of vehicular and pedestrian traffic, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to require all northbound vehicles on Clinton Avenue approaching the Intersection must come to a complete stop; and

WHEREAS, it is understood that additional steps need to be taken to ensure that the traffic control signs are properly installed and maintained at the Intersection; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 14, Section 14-120 of the Municipal Code, Village of Stickney, Illinois (the "Village Code") as set forth below;

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

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 14, Section 14-120 of the Village Code to require northbound vehicles to come to a complete stop at the Intersection and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AMENDMENT OF CHAPTER 14, SECTION 14-120 OF THE MUNICIPAL CODE, VILLAGE
OF STICKNEY, ILLINOIS**

SECTION 3.0. AMENDMENT OF CHAPTER 14, SECTION 14-120.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Section 14-120 by underlining and bolding any new language, and striking through any removed language, as follows:

Sec. 14-120. – Stop Streets.

(a) Except when directed to proceed by a police officer or traffic-control signal, every driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersections, or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. After having stopped, the driver shall yield the right-of-way to any vehicle which has entered the intersection from another roadway or which is approaching so closely on the roadway as to constitute an immediate hazard during the time when the driver is moving across or within the intersection, but said driver having so yielded may proceed at such time as a safe interval occurs.

(b) The following are hereby designated as stop entrances:

<i>Street or Avenue</i>	<i>Entrance at Which Stop Is To Be Made</i>
Clarence Avenue and 40 th Street	Southbound, Eastbound and Westbound
Clarence Avenue and 41st Street	Southbound
Clinton Avenue and Pershing Road	Northbound
Clinton Avenue and 40th Street	Northbound

Clinton Avenue and 41st Street	Northbound
<u>Clinton Avenue and 42nd Street</u>	<u>Northbound</u>
Clinton Avenue and 44 th Street	Northbound, Eastbound and Westbound
East Avenue and Pershing Road	Northbound
East Avenue and 40th Street	All
East Avenue and 41st Street	All
East Avenue and 42nd Street	All
Elmwood Avenue and Pershing Road	Northbound
Elmwood Avenue and 40th Street	All
Elmwood Avenue and 41st Street	Northbound
Euclid Avenue and 40th Street	Southbound
Euclid Avenue and 41st Street	Southbound
Grove Avenue and Pershing Road	Northbound

Grove Avenue and 40th Street	All
Grove Avenue and 41st Street	All
Grove Avenue and 42nd Street	All
Grove Avenue and 43rd Street	All
Grove Avenue and 44th Street	All
Grove Avenue and 45th Street	Southbound
Gunderson Avenue and 40th Street	Southbound
Gunderson Avenue and 41st Street	Southbound
Harlem Avenue and Jewel Parking Lot	Westbound
Harlem Avenue and 40th Street	Westbound
Harlem Avenue and 40th Place	Westbound
Harlem Avenue and 42nd Street	Westbound
Harlem Avenue and 43rd Street	Westbound

Harlem Avenue and 44th Street	Westbound
Harlem Avenue and 45th Street	Westbound
Home Avenue and 40th Street	All
Home Avenue and 40th Place	Eastbound
Home Avenue and 41st Street	All
Home Avenue and 42nd Street	All
Home Avenue and 43rd Street	All
Home Avenue and 44th Street	All
Home Avenue and 45th Street	Southbound, westbound
Jewel Parking Lot and Pershing Road	Northbound
Jewel Parking Lot and 40th Street	Southbound
Kenilworth Avenue and 44 th Street	All
Kenilworth Avenue and 45th Street	Southbound

Maple Avenue and 44th Street	Eastbound and Westbound
Maple Avenue and 43rd Street	Northbound
Maple Avenue and 42nd Street	Eastbound and Westbound
Maple Avenue and 41st Street	Northbound
Oak Park Avenue and 40th Street	All
Oak Park Avenue and 41st Street	All
Oak Park Avenue and 42nd Street	Eastbound
Oak Park Avenue and 43rd Street	All
Oak Park Avenue and 44th Street	Eastbound
Oak Park Avenue and 45th Street	Southbound
Ridgeland Avenue and 40th Street	All
Ridgeland Avenue and 41st Street	All
Ridgeland Avenue and 42nd Street	All

Ridgeland Avenue and 43rd Street	All
Scoville Avenue and Pershing Road	Northbound
Scoville Avenue and 40th Street	Northbound
Scoville Avenue and 41st Street	All
Scoville Avenue and 42nd Street	All
Wenonah Avenue and Pershing Road	Northbound
Wenonah Avenue and 43rd Street	Northbound
Wenonah Avenue and 44th Street	All
Wenonah Avenue and 45th Street	Westbound
Wesley Avenue and Pershing Road	Northbound
Wesley Avenue and 41 st Street	Eastbound and Westbound
Wesley Avenue and 40 th Street	Northbound, Eastbound, and Westbound
Wisconsin Avenue and Pershing Road	Northbound

Wisconsin Avenue and 40th Place	Eastbound and Westbound
Wisconsin Avenue and 41st Street	All
Wisconsin Avenue and 43rd Street	Southbound
Wisconsin Avenue and 44th Street	All
Wisconsin Avenue and 45th Street	Southbound

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance, including taking all necessary steps to ensure the proper installation and continuing maintenance of the traffic control signs located at the Intersection, and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force ten (10) days after its passage and approval.

