VILLAGE OF STICKNEY



Jeff Walik Village President

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

Village Trustees

Mary Hrejsa Tim Kapolnek 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 4, 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. Presentation by Dennis Brennan concerning Cost Effectiveness for Gas Expenditures A. Possible Agreement by the Board to Accept Dennis Brennan's Opportunity
- 7. Promotion of Jon O'Dowd to Deputy Chief of the Stickney Fire Department
- 8. Promotion of Michael Weber to Lieutenant of the Stickney Fire Department
- 9. 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"
- 10. 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"
- 11. Approve Request to Appoint Deputy Police Chief Jerry Chlada Jr. to the Safety Committee
- 12. Approve Intergovernmental Agreement Between the Illinois Department of Healthcare and Family Services and the Village of Stickney
- 13. Report from the Mayor
- 14. Report from the Clerk
- 15. Trustee Reports/Committee Reports
- 16. Reports from Department Heads
- 17. Public Comments
- 18. Adjournment

Posted September 29, 2022

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, September 20, 2022, at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Hrejsa moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous regular session on Tuesday, September 6, 2022.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Hrejsa 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

Navs: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee White to Pass and Approve Ordinance 2022-16, "An Ordinance Amending Chapter 78, Section 78-318 and Adopting Chapter 78, Article XII(B) of the Village of Stickney Municipal Code Regarding Local Motor Fuel Tax for the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Prior to the vote, Stickney Finance Director David Gonzalez gave a recap of this ordinance. In July 2019, the State of Illinois allowed Stickney and other municipalities to pass a \$.03 gas tax on the purchase of gas. The board did vote to approve it in July 2019. There was some confusion in terms of some of the gas stations would pay us directly. Others were confused that the state was collecting it. The Ordinance that was passed in 2019 was never filed with the Department of Revenue. This is not a new tax. It is correcting it. Working with the Village Attorney the original format was corrected so the Department of Revenue would accept it. The problem originated because there was a transition in July 2019 when the previous Finance Direct left and the new accounting firm came in August 2019. There must

have been a misunderstanding as to who would send it on to the state. We want to get everyone on the same level as to who is collecting. It should be the state collecting the tax. By us correcting this ordinance and sending it to the state by October 1st, by January 1st everyone will be paying directly to the state. This is not an increase.

<u>MAYOR'S REPORT</u>: The newsletter will be coming out soon. Family Day was bigger and better along with the children's games and the fireworks. We have the haunted hayride coming up. The newsletter will be coming out around Thanksgiving.

<u>Trustee White</u>: The trustee informed us that on September 27, between the hours of 9:00 and 1:00, Com Ed will be doing some maintenance on the west side of the village. There may be a few houses without electricity for a brief period. The outage will not be widespread.

We were also informed that at the next board meeting Dennis Brennan will be presenting information about natural gas. We were reminded that the costs of natural gas are rising. This opportunity has nothing to do with the homeowners. It may be an opportunity for the Village of save on our facilities. We have gas bills for the police station, village hall, fire station, public works, and the water pumping station. Mr. Brennan would be able to save us 40% on our bills if we were able to vote on this today. Hopefully that rate will stay the same for the next meeting. The trustee would like to include this item on the next agenda and have a vote at that time. The Mayor asked if this would be locked in for a certain length of time. Trustee White was unsure currently. Our treasurer has questions pertaining to this opportunity.

Trustee Milenkovic: We will be starting up our Operation Support our Troops drive again. This is where we collect items to send out to the troops and military personnel around the world. We gather things in the front foyer and transfer them to a warehouse in Lisle. The organization boxes it up and ships it off. This will start on October 1 and go until Christmas time. Please be generous. We will have a list of items that they are looking for in the front lobby. There will be signs in the front lobby. Mayor Walik started this program years ago when he was a trustee. He asked me to continue the program.

<u>Trustee Torres:</u> Our Family Day was excellent. We could not have done it without all the help from the departments and the volunteers. We also had a successful Pet Fest. The trustee commented that she never saw so many different dogs. The dogs were going in the pools to cool off. There were all kinds of free-bs. Our Public Works Director adopted a dog from there.

<u>Trustee Hrejsa:</u> The trustee reminded people of the Haunted Hayride on October 15. We are looking for volunteers to participate in the event.

DEPARTMENT REPORTS:

<u>Public Works Director Joe Lopez:</u> We learned that the East Avenue project will be completed in October. The sidewalks will be replaced, and the grass planted.

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There being no further business, Trustee White moved, duly seconded by Trustee Hrejsa that the meeting be adjourned. Upon which the Board adopted the motion at 7:14 p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared tl	he Motion carri	ed
		Respectfully submitted,
		Beth Lukas, Deputy Village Clerk
Approved by me this	day of	2022
 Jeff Walik, Mayor		

September 20, 2022

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Absent: Trustee Savopoulos

Mayor Walik declared the Motion carried

Respectfully submitted,

Beth Lukas, Deputy Village Clerk

Approved by me this day of 2022

Jeff Walik, Mayor

Village of Stickney

Warrant Number 22-23-10

EXPENDITURE APPROVAL LIST FOR VILLAGE COUNCIL MEETING ON October 4, 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:

282,828.32

01 CORPORATE FUND

02 WATER FUND		335,017.85
03 MOTOR FUEL TAX FUND		404.00
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		2,824.00
09 BOND & INTEREST FUND		
OS BOND & INTEREST FOND	Subtotal:	621,074.17
General Fund Payroll Water Fund Payroll	9/30/2022 9/30/2022	164,965.28 16,995.28
	Subtotal:	181,960.56
Total to be Approved by Village Council		803,034.73
Approvals:		
Jeff Walik, Mayor		
Audrey McAdams, Village Clerk		
Treasurer		

Check/Voucher Register - Check Register 01 - General Fund From 9/8/2022 Through 9/27/2022

Check Number	Vendor Name	Effective Date	Check Amount
505903	Burke Beverage	9/19/2022	(2,199.77)
505929	ABC Automotive Electronics	9/8/2022	33,590.32
505930	Abila	9/8/2022	853.17
505931	Aero Removals	9/8/2022	400.00
505932	ANDERSON PEST SOLUTIONS	9/8/2022	77.95
505933	Autotime	9/8/2022	1,460.80
505934	Burke Beverage	9/8/2022	913.39
505935	Carrot-Top Industries, Inc.	9/8/2022	680.36
505936	Comcast Business	9/8/2022	2,545.98
505937	Comcast	9/8/2022	436.06
505940	Google LLC	9/8/2022	240.00
505941	Konica Minolta Business Solutions U.S	9/8/2022	38.66
505944	Municipal Clerks of the S/W Suburbs	9/8/2022	20.00
505945	NAPA AUTO PARTS	9/8/2022	12.69
505946	Quadient Finance USA, Inc.	9/8/2022	720.99
505949	O'Reilly First Call	9/8/2022	993.34
505951	RAY O'HERRON CO. INC.	9/8/2022	559.35
505953	Schultz Supplies	9/8/2022	213.31
505954	The Sign Edge	9/8/2022	268.00
505956	Standard Equipment Company	9/8/2022	5,597.55
505957	STAPLES BUSINESS CREDIT	9/8/2022	2,594.70
505958	Tire Services	9/8/2022	60.00
505959	Scott Urbanski	9/8/2022	2,040.00
505960	WASTE MANAGEMENT	9/8/2022	31,655.64
505961	West Central Municipal Conference	9/8/2022	10,450.96
505962	Westfield Ford, Inc.	9/8/2022	321.67
505963	Jessica Monroy	9/16/2022	438.68
505964	Administrative Consulting Specialist, LLC	9/19/2022	3,750.00
505965	Air Comfort	9/19/2022	3,577.88
505966	Airgas USA LLC	9/19/2022	815.28
505967	B and B Maintenance, Inc	9/19/2022	1,560.00
505968	BLUE CROSS BLUE SHIELD	9/19/2022	72,579.74
505969 505970	Bell Fuels, Inc. Bensenville Fire Protection District	9/19/2022 9/19/2022	3,641.06 1,000.00
505970	Berwyn ACE Hardware	9/19/2022	37.88
505972	Bluders Tree Service & Landscaping	9/19/2022	10,235.00
505973	Camfil USA, Inc.	9/19/2022	75.80
505974	CDW Government	9/19/2022	9,774.10
505975	Cintas Corporation - #21	9/19/2022	389.38
505976	CINTAS	9/19/2022	169.52
505977	Citizens Bank	9/19/2022	5,871.09
505980	Comcast	9/19/2022	224.46
505981	CWF Restoration	9/19/2022	1,300.00
505982	Dearborn National	9/19/2022	1,087.89
505983	DEL GALDO LAW GROUP LLC	9/19/2022	8,228.75
505984	Eckert Enterprises, Inc.	9/19/2022	4,361.00
505985	Foster Coach Sales, Inc.	9/19/2022	25.23
505986	Fullmer Locksmith Service	9/19/2022	212.00
505987	Illinois State Police	9/19/2022	28.25
505988	Jack's Inc.	9/19/2022	137.96
505989	Johnson Controls Security Solutions	9/19/2022	1,567.54
505990	Lauterbach & Amen, LLP	9/19/2022	900.00
505991	Menards - Hodgkins	9/19/2022	300.53
505992	Municipal Emergency Services	9/19/2022	2,004.47
505993	Municipal Web Services	9/19/2022	270.00
Date: 9/28/22 11:20:3		•	

Date: 9/28/22 11:20:35 AM

Check/Voucher Register - Check Register 01 - General Fund From 9/8/2022 Through 9/27/2022

Check Number	Vendor Name	Effective Date	Check Amount
505994	Ozinga Ready Mix Concrete, Inc.	9/19/2022	10,708.43
505995	Quadient Leasing USA, Inc.	9/19/2022	392.97
505996	RAY O'HERRON CO. INC.	9/19/2022	1,498.50
505997	Rebecca Maday	9/19/2022	279.00
505998	Standard Equipment Company	9/19/2022	2,100.59
505999	The Eagle Uniform Co.	9/19/2022	195.00
506000	Treetop Products Inc.	9/19/2022	315.76
506001	VERIZON	9/19/2022	3,970.52
506002	Westfield Ford, Inc.	9/19/2022	44.85
506003	WEST SUBURBAN CHIEFS OF POLICE	9/19/2022	115.00
506005	Yuritzy RC Landscaping Inc	9/19/2022	2,550.00
506006	ANDERSON PEST SOLUTIONS	9/22/2022	57.40
506007	Aftermath	9/26/2022	300.00
506009	Anthony T. Bertucca	9/26/2022	900.00
506010	Bell Fuels, Inc.	9/26/2022	3,032.47
506011	Berwyn ACE Hardware	9/26/2022	137.45
506012	Bluders Tree Service & Landscaping	9/26/2022	4,100.00
506014	Canon Financial Services, Inc.	9/26/2022	1,221.00
506015	Capers	9/26/2022	2,500.00
506016	CDW Government	9/26/2022	404.35
506017	Comcast Business	9/26/2022	4,126.10
506018	Comcast	9/26/2022	729.91
506019	Frank Figueroa	9/26/2022	164.99
506020	Fullmer Locksmith Service	9/26/2022	223.00
506021	GW & Associates PC	9/26/2022	4,500.00
506023	Hennessy's River View Ford	9/26/2022	491.26
506024	Java Breeze	9/26/2022	130.00
506025	Konica Minolta Business Solutions U.S	9/26/2022	107.36
506026	Laner Muchin	9/26/2022	5,647.40
506028	Minuteman Press of Lyons	9/26/2022	232.31
506029	Municipal Emergency Services	9/26/2022	145.00
506030	NAPA AUTO PARTS	9/26/2022	635.59
506031	Occupational Health Centers of Illinois,	9/26/2022	145.00
506032	POMP'S TIRE SERVICE, INC.	9/26/2022	820.00
506033	RAY O'HERRON CO. INC.	9/26/2022	58.00
506034	Shark Shredding, Inc.	9/26/2022	725.50
506035	Tire Services	9/26/2022	15.00
	Total 01 - General Fund		282,828.32

Check/Voucher Register - Check Register 02 - Water Fund From 9/8/2022 Through 9/27/2022

Check Number	Vendor Name	Effective Date	Check Amount
505938	ComEd	9/8/2022	23.06
505939	Fullmer Locksmith Service	9/8/2022	506.00
505942	Lehigh Hanson	9/8/2022	1,695.37
505943	Metropolitan Industries, Inc	9/8/2022	780.00
505947	NICOR GAS	9/8/2022	292.60
505949	O'Reilly First Call	9/8/2022	496.65
505950	POMP'S TIRE SERVICE, INC.	9/8/2022	820.00
505952	Riccio Construction Corporation	9/8/2022	136,313.27
505955	S & S Industrial Supply	9/8/2022	144.87
505969	Bell Fuels, Inc.	9/19/2022	1,820.53
505971	Berwyn ACE Hardware	9/19/2022	47.97
505975	Cintas Corporation - #21	9/19/2022	389.38
505977	Citizens Bank	9/19/2022	599.03
505978	City of Chicago	9/19/2022	177,233.06
505979	Clear View	9/19/2022	960.00
505998	Standard Equipment Company	9/19/2022	2,100.60
506008	Air Comfort	9/26/2022	915.73
506010	Bell Fuels, Inc.	9/26/2022	1,516.23
506013	Brookfield Auto Center	9/26/2022	3,677.81
506021	GW & Associates PC	9/26/2022	4,500.00
506022	Hach Company	9/26/2022	85.69
506027	Metropolitan Industries, Inc	9/26/2022	100.00
	Total 02 - Water Fund		335,017.85

Check/Voucher Register - Check Register 03 - Motor Fuel Tax Fund From 9/8/2022 Through 9/27/2022

Check Number	Vendor Name	Effective Date	Check Amount
506036	Traffic Control & Protection Inc	9/26/2022	404.00
	Total 03 - Motor Fuel Tax Fund		404.00

Check/Voucher Register - Check Register 08 - Capital Projects Fund From 9/8/2022 Through 9/27/2022

Vendor Name	Effective Date	Check Amount
Riccio Construction Corporation	9/8/2022	2,824.00
Total 08 - Capital Projects Fund		2,824.00
		621,074.17
	Riccio Construction Corporation Total 08 - Capital	Riccio Construction Corporation 9/8/2022 Total 08 - Capital



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

September 1, 2022

To: Mayor Walik and the Members of the Village Board

From: Fire Chief Jeffrey Boyajian

RE: Promotion of Jon O'Dowd to Deputy Chief

Honorable Mayor and Village Board Members;

I am asking that you concur with my appointment of Assistant Chief Jon O'Dowd to the rank of Deputy Chief, effective this date, September 1, 2022. Deputy Chief O'Dowd will assume all duties that accompany that position as well as oversee the Fire Department Training Program, and the Fire Education Program.

Respectfully Submitted,

Jeffrey Boyajian

Fire Chief



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

September 26, 2022

To: Mayor Walik and the Members of the Village Board

From: Chief Jeffrey Boyajian

RE: Promotion of Michael Weber to Lieutenant

Honorable Mayor and Village Board Members;

I would ask that you concur with my appointment of Firefighter Michael Weber to the rank of Lieutenant, effective this date October 1, 2022. Lieutenant Weber will assume all duties that accompany that position as well as assisting Deputy Chief Silvera with the Fire Inspection program.

Respectfully Submitted,

Jeffrey Boyajian

Fire Chief

ORDINANCE NO. 2022-17

AN ORDINANCE AUTHORIZING AND APPROVING A FOURTH AMENDMENT TO THE EXISTING LEASE AGREEMENT WITH T-MOBILE USA TOWER LLC 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, T-Mobile USA Tower LLC d/b/a Crown Castle ("Crown Castle") currently leases a certain portion of Village owned-property located at 6419 W. 43rd Street (the "Property") pursuant to an existing site lease (the "Site Lease"); and

WHEREAS, Md7 Capital Three, LLC ("Md7") is currently the Landlord under the Lease, as more fully set forth in the "Assignment and Assumption of Lease" recorded on January 19, 2011, as Document No. 1101933005 in the Official Records; and

WHEREAS, Md7 and Crown Castle have informed the Village of their collective desire to lease an additional three-hundred square feet (300 sq. ft.) of the Village's property next to the existing cell tower in order to place some equipment at the Property and likewise, they presented the Village with the Fourth Amendment to Site Lease and related documents (the "Agreements"), attached hereto and incorporated herein as Group Exhibit A; 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 agreements with substantially the same terms as the terms of the Agreements; 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 Agreements as presented 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 Agreements in accordance with their 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 designee to execute the Agreements 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 Agreements 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.