PASSED this ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2024.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2024.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2024-14

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF STICKNEY

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

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

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

WHEREAS, there exists a Collective Bargaining Agreement (the “Agreement”), between the Illinois Fraternal Order of Police (the “Union”) and the Village; and

WHEREAS, the Union has provided copies of the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the Agreement; and

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

NOW, THEREFORE, BE IT 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 Agreement 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 President and his designee(s) are hereby authorized to take any

authorized to take any and all steps necessary to effectuate the terms and intent of this Ordinance and Agreement including, without limitation, attending collective bargaining meetings to finalize the terms of the Agreement. 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2024.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2024.

Audrey McAdams, Village Clerk

GROUP EXHIBIT A

RESOLUTION NO. 10-2024

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH NTIVA, INC. FOR INFORMATION TECHNOLOGY SERVICES 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, Village staff utilize various types of computer hardware and software to perform their work on behalf of the Village and its residents; and

WHEREAS, Ntiva, Inc. (the "Vendor") is in the business of providing information technology services (the "Services") to support such operations; and

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

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

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

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

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

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

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the

President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2024.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2024.

Audrey McAdams, Village Clerk

GROUP EXHIBIT A



Your Success. Secured.

We have prepared a quote for you

Village of Stickney - SSP Complete w/Monthly Onsite

Quote # 228309 Version 2

Prepared for:

Village of Stickney

Prepared by:

Mike Harvey

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>SSP Complete Per User Recurring</p>	<p>\$10,636.22</p>	<p>\$10,636.22</p>
<p>Ntiva Managed IT Service - SSP</p>		
<p>SSP Complete Service Overview</p>		
<ul style="list-style-type: none"> ● Minimum Supported Users: 63. ● Additional Supported Users: \$120/User Per Month. 		
<p>Unlimited Service Desk - Per Supported User</p>		
<ul style="list-style-type: none"> ● Company provides unlimited remote support to all Client Supported Users, their Supported Devices and Supported Software. 		
<p>Premium Network Monitoring - Base Package for Up to 10 Devices</p>		
<ul style="list-style-type: none"> ● Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. ● Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. ● This service Includes monitoring of up to (10) devices with additional devices starting at \$20.00/month per device. 		
<p>Managed Workstation - Per Supported User</p>		
<ul style="list-style-type: none"> ● Company's Managed Workstation service includes: <ul style="list-style-type: none"> ○ Basic monitoring & management. ○ Operating System and Office Suite patch management. ○ Third-party software updates/patching including Adobe Reader, Firefox, and Chrome. ○ Single click remote access capability for Company to provide remote assistance. ○ Inventory Reporting. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>Managed Endpoint Detection & Response (EDR) - Per Supported User</p> <ul style="list-style-type: none"> ● Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> ○ Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). ○ 24x7 Security Operations Center ("SOC") management. ○ Updates to Incident Response Plan if one exists at the time of deployment. ○ Executive Insights Report + Host List Report provided upon request. 		
<p>Training as a Service (TaaS) - Per Supported User</p> <ul style="list-style-type: none"> ● Company's Training as a Service ("TaaS") is an online self-service e-learning platform that provides Supported Users access to video-based Microsoft training content. 		
<p>E-mail Security Service - Per Supported User</p> <ul style="list-style-type: none"> ● Company's E-mail Security Service is an all-in-one- email threat protection that includes: <ul style="list-style-type: none"> ○ Spam filtering. ○ E-mail Anti-Virus. ○ Mail-Bagging. ○ Smart Host. 		
<p>Managed DNS/SSL Certificate</p> <ul style="list-style-type: none"> ● Company will document and provide basic administrative management (e.g., monitoring expiration dates, add/edit/delete DNS records, etc.) of Client's existing DNS and SSL certificates. ● Note: In order for Company to provide this service, Client would need to provide Company with administrative access to their DNS and SSL Certificate host information. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>Ntiva SaaS Alerts - Per Supported User</p> <ul style="list-style-type: none"> • Company's SaaS Alerts is a security threat detection solution that provides visibility into the logged events that can adversely affect the stability of the Client's Microsoft Azure, Microsoft 365, and/or Google Workspace environment. The Ntiva SaaS Alerts solution utilizes machine learning pattern detection and monitors abnormal user account behaviors, unusual application usage, and potential data loss and leakage. The solution includes: <ul style="list-style-type: none"> ○ Logging: Retention of up to one year of security event logging for the protected Microsoft 365 and or Google Workspace environment. ○ Reporting: Comprehensive reporting available upon Client request that details Incident breakdown of the types of events observed in the Client's Microsoft 365 and/or Google Workspace environment, including, but not limited to: <ul style="list-style-type: none"> ▪ The top 10 failed login accounts. ▪ Accounts that have triggered the most alerts. ▪ Unapproved locations (e.g., foreign cities) where this solution has detected and prevented account login attempts. ▪ Externally shared file events. <p>Hardware and Software Procurement Service</p> <ul style="list-style-type: none"> • Company shall provide hardware and software procurement services through Company authorized reseller channels and approved vendors/suppliers. • Limited to U.S. only. <p>Dedicated Account Manager</p> <ul style="list-style-type: none"> • Company provides Client with a personnel resource to serve as an Account Manager and a primary point of contact for the Client's organization. The Company Account Manager helps establish a comprehensive and personalized experience with Client, has regularly scheduled meetings to review service requests, monitor resolutions, and ensure ongoing Client satisfaction. Scope of Account Management service includes: <ul style="list-style-type: none"> ○ Provide ongoing relationship management, including being a point of escalation. ○ Be the primary point of contact for ensuring accuracy of Company invoices along with assistance in support services upgrades and renewals. ○ Conducts monthly ticket reporting and review. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>IT Advisor Service</p> <ul style="list-style-type: none"> Company provides Client with a resource to serve as an IT Advisor for the Client's organization. Scope of IT Advisor Support includes: <ul style="list-style-type: none"> Develop and manage a one to three year strategic Annual IT Roadmap including budget planning estimates for equipment and capital planning purposes ("Annual IT Roadmap") that aligns technology solutions with Client's business goals and objectives. Conduct a Mid-Year and Annual IT Roadmap review session with Client stakeholders to ensure alignment with the upcoming Annual IT Roadmap and plan for future growth. Assist in preparing Client's Annual Cybersecurity risk insurance application. Participate with and support Client's Account Manager, and other applicable Company resources, with strategic guidance on questions and discussions regarding the Annual IT Roadmap recommendations. ("Strategic Consulting"). 		
<p>Dedicated Support Hours Add-On</p> <ul style="list-style-type: none"> Company provides (16) dedicated pre-scheduled monthly support hours via a Field Operations resource which can be utilized both onsite and/or remotely. Additional monthly Field Operations resource, beyond the dedicated support hours, will be billed at a rate of \$175/hour. 		
<p>Courtesy Discount</p> <ul style="list-style-type: none"> Ntiva monthly courtesy discount. 	(\$1,563.62)	(\$1,563.62)
Monthly Subtotal:		\$9,072.60