(THE 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

FOURTH AMENDMENT TO SITE LEASE

THIS FOURTH AMENDMENT TO SITE LEASE (the "Fourth Amendment") is made effective this ____ day of _____, 2022 ("Effective Date"), by and among VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality (hereinafter referred to as "Owner" and sometimes "Original Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Owner and VoiceStream GSM I Operating Company, LLC ("Original Tenant") entered into a Site Lease dated August 27, 2003, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on December 16, 2003 at Document No. 0335015017 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Owner's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Site Lease dated December 10, 2010 ("First Amendment"), by that certain Second Amendment to Site Lease dated July 10, 2015, a memorandum of which was recorded in the Official Records on July 16, 2015 at Document No. 1519708557 ("Second Amendment"), and by that certain Third Amendment to Site Lease dated May 6, 2016, a memorandum of which was recorded in the Official Records on August 1, 2016 at Document No. 1621455114 ("Third Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, Md7 Capital Three, LLC was assigned certain rights and interests of Landlord under the Lease, as more fully set forth in the Assignment and Assumption of Lease recorded on January 19, 2011 at Document No. 1101933005 in the Official Records; and

WHEREAS, T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on November 1, 2003 and expired on October 31, 2008. The Lease, as amended, provides for multiple lease term extensions, with the final extension expiring on December 9, 2050; and

WHEREAS, Owner and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

- 1. <u>Recitals: Defined Terms.</u> The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. All references in the Lease to the capitalized term "TMO" shall be replaced with "Tenant".
- 2. Second Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a three hundred (300) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "Second Additional Lease Area"). The Premises, as expanded, is described on Exhibit A-2 attached hereto. Notwithstanding anything to the contrary in this Fourth Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Fourth Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.
- 3. <u>Second Additional Rent</u>. In consideration of the lease of the Second Additional Lease Area, Tenant shall pay to Owner the amount of Seven Hundred and 00/100 Dollars (\$700.00) per month ("Second Additional Rent"), beginning upon the commencement of installation of improvements within the Second Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Lease; or (ii) the "Return of the Second Additional Lease Area" as set forth below. The Second Additional Rent shall be due and payable concurrently with the monthly Rent set forth in the Lease, as amended, for so long as such Second Additional Rent is payable to Owner as set forth herein.
- 4. Right to Return the Second Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Owner, in its sole and absolute discretion, to return the Second Additional Lease Area to the Owner and to terminate the lease of the same by removing all improvements from the Second Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the Second Additional Lease Area"). Effective upon removal of all improvements from the Second Additional Lease Area, the Second Additional Rent shall cease and will no longer be due or payable.
- 5. <u>Representations. Warranties and Covenants of Owner.</u> Owner represents, warrants and covenants to Tenant as follows:
- a) Owner is duly authorized to and has the full power and authority to enter into this Fourth Amendment and to perform all of Owner's obligations under the Lease as amended hereby.
- b) Tenant is not currently in default under the Lease, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

- c) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.
- d) Owner acknowledges that the Premises, as defined, shall include any portion of Owner's Property on which communications facilities or other Tenant improvements exist on the date of this Fourth Amendment.
- 6. <u>Notices</u>. Tenant's notice address as stated in Section 6 of the Second Amendment is amended as follows:

If to Tenant:
T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:
T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

- 7. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Owner's Property is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.
- 8. <u>Counterparts</u>. This Fourth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.
- 9. <u>Remainder of Lease Unaffected</u>. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Fourth Amendment is hereby amended to be consistent.
- 10. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Fourth Amendment in the Official Records at any time following the execution of this Fourth Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Owner's or Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Fourth Amendment.

[Signature pages follow]

Owner, and Tenant have caused this Fourth Amendment to be duly executed on the day and year first written above.

By:	
Print Name:	
Title:	

[Tenant Execution Page Follows]

Site Name: Stickney Public Works Business Unit #: 828245 This Fourth Amendment is executed by Tenant as of the date first written above.

TENANT:

T-MOBILE USA TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited

liability company
Its: Attorney In Fact

By:	
Print Name:	
Title:	

Exhibit A-1 (The Second Additional Lease Area – referred to as "Additional Tower Area" in Exhibit B)

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 300 SQUARE FEET (0.007 ACRES), MORE OR LESS.

Site Name: Stickney Public Works Business Unit #: 828245

Exhibit A-2 (The Premises, as expanded)

TOWER LEASE

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 40.00 FEET; THENCE NORTH 1°51'09" WEST, 3.75 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 8.25 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET (0.034 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

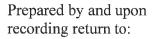
THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 8.25 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°31'10" WEST, 18.56 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 43RD STREET; THENCE NORTH 88°28'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 52.95 FEET; THENCE SOUTH 1°31'10" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 810 SQUARE FEET (0.019 ACRES), MORE OR LESS.

Exhibit B (Site Plan)

[see attached]

Site Name: Stickney Public Works Business Unit #: 828245



Weiss Brown, PLLC 6263 N. Scottsdale Rd., Suite 340 Scottsdale, AZ 85250

PIN: 19-06-401-007-0000 19-06-401-008-0000

Above Space for Recorder's Use Only

MEMORANDUM OF FOURTH AMENDMENT TO SITE LEASE

This Memorandum of Fourth Amendment to Site Lease is made effective this _____ day of _____, 2022 by and among VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality, with a mailing address of 6533 W. Pershing Road, Attn Village President, Stickney, IL 60402 (hereinafter referred to as "Owner" and sometimes "Original Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

- 1. Owner and VoiceStream GSM I Operating Company, LLC ("Original Tenant") entered into a Site Lease dated August 27, 2003, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on December 16, 2003 at Document No. 0335015017 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.
- 2. The Original Lease was amended by that certain First Amendment to Site Lease dated December 10, 2010 ("First Amendment"), by that certain Second Amendment to Site Lease dated July 10, 2015, a memorandum of which was recorded in the Official Records on July 16, 2015 at Document No. 1519708557 ("Second Amendment"), and by that certain Third Amendment to Site Lease dated May 6, 2016, a memorandum of which was recorded in the

Site Name: Stickney Public Works Business Unit #: 828245 Official Records on August 1, 2016 at Document No. 1621455114 ("Third Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease").

- 3. Md7 Capital Three, LLC was assigned certain rights and interests of Landlord under the Lease, as more fully set forth in the Assignment and Assumption of Lease recorded on January 19, 2011 at Document No. 1101933005 in the Official Records.
- 4. T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.
- 5. The Lease had an initial term that commenced on November 1, 2003 and expired on October 31, 2008. The Lease, as amended, provides for multiple lease term extensions, with the final extension expiring on December 9, 2050.
- 6. Owner and Tenant have entered into a Fourth Amendment to Site Lease (the "Fourth Amendment"), of which this is a Memorandum, wherein the Premises was expanded by an additional area of three hundred (300) square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.
- 7. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.
 - 8. This Memorandum does not contain the social security number of any person.
 - 9. A copy of the Fourth Amendment is on file with Owner and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Owner and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

	OWNER : VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality
	$\mathbf{p}_{\mathbf{v}}$.
	By:Print Name:
	Title:
STATE OF)
STATE OF)ss.)
and for said State and County, personal	2022, before me, the subscriber, a Notary Public in
identified to me to be the person who Fourth Amendment to Site Lease, and son behalf of said municipality to execut	of VILLAGE OF STICKNEY, ILLINOIS, known or use name is subscribed to the foregoing Memorandum of the form of law acknowledged that he/she is authorized the all documents pertaining hereto and acknowledged to mean revoluntary act and deed on behalf of said municipality.
IN TESTIMONY WHEREOI State and County on the day and year la	F, I have hereunto set my hand and affixed my seal in said ast above written.
Notary Seal	
	(Signature of Notary)
	My Commission Expires:
	I IVIV COMBRESSION EXDITES:

	TENANT: T-MOBILE USA TOWER LLC, a Delaware limited liability company
	By: CCTMO LLC, a Delaware limited liability company Its: Attorney In Fact
	By:
	Print Name:
	Title:
STATE OF)
COUNTY OF)ss.)
On this day of and for said State and County, personall	2022, before me, the subscriber, a Notary Public in y appeared, the CCTMO LLC, known or identified to me to be the person
whose name is subscribed to the foregoing in due form of law acknowledged that h	ng Memorandum of Fourth Amendment to Site Lease, and ne/she is authorized on behalf of said company to execute nowledged to me that he/she executed the same as his/her
IN TESTIMONY WHEREOF State and County on the day and year la	, I have hereunto set my hand and affixed my seal in said st above written.
Notary Seal	
	(Signature of Notary)
	My Commission Expires:

EXHIBIT A (Legal Description of Premises, as expanded)

TOWER LEASE

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 40.00 FEET; THENCE NORTH 1°51'09" WEST, 3.75 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 8.25 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET (0.034 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 8.25 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°31'10" WEST, 18.56 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 43RD STREET; THENCE NORTH 88°28'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 52.95 FEET; THENCE SOUTH 1°31'10" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 810 SQUARE FEET (0.019 ACRES), MORE OR LESS.

EXHIBIT B (Legal Description of Landlord's Property)

An interest in land, said interest being over a portion of the following described parent parcel:

Tract 1

The North 380.00 feet of the West 312.00 feet of the East 550.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

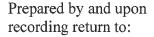
Tract 2

The North 380.00 feet of the East 238.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID No.: 19064010080000 and 19064010070000 Common Address: 6419 W 43rd St., Berwyn, Illinois 60402

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 1, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184506 in Cook County, Illinois.

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 2, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184507 in Cook County, Illinois.



Weiss Brown, PLLC 6263 N. Scottsdale Rd., Suite 340 Scottsdale, AZ 85250

PIN: 19-06-401-007-0000 19-06-401-008-0000

Above Space for Recorder's Use Only

MEMORANDUM OF FOURTH AMENDMENT TO SITE LEASE

This Memorandum of Fourth Amendment to Site Lease is made effective this _____ day of _____, 2022 by and among VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality, with a mailing address of 6533 W. Pershing Road, Attn Village President, Stickney, IL 60402 (hereinafter referred to as "Owner" and sometimes "Original Landlord") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

- 1. Owner and VoiceStream GSM I Operating Company, LLC ("Original Tenant") entered into a Site Lease dated August 27, 2003, a memorandum of which was recorded in the official records of Cook County, Illinois ("Official Records") on December 16, 2003 at Document No. 0335015017 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Cook County, Illinois from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.
- 2. The Original Lease was amended by that certain First Amendment to Site Lease dated December 10, 2010 ("First Amendment"), by that certain Second Amendment to Site Lease dated July 10, 2015, a memorandum of which was recorded in the Official Records on July 16, 2015 at Document No. 1519708557 ("Second Amendment"), and by that certain Third Amendment to Site Lease dated May 6, 2016, a memorandum of which was recorded in the

Site Name: Stickney Public Works Business Unit #: 828245 Official Records on August 1, 2016 at Document No. 1621455114 ("Third Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease").

- 3. Md7 Capital Three, LLC was assigned certain rights and interests of Landlord under the Lease, as more fully set forth in the Assignment and Assumption of Lease recorded on January 19, 2011 at Document No. 1101933005 in the Official Records.
- 4. T-Mobile USA Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.
- 5. The Lease had an initial term that commenced on November 1, 2003 and expired on October 31, 2008. The Lease, as amended, provides for multiple lease term extensions, with the final extension expiring on December 9, 2050.
- 6. Owner and Tenant have entered into a Fourth Amendment to Site Lease (the "Fourth Amendment"), of which this is a Memorandum, wherein the Premises was expanded by an additional area of three hundred (300) square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as <u>Exhibit A</u>.
- 7. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.
 - 8. This Memorandum does not contain the social security number of any person.
 - 9. A copy of the Fourth Amendment is on file with Owner and Tenant.

[Execution Pages Follow]

Site Name: Stickney Public Works Business Unit #: 828245 **IN WITNESS WHEREOF**, hereunto and to duplicates hereof, Owner and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

	OWNER: VILLAGE OF STICKNEY, ILLINOIS, an Illinois municipality
	By:Print Name:
	Title:
STATE OF))ss.)
On this day of and for said State and County, persona	2022, before me, the subscriber, a Notary Public in lly appeared, the of VILLAGE OF STICKNEY, ILLINOIS, known or
dentified to me to be the person who Fourth Amendment to Site Lease, and on behalf of said municipality to execu	ose name is subscribed to the foregoing Memorandum of in due form of law acknowledged that he/she is authorized te all documents pertaining hereto and acknowledged to me or voluntary act and deed on behalf of said municipality.
IN TESTIMONY WHEREO State and County on the day and year l	F , I have hereunto set my hand and affixed my seal in said ast above written.
Notary Seal	
	(Signature of Notary)
	My Commission Expires

	TENANT: T-MOBILE USA TOWER LLC, a Delaware limited liability company
	By: CCTMO LLC, a Delaware limited liability company Its: Attorney In Fact
	By:
	Print Name: Title:
STATE OF)
COUNTY OF)ss.)
On this day of and for said State and County, personally of whose name is subscribed to the foregoin in due form of law acknowledged that he all documents pertaining hereto and acknowledged that he voluntary act and deed on behalf of said	2022, before me, the subscriber, a Notary Public in appeared, the CCTMO LLC, known or identified to me to be the person ag Memorandum of Fourth Amendment to Site Lease, and e/she is authorized on behalf of said company to execute nowledged to me that he/she executed the same as his/her
State and County on the day and year las	· · · · · · · · · · · · · · · · · · ·
Notary Seal	(Signature of Notary)
	My Commission Expires:

Site Name: Stickney Public Works Business Unit #: 828245

EXHIBIT A (Legal Description of Premises, as expanded)

TOWER LEASE

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 15.00 FEET; THENCE SOUTH 88°08'51" WEST, 40.00 FEET; THENCE NORTH 1°51'09" WEST, 3.75 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 18.00 FEET; THENCE NORTH 88°08'51" EAST, 33.00 FEET; THENCE NORTH 1°51'09" WEST, 8.25 FEET; THENCE NORTH 88°08'51" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,494 SQUARE FEET (0.034 ACRES), MORE OR LESS.

ACCESS & UTILITY EASEMENT

THAT PART OF THE NORTH 380 FEET OF THE EAST 550 FEET OF LOT 20 IN NICKERSON'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1874 AS DOCUMENT 169789, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20, ALSO BEING THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 88°28'50" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 249.10 FEET; THENCE SOUTH 1°31'10" EAST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°08'51" WEST, 20.00 FEET; THENCE SOUTH 1°51'09" EAST, 8.25 FEET; THENCE SOUTH 88°08'51" WEST, 33.00 FEET; THENCE NORTH 1°31'10" WEST, 18.56 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 43RD STREET; THENCE NORTH 88°28'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 52.95 FEET; THENCE SOUTH 1°31'10" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 810 SQUARE FEET (0.019 ACRES), MORE OR LESS.

Site Name: Stickney Public Works Business Unit #: 828245

EXHIBIT B (Legal Description of Landlord's Property)

An interest in land, said interest being over a portion of the following described parent parcel:

Tract 1

The North 380.00 feet of the West 312.00 feet of the East 550.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2

The North 380.00 feet of the East 238.00 feet of Lot 20 in Nickerson's subdivision, being a subdivision of the East Half of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel ID No.: 19064010080000 and 19064010070000 Common Address: 6419 W 43rd St., Berwyn, Illinois 60402

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 1, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184506 in Cook County, Illinois.

This being the same property conveyed to The Village of Stickney, Illinois, an Illinois municipal corporation, as to Tract 2, from Commonwealth Edison Company, an Illinois corporation in a Quitclaim Deed dated February 21, 2001 and recorded March 8, 2001 as Instrument No. 0010184507 in Cook County, Illinois.