Additional Services

Description	Recurring	Qty	Ext. Recurring
<p>Email-Only User Support - Per User</p> <ul style="list-style-type: none"> Email-Only Users is defined as all users that are active employees or contractors of Client who: <ul style="list-style-type: none"> Require access related support for Client's Microsoft 365 or Google Workspace application(s). Do not have devices that require Company's Managed Workstations and/or Premium Apple Support & Toolkit services. Are noted as an active user within Company's Client Management System. 	\$18.00	41	\$738.00

Additional Services

Description	Recurring	Qty	Ext. Recurring
<p>Additional Premium Network Monitoring - Per Device</p> <ul style="list-style-type: none"> Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. 	\$20.00	7	\$140.00
<p>Additional Managed Workstation - Per Device</p> <ul style="list-style-type: none"> Company's Managed Workstation service Includes: <ul style="list-style-type: none"> Basic monitoring & management. Operating System and Microsoft Office Suite patch management. Third-party software updates/patching for PCs, including Adobe Reader, Firefox, and Chrome. Single click remote access tool. Inventory Reporting. 	\$5.00	2	\$10.00
<p>Additional Managed Endpoint Detection & Response (EDR) - Per Device</p> <ul style="list-style-type: none"> Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). 24x7 Security Operations Center ("SOC") management. Updates to Incident Response Plan if one exists at the time of deployment. Executive Insights Report + Host List Report provided upon request. 	\$5.75	2	\$11.50
<p>Premium Managed Server - Per Server</p> <ul style="list-style-type: none"> Company Premium Managed Server Service Includes: <ul style="list-style-type: none"> Advanced Monitoring & Management. Endpoint Detection and Response (EDR). Operating System patch management. Single click remote access tool. Inventory Reporting. 	\$95.00	6	\$570.00
<p>Microsoft 365 Backup - Veeam - Per User</p> <ul style="list-style-type: none"> Company provides Client with an all-in-one backup, search, restore, and export solution for Microsoft 365's Exchange Online, OneDrive for Business, SharePoint and Teams. 	\$3.00	124	\$372.00

Additional Services

Description	Recurring	Qty	Ext. Recurring
Veeam Backup & Replication Enterprise Plus - Per Server 5+ <ul style="list-style-type: none"> ● The Veeam Backup & Replication solution is a fully featured total data protection platform that can protect any physical, and virtual Windows systems running on VMware ESXi or Microsoft Hyper-V. The functionalities included with the service includes: <ul style="list-style-type: none"> ○ Snapshot of protected systems, applications and files. ○ Replication of the snapshots to the Client's elected Cloud services (e.g., AWS or Azure) for storage and retention. ○ Capability to restore systems and individual files from the Client's local appliance. ○ Onsite recovery capabilities, including: <ul style="list-style-type: none"> ■ Hard drive, folder, and file recovery. ■ Export VHD and/or VMDK. ■ Bare-metal restore to similar or dissimilar hardware. ● Please note the following: This service requires a dedicated internal server with the following resources within the Client network for the ability of Company to perform the Veeam Backup & Replication Enterprise Plus service: <ul style="list-style-type: none"> ○ Physical server, Microsoft Hyper-V or in-support VMware ESXi host. ○ Minimum of 4-Core CPU, 8GB RAM or higher (16GB recommended), and 200GB of storage for the Operating System Drive. ○ Storage to account for local backup repository. Ntiva recommends at least 3x space be available for the data to be protected. ○ If Client does not have an internal server with adequate resources available, Company will not be able to deploy these services for Client. 	\$100.00	6	\$600.00
Microsoft Azure Hosting - Pay-As-You-Go (Estimated)	\$76.45	1	\$76.45
Engineer Hours Onsite - CAP	\$160.00	5	\$800.00
Ntiva's Monthly Fee for Onsite Services - 5 hours per Month			
	Monthly Subtotal:		\$3,317.95

Microsoft NCE Subscription Plan - Annual

The following licenses will be procured via Microsoft's NCE Platform on an annual contract that will be billed monthly.

Description	Recurring	Qty	Ext. Recurring
Office 365 E1 - NCE - Annual	\$10.00	29	\$290.00
Office 365 E3 - NCE - Annual	\$23.00	30	\$690.00
Office 365 Exchange Online Kiosk - NCE - Annual	\$2.00	38	\$76.00
Office 365 Exchange Online Kiosk - NCE - Annual			
	Monthly Subtotal:		\$1,056.00

Ntiva Service Agreement

This **NTIVA SERVICE AGREEMENT** (this "Agreement") by and between NTIVA, INC., ("Company") and Village of Stickney ("Client") (each of Company and Client, a "Party" or together "Parties") is binding upon the Parties as of the date of final signature below. The Parties agree as set forth herein:

Onboarding

Company's detailed new Client onboarding process includes:

1. Assignment of dedicated team.
2. Documentation of Client systems and applicable support processes.
3. Analysis of Client risks and opportunities for improvement.
4. Configuration and installation of Signature Support tools and/or Equipment.
5. Configuration and installation of any applicable Additional Services.
6. Scheduling of Dedicated Support Hours (If applicable).
7. Scheduling of server and workstation maintenance (If applicable).

The Parties expect the Onboarding process shall be completed within sixty (60) days following the Onboarding kick off meeting, provided Client turns over transition information to Company in a timely manner. To ensure the best Client experience, Service Desk support is available only after the completion of the Company's onboarding process (the "Start Date"). Should Client request support (either remote or on-site) prior to the Start Date, Company can, at its discretion, provide ad-hoc support at the rates indicated in Section 4.1.

Any issues discovered during the onboarding process that prohibit Company from providing the services under the Agreement will be required to have an executed remediation Project or an addendum to this Agreement will be executed to remove or change Client services.

Support Hours & Onsite Escalations

In addition to the Unlimited Service Desk, Client will also receive monthly dedicated support hours at the intervals indicated in the Signature Support Plan, during Company Normal Business Hours. Dedicated support hours shall be used as scheduled in 8 hour blocks and will be delivered remotely, or on-site, at Company's discretion, and do not roll over into subsequent months.

Company may provide a resource for Client onsite escalations, beyond the dedicated support hours, on an as needed basis, at the hourly rates indicated in this Agreement for the resource required. All or a portion of onsite escalation Client requests may be performed remotely as determined by the Company.

Unlimited Service Desk and Supported Devices

Unlimited Service Desk support is valid for all Supported Users, Email-Only Users, and Supported Devices under this Agreement. The Company's best practice is that Supported Devices have an active manufacturer warranty and the Company's remote monitoring and management tools installed. Further, operating system software must not be deemed "end of life or support", or similarly identified, by the manufacturer.

- "Supported Users" is defined as all users that are active employees or contractors of Client who:
 - Has devices that require Company's Managed Workstation and/or Premium Apple Support & Toolkit services.
 - Require services on behalf of the Client.
 - Are noted as an active user within Company's Client Management System.
- "Email-Only Users" is defined as all users that are active employees or contractors of Client who:
 - Require access related support for Client's Microsoft 365 or Google Workspace application(s).
 - Do not have devices that require Company's Managed Workstation and/or Premium Apple Support & Toolkit services.
 - Are noted as an active user within Company's Client Management System.
- "Supported Devices" include managed laptops, notebooks, desktops, tablets, Client office networking devices (e.g., firewalls,

switches, wireless access points), Client servers (e.g., physical servers, virtual servers, hypervisor, backup servers) that meet the Company best practice requirements defined in this section.

Unlimited Service Desk is subject to the following Exclusions:

- Changes to environment that require an onsite presence.
- Break/Fix that requires an onsite presence.
- Consumables such as printer maintenance kits, toner, ink, batteries etc.
- Remediation beyond break fix that requires a redesign of a solution already in place.
- Projects (as defined below).

Supported Software

All software supported by Company are required to be genuine, business-grade licensed and supported by the software vendor. Any Client specified LOB (line-of-business) applications (e.g., Microsoft 365, Google Workspace, etc.) that Company is contracted to support must have an active support agreement from the vendor, where Company is listed as an authorized contact for support. Please note that the Company's ability to support Client specified LOB is limited to basic administrative functions (e.g., add/remove/edit user accounts).

Projects

Projects will be performed after a proposal is provided by Company (the "Statement of Work") and is approved by Client. Projects are defined as Company services that require more than 8 hours of effort or require a project manager. Examples of a project may include (and are not limited to) new server or hardware deployment, migrations of services (cloud or on-premise), full service outage, disaster recovery from ransomware, or an office move.

Ntiva Service Agreement Terms and Conditions

1. Hourly and Monthly Services; Compensation; Expenses.

1.1. Each month, Client shall receive an invoice for the Monthly Service Fee (the "Agreement Invoice"). Client shall pay the Agreement Invoice by the invoice due date. Client's first Agreement Invoice for the Signature Support Plan ("SSP") and Additional Services Monthly Service Fee may be prorated, and Client shall be invoiced for the number of days during the month Client utilized Service Desk support from the Start Date after onboarding. User and Device counts for invoicing are based on Contacts and Devices identified in ConnectWise Systems at the time invoicing is produced by Company.