RESOLUTION NO. <u>17</u>-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

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

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

WHEREAS, the Village Police Department (the "Department") is responsible for protecting the rights, welfare and property of Village residents, preventing crime and ensuring the safety of individuals residing in and visiting the Village; and

WHEREAS, to ensure the proper execution of their duties, it is necessary for members of the Department to be equipped with certain hardware, software and accessories, including but not limited to, in-car cameras, body worn cameras, and tasers and related training (the "Equipment and Services"); and

WHEREAS, the Village received a proposal (the "Proposal") from Axon Enterprise, Inc. ("Axon") to provide the Equipment and Services, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department has the necessary funds in its budget to purchase the Equipment and Services in accordance with the terms of the Proposal; and

WHEREAS, in connection with the foregoing, 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 and in the best interests of the Village and its residents to authorize, approve, and ratify the Proposal for the purchase of the Equipment and Services; 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 execute the Proposal whereby Axon will provide the Equipment and 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 Proposal 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 Proposal 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 Proposal 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 purchase of the Equipment and 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 _	, 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

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
international: +1.800.978.2737

1551,641, 09/20/2022	Quote Expiration: 09/30/2022	hated Contract Start Date: 12/15/2022	Account Number 205391
	1	ESI	

Q-386593-44824.909MM

Payment Terms: N30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE DRIMARY	Matthew Moore James Sassetti Phone: (480) 905-2068 Fax: (480) 905-2068 Fax: (708) 749-2742
BILLTO	Stickney Police Dept IL 6533 Pershing Rd Stickney, IL 60402-4048 USA Email:
0	Business, Delivery, Invoice-6533 Pershing Rd 6533 Pershing Rd Stickney, IL 60402-4048 USA

Payment Summary

Total	\$78,872.72	\$59,246.58	\$59,246.58	\$315,859.04
Tax	00.08	80.00	00.08	00.0\$
Subtotal	\$78,872.72	\$59,246.58	\$59,246.58 \$59,246.58	315,859.04
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	- London			
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Date	Nov 2022	Nov 2024	Nov 2025 Nov 2026	Total

\$453,998.79 \$315,859.04

Quote List Price: Quote Subtotal:

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Total	\$5,439.90 \$3,670.32 \$15,297.30 \$6,554.10 \$4,617.04 \$31,460.10 \$11,797.50 \$11,737.99 \$17,337.99 \$4,786.00	\$1,573.20 \$509.91 \$43.80 \$0.00 \$0.00 \$4,354.88	\$1,840.50 \$6,554.10 \$2,553.30 \$1,097.40 \$1,097.40 \$1,702.20 \$1,702.20 \$1,702.20 \$1,702.20
Tax	00 00 00 00 00 00 00 00 00 00 00 00 00	00 00 00 00 00 00 00 00 00 00 00 00 00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Subtotal	\$5,439.90 \$3,670.32 \$15,297.30 \$51,122.40 \$6,554.10 \$4,617.04 \$31,460.10 \$11,797.50 \$17,337.99 \$4,786.00	\$1,573.20 \$509.91 \$43.80 \$15,271.20 \$0.00 \$0.00 \$0.00 \$4,354.88	\$1,840.50 \$6,554.10 \$2,553.30 \$2,553.30 \$37,965.60 \$1,097.40 \$1,097.40 \$1,702.20 \$1,702.20 \$1,702.20 \$1,702.20
Net Price	\$181.33 \$917.58 \$509.91 \$1,704.08 \$1,164.26 \$1,048.67 \$393.25 \$539.63 \$559.29 \$51,196.50 \$0.00	\$17.48 \$509.91 \$0.00 \$0.00 \$0.00 \$0.00 \$1.088.72	\$61.35 \$218.47 \$28.37 \$1,265.52 \$36.58 \$218.47 \$1,318.11 \$28.37 \$28.37 \$28.37
List Price	\$1,249,00 \$1,260,00 \$770,20 \$300,00 \$1,440,00 \$741,00 \$766,00 \$1,643,00 \$1,643,00	\$24.00 \$700.20 \$1.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$54.24 \$300.00 \$38.95 \$1,810.00 \$50.23 \$50.23 \$300.00 \$1,810.00 \$38.95 \$38.95 \$38.95
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Тет	60m 60m 60m 60m	60m 60m	60m
Description	SIGNAL SIDEARM KIT EXT WARRANTY, MULTI-BAY DOCK (TAP) EXT WARRANTY, CAMERA (TAP) PROFESSIONAL EVIDENCE, COM LICENSE RESPOND DEVICE LICENSE MULTI-BAY BWC DOCK 1ST REFRESH EVIDENCE, COM UNLIMITED AXON DEVICE STORAGE AUTO TAGGING LICENSE AXON CAMERA REFRESH ONE AXON CAMERA REFRESH TWO MULTI-BAY BWC DOCK ZND REFRESH AUTO TAGGING / PERFORMANCE IMPLEMENTATION SFRVICE	10 GB EVIDENCE.COM A-LA-CART STORAGE- EXT WARRANTY, CAMERA (TAP) BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK USB-C to USB-A CABLE FOR AB3 OR FLEX 2 AXON BODY 3 - 8 BAY DOCK NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND TASER 7 EVIDENCE.COM LICENSE TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS
Item	75015 80465 80464 73746 73746 73886 73886 73886 73898 7889	73683 80464 71044 73202 71026 11534 74210	20062 20248 22175 22176 22179 22181 20008 20008 20175 22175 22175 22175 22175

Total	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$2,374.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$3,277.20	\$31.97	\$7.61	\$115.03	\$57.52	\$7,044.00	\$234.80 \$565.20		\$125.00	\$300.00	\$1,000.00	\$180.00	\$180.00	\$373.80	\$14.50	\$8.06	\$45.50	
<u> </u>	20.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	80.00	8.8.8) }	\$0.00	80.00	20.00	00.00	\$0.00	80.00	\$0.00	\$0.00	\$0.00	Q-386593-44824.909MM
Subtofal	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$2,374.20	\$1,702.20	\$1,702.20	\$1,702.20	\$1,702.20	\$3,277.20	\$31.97	\$7.61	\$115.03	\$57.52	\$7,044.00	\$565.20		\$125.00	\$300.00	\$1,000.00	\$180.00	\$180.00	\$373.80	\$14.50	\$8.06	\$45.50	
Net Price	\$28.37	\$28.37	\$28.37	\$28.37	\$28.37	\$28.37	\$65.95	\$28.37	\$28.37	\$28.37	\$28.37	\$109.24	\$31.97	\$7.61	\$115.03	\$57.52	\$234.80	\$15.70		\$62.50	\$75.00	\$500.00	\$30.00	\$45.00	\$186.90	\$7.25	\$4.03	\$22.75	
List Price	\$38.95	\$38,95	\$38.95	\$38.95	\$38.95	\$38.95	\$90.56	\$38.95	\$38.95	\$38.95	\$38.95	\$150.00	\$43.90	\$10.45	\$157.95	\$78.98	\$322.42	\$21,56		\$125.00	\$150.00	\$1,000.00	\$90.00	\$90.00	\$373.80	\$337.80	\$187.80	\$1,060.00	
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Description	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS	TASER 7 BATTERY PACK, TACTICAL	STANDOFF NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE TASER 7 6-BAY DOCK AND CORE	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	EXT WARRANTY, TASER 7 HANDLE	EXT WARRANTY, TASER 7 BATTERY PACK EXT WARRANTY, TASER 7 SIX BAY DOCK	Transference Colores	AXON VR TACTICAL BAG VR-ENABLED (2) OCK 19 CONTROLLER	HTC FOCUS 3 WRIST TRACKER	SAMSUNG S74 TABLET FOR VR SIMULATOR	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12- DEGREE)	AXON VR CONTROLLER KIT - WARRANTY TAP BUNDLE	HTC FOCUS 3 VR HEADSET - WARRANTY	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	VIRTUAL REALITY TABLET REFRESH ONE	174.5
Item	22175	22176	22176	22176	22176	22176	20018	22177	22177	22178	22178	20246	70033	71019	80087	80090	80395	80374	VR Controller Kit	100126	100186	20296	22196	22197	VR HARDWARE TA		100213	100210	Page 3