1.2. If, during any calendar month during the Term, Client is provided services beyond the measurement included in the SSP or Additional Services (the "Overages"), Client shall receive invoices for each such overage inclusive of a credit for amounts covered under the Agreement. Charges will be based at the rates noted. Such charges are billed in arrears based on prior month's utilization of such services (ex. Onsite Support & Escalations).

1.3. In addition to the Agreement Invoice, Client shall reimburse Company for all costs and expenses incurred by Company in performing its obligations under this Agreement during the preceding calendar month, which may include but are not limited to Sales Tax and Shipping Charges.

1.4. For any Excluded Services that do not have associated rates specified, Company shall prepare a quote and/or Statement of Work which sets forth the specifications for such work to be provided by Company including, without limitation, all deliverables, ongoing modifications to the Agreement. Company shall have no obligation to execute, act on, or meet the commitments defined within a quote or Statement of Work until it is executed by both Parties. All Statements of Work shall be governed by the General Terms which shall be incorporated by reference.

2. Term; Termination.

2.1. Terms

SSP and Additional Services Term: Unless otherwise terminated in accordance with the terms of this Agreement, the SSP and Additional Services will be effective from the Effective Date until the date which is 12 months after Client receives its first full non-prorated invoice of such Monthly Subtotals (the "Initial Term"). The Agreement will automatically renew thereafter for successive 12-month terms (the "Successive Term") unless one Party gives Notice of non-renewal to the other Party at least 60 days prior to the end of the then-current Initial Term or Successive Term.

Some Additional Services may be onboarded on varying dates that are different to the Effective Date of this Agreement. Initial, or Successive Terms, for such Additional Services may not co-terminate with other services under this Agreement. Client shall be obligated to continue paying for such Additional Services until each Term expires, even if Notice of Termination has been provided to Company.

2.2. Termination: The Parties may terminate this Agreement as follows:

- (a) By the Parties' mutual written consent;
- (b) By Company, immediately upon Notice to Client, if Client fails to pay any amount when due pursuant to this Agreement;
- (c) By either Party (such Party, the "Terminating Party"), immediately upon Notice to the other Party ("Terminated Party"), if:

- 1. The Terminated Party commits a material breach of this Agreement (other than failure to pay an amount due pursuant to this Agreement) which is not cured within 21 Business Days after Notice from the Terminating Party to the Terminated Party of the breach;
- 2. Any receiver, trustee, custodian, or similar official is appointed with respect to the Terminated Party or any of the Terminated Party's property or assets;
- 3. The Terminated Party conveys any of its assets to a trustee, mortgagee, or liquidating agent;

4. The Terminated Party assigns any of its assets for the benefit of creditors; or
5. Any proceeding is commenced by or against the Terminated Party which arises under any law of any jurisdiction relating to bankruptcy, insolvency, arrangement, or the adjustment of indebtedness.

(d) By Client, immediately upon Notice to Company that is accompanied by payment, of all outstanding current and past due amounts due to Company. In addition, Client and Company agree that an estimation of damages for a termination prior to the end of the Initial or Successive Term would be uncertain and difficult to calculate. As such, Client shall pay an amount equal to the Recurring Summary Total for the remaining months for the then-current Initial Term or Successive Term as liquidated damages. Client and Company agree that this amount shall not be considered a penalty because it is not disproportionate to the probable loss incurred by the Company.

2.3. Immediately upon either Party's Notice of termination, Client shall return to Company all equipment provided by, and property of, Company. Within Ten (10) Business Days after all such equipment and property is received by Company, Company shall return to Client any Equipment Deposit paid by Client with respect to such equipment and property less the cost of replacing or repairing any such equipment or property, as determined by Company in its sole discretion, that is destroyed or damaged prior to its return to Company.

2.4. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement are enforceable notwithstanding the termination or expiration of this Agreement.

2.5. Upon the termination of Services for any reason: (i) Company may disconnect the applicable Service; (ii) Company may delete all applicable data, files, electronic messages, voicemail or other information stored on Company systems, unless otherwise prevented by law, within 60 days; (iii) Client shall, permit Company access to retrieve any and all Company equipment (however, if Client fails to permit access, or if the retrieved Company equipment has been damaged and/or destroyed other than by Company or its agents, normal wear and tear excepted, Company may invoice Client for the full replacement cost of the relevant Company equipment, or in the event of minor damage to the retrieved Company equipment, the cost of repair which amounts shall be immediately due and payable); and (iv) if used in conjunction with the terminated Services, Client's right to use applicable licensed software shall automatically terminate, and Client shall be obligated to return the licensed software to Company.

2.6. Company will assist Client in orderly termination of services through the termination date at the Recurring Summary Total and/or Rates defined in the Signature Support Plan. If termination assistance is requested or required following termination date, Client shall pay at Rates defined in the Signature Support Plan, or any other rate mutually agreed upon by Company and Client, on a month to month basis, until termination assistance is complete (the "Post-Termination Services"). Client shall give 30-day notice of cancellation of Post-Termination Services.

2.7. Client Equipment left with Company will be deemed abandoned after thirty (30) days, and Servicer will wipe data and recycle.