Total	\$4,680.00	\$21,632.40 \$1,800.00 \$1,800.00 \$0.00 \$0.00 \$0.00
X X	00.08	000000000000000000000000000000000000000
Subtotal	\$4,680.00	\$21,632,40 \$0.00 \$1,800,00 \$0.00 \$0.00 \$0.00
Net Price	\$2,340.00	\$721.08 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
List Price	\$2,340,00	\$1,050,00 \$789.75 \$1,800.00 \$2,750.00 \$2,000,00
8	0 0	8-2-1-
Tem	60m 2 60m 6	60m 30
Description undle	PROFESSIONAL EVIDENCE.COM LICENSE 10 GB EVIDENCE.COM A-LA-CART STORAGE. 15	FULL VR TASER 7 ADD-ON USER ACCESS HOOK-AND-LOOP TRAINING (HALT) SUIT HTC FOCUS 3 VR HEADSET CEW STARTER AXON STARTER VR 1-DAY SERVICE
Item De Pro License Bundle	73683 73683 Individual (tems	20370 20050 20378 85147 85144 20379

Delivery Schedule

QTY Estimat	VIRTUAL REALITY HEADSET REFRESH ONE TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LIVE C	Description QTY Estimated Start Date Estimated End Date TASER 7 EVIDENCE.COM LICENSE 30 12/15/2022 12/14/2027 RESPOND DEVICE LICENSE 30 12/15/2022 12/14/2027 AUTO TAGGING LICENSE 30 12/15/2022 12/14/2027 AUTO TAGGING LICENSE 30 12/15/2022 12/14/2027 10 GB EVIDENCE.COM LICENSE 30 12/15/2022 12/14/2027 PROFESSIONAL EVIDENCE.COM LICENSE 6 12/15/2022 12/14/2027 PROFESSIONAL EVIDENCE.COM LICENSE 6 12/15/2022 12/14/2027 PROFESSIONAL EVIDENCE.COM LICENSE 2 12/14/2027 PROFESSIONAL EVIDENCE.COM LICENSE 2 12/14/2027 PROFESSIONAL EVIDENCE.COM LICENSE 2 12/15/2022 PROFESSIONAL EVIDENCE.COM LICENSE 30 12/15/2022 PROFESSIONAL EVIDENCE.COM LICENSE 2 12/14/2027 FULL VR TASER 7 ADD-ON USER ACCESS 30 12/15/2022	Description AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE VR 1-DAY SERVICE AXON STARTER CEW STARTER	Description QTY Estimated Start Date Estimated End Date EXT WARRANTY, CAMERA (TAP) 30 12/15/2022 12/14/2027 EXT WARRANTY, CAMERA (TAP) 1 12/15/2022 12/14/2027 EXT WARRANTY, MULTI-BAY DOCK (TAP) 4 12/15/2022 12/14/2027 AXON VR CONTROLLER KIT - WARRANTY 2 12/15/2022 12/14/2027 HTC FOCUS 3 VR HEADSET - WARRANTY 2 12/15/2022 12/14/2027 VIRTUAL REALITY TABLET - HARDWARE WARRANTY 2 12/15/2022 12/14/2027 VIRTUAL REALITY TABLET - HARDWARE WARRANTY 36 11/15/2023 12/14/2027
ttem	20373 22/175 22/175 22/176 73310 73688	10246 20248 20248 73449 73682 73683 73746 73746 73746 73746	T8999 20379 85144 85147	80464 80464 80465 100198 100197 100213
Hardware Bundle	VR HARDWARE TAP BUNDLE 2021 Core+ 2021 Core+ 2021 Core+ 2021 Core+ 2021 Core+ 2021 Core+	Software Bundle 2021 Core+ Pro License Bundle Pro License Bundle A la Carte	Services Bundle 2021 Core+ A la Carte A la Carte A la Carte	Warranties Bundie 2021 Core+ 2021 Core+ 2021 Core+ VR Controller Kit VR HARDWARE TAP BUNDLE VR HARDWARE TAP BUNDLE

	Total		\$25.00	\$60.00	200	95.75.6	0/4/0	29.10	\$162	67 Eng 49	21,080,76	\$263.63	\$474.84	0000	00.00	\$368.10	\$655.44	61 240 00	20.016,10	Z43.73	\$200.00	\$12.00	6450 00	00000	34,320,48	\$16.38	\$360,00	80.00	\$510 BB	27 0700	45.040	4.04	\$340.44	\$340.44	\$340,44	\$510.66	\$340 44	6340 AA	£340 44	6240 44	40.00	40.40	\$340.4	\$340.44	\$340.44	\$340.44	\$240 A8	6540 40	00000	930.00	\$36.00	26.41	\$1.53	WM	
	Tay		00.00	80.00	00 08	00 00	20.00	20.00	\$0.00	60 00	20.00	20.00	\$0.00	60.00		20.00	\$0.00	CO 03	200	20.00	\$0.00	20.00	00 00	000	20.00	80.08	\$0.00	20.00	00 05	200	00.00	00.00	20.00	80.0	\$0.00	80.00	20.00		00.00	8000	200	00.00	3	\$0.00	\$0.00	20.00	9	6000		\$0.00 \$0.00	20.00	20.00	\$0.00	Q-386593-44824,909MM	
1	Subtotal	The state of	225.00	\$60.00	\$2.90	67 A 76	07:40	20.10	\$1.62	\$7 503 19	A1.000.16	\$263.63	\$474.84	00 08	0	\$368.TU	\$655.44	£1 210 82	30.01 O. 1	しつする	\$200.00	\$12.00	\$150.00	07 300 70	94,320,46	\$16.38	\$360.00	\$0.00	\$510.66	CON AA	44.0404	4.040	\$340.44	\$340.44	\$340.44	\$510,66	\$340.44	\$340 44	\$340 44	6340 44	6540 AA	47.04.0	45.045	\$340.44	\$340,44	\$340.44	821028	\$210 A8	698.00	00,00	00.00	40.41	F1.53	Ġ	
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	Description	AYON VE TACTICAL BAC		HIC FOLUS SWISH I KACKER	HTC FOCUS 3 VR HEADSET - WARRANTY	AXON VR CONTROL I FR KIT - WARRANTY		VINITAL NEALLY TABLES RETRESH ONE	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	TASER 7 HANDLE YLW HIGH VISIBILITY (GREEN LASER) CLASS 30	TACED 7 LANDIE VIN LICE (ACIDIE TV ACCES) A ACIDIA	ULC, ILW, FIGHT VISIBILITY (GREEN LASER),		HOOK-AND-LOOP TRAINING (HALT) SUIT	TASED 7 DOI STED BI ACKLANIK DIGHT LIAND	TASEN I HOLS IEN - BLACKHAWK, NIGHT HAND	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	TASER 7 EVIDENCE COM LICENSE	TARED 7 EVIDENCE COM - CENRE			SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	VR-ENABLED GLOCK 19 CONTROLLER			VIKTUAL KEALITY HEAUSET KETKESH ONE	HTC FOCUS 3 VR HEADSET	VR 1-DAY SERVICE	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 IVE CAPTRIDGE STANDOFF (3 S.DECREE) NO	TAGED 71 N/C CADTOINCE CTANIONCE /3 & DECORETING	TACED TO TACHETE TOURIST OF THE TACE OF TH	TACES / LIVE CARTINGEL OF ANDOTT (3.5-DEGREE) NO				TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS						DATE DOCK AND THE PARTY OF THE	IASER / HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12.DEGREE) NS		TAKER 7 VR CARTRING CLOSE ALIADTERS (49 RECEE)	MAIL MOUNT DOACHET ARRY ENTRY CONTROL	MODEL MICH DISACRET, 2001, EVIDENCE COM DOOR	NOR IT AMER POWER CORD FOR ABS 8-BAY, ABY 1-BAY / 6-BAY DOCK		
	Item	100136	000100	001001	100197	100198	100010	017001	100213	20008	20008	20002	20018	20050	20062	70007	20246	20248	20248	200000	20286	20297	20298	20370	0.000	20373	20378	20379	22175	22175	27.75	20175	27172	6/177	22175	22176	22176	22176	22176	22176	2217R	72.4CC	11177	22.17	22178	22178	22179	22181	22196	22197	70033	74040	8121		
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\$3.45.69 \$3.45.69 \$1.310.82 \$2.389.50 \$6.282.02 \$27.84.64 \$11.52 \$11.087.98 \$10.00 \$	\$0.00	\$15,271.20	\$4,354.88	\$0.00 \$78,872.72
20000000000000000000000000000000000000	\$0.00	\$0.00	\$0.00	\$0.00
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Description BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK AXON CAMERA REFRESH ONE AXON CAMERA REFRESH TWO RESPOND DEVICE LICENSE 4UTO TAGGING LICENSE 10 GB EVIDENCE.COM A-LA-CART STORAGE 10 GB EVIDENCE.COM A-LA-CART STORAGE 10 GB EVIDENCE.COM A-LA-CART STORAGE EVIDENCE.COM ULLIMITED AXON DEVICE STORAGE MULTI-BAY BWC DOCK 2ND REFRESH WULTI-BAY BWC DOCK 1ST REFRESH MULTI-BAY BWC DOCK 1ST REFRESH PROFESSIONAL EVIDENCE.COM LICENSE 1 ASER 7 6-BAY DOCK AND CORE SIGNAL SIDEARM KIT AUTO TAGGING PREFORMANCE IMPLEMENTATION SERVICE 1 TASER 7 7 BAY DOCK AND CORE SIGNAL SIDEARM KIT AUTO TAGGING PREFORMANCE IMPLEMENTATION SERVICE 1 TASER 7 7 RARGET. CONDUCTIVE, PROFESSIONAL (RUGGEDIZE) 1 TASER 7 1 RARGET REFROMME EXT WARRANTY, TASER 7 BATTERY PACK EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, CAMERA (TAP)	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	AXON BODY 3 - 8 BAY DOCK AB3 Camera Bundle	AB3 Multi Bay Dock Bundle
	71019	73202 73202	74210 AB3C	АВЗМВО
Nov 2022 Invoice Plan Vear 1 Vea	AB3 Hardware - Upfront Payment AB3 Hardware - Upfront Payment	AB3 Hardware - Upfront Payment AB3 Hardware - Upfront Payment	AB3 Hardware - Upfront Payment AB3 Hardware - Upfront Payment	AB3 Hardware - Upfront Payment Total