3. Relationship with Other Documents.

3.1. As of the Effective Date, this Agreement is governed by Company's General Terms and Conditions (the "General Terms") which may be accessed online at Company's website by following the link provided here: <http://www.ntiva.com/terms-conditions>. Online terms and conditions are subject to change and the most recent version of the General Terms is incorporated by reference, as if fully set forth herein. Any capitalized term not otherwise defined herein has the meaning attributed to it in the General Terms. Client accepts and agrees to be bound by the General Terms by signing below.

3.2. This Agreement is the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous negotiations and understandings between the parties pertaining to its subject matter, whether oral or written, expressed or implied.

3.3. Unless otherwise stated, all section references in this document are to this Agreement.

3.4. In the event of any inconsistency or contradiction between the terms of this Agreement and the General Terms, the terms of this Agreement shall prevail and govern.

4. Miscellaneous Terms.

4.1. Ad Hoc Services

(a) EDR and Backup Support Notices

If Client declines Company's Endpoint Detection and Response ("EDR") solution, or does not have EDR installed on a Supported Device, Company cannot monitor any other Anti-Virus ("AV") solutions Client has deployed in their environment or on Supported Devices. Any required incident support or resolution related to Client EDR or AV solutions, will be invoiced separately from this Agreement as an Overage at Ad Hoc Service rates listed in this Agreement.

If Client declines Company's Backup Solution, Company will make best efforts to manage and/or monitor any Client provided-backup solution as part of this Agreement, but cannot guarantee functioning or success of the Client-provided backup solution.

(b) Rates For Ad Hoc Services, Company will apply the following rates to Quotes for the roles as described. These rates are subject to change at any time:

- Field Operations/Onsite Escalations Rate: \$175/hour.
- Project Management Rate: \$155/hour.
- Professional Services Rate: \$195/hour.
- Special Operations Rate: \$195/hour.
- Digital Transformation Rate: \$225/hour.
- Security Services Rate: \$225/hour.
- Advanced Consulting Rate: \$225/hour.

4.2. Managed Endpoint Detection and Response

(a) Service Operational Norms:

1. Security Operations Center ("SOC") Availability: The Company SOC will maintain communications availability to the Internet 99.9% of the time during a calendar month. "Communications Availability" is defined as the ability for the SOC to transmit and receive TCP/IP packets between the networks and its upstream Internet Service Provider.
2. Routine day-to-day monitoring of the EDR solution by the 24x7 SOC and response to security events are provided per the following Service Level Agreement:
 - Low Severity and Medium Severity items are addressed automatically by the EDR solution.
 - High Severity
 - Description: The detected event represents a significant threat to client data or systems, including possible loss of data or system compromise if not addressed quickly.
 - Examples: Anomalous administrator account creation, confirmed downloading or execution of attacker utilities, attempts to contact known attacker command-and-control infrastructure.
 - Response: EDR solution prevents suspicious activity if possible. SOC telephones Service Desk (SD) upon detection. SD responds within 30 minutes and follows client-approved notification procedures.
 - False positives and other undesired interactions between the EDR agents and Client computers will be worked as standard technical support issues.

(b) Deployment of Endpoint Detection and Response service in a Client network does not guarantee that intrusions, compromises, or any other unauthorized activity will not occur on a Client network.

(c) Incident Response included within this Agreement refers strictly to automated actions taken in response to a specific event. Other forms of remediation and incident investigation, including configuration changes, password changes, firewall or switch modifications, and installation of patches would be billable pursuant to this Agreement. Incident Response or Remediation does not include additional

hardware, software, consulting by third parties (such as a forensic security firm), or investigative or recovery efforts following the termination of the unauthorized access to Client systems. EDR does not include advanced detection, threat hunting, or remediation by Company or its SOC; they are available at additional cost if required.

(d) The EDR SLAs set forth herein are subject to the following terms, conditions, and limitations:

1. The SLAs shall not apply during scheduled maintenance outages and therefore are not included in the availability calculations.
2. The SLAs shall not apply in the event of any Client-caused service outage that prohibits or otherwise limits Company from providing the service, delivering the SLA or managed service descriptions, including but not limited to, misconduct, negligence, inaccurate or incomplete information, modifications made to the services, or modifications made to any monitored hardware or software devices by the Client. This includes issues caused by the Client's employees, agents or third parties.
3. Furthermore, the SLAs shall not apply to the extent Client does not fulfill and comply with Client's obligations and interdependencies set forth above.

4.3. IT Advisor Service

IT Advisor Services are limited to the services as described above. Strategic Consulting efforts are best effort and hours are limited to the subjects identified. Any additional consulting beyond the IT Advisor Services described above will be performed at an additional cost by a vCIO, or other Company resource, during Normal Business Hours for which Client may incur additional costs. IT Advisors do not perform support or professional services work. Any request for such work will be completed through the Client's existing Agreement services or Company shall provide a Quote for which additional charges may apply. Any request for onsite support will be provided at Company's discretion and additional charges and fees may apply.

4.4. Premium Network Monitoring

(a) Company assumes Client has an internal server to support the deployment of the Company Premium Monitoring and Management service. If Client does not have an internal server resource available, Company will not be able to deploy the Premium Monitoring and Management service for Client.

(b) All Client devices that require support by Company's Premium Monitoring and Management service are accessible by the Client's internal server resource. If Client devices are not able to communicate with the Client's internal server resource, Company will not be able to support/monitor the Client devices by Company's Premium Monitoring and Management service.