Total	\$25.00	\$2.90	\$74.76	\$1.61	\$7,593.12	\$263.62	\$0.00	\$368.10	\$655.44	\$1,310.82	\$43.69	\$200.00	645000	\$4 326 48	\$16.39	\$360.00	\$0.00	\$510.66	\$340.44	\$340.44	\$340.44	\$340.44	\$510.66	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$219.48	\$35.00 \$35.00	\$36.00	\$6.39	\$1.52	20.70	53,45,71	\$1,310.82	MM
Tax	80.00	20.00	\$0.00	20.00	\$0.00	20.00	00.05	\$0.00	\$0.00	\$0.00	20.00	00.00	0000	80.00	80.00	20.00	\$0.00	20.00	0000	\$0.00	\$0.00	\$0.00	2000	00.00	\$0.00	\$0.00	20.00	8	\$0.00	20.00	20.00	0000	\$0.00	\$0.00	00.00	20.00	00.05	\$0.00	Q-386593-44824.909MM
Subtotal	\$25.00	\$2.90	\$74.76	\$1.61	\$7,593.12	\$263.62	2000	\$368.10	\$655.44	\$1,310.82	\$43.69	\$200.00	\$150.00	\$4,326.48	\$16.39	\$360.00	\$0.00	\$510.66	\$340.44 \$340.44	\$340.44	\$340,44	\$340.44	\$210.66	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	\$219.48	836.00	\$36.00	\$6.39	\$1.52	40.70	\$3.467.60	\$1,310.82	•
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Description	AXON VR TACTICAL BAG HTC FOCUS 3 WRIST TRACKER	HTC FOCUS 3 VR HEADSET - WARRANTY	AXON VR CONTROLLER KIT - WARRANTY	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	TAGED 7 DATTEDY DADY TAGED VISIBILITY (GREEN LAGER), CLASS 3K	HOOK-AND-LOOP TRAINING (HALT) SUIT	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	TASER 7 EVIDENCE COM LICENSE	SAME ING STATED ET END VO SIMILIATOD	SAMSLING S7+ TABLET CASE FOR VR SIMILI ATOR	GLOCK 19 CONTROLLER	FULL VR TASER 7 ADD-ON USER ACCESS		HTC FOCUS 3 VR HEADSET		TASED 7 INFOADTBINGE STANDOFF (3.5-DEGREE) NS		TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	TAREN 7 INF DADTOINE CLOSE QUARIERS (12-DEGREE) NO			CARTRIDGE,	TAKED 7 UOOK AND LOOP TON (UALT) CADTOINEE STANDOFF NO	\sim			TASER 7 INERT CARTRIDGE, STANDOFF (35-DEGREE) NS TASER 7 INERT CARTRIDGE, CLOSE OLIABTERS (42-DEGREE) NS	TASER 7 VR CARTRIDGE STANDOFF (3.5-DEGREE)	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)		NORTH AMER POWER CORD FOR ABS 8-BAY, AB2 1-BAY / 6-BAY DOCK BATTEDY SIGNAL SIDEADA COMMINIC FORM	AVON DAMEDA DEFORM ONE STACK	AXON CAMERA REFRESH TWO	RESPOND DEVICE LICENSE	
ltem.	100126	100197	100198	100213	20008	2000	20050	20062	20246	20248	20248	20297	20298	20370	20373	20378	20379	22175	22175	22175	22175	22175	22176	22176	22176	22176	22176	22177	22178	22178	22179	22196	22197	70033	71019	73300	73310	73449	
Nov 2023 Invoice Plan	Year 2 Year 2	Year 2	Year 2	Year 2	Year 2	Voar 2	Year 2	Year 2	Year 2	Year 2	Year 2	Vear 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Vear 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Year 2	Voor	Year 2		Page 9