(c) Client devices are capable of SNMP monitoring. Ntiva leverages network monitoring solutions provided by global leaders in the field. Over 3000 manufacturers are included in the scope of what can be monitored by the solution. Some may have limited monitoring capabilities while others have none. Although the SNMP standard is wide in its capabilities, it only provides what the manufacturer chooses to allow from an access and reporting standpoint. Certain types or pieces of equipment may not be eligible for monitoring via the solution and require customization to monitor in the same way as supported devices.

5. Opportunity to Consider and Confer. The Parties acknowledge that each Party has had the opportunity to read, review, study, consider, and deliberate upon this Agreement and the General Terms, as defined herein Section 3.1 above, as well as had the opportunity to consult with counsel. The Parties fully understand and are in complete agreement with all the terms of this Agreement and the General Terms. Each Party shall bear its own costs with respect to the preparation, revision, and execution of this Agreement.

Ntiva Microsoft NCE Subscription Plan Terms and Conditions

Monthly NCE Subscription Plan Charges.

Client's NCE Subscription Plan charges will be invoiced with the Agreement Invoice. The NCE Subscription Plan charges will be effective from the activation of service through the term length indicated NCE Subscription Plan Description (either Annual or Month to Month). Seat count modifications are reflected at the time of activation and are co-terminus and will be reflected in the following month's invoice. Seat additions for new skus will be quoted separately at time of Client request.

NCE Term and Termination.

NCE Subscription Plan Term: The NCE Term provided in this Agreement will be effective from the activation of service through the indicated NCE Subscription Plan Description identified as either Annual or Month to Month ("NCE Term"). Unless seventy-two (72) hour notice is given prior to the end of each NCE Term, it will be automatically renewed for the same term length as indicated.

TERMINATION. IF CLIENT TERMINATES THEIR AGREEMENT AND/OR ANY AND ALL SERVICES WITH COMPANY FOR CONVENIENCE OR OTHERWISE, CLIENT WILL BE INVOICED IMMEDIATELY FOR THE FULL BALANCE OF THROUGH THE REMAINING NCE TERM. CLIENT MUST PROVIDE PAYMENT IN FULL TO COMPANY ON OR BEFORE TERMINATION DATE, OR BE SUBJECT TO SUSPENSION OF NCE SUBSCRIPTION PLAN. UPON SUCH TERMINATION, CLIENT WILL BE PROVIDED THEIR NCE SUBSCRIPTION PLAN RENEWAL DATES. COMPANY WILL SET THE NCE SUBSCRIPTION PLAN TO NON-AUTORENEW STATUS AND CLIENT MUST RENEW THEIR NCE SUBSCRIPTION PLAN THROUGH THEIR NEW MANAGED SERVICE PROVIDER ("NEW MSP") OR DIRECTLY THROUGH MICROSOFT AT RENEWAL TIME AND CLIENT SHALL BE RESPONSIBLE FOR RENEWING THEIR NCE SUBSCRIPTION PLAN ON OR PRIOR TO THE RENEWAL DATE OR BE SUBJECT TO CANCELLATION. UPON SUCH TERMINATION, CLIENT LICENSES ARE NON-TRANSFERRABLE OR ASSIGNABLE DURING THE NCE SUBSCRIPTION PLAN PERIOD UNTIL RENEWAL. CLIENT MAY PURCHASE ADDITIONAL NCE SUBSCRIPTION PLAN LICENSING DIRECTLY FROM MICROSOFT OR CLIENT'S NEW MSP. COMPANY WILL NOT ADD ADDITIONAL NCE SUBSCRIPTION PLAN LICENSING FOR CLIENT AFTER TERMINATION. PROVIDED PAYMENT IS MADE IN FULL THROUGH THE NCE TERM, AND CLIENT ACCOUNT IS NOT ACTIVELY SUSPENDED FOR NON-PAYMENT, COMPANY WILL PROVIDE CLIENT'S NEW MSP DELEGATED ADMINISTRATIVE ACCESS TO CLIENT'S MICROSOFT TENANT, IF REQUESTED.

Third-Party Terms.

By subscribing to the NCE Subscription Plan, Client (i) acknowledges and agrees that the NCE Subscription Plan are licensed by a third party, Microsoft Corporation ("Microsoft"), and that Company's ability to provide the NCE Subscription Plan services is conditional upon acceptance and compliance with the terms and conditions of any Microsoft terms of services related to the usage of the NCE Subscription Plan services. THE NCE Subscription Plan UNDER THIS AGREEMENT ARE NOT ASSIGNABLE OR TRANSFERRABLE THROUGHOUT THE ENTIRETY NCE TERM.

Warranties and Disclaimers.

THE NCE SUBSCRIPTION PLAN LICENSED MAY CONTAIN DESIGN ERRORS AND OTHER DEFECTS, AND THERE IS NO GUARANTEE THAT SUCH ERRORS AND OTHER DEFECTS WILL BE CORRECTED OR THAT A COMMERCIAL VERSION OF ANY OR ALL OF THE NCE SUBSCRIPTION PLAN WILL BE RELEASED. THE NCE SUBSCRIPTION PLAN ARE LICENSED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. CLIENT IS SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND CLIENT UNDERTAKES AND AGREES TO TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED. COMPANY EXPRESSLY EXCLUDES ALL WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS, SUITABILITY OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER, CHARACTERIZED, ARISING OUT OF THE PERFORMANCE OR THE USE OF THE NCE SUBSCRIPTION PLAN, WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

Seat Count Modifications.

(a) NCE Subscription Plan Upgrades

Service downgrades are not permitted during the NCE Term. Client may, however, upgrade NCE Subscription Plan from a paid NCE

Subscription Plan to another paid NCE Subscription Plan if the NCE Subscription Plan is active (not suspended nor cancelled) and eligible for an upgrade. NCE Subscription Plans can be upgraded fully or partially. A full upgrade occurs when all the seats of the NCE Subscription Plan are being upgraded. In this case, the product's subscription ID will remain the same and all the seats will be assigned automatically (unless a manual assignment is necessary). A partial upgrade occurs when only some of the seats are being upgraded. In this case, a new subscription ID will be generated and Company will need to assign seats manually. Because partial upgrades have an end date that is coterminous with the original NCE Subscription Plan end date, any schedule changes will be deleted.

(b) Increasing and Decreasing Seat Count

Client may increase the seat count of the NCE Subscription Plan at any time and for any NCE Term. Billing adjustments will be reflected on the next Agreement Invoice.

Seat count on a NCE Subscription Plan can only be decreased in the following instances within the first seventy-two (72) hours of initial purchase or renewal for seats added during the NCE Term. In this case of license reduction, Client will be refunded the full amount minus the prorated amount for the days when Client activated the NCE Subscription Plan. If more than seventy-two (72) hours have elapsed since the NCE Subscription Plan order was placed or additional seats were added, the seat count cannot be decreased until the next cancellation window at renewal.

Cancellation.

Client may cancel the NCE Subscription Plan, for any term, within seventy-two (72) hours of initial purchase, or renewal, in order to receive a full or prorated refund (proration is calculated daily), subject to Microsoft's then current terms and policies at time of cancellation. Once the NCE Subscription Plan has been fully provisioned, cancellation will no longer be available, and Client will be billed for the full term, even if Client stops using the NCE Subscription Plan. Upon the renewal of a NCE Subscription Plan, Client will get another seventy-two (72) hour cancellation window during which it may cancel the NCE Subscription Plan and receive a prorated refund. Once the NCE Subscription Plan cancelled, the Client will lose access to the NCE Subscription Plan immediately and all data pertaining the NCE Subscription Plan will be irrecoverable. Upon cancellation, a credit will be applied to the next monthly Agreement Invoice.

Conversions during NCE Subscription.

Client may not make downgraded NCE Term changes to its NCE Subscription Plan such as going from (i) 1 year to 1 month, (ii) 3 years to 1 month and (iii) 3 years to 1 year. Most NCE Subscription Plan changes will go into effect immediately and some will take effect in the next billing cycle such as increasing the seat count. Additionally, some operations for conversion during the NCE Term are unsupported and cannot be performed. Any conversion is subject to the current terms and policies regarding such conversions, and therefore may not be available.

Village of Stickney - SSP Complete w/Monthly Onsite



Prepared by:

Ntiva, Inc.
Mike Harvey

Prepared for:

Village of Stickney
6533 Pershing Rd
Stickney, IL 60402
James Sassetti

Quote Information:

Quote #: 228309
Version: 2
Delivery Date: 07/18/2024
Expiration Date: 08/09/2024

james.sassetti@stickneypolice.com

Quote Summary

Description	Amount
One-Time Onboarding Services Fee	\$10,966.95
Total:	\$10,966.95

Monthly Recurring Summary

Description	Amount
Signature Support Plan: Complete	\$9,072.60
Additional Services	\$3,317.95
Microsoft NCE Subscription Plan - Annual	\$1,056.00
Monthly Total:	\$13,446.55

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of the last signature below ("Effective Date").

Ntiva, Inc.

Village of Stickney

Signature: _____

Signature: _____

Name: Mike Harvey

Name: James Sassetti

Title: Solutions Consultant

Title: Chief of Police

Date: 07/18/2024

Date: _____

VILLAGE OF STICKNEY
6533 W. PERSHING ROAD
STICKNEY, IL 60402-4018
708-749-4400 FAX: 708-749-4451

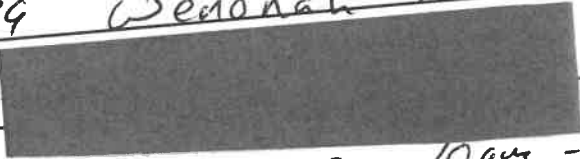
BLOCK PARTY APPLICATION

BLOCK INVOLVED: 7000 S. Lorraine Terrace

CONTACT PERSON/ORGANIZER:

NAME: Carlos Furtos

ADDRESS: 3929 Wenonah Ave

PHONE NUMBER: 

DATE OF EVENT: 8-24-2024 HOURS: 10am - 10pm

STREETS TO BE BLOCKED OFF:

Lorraine Terrace between Wenonah & Wisconsin

~~Col-de-sac~~

WILL THERE BE A BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR ANNOUNCEMENTS?
YES: NO:

IF YES, NAME OR THE BAND OR DISC JOCKEY:

Two bluetooth Speakers connected to cellphone

NOTE: HOURS FOR THE BLOCK PARTY ARE LIMITED FROM 10:00 a.m. UNTIL 10:00 p.m.

AT THE CLOSE OF THE BLOCK PARTY, THE ORGANIZER MUST CLEAN UP AND RESTORE ALL PROPERTY TO THE CONDITION THAT IT WAS IN PRIOR TO THE BLOCK PARTY.