\$2,359,50 \$314,64 \$0.00 \$6,292.02 \$957.20 \$957.20 \$957.20 \$957.20 \$10,00 \$11,50 \$11,50 \$11,50 \$11,50 \$11,50 \$11,50 \$10,00	\$25.00 \$25.00 \$25.00 \$74.76 \$9.10 \$1.61 \$7.583.12 \$25.00 \$368.10 \$1.310.82 \$474.84 \$0.00 \$13.00 \$12.00 \$15.00 \$12.00 \$12.00 \$15.00 \$12.00 \$13.
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\$2,359.50 \$314.64 \$0.00 \$957.20 \$957.20 \$957.20 \$957.20 \$957.20 \$10.224.48 \$0.00 \$23.01 \$1.04 \$1.150	\$\frac{\text{Subbotal}}{\text{\$55.00}} \text{\$55.00} \text{\$55.00} \text{\$55.00} \text{\$55.00} \text{\$55.00} \text{\$55.00} \text{\$55.00} \text{\$55.44} \text{\$50.00} \text{\$555.44} \text{\$50.00} \text{\$512.00} \$
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Description WRTUAL REALITY HEADSET REFRESH ONE HTG FOCUS 3 VR HEADSET HTG FOCUS 3 VR HEADSET WR 1-DAY SERVICE TASER 7 LINE CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 LINE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, NS TASER 7 HOOK-AND-LOOP AND CORD (15 FREESH) MULTI-BAY BWC DOCK (15 FREFRESH PROFESSIONAL EVIDENCE COM LICENSE 10 GB EVIDENCE COM ALA-CART STORAGE 10 GB EVIDENCE COM ALA-CART STORAGE 10 GB EVIDENCE COM ALA-CART STORAGE 10 GB EVIDENCE COM LICENSE AND TAXER 7 TARGET CONDUCTIVE STORAGE 10 GB EVIDENCE COM LICENSE 10 GB EVIDENCE COM LICENSE 11 AND T	TARGET FRAME, PROFESSIONAL, 27.5 IN, TASER 7 EXT WARRANTY, TASER 7 BATTERY PACK EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, TASER 7 SIX BAY DOCK EXT WARRANTY, TASER 7 SIX BAY DOCK EXT WARRANTY, CAMERA (TAP)
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\$101.98 \$734.06 \$0.00 \$0.00 \$0.00 \$59.246.58	\$25.00 \$25.00 \$25.00 \$1.310.82 \$1.310.82 \$3.40.44 \$3.40.4
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Subtotal \$101.98 \$734.06 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$25.00 \$25.00 \$25.00 \$25.00 \$1.61 \$1.30.00 \$1.30
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Description EXT WARRANTY, CAMERA (TAP) EXT WARRANTY, MULTI-BAY DOCK (TAP) AXON STARTER CEW STARTER 2021 Core BWC 2021 Taser 7 Certification Bundle	Description AXON VR TACTICAL BAG HTC FOCUS 3 WRIST TRACKER HTC FOCUS 3 WRIST TAKEN FERESHOWE WRITUAL REALITY TABLET - HARDWARE WARRANTY AXSER 7 HANDLE "YLW, HIGH VISIBILITY (GREEN LASES), CLASS 3R TASER 7 HANDLE, "YLW, HIGH VISIBILITY (GREEN LASES), CLASS 3R TASER 7 HOLSTER PACK, TACTICAL HOOK.AND-LOOP TRAINING (HALT) SUIT TASER 7 HOLSTER PACK, TACTICAL HOOK.AND-LOOP TRAINING (HALT) SUIT TASER 7 HOLSTER PACK, TACTICAL HOOK.AND-LOOP TRAINING (HALT) SUIT TASER 7 HOLSTER PACK, TACTICAL HOOK.AND-LOOP TRAINING (HALT) SUIT TASER 7 HOLSTER PACK, TACTICAL HOOK.AND-LOOP TRAINING (HALT) SUIT TASER 7 HOLSTER POR VISIBILIATOR SAMSUNG 57+ TABLET FOR VR SIMULATOR WR-LANG 57+ TABLET FOR VR SIMULATOR WR-LANG 57+ TABLET FOR VR SIMULATOR WR-LANG 57+ TABLET CASE FOR VR SIMULATOR WR-LANG 57+ TABLET FOR VR SIMULATOR WR-LANG 58-FORD- WR-LANG 57+ TABLET FOR VR SIMULATOR WR-LANG 58-FORD- WR-LANG 58-
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TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 INEXT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 INEXT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 INEXT CARTRIDGE, STANDOFF (3.5-DEGREE) NS TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE) TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE) TASER 7 VR CARTRIDGE, CLOSE-CUARTERS (12-DEGREE) WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK BATTERY, SIGNAL SIDEARM, CRA33 S-BAY, AB2 1-BAY / 6-BAY DOCK BATTERY, SIGNAL SIDEARM, CRA33 SINGLE PACK AXON CAMERA REFRESH TWO RESPOND DEVICE LICENSE AUTO TAGGING LICENSE AUTO TAGGING LICENSE MULTI-BAY BWC DOCK AND REFRESH MULTI-BAY BWC DOCK AND REFRESH MULTI-BAY BWC DOCK AND CORE SIGNAL SIDEARM KIT ALTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE TASER 7 6-BAY DOCK AND LICENSE SIGNAL SIDEARM KIT ALTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE TASER 7 7-BASER 7 HANDLE EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, TASER 7 HANDLE EXT WARRANTY, CAMERA (TAP) EXT WARRANTY, CAMERA (T	AXON VR TACTICAL BAG HTC FOCUS 3 WRIST TRACKER HTC FOCUS 3 VR HEADSET - WARRANTY AXON VR CONTROLLER KIT - WARRANTY VIRTUAL REALITY TABLET REFRESH ONE VIRTUAL REALITY TABLET - HARDWARE WARRANTY TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R
22178 22178 22181 22181 22181 22181 730033 73310 73449 73682 73682 73683 73683 73683 73683 73683 73684 73684 73684 73684 73684 73686 80396 80396 80396 80464 80464 80464 80464 80464 80464 80465 80464 80465 80464 80464 80464 80464 80464 80464 80464 80464 80464 80464 80465 80464 80466 80464	100126 100136 100197 100210 100213 20008
Year 4 Ye	Nov 2026 Invoice Plan Year 5

	Total	\$263.62	0000	\$368.10	\$655.44	\$1,310.82	\$43.69	\$200.00	\$12.00	\$150.00	\$4,326.48	\$16.39	\$360.00	\$0.00	00.0100	2340,44	6240.44	8340.44	\$340.44	\$510.66	\$340,44	\$340.44	\$340.44	\$340.44	5340.44	\$340.44	\$340.44	\$340.44	\$219.48	\$219.48	\$36.00	\$36.00	\$1.52	\$8.76	\$3,345.71	\$3,467.60	\$1,310.82	\$2,359.50	\$314.64	\$0.00	\$6,292.02	\$923.41	\$10,224.48	MM
ti ye	Lax	20.00	8.00	20.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	20.00	20.00	20.00	20.03	20.00	90.00	90.00	00.00	800	0000	20.00	\$0.00	\$0.00	\$0.00	20.00	00.03	00.00	20.00	\$0.00	\$0.00	\$0.00	20.00	80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	0.00	\$0.00	\$0.00	Q-386593-44824.909MM
1	Subtotal	\$263.62	00 08	\$368.10	\$655.44	\$1,310.82	\$43.69	\$200.00	\$12.00	\$150.00	\$4,326.48	\$16.39	\$300.00 \$0.00	\$0.00	00.01	6940.44	240 44	\$340 44	\$340.44	\$510.66	\$340.44	\$340.44	\$340.44	\$340.44	\$340.44	2340 44	\$340.44	\$340.44	\$219.48	\$219.48	\$36.00	30.00	\$1.52	\$8.76	\$3,345.71	\$3,467.60	\$1,310.82	\$2,359.50	\$314.64	\$0.00	\$0,282.02	\$923.41	\$10,224.48	G
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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement described below.

ACFID

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Date Signed

Signature JAMES SUSSETTI

9/20/2022



INTERGOVERNMENTAL AGREEMENT BETWEEN

THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND

THE VILLAGE OF STICKNEY

2023

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and The Village Stickney (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

ARTICLE I

- 1.01 <u>Background</u>. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq*. (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.
- 1.02 <u>Purpose</u>. To provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) <u>BLS</u> means Basic Life Support billed under CPT Code A0429.
- (d) <u>Base Rate</u> means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2022.
- (e) <u>Covered Ambulance Services or Services</u> means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) <u>Interim Rate</u> means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) <u>Medical Programs</u> means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 et seq.) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 et seq.).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

Page 2 of 5

INTERGOVERNMENTAL TRANSFER

- 2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.
- 2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

- 3.01 <u>Calculation</u>. The Interim Rate will be determined as follows:
 - (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
 - (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.
- 3.02 <u>Reimbursement</u>. The Department shall pay or cause it agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.
- 3.03 <u>Cost Reports</u>. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission for Provider to be eligible for an Interim Rate the next Rate Year.
- Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, considering amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 <u>Term.</u> This Agreement shall commence January 1, 2023, provided Provider's Cost Report was received by the Department on or before October 1, 2022, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 <u>Termination on Notice</u>. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

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- 5.02 <u>Termination for Cause</u>. In the event either Party breaches this Agreement or fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.
- Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

- 6.01 <u>Renewal</u>. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.02 <u>Amendments</u>. This Agreement may be modified or amendment any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- 6.04 <u>Records Retention</u>. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.
- 6.05 <u>No Personal Liability</u>. No member, official, director, employee, or agent of either Party shall be individually or personally liable in connection with this Agreement.
- 6.06 <u>Assignment; Binding Effect</u>. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

Page 4 of 5

- 6.07 <u>Precedence</u>. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 6.08 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
- 6.09 <u>Notices</u>. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: HFS.GEMT@illinois.gov

To Local Government: jboyajian@villageofstickney.com

- 6.10 <u>Headings</u>. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 6.11 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

	LOCAL GOVERNMENT
*******	SIGNATURE
OFFICIAL SEAL ELIZABETH LUKAS	NARAT- Leff NA/- I'll
NOTARY PUBLIC, STATE OF ILLINOIS	NAME: Jeff Walik
MY COMMISSION EXPIRES: 11/30/2025	TITLE: Mayor
Chabith Sulcas	DATE: September 27, 2022
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	ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
	THERESA EAGLESON
	DIRECTOR
	DATE: