# VILLAGE OF STICKNEY REGULAR MEETING BOARD OF TRUSTEES

Tuesday, May 17, 2022

7:00 p.m.

# Meeting Agenda

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approve Minutes of the Previous Regular Meeting
- 5. Authorize Payment of Bills
- 6. Request to hire three (3) Probationary Patrol Officers
- 7. Request for approval of the Stickney-Forest View Library Block Party to take place on June 4, 2022.
- 8. Pass and Approve Resolution No. 08-2022 "A Resolution Appointing Certain Members of the Board of Trustees and certain Officers, Employees, and Officials of The Village of Stickney to Certain Positions of the Village of Stickney, County of Cook, State of Illinois.
- 9. Pass and Approve Resolution No.09-2022 "A Resolution Authorizing and Approving a Certain Municipal Finance Agreement and Progress Payments Addendum with Canon Financial Services, Inc. Related to License Plate Reader Cameras for the Village of Stickney, Cook County, State of Illinois.
- 10. Report from the Mayor
- 11. Report from the Clerk
- 12. Trustee Reports/Committee Reports
- 13. Reports from Department Heads
- 14. Public Comments
- 15. Adjournment

Posted May 13, 2022

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, May 3, 2022, at 7:08 p.m.

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

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to approve the minutes of the previous regular session on Tuesday, April 19, 2022.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

There was a ceremonial swearing in of Probationary Police Officer Luis Gomez.

MAYOR'S REPORT: Mayor Walik thanked everyone who came out to Cinco de Mayo and to Trustee Torres for all her hard work in putting it together. He announced that the Little League/Soccer parade is on Saturday, May 14. This is the biggest season for baseball with the number of kids they have signed up.

He read a letter of recognition to Brian Davids thanking him for all his hard work helping prepare the fields for baseball. Little League is very excited about this season.

He wished a Happy Mother's Day to all mothers and welcomed back Mike DelGaldo.

<u>Trustee Savopoulos</u>: We are no longer taking applications for the 50-50 sidewalk program for 2022. Letters will be going out to the residents that signed up. We hope to have the work completed before July  $4^{th}$  holiday.

Trustee Milenkovic: reported that he attended the Midway Noise Compatibility Commission meeting on April 28 at 6:30. The commission started in February 1997 at Midway and O'Hare in July 1997. Southwest is the largest airline that operates out of Midway, Frontier Airline will be coming back. They stopped flying during COVID. There is a new airline called Avelo which is headquartered in Houston Texas and based out of Hollywood/Burbank California and New Haven Connecticut. The wind is key to take off and landing. In the 1st quarter of 2022, the west flow was 77%. Our noise monitor is located at 4308 Wenonah, the noise level in the first quarter of 2022

# Page 2

was 50.6 and  $1^{st}$  quarter of 2021 was 48.4%. There were no noise complaints from Stickney. Hinsdale joined the commission.

<u>Trustee Torres</u>: Congratulated Luis Gomez. She thanked everyone who helped with Cinco de Mayo. The event was a success even though the weather was cold. Trustee Torres thanked Ed Dabrowski for taking pictures at the event and also for the pictures he takes at all the Village events. He does a really nice job.

### **DEPARTMENT REPORTS:**

<u>Fire Chief Jeff Boyajian</u>: The new ambulance will be picked up this Friday, May 6<sup>th</sup>. They will have the new ambulance at the next board meeting for everyone to see. It will still be another 2 weeks to one month before the ambulance is put into service because of training and it will need to be approved by the state.

<u>Police Chief James Sassetti</u>: On Wednesday, May 11, Stickney Police Department along with Metropolitan Water Reclamation and Commissioner Mariyana Spyropoulos will sponsor a medication disposal event at the Village Hall from 9am-noon. MWRD will be giving away tree saplings and mulch for anyone interested.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:27p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

|  | Respectfully submitted,          |
|--|----------------------------------|
|  | Beth Lukas, Deputy Village Clerk |
| Approved by me this 3 <sup>rd</sup> day of May, 2022 |                                  |

Jeff Walik, Mayor

# Village of Stickney Warrant Number 22-23-01

# EXPENDITURE APPROVAL LIST FOR VILLAGE COUNCIL MEETING ON May 17, 2022

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

| 01 CORPORATE FUND                       |           | 124,860.84 |
|---|-----------|------------|
| 02 WATER FUND                           |           | 208,205.23 |
| 03 MOTOR FUEL TAX FUND                  |           | 365.24     |
| 05 1505 FUND                            |           | -          |
| 07 POLICE REVENUE SHARING FUND          |           | -          |
| 08 CAPITAL PROJECTS FUND                |           | - 1        |
| 09 BOND & INTEREST FUND                 | Subtotal: |            |
|   |           |            |
| General Fund Payroll                    | 5/13/2022 | 227,561.26 |
| Water Fund Payroll                      | 5/13/2022 | 18,802.37  |
|   | Subtotal: | 246,363.63 |
|   |           |            |
| Total to be Approved by Village Council | -         | 579,794.94 |
| Approvals:                              |           |            |
| Jeff Walik, Mayor                       | :         |            |
| Audrey McAdams, Village Clerk           |           |            |
| Treasurer                               |           |            |

Check/Voucher Register - Check Register 01 - General Fund From 5/1/2022 Through 5/15/2022

| Check Number | Vendor Name                              | Effective Date | Check Amount |
|--------------|--|----------------|--------------|
| 505268       | Lorena Barron                            | 5/5/2022       | (200.00)     |
| 505285       | Burke Beverage                           | 5/12/2022      | (2,018.04)   |
| 505309       | Lorena Barron                            | 5/3/2022       | 200.00       |
| 505310       | ABC Automotive Electronics               | 5/5/2022       | 95.00        |
| 505311       | Advocate Christ Medical Center           | 5/5/2022       | 850.00       |
| 505312       | American Heart Association ECC Distri    | 5/5/2022       | 825.00       |
| 505313       | Ahmed Sabah                              | 5/5/2022       | 250.00       |
| 505315       | ANDERSON PEST SOLUTIONS                  | 5/5/2022       | 77.95        |
| 505316       | Bell Fuels, Inc.                         | 5/5/2022       | 1,951.82     |
| 505317       | The Blue Line                            | 5/5/2022       | 298.00       |
| 505318       | Bluders Tree Service & Landscaping       | 5/5/2022       | 3,450.00     |
| 505319       | Burke Beverage                           | 5/5/2022       | 443.18       |
| 505320       | Carrot-Top Industries, Inc.              | 5/5/2022       | 1,591.59     |
| 505321       | Cedar Path Nurseries LLC                 | 5/5/2022       | 654.00       |
| 505322       | Consolidated Fleet Services, Inc.        | 5/5/2022       | 975.00       |
| 505323       | Comcast                                  | 5/5/2022       | 349.90       |
| 505325       | Corneliu Covaliu                         | 5/5/2022       | 1,120.00     |
| 505326       | CWF Restoration                          | 5/5/2022       | 650.00       |
| 505327       | Emergency Medical Products               | 5/5/2022       | 82.47        |
| 505328       | Google LLC                               | 5/5/2022       | 222.00       |
| 505329       | Just Tires                               | 5/5/2022       | 986.00       |
| 505330       | Konica Minolta Business Solutions U.S    | 5/5/2022       | 38.66        |
| 505331       | Division 11 Mutual Aid Association       | 5/5/2022       | 10,000.00    |
| 505331       | Menards - Hodgkins                       | 5/5/2022       | 181.68       |
| 505332       | Metro Garage, Inc.                       | 5/5/2022       | 14,389.22    |
| 505333       | NAPA AUTO PARTS                          | 5/5/2022       | 63.19        |
| 505335       | Northern Illinois Police Alarm System    | 5/5/2022       | 400.00       |
| 505336       | Occupational Health Centers of Illinois, | 5/5/2022       | 95.00        |
| 505338       | Range Ventilation Design, Inc.           | 5/5/2022       | 1,480.00     |
| 505339       | RAY O'HERRON CO. INC.                    | 5/5/2022       | 361.83       |
| 505342       | STAPLES BUSINESS CREDIT                  | 5/5/2022       | 1,485.77     |
| 505343       | The Eagle Uniform Co.                    | 5/5/2022       | 147.00       |
| 505344       | Trotsky Investigative Polygraph, Inc.    | 5/5/2022       | 495.00       |
| 505345       | WASTE MANAGEMENT                         | 5/5/2022       | 31,655.64    |
| 505346       | ABC Automotive Electronics               | 5/12/2022      | 521.68       |
| 505347       | Abila                                    | 5/12/2022      | 853.17       |
| 505348       | Airgas USA LLC                           | 5/12/2022      | 657.15       |
| 505349       | ALAN BRINKER                             | 5/12/2022      | 750.00       |
| 505350       | ALAN KULAGA                              | 5/12/2022      | 750.00       |
| 505353       | Audrey McAdams                           | 5/12/2022      | 30.00        |
| 505354       | Berwyn ACE Hardware                      | 5/12/2022      | 52.97        |
| 505355       | Town of Cicero                           | 5/12/2022      | 16,802.50    |
| 505356       | Cintas Corporation - #21                 | 5/12/2022      | 584.04       |
| 505357       | CINTAS #769                              | 5/12/2022      | 902.79       |
| 505357       | Citizens Bank                            | 5/12/2022      | 3,690.71     |
| 505360       | Comcast                                  | 5/12/2022      | 115.32       |
| 505362       | CUMMINS                                  | 5/12/2022      | 1,371.73     |
| 505363       | CWF Restoration                          | 5/12/2022      | 650.00       |
| 505364       | Dearborn National                        | 5/12/2022      | 1,026.05     |
| 505365       | Dell Marketing L.P.                      | 5/12/2022      | 2,452.03     |
| 505366       | EGS Inc.                                 | 5/12/2022      | 969.00       |
| 505367       | Emergency Medical Products               | 5/12/2022      | 82.47        |
|              | Emsar                                    | 5/12/2022      |              |
| 505368       |  |                | 1,400.00     |
| 505369       | Fire Investigators Strike Force          | 5/12/2022      | 75.00        |
| 505370       | FlowMSP, Inc.                            | 5/12/2022      | 2,880.00     |

Date: 5/12/22 06:37:26 PM

Check/Voucher Register - Check Register 01 - General Fund From 5/1/2022 Through 5/15/2022

| Check Number | Vendor Name                           | Effective Date | Check Amount |  |  |  |
|--------------|---------------------------------------|----------------|--------------|--|--|--|
| 505371       | Full Circle K9 Solutions Inc.         | 5/12/2022      | 3,600.00     |  |  |  |
| 505372       | Gas Plus Corp                         | 5/12/2022      | 341.81       |  |  |  |
| 505373       | Illinois Department of Agriculture    | 5/12/2022      | 400.00       |  |  |  |
| 505374       | Just Tires                            | 5/12/2022      | 559.00       |  |  |  |
| 505375       | Konica Minolta Business Solutions U.S | 5/12/2022      | 306.67       |  |  |  |
| 505376       | Lembke & Sons True Value              | 5/12/2022      | 15.95        |  |  |  |
| 505378       | Municipal Web Services                | 5/12/2022      | 270.00       |  |  |  |
| 505379       | N.E.M.R.T.                            | 5/12/2022      | 1,995.00     |  |  |  |
| 505380       | Quadient Finance USA, Inc.            | 5/12/2022      | 500.00       |  |  |  |
| 505383       | Novotny Engineering                   | 5/12/2022      | 2,887.50     |  |  |  |
| 505385       | O'Reilly First Call                   | 5/12/2022      | 1,404.08     |  |  |  |
| 505386       | Progressive Microtechnology, Inc.     | 5/12/2022      | 695.00       |  |  |  |
| 505387       | ROBERT SENESE                         | 5/12/2022      | 750.00       |  |  |  |
| 505388       | Scout Electric Supply Co.             | 5/12/2022      | 176.00       |  |  |  |
| 505389       | The Eagle Uniform Co.                 | 5/12/2022      | 354.75       |  |  |  |
| 505390       | Zoll                                  | 5/12/2022      | 341.61       |  |  |  |
|              | Total 01 - General Fund               |                | 124,860.84   |  |  |  |

Date: 5/12/22 06:37:26 PM

Check/Voucher Register - Check Register 02 - Water Fund From 5/1/2022 Through 5/15/2022

| Check Number | Vendor Name                      | Effective Date | Check Amount |
|--------------|----------------------------------|----------------|--------------|
| 505314       | ALEXANDER CHEMICAL CORPORATION   | 5/5/2022       | 124.00       |
| 505316       | Bell Fuels, Inc.                 | 5/5/2022       | 975.90       |
| 505324       | ComEd                            | 5/5/2022       | 3,581.80     |
| 505337       | POMP'S TIRE SERVICE, INC.        | 5/5/2022       | 15.90        |
| 505340       | Riccio Construction Corporation  | 5/5/2022       | 35,017.31    |
| 505341       | Scout Electric Supply Co.        | 5/5/2022       | 237.00       |
| 505351       | American Water Works Association | 5/12/2022      | 372.00       |
| 505352       | Ampstun Corporation              | 5/12/2022      | 3,737.50     |
| 505356       | Cintas Corporation - #21         | 5/12/2022      | 584.10       |
| 505357       | CINTAS #769                      | 5/12/2022      | 902.82       |
| 505358       | Citizens Bank                    | 5/12/2022      | 309.18       |
| 505359       | City of Chicago                  | 5/12/2022      | 156,967.42   |
| 505377       | Metropolitan Industries, Inc     | 5/12/2022      | 487.50       |
| 505381       | NICOR GAS                        | 5/12/2022      | 471.98       |
| 505383       | Novotny Engineering              | 5/12/2022      | 3,718.75     |
| 505385       | O'Reilly First Call              | 5/12/2022      | 702.07       |
|              | Total 02 - Water Fund            |                | 208,205.23   |

Date: 5/12/22 06:37:26 PM

Page: 3

Check/Voucher Register - Check Register 03 - Motor Fuel Tax Fund From 5/1/2022 Through 5/15/2022

| Check Number | Vendor Name                       | Effective Date | Check Amount |
|--------------|-----------------------------------|----------------|--------------|
| 505324       | ComEd                             | 5/5/2022       | 341.74       |
| 505361       | ComEd                             | 5/12/2022      | 23.50        |
|              | Total 03 - Motor Fuel<br>Tax Fund |                | 365.24       |
| Report Total |                                   |                | 333,431.31   |

Date: 5/12/22 06:37:26 PM Page: 4

# Stickney Police Department



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



May 09, 2022

Re: Request to hire three (3) Probationary Patrol Officers

Honorable Mayor Jeff Walik and Village Trustees,

At the April 19, 2022 Village of Stickney Board of Trustees Regular Board Meeting the Board, voted on and approved the hiring of four (4) Lateral Police Officers off of the current Lateral Police Officers Eligibility List. Pursuant to that approval, the Stickney Police Department was only able to hire two (2) Lateral Police Officers. Therefore two (2) funded spots remain unfilled.

Recently, The Stickney Police Department was able to secure three (3) police academy spots for the new hire recruit class at the Suburban Law Enforcement Academy which begins on June 20, 2022. Therefore, I respectfully request that the Board reallocate the two (2) previously approved Lateral Police Officer spots which went unfilled and authorize those two (2) vacancies to be hired off of the Board of Police & Fire Commissioners New Hire Police Officers Eligibility List.

Furthermore, in addition, I respectfully request your consent and approval to add one (1) additional Police Officer position thus allowing me to contact the Board of Police & Fire Commissioners to hire three (3) total Probationary Police Officers off of the current Board of Police & Fire Commissioners New Hire Police Officers Eligibility List to fill the reserved spots in the upcoming police academy. Thank you in advance for your consideration with this request.

Respectfully,

James T. Sassetti Chief of Police



"Where Great Things Happen"

6800 West 43<sup>rd</sup> St. Stickney, IL 60402 Phone: 708.749.1050

Fax: 708.748.3828

Village of Stickney 6544 W. Pershing Road Stickney, IL 60402

May 2, 2022

Dear Mayor Walik and Trustees of the Village of Stickney,

I am writing to you to describe the proposed events for our annual Summer Reading Kick-Off block party, which the Library is hoping to host on Saturday, June 4<sup>th</sup>, from 11:00 a.m. to 1:00 p.m. This will be our first block party since 2019. This year's theme will be *Oceans of Possibilities*.

We will be having a smaller and simpler block party again, without a large performance or bounce house. We will have our usual DJ from B.A.S.E. Productions playing music for people to listen and dance to, and a petting zoo for the kids. We will also have a volunteer dance group, Mexican Folkloric Dance Group Tlaloc, performing. We will have a Friends of the Library book and bake sale, various food vendors and an Usborne book fair.

We will be giving away grilled hot dogs and chips. I have contacted the Stickney Township Health Inspector, and a permit will be issued for the food preparation on the day of the event. Licensed food handlers will be on site supervising the grilling process.

We request that 43<sup>rd</sup> Street be closed from Oak Park Avenue to the alley on the west side of the Library. I believe that we have secured the necessary permission from our neighbors, including St. Pius X (see attached). Using Google Maps, it looks like there are 24 houses on both sides of the alley, so 60% of that would be 14 signatures. We have secured 16 signatures.

Please feel free to contact me if you have any questions or concerns. I would be happy to come to the Village trustee meeting to answer any questions in person if that would be more convenient. Thank you for your consideration and continued support of the Library.

Sincerely,

Leighton Shell, Library Director

Stickney-Forest View Public Library District

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

# **BLOCK PARTY APPLICATION**

| BLOCK INVOLVE   | 0: 43rd Sreet - Oak Park to ally                   |
|-----------------|--|
| CONTACT PERSO   | N/ORGANIZER:                                       |
| NAME:           | ianulle Taylor                                     |
|                 | 6800 W 43rd Sixet                                  |
| PHONE NUM       | MBER: 708 749 1050                                 |
| DATE OF EVENT:  | Objoy and Hours: 11am-1pm                          |
| STREETS TO BE B | LOCKED OFF:  |
| 43d Steet       | from Oak Pour to ally enchaly                      |
|                 | + Lentance up to the pach/libray lot               |
| ANNOUNCEMENT    | BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR S? NO: |
|                 | THE BAND OR DISC JOCKEY:<br>Luctums - Jim Marta    |
| NOTE: HOURS FO  | R THE BLOCK PARTY ARE LIMITED FROM 10:00 a.m.      |

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

# VILLAGE OF STICKNEY 6533 W. PERSHING ROAD STICKNEY, ILLINOIS 60402-4018

PHONE: 708-749-4400 FAX: 708-749-4451

# HOLD HARMLESS AGREEMENT

Date: 04/25/22

Name of Organization or resident: Studency - Fourt Vum Pastu Waras Pioteck

Contact person:

Phone: 708 749 1050

Event: Block Party

Event Date: 06/04/22 11am-1pm

This group shall indemnify and hold harmless the Village of Stickney and its officials, employees and agents from and against all claims for bodily injury or property damage, including claims against the Village of Stickney, its officials, agents or employees, arising out of permission granted to the group to conduct certain activities in the Village; such as, including but not limited to, delivering flyers, conducting tag or candy days on the streets and sidewalks, going door-to-door, using the Public Works Department Pavilion, conducting a parade, hosting a block party etc.; and, all losses and expenses, including attorney fees that may be incurred by the Village of Stickney defending such claims, arising out of or resulting in whole or in part from the performance of the activity for which permission was granted and caused by any negligent act or omission of the Village of Stickney, it's officials or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Village of Stickney, it's officials or any of its agents or servants by the organization, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation the amount or type of damage, compensation or benefits.

Date: 04 25 2022

Signature of person circulating the signature

agreement form

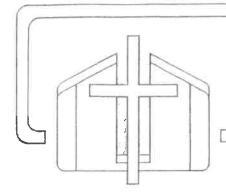
This form must be returned at the time the application is submitted for approval to:

Audrey McAdams, Village Clerk

DATE OF BLOCK PARTY: Objoy (22 | 10m - 1pm)

# WITH THE PROPOSED BLOCK PARTY AND AGREE TO THE HOLD HARMLESS AGREEMENT THE NAMES AND SIGNATURES BELOW ARE IN AGREEMENT

| 24 24 25 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2   | PRINT NAME       | SIGNATURE             | EACH HOUSEHOLD ADDRESS |
|--|------------------|-----------------------|------------------------|
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| 118<br>119<br>20<br>21<br>22<br>23   | MARIA A KII      | In . in a Klymund     | 4220 OAK DARK          |
| 19<br>20<br>21<br>21<br>22<br>23   | 17               |                       |                        |
| 20<br>21<br>22<br>23   | 19               |                       |                        |
| 21<br>22<br>23   | 20               |                       |                        |
| 22 23  | 21               |                       |                        |
| 23   | 22               |                       |                        |
|  | 23               |                       |                        |



# Saint Pius X Catholic Church

March 15, 2022

Mr. Leighton Shell Head of Popular Services Stickney-Forest View Library 6800 W. 43<sup>rd</sup> St. Stickney, IL 60402

Dear Mr. Shell,

Permission is hereby granted to use the parish parking lot and close off the block from Oak Park Avenue up to the far end of the lot for your Annual Summer Reading Block Party Kick Off. The event is scheduled for June 4th from 11 a.m. to 1 p.m. However, if there is the possibility of a funeral we will make accommodations.

As we requested in the past the library provide some sort of security personnel to watch for potential damage causing behavior.

We wish you success in the efforts the Library does to encourage reading for people of all ages

Sincerely,

Rev. Ricardo Castillo Castillo

Administrator



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| th   | is certificate does not confer rights   | to the cert          | Ificate holder in lieu of su                   |  | ).                                    |                                      |   |                          |           |
|--|---|----------------------|--|--|---------------------------------------|--------------------------------------|---|--------------------------|-----------|
|  | DUCER   | Continos             | Inc  | NAME: Ali Sulita   |                                       | ,                                    | \$2.50 L                                |                          |           |
| Arthur J. Gallagher Risk Management Services, Inc.<br>2850 Golf Road<br>Rolling Meadows IL 60008 |   |                      | , IIIG.  | PHONE (AIC, No. Ext): 630-438-1633 FAX (AIC, No.: 630-2  |                                       |                                      |   |                          | 4062      |
|  |   |                      |  | ADDRESS: Ali_Sulita@ajg.com  |                                       |                                      |   |                          |           |
|  |   |                      |  | INS  | URER(S) AFFOR                         | RDING COVERAGE                       |   |                          | NAIC#     |
|  |   |                      |  | INSURER A : Underwi  | iters at Lloyd                        | 's London                            |   |                          | 15792     |
|  | RED   |                      |  | INSURER B:   |                                       |                                      | *************************************** |                          |           |
|  | raries of Illinois Risk Agency  | Nintriot             |  | INSURER C:   |                                       |                                      |   |                          |           |
|  | ckney-Forest View Public Library D<br>00 W. 43rd Street   | ristrict             |  | INSURER D :  | · · · · · · · · · · · · · · · · · · · |                                      |   |                          |           |
|  | kney IL 60402-4400  |                      |  | INSURER E :  |                                       |                                      |   |                          |           |
|  |   |                      |  | INSURER F :  |                                       |                                      |   | 1                        |           |
| CO   | VERAGES CEI   | RTIFICATE            | NUMBER: 1351286881                             | THOUSE THE TENT  |                                       | REVISION NUM                         | BER:                                    |                          |           |
| IN<br>Çi   | HIS IS TO CERTIFY THAT THE POLICIE<br>DICATED. NOTWITHSTANDING ANY R<br>ERTIFICATE MAY BE ISSUED OR MAY<br>KCLUSIONS AND CONDITIONS OF SUCH | EQUIREME<br>PERTAIN, | NT, TERM OR CONDITION<br>THE INSURANCE AFFORDI | OF ANY CONTRACT<br>ED BY THE POLICIE   | OR OTHER I                            | DOCUMENT WITH<br>D HEREIN IS SUE     | RESPEC                                  | T TO W                   | HICH THIS |
| NSR  | TYPE OF INSURANCE   | ADDL SUBR            |  | POLICY EFF   | POLICY EXP                            |                                      | LIMITS                                  |                          |           |
| A  | X COMMERCIAL GENERAL LIABILITY  | INSD WVD             | PK1031021                                      | 12/31/2021   | 12/31/2022                            | EACH OCCURRENC                       |   | \$1,000,0                | 100       |
|  | CLAIMS-MADE X OCCUR   |                      |  | ,  |                                       | DAMAGE TO RENTE<br>PREMISES (Ea occu | D                                       | \$ 1,000,0<br>\$         |           |
|  | X Incl, Host Liquor   |                      |  |  |                                       | MED EXP (Any one p                   | person)                                 | \$ 1,000,000             |           |
|  |   |                      |  | 01<br>01<br>02<br>03<br>04   |                                       | PERSONAL & ADV II                    | NJURY                                   |                          |           |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:  |                      |  |  |                                       | GENERAL AGGREG                       | ATE                                     | \$3,000,000              |           |
|  | X POLICY PRO-<br>JECT LOC   |                      |  |  |                                       | PRODUCTS - COMP                      |   | \$ 3,000 <u>,0</u><br>\$ | 00        |
| A  | AUTOMOBILE LIABILITY  |                      | PK1031021                                      | 12/31/2021   | 12/31/2022                            | COMBINED SINGLE<br>(Ea accident)     |   | \$ 1,000,0               | 00        |
|  | X ANY AUTO OWNED SCHEDULED  |                      |  |  |                                       | BODILY INJURY (Pe                    |   | 5                        |           |
|  | AUTOS ONLY AUTOS  |                      |  | 4  |                                       | BODILY INJURY (Pe                    | - 1                                     |                          |           |
|  | HIRED NON-OWNED AUTOS ONLY  |                      |  |  |                                       | PROPERTY DAMAG<br>(Per accident)     | <u> </u>                                | \$                       |           |
|  |   |                      |  |  |                                       |                                      |   | \$                       |           |
|  | UMBRELLA LIAB OCCUR   |                      |  |  |                                       | EACH OCCURRENC                       | E                                       | 5                        |           |
|  | EXCESS LIAB CLAIMS-MADI   |                      |  |  |                                       | AGGREGATE                            |   | \$                       |           |
|  | DED RETENTION\$   |                      |  |  |                                       |                                      |   | \$                       |           |
|  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |                      |  |  |                                       | PER<br>STATUTE                       | OTH-<br>ER                              |                          |           |
|  | ANYPROPRIETOR/PARTNER/EXECUTIVE   | 1                    |  |  |                                       | E.L. EACH ACCIDEN                    | IT :                                    | \$                       |           |
|  | OFFICER/MEMBER EXCLUDED? [Mandatory in NH)  | N/A                  |  |  |                                       | E.L. DISEASE - EA E                  | MPLOYEE                                 | \$                       |           |
|  | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |                      |  |  |                                       | E.L. DISEASE - POLI                  | ICY LIMIT                               | \$                       |           |
|  |   | 490-44               |  |  |                                       |                                      |   |                          |           |
|  |   |                      |  | The state of the s |                                       |                                      |   |                          |           |
| RE:  | RUPTION OF OPERATIONS / LOCATIONS / VEHIC<br>Summer Reading Block Party   Date: ,<br>age of Stickney is shown as additional i               | June 4,2022          | 2  |  |                                       |                                      | by writter                              | oontra                   | ct.       |
| CEF  | RTIFICATE HOLDER  |                      |  | CANCELLATION   |                                       |                                      |   |                          |           |
|  | Village of Stickney   |                      |  | SHOULD ANY OF T<br>THE EXPIRATION<br>ACCORDANCE WIT  | DATE THE                              | REOF, NOTICE                         |   |                          |           |
|  | 6533 Pershing Rd.<br>Stickney IL 60402  |                      |  | Cysthan &  | Sallo                                 | ODD CODDODA                          |   |                          |           |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| t  | his certificate does not confer rights t   | o the        | cert          | ificate holder in lieu of su                   | ich end  | dorsement(s                                | ).                         | require an endo                      | rsemen            | t. A st              | atement on |
|--|--|--------------|---------------|--|--|--|----------------------------|--------------------------------------|-------------------|----------------------|------------|
|  | DDUCER   |              |               |  | CONTAI<br>NAME:  | CT Brandee M                               | lellert                    |                                      |                   |                      |            |
| McGowan Allied Specialty<br>140 Fountain Parkway N   |  |              |               |  | PHONE<br>(A/C, No  | , Ext): (727) 5                            | 47-3050                    |                                      | FAX<br>(A/C, No): | (727) 3              | 67-1407    |
| Suite 570  |  |              |               |  | I F.MAII   | E-MAIL ADDRESS: bmellert@mcgowanallied.com |                            |                                      |                   |                      |            |
| St. Petersburg OH 33716  |  |              |               |  | INSURER(S) AFFORDING COVERAGE  |  |                            |                                      | NAIC#             |                      |            |
|  |  |              |               | License#: 973                                  | INSURE   | RA: T.H.E. In                              |                            |                                      |                   |                      | 12866      |
|  | URED   |              |               | AZOOTOY-01                                     |  |  |                            | nce Company of                       | America           |                      | 10166      |
|  | os Are Us, Inc. DBA: A Zoo To You<br>809 Church Road   |              |               |  | INSURE   |  |                            |                                      |                   |                      |            |
|  | intley IL 60142  |              |               |  | INSURE   |  |                            |                                      |                   |                      |            |
|  |  |              |               |  | INSURE   |  |                            |                                      |                   |                      |            |
|  |  |              |               |  | INSURE   |  |                            |                                      |                   |                      |            |
| CO   | VERAGES CER  | TIFIC        | CATE          | NUMBER: 983511982                              |  |  |                            | REVISION NUM                         | /BFR·             |                      |            |
|  | HIS IS TO CERTIFY THAT THE POLICIES<br>NDICATED. NOTWITHSTANDING ANY RE<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XCLUSIONS AND CONDITIONS OF SUCH | QUIR<br>PERT | REMEI<br>AIN. | NT, TERM OR CONDITION<br>THE INSURANCE AFFORDI | OF ANY   | CONTRACT                                   | OR OTHER I                 | DOCUMENT WITH                        | RESPE             | TO I                 | WHICH THIS |
| INSR   |  | ADDL         | SUBR          |  |  | POLICY EFF<br>(MM/DD/YYYY)                 | POLICY EXP<br>(MM/DD/YYYY) |                                      | LIMIT             | c                    |            |
| A  | X COMMERCIAL GENERAL LIABILITY   | INSD         | WVD           | CPP010591605                                   |  | 10/27/2021                                 | 10/27/2022                 | EACH OCCUPPENO                       |                   |                      | 000        |
|  | CLAIMS-MADE X OCCUR  |              |               |  |  | 10/21/2021                                 | 1012112022                 | DAMAGE TO RENTE<br>PREMISES (Ea occu | ED                | \$ 1,000<br>\$ 100,0 |            |
|  |  |              |               |  |  |  |                            | MED EXP (Any one )                   | person)           | \$0                  |            |
|  |  |              |               |  |  |  |                            | PERSONAL & ADV I                     | NJURY             | \$ 1,000             | ,000       |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:   |              |               |  |  |  |                            | GENERAL AGGREG                       | ATE               | \$ 2,000             | ,000       |
|  | X POLICY PRO-<br>JECT LOC  |              |               |  |  |  |                            | PRODUCTS - COMP                      | P/OP AGG          | \$ 2,000             | ,000       |
| Α  | OTHER: AUTOMOBILE LIABILITY  |              |               | CPP010591605                                   |  | 10/27/2021                                 | 10/27/2022                 | COMBINED SINGLE                      | LIMIT             | \$ 1,000,            | ,000       |
|  | ANY AUTO   |              |               |  |  |  |                            | BODILY INJURY (Pe                    |                   | \$                   |            |
|  | OWNED X SCHEDULED AUTOS  |              |               |  |  |  |                            | BODILY INJURY (Per accident)         |                   | \$                   |            |
|  | X HIRED X NON-OWNED AUTOS ONLY   |              |               |  |  |  |                            | PROPERTY DAMAG<br>(Per accident)     | E                 | \$                   |            |
|  | ACTOS GIVET  |              |               |  |  |  |                            | (Fer accident)                       |                   | \$                   |            |
|  | UMBRELLA LIAB OCCUR  |              |               |  |  |  |                            | EACH OCCURRENC                       | E                 | \$                   |            |
|  | EXCESS LIAB CLAIMS-MADE  |              |               |  |  |  |                            | AGGREGATE                            |                   | \$                   |            |
| _  | DED RETENTION \$ WORKERS COMPENSATION  |              | _             |  |  |  |                            | DED                                  | 6711              | \$                   |            |
| В  | AND EMPLOYERS' LIABILITY   |              |               | ARP12003743901                                 |  | 8/3/2021                                   | 8/3/2022                   | PER<br>STATUTE                       | OTH-<br>ER        |                      |            |
|  | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | N/A          |               |  |  |  |                            | E.L. EACH ACCIDEN                    | IT                | \$ 1,000,            | ,000       |
|  | (Mandatory in NH) If yes, describe under   |              |               |  |  |  |                            | E.L. DISEASE - EA E                  | MPLOYEE           | \$ 1,000,            | ,000       |
|  | DÉSCRIPTION OF OPERATIONS below  |              |               |  |  |  |                            | E.L. DISEASE - POL                   | ICY LIMIT         | \$1,000,             | 000        |
| DES  |  |              |               |  |  |  |                            |                                      |                   |                      |            |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Event: Large Zoo Event Date: 6/4/2022 Additional Insured: Village of Stickney as respects to the negligence of the named insured. |  |              |               |  |  |  |                            |                                      |                   |                      |            |
|  |  |              |               |  |  |  |                            |                                      |                   |                      |            |
| CE   | RTIFICATE HOLDER   |              |               |  | CANC   | ELLATION                                   |                            |                                      |                   |                      |            |
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  Village of Stickney 6533 Pershing Rd  |  |              |               |  |  |  | ED BEFORE<br>IVERED IN     |                                      |                   |                      |            |
|  | Stickney IL 60402  |              |               |  | AUTHOR   | RIZED REPRESEN                             | TATIVE                     |                                      |                   |                      |            |
|  |  |              |               |  | A STATE OF THE STA | 2-72                                       | 2                          |                                      |                   |                      |            |

# RESOLUTION NO. 08-2022

A RESOLUTION APPOINTING CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND CERTAIN OFFICERS, EMPLOYEES, AND OFFICIALS OF THE VILLAGE OF STICKNEY TO CERTAIN POSITIONS FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS.

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 resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret, and amend its ordinances, resolutions, rules, and regulations; and

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is necessary for conducting Village business and for the effective administration of government to appoint certain members of the Village Board ("Trustees") to specified committees; and

WHEREAS, the Corporate Authorities have further determined that it is necessary to appoint certain persons as officers, employees, and officials to specific positions, boards, commissions, and/or committees within the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village to make the specified appointments (the "Appointments"), which are set forth in Exhibit A, attached hereto and incorporated herein;

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

# ARTICLE I. IN GENERAL

# Section 1.0 Findings.

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

### Section 2.0 Purpose.

The purpose of this Resolution is to authorize the President to appoint the Trustees to the specified committees and to appoint certain persons as officers, employees, and officials to specific positions, boards, commissions, and/or committees within the Village, as set forth in Exhibit A, and to take all steps necessary to carry out the terms of the Appointments.

# Section 3.0 Effectiveness and Term of Appointments.

The Appointments as set forth in Exhibit A are effective immediately and shall expire at 11:59 p.m. on April 30, 2022, or at such other time the President deems necessary, unless otherwise specified in Exhibit A. All prior appointments to the specific positions, boards, commissions, and/or committees specified in Exhibit A are hereby removed from their prior appointments upon passage of this Resolution.

# ARTICLE II. AUTHORIZATION

### Section 4.0 Authorization.

That the Corporate Authorities hereby authorize, approve, and, as applicable, consent to the Appointments as set forth in Exhibit A, which is attached hereto and incorporated herein.

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

# Section 5.0 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 6.0 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 7.0 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 8.0 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.

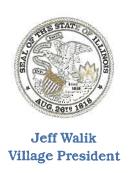
### Section 9.0 Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

(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. |
| onice this tay or, 2022.                           |
|  |
| Reth Lukas Deputy Village Clerk                    |

# **EXHIBIT A**



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

May 2, 2022

Honorable Board of Trustees Village of Stickney Cook County, Illinois

Effective May 2, 2022, I do hereby appoint the following, pursuant to Ordinance in such case made and provided for. All terms expiring May 2, 2023.

Michael T. Del Galdo Village Attorney and Prosecutor

Anthony Bertuca Village Adjudicator
Jim Sassetti Chief of Police
Jeffery Boyajian Fire Chief

Joseph Lopez Village Supervisor of Public Works and Water Department

David Gonzalez

Josh Brniak

Corneliu Covaliu

Frederich Kuchta, Jr.

Josh Brniak

Treasurer/Collector

Building Inspector

Plumbing Inspector

Electrical Inspector

Zoning Administrator

Respectfully submitted,

Jeff Walik Village President

I hereby appoint Beth Lukas as Deputy Clerk, term expiring May 2, 2023.

Respectfully submitted,

Audrey McAdams Village Clerk



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

May 2, 2022

Leandra Torres Jeff White



**Audrey McAdams** Village Clerk

Honorable Board of Trustees Village of Stickney Cook County, Illinois

# Trustees:

Effective May 2, 2022, the following Trustees are on the committees indicated. The first

| named Trustee of each committee is designated as the chairperson; the second, as Vice-Chairperson. Terms end May 2, 2023.       |                              |  |  |  |  |  |  |
|---|------------------------------|--|--|--|--|--|--|
| COMMITTEES  | CHAIRPERSON CO-CHAIRPERSON   |  |  |  |  |  |  |
| FINANCE, LICENSE,<br>STATE AND FEDERAL GRANTS,<br>AND AIR POLLUTION COMMITTEE:  | TRUSTEES WHITE, SAVOPOULOS   |  |  |  |  |  |  |
| PUBLIC BUILDING AND GROUNDS, PRIVATE BUILDINGS AND CONSTRUCTION, ZONING/ZONING ORDINANCES, AND STREETS AND SIDEWALKS COMMITTEE: | TRUSTEES SAVOPOULOS, WHITE   |  |  |  |  |  |  |
| INSURANCE AND SAFETY, PARKS & RECREATION, AND RECYCLING AND WASTE COMMITTEE:  | TRUSTEE HREJSA, TORRES       |  |  |  |  |  |  |
| POLICE, HOMELAND SECURITY/DIASTERS, AND BLIGHT COMMITTEE:   | TRUSTEE TORRES, HREJSA       |  |  |  |  |  |  |
| TREES, PUBLIC WORKS, PUBLIC WATER AND ORDINANCES AND PUBLIC PRINTING:   | TRUSTEE MILENKOVIC, KAPOLNEK |  |  |  |  |  |  |
| FIRE, DRAINAGE, WATER AND LIGHT AND RAILROAD AND BRIDGES COMMITTEE:   | TRUSTEE KAPOLNEK, MILENKOVIC |  |  |  |  |  |  |
| Respectfully Subr   | mitted                       |  |  |  |  |  |  |
|   |                              |  |  |  |  |  |  |

Jeff Walik Village Mayor



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

May 2, 2022

Honorable Board of Trustees Village of Stickney Cook County, Illinois

Effective May 2, 2022, I do hereby appoint the following to the Parks and Recreation Commission, terms ending May 3, 2023:

> Trustees Hrejsa, Chairman Trustee Torres, Co-Chairman

Alethia Drewniak

Natasa Dzolic

Jaime Burandt

Debra Johnson

Mark Kusper

Denise Reiter

Lori Schuler

Cara Zednik

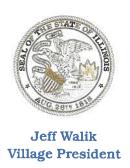
Karyn Richter

Teen Representatives: Shea Reiter

Julia Gregor

Respectfully submitted,

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

May 2, 2022

Honorable Board of Trustees Village of Stickney Cook County, Illinois

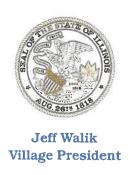
### Trustees:

Effective May 2, 2022, I hereby appoint the following persons to the Executive Safety Board, all terms ending May 2, 2023. I also appoint Joseph Lopez as the Director of the Executive Safety Board.

> Sam Savopoulos Village Trustee Administration Josh Brniak Darlene Pregara Administration Beth Lukas Administration Richard Jaczak Police Department Jim Sassetti Police Department Joseph Lopez Public Works (executive director) Sam Alonzo Public Works Jeffery Boyajian Fire Department Omar Silvera Fire Department ' John Bapinec Fire Department

> > Respectfully,

Jeff Walik Village President

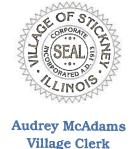


6533 West Pershing Road Stickney, Illinois 60402-4048 Phone - 708-749-4400 Fax - 708-749-4451

Village Trustees

Mary Hrejsa Tim Kapolnek Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



May 2, 2022

Honorable Board of Trustees Village of Stickney Cook County, Illinois

Effective May 2, 2022, the following appointments were made to the "Tree Board" with the terms ending May 2, 2023:

Trustee Mitch Milenkovic, Chairman

Sam Alonzo, Public Works

Alethia Drewniak, Public resident

Joseph Lopez, Public Works

Beth Lukas, Administration

Colette Pawlowski, Public resident

Respectfully submitted,

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



May 2, 2022

STANDING APPOINTMENTS OF THE FOLLOWING BOARDS AND COMMISSIONS AS OF MAY 2, 2022

# ZONING BOARD AND ZONING BOARD OF APPEALS

| Mike Wolthusen                           | May 2, 2022 - April 30, 2027   |
|--|--------------------------------|
| Keith Arndt                              | May 2, 2022 - April 30, 2027   |
| John Trotsky (to fulfill unexpired term) | Dec. 17, 2019 - April 30, 2023 |
| Ed Dabrowski (to fulfill unexpired term) | Mar. 16, 2021 - April 30, 2023 |
| Robert Ortiz                             | May 1, 2018 - April 30, 2023   |
| Juan Chavez                              | May 5, 2020 - April 30, 2025   |
| John Torphy                              | May 5, 2020 - April 30, 2025   |

# POLICE PENSION BOARD

| Joseph Delzenero |   | 191 | May 1, 2021 | - | April 30, 2023 |
|------------------|---|-----|-------------|---|----------------|
| Chuck Budz       | 8 |     | May 2, 2022 | - | April 30, 2024 |

# POLICE AND FIRE BOARD of COMMISSIONERS

| Alan Kulaga   |   | May 4, 2021 | - | April 30, 2024 |
|---------------|---|-------------|---|----------------|
| Al Brinker    | • | May 5, 2020 | - | April 30, 2023 |
| Robert Senese |   | May 2, 2022 | - | April 30, 2025 |

Respectfully submitted

Jeff Walik Village President

### RESOLUTION NO. 09-2022

# A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN MUNICIPAL FINANCE AGREEMENT AND PROGRESS PAYMENTS ADDENDUM WITH CANON FINANCIAL SERVICES, INC. RELATED TO LICENSE PLATE READER CAMERAS FOR THE VILLAGE OF STICKNEY

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

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

**WHEREAS**, the Village Police Department is in need of certain additional equipment to assist officers who execute traffic stops in the Village (the "Equipment"); and

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

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

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

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

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

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

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

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

**SECTION 2: PURPOSE.** The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Canon will lease the Equipment to the Village, to authorize the President or his designee to enter into the Addendum whereby Canon will make certain progress payments to the supplier of the Equipment, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

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

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

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

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

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

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

(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. |                       |
| Beth Lukas, Deputy Village Clerk                   |                       |

# EXHIBIT A



1. AGREEMENT: CFS leases to Customer, a

|               | ANCIAL SERVICES, IN<br>ress: 14904 Collections Cer<br>60693 (800) |                                      |   | IANCE AGREEMENT  | CFS' AGE   | REEMENT                 |                            |
|---------------|---|--------------------------------------|---|--|--|-------------------------|----------------------------|
|               | LL LEGAL NAME)  |                                      | DBA   |  |  |                         | PHONE                      |
| VILLAGE OF    | STICKNEY, ILLING  | DIS                                  |   |  |  | ("Custome               | er")                       |
| BILLING ADDRE |   |                                      | CITY  | COUNTY   |  | STATE                   | ZIP                        |
| 6533 Pershir  | <u> </u>  |                                      | Stickney  |  |  | IL                      | 60402                      |
| EQUIPMENT ADI |   |                                      | CITY  | COUNTY   |  | STATE                   | ZIP                        |
| Same as Abo   | ove   |                                      |   |  |  |                         |                            |
| Quantity      | Serial Number   | EQUIPMENT Make/Model/Description     | INFORMATION                                       |  | NUMBER AND Number of Payments                      |                         | OF PAYMENTS Otal Payment * |
| 6             |   | Genetec - AU-K-                      | V-BS850-LC-00                                     |  | 60   |                         | 1,574.86                   |
|               |   |                                      |   |  |  |                         |                            |
|               |   |                                      |   |  |  |                         |                            |
|               |   |                                      |   |  |  |                         |                            |
|               |   |                                      |   |  |  |                         |                            |
| TERM:         | 60 months   | PAYMENT FREQUE                       | ENCY: Monthly Qu                                  | arterly Other:   |  |                         | * Plus Applicable Taxes    |
|               | CUSTOMER RE   | EPRESENTS THAT A<br>HE FOLLOWING SIG | LL ACTION REQUIRED TO A<br>NATORIES HAS BEEN TAKE | PT AS DESCRIBED IN THE FISC<br>AUTHORIZE EXECUTION OF TH<br>IN. THE UNDERSIGNED HAS R<br>IDITIONS SET FORTH IN THIS A<br>AUTHORIZED CUST | HIS AGREEMENT ON<br>EAD, UNDERSTANDS<br>AGREEMENT. | BEHALF OF<br>S AND HERE | _3                         |
| CANON FINA    | NCIAL SERVICES, IN  | c.                                   | By: X   |  | Title:   |                         |                            |
| Ву:           |   |                                      | Printed Name:                                     |  | Email Address:                                     |                         |                            |

| ACCEPTED  |   | AUTHORIZED CUSTOMER SIGNATURE                         |  |  |  |  |  |
|---|---|---|--|--|--|--|--|
| CANON FINANCIAL SERVICES, INC.  | By: X   | Title:  |  |  |  |  |  |
| Ву:   | Printed Name:   | Email Address:  |  |  |  |  |  |
| Title:  | Ву: Х   | Title:  |  |  |  |  |  |
| Date:   | Printed Name:   | Email Address:  |  |  |  |  |  |
| To: Canon Financial Services, Inc. ("CFS") Customer certifies that (a) the Equipment referred to in this Agreement has be all respects, satisfactory to Customer, and (d) the Equipment is irrevocably ac | ACCEPTANCE CEI<br>een received, (b) installation has been com<br>coepted by Customer for all purposes under | pleted, (c) the Equipment has been examined by Custor | ner and is in good operating order and condition and is, in<br>tes billing under this Agreement. |  |  |  |  |
| Signature: Printed Na   | me:   | Title (if any):                                       | Date:  |  |  |  |  |
|   | TERMS AND CO  | NDITIONS  |  |  |  |  |  |

and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided nervin, Customer as no right to return the

[state name or political subdivision or agency] of

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and amount and amount having the same date in such order as CFS, in its discretion, may determine.

5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT, CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any, So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier y which CFS may have with respect to any item of Equipment, provided that the scope and limitations of any such warranty shall be solely as set out or any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority does not appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exh austion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice state the failure of the legislative body or funding authority the necessary funds as the reason for cancilation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement, and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year observed several expense of customer for such fiscal year. And shall not constitute in indebtedness or a multiple fiscal year observed one or under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agree

7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement. As between CFS is the lesser and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filled with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and (b) inancing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

[State name] with its chief executive office at

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# We have prepared a quote for you

# **Phase II Fixed LPR**

Quote # 015392 Version 2

# Prepared for:

**Stickney Police Department** 

James Sassetti James.Sassetti@stickneypolice.com





Thursday, May 05, 2022

Stickney Police Department James Sassetti 6533 Pershing Road Stickney, IL 60402-4048 James.Sassetti@stickneypolice.com

Dear James,

I wanted to take a moment to send you over the quote I put together for your Phase II Fixed LPR system.

Please take a look and let me know if you have any questions or would like to see any adjustments made.

I'm available any time via phone or email to answer questions or address concerns.

As always, thank you for trusting Minuteman Security with your life-safety and security needs.

Thewn O'Connell

Shawn O'Connell Executive Account Manager Illinois 8200 W. 185th St Tinley Park , IL 60487 https://www.minutemanst.com 331-3013302







# Scope of Work

### Scope:

Minuteman Security Technologies will provide and install (6) new LPR cameras to the existing Genetec LPR solution for the Village of Stickney.

These (6) new cameras will installed at the following locations:

41st Street east of Harlem capturing eastbound 41 st traffic

- 1 LPR camera mounted on Village owned street light pole
- 1 OPM module with battery pack to power system during the day when this pole has no power. This pole has power from dusk until dawn
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

# 40th Street east of Harlem capturing eastbound 40th st traffic

- 1 LPR camera mounted on Village owned street light pole
- 1 OPM module with battery pack to power system during the day when this pole has no power. This pole has power from dusk until dawn
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

### 40th Place east of Harlem capturing eastbound 40th place traffic

- 1 LPR camera mounted on Village owned street light pole
- 1 New pole installed by Minuteman Security Technologies
- ComEd will be required to provide 24/7 power to this pole
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

### 45th Street east of Harlem capturing eastbound 45th st traffic.

- 1 LPR camera mounted on Village owned street light pole
- 1 OPM module with battery pack to power system during the day when this pole has no power. This pole has power from dusk until dawn
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

### Oak Park Ave at 45th Street capturing northbound OP Ave traffic

- 1 LPR camera mounted on Village owned street light pole
- 1 OPM module with battery pack to power system during the day when this pole has no power. This pole has power from dusk until dawn
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

Quote #015392 v2 Page: 3 of 9







# Scope of Work

Pershing Rd west of Cicero Ave capturing westbound Pershing Road from Cicero Ave.

- 1 LPR camera mounted on Village owned street light pole
- 1 New pole installed by Minuteman Security Technologies
- ComEd will be required to provide 24/7 power to this pole
- All LPR reads will transmit to Minuteman's Regional Cloud server via cell modem
- Village of Stickney to provide (1) SIM card and cellular data plan for this location

Minuteman assumes the following will be provided and/or installed by others:

- A/C disconnect and power on village owned poles
- 110VAC as needed.

### Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday Friday 7:00AM 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

# **Customer Supplied Connections:**

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote
- A network connection must be provided at each specified location. An IP address may also be required.

# **Existing Devices:**

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

### Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.

Quote #015392 v2 Page: 4 of 9





# Materials

| Description                                    | Price      | Qty | Ext. Price  |
|--|------------|-----|-------------|
| Head End Equipment & Software                  |            |     |             |
| MST COOP Law Connection - 5 Years, per camera  | \$2,500.00 | 6   | \$15,000.00 |
| Genetec Advantage for 1 AutoVu fixed camera co | \$280.00   | 6   | \$1,680.00  |
| Field Devices                                  |            |     |             |
| Black AutoVu SharpV Camera Kit                 | \$4,865.26 | 6   | \$29,191.56 |
| IPCam Pwr Box, 4x bt w/R240 Uplink             | \$1,594.64 | 2   | \$3,189.28  |
| Online Power Module, 1 LPR w/R240 Uplink       | \$2,553.08 | 4   | \$10,212.32 |
| Cabling & Misc.                                |            |     |             |
| 17' Breakaway Pole                             | \$1,573.93 | 1   | \$1,573.93  |
| 16ft above grade Direct Burial Pole, Black     | \$892.86   | 1   | \$892.86    |
| Misc Security Installation Materials           | \$500.00   | 1   | \$500.00    |
| Shipping & Handling                            | \$412.50   | 1   | \$412.50    |

Subtotal: \$62,652.45

# Labor

| Description  | Price      | Qty | Ext. Price |
|--|------------|-----|------------|
| Project Management Services  | \$1,085.00 | 1   | \$1,085.00 |
| Installation Services  | \$7,020.00 | 1   | \$7,020.00 |
| Programming Services   | \$5,425.00 | 1   | \$5,425.00 |
| Lyons Pinner to install electrical services on 2 poles for ComEd tie in.                               | \$1,428.57 | 2   | \$2,857.14 |
| Lyons Pinner to provide and install 4 fusable disconnects, step down transformers, conduit and cables. | \$5,077.65 | 1   | \$5,077.65 |
| Aerial Boom Lift Bucket Truck  | \$735.00   | 1   | \$735.00   |

Subtotal: **\$22,199.79** 





# Phase II Fixed LPR



Prepared by:
Illinois
Shawn O'Connell
3314549656
soconnell@minutemanst.com

Prepared for:

**Stickney Police Department** 

6533 Pershing Road Stickney, IL 60402-4048 James Sassetti 708-788-2131 ext. 211 James.Sassetti@stickneypolice.com Quote Information:

Quote #: 015392

Version: 2

Delivery Date: 05/05/2022 Expiration Date: 06/30/2022

# **Quote Summary**

| Description |                           |            |                  | Amount      |
|-------------|---------------------------|------------|------------------|-------------|
| Materials   |                           |            |                  | \$62,652.45 |
| Labor       |                           |            |                  | \$22,199.79 |
|             |                           |            | Total:           | \$84,852.24 |
| Payment Te  | rms: Net 30 Days          |            |                  |             |
| Illinois    |                           | Stickney P | olice Department |             |
| Signature:  | Shawn O'Connell           | Signature: |                  |             |
| Name:       | Shawn O'Connell           | Name:      | James Sassetti   |             |
| Title:      | Executive Account Manager | Date:      |                  |             |
| Date:       | 05/05/2022                |            |                  |             |

8200 W. 185th St Tinley Park, IL 60487 https://www.minutemanst.com 331-3013302







# Sales Agreement T&C's

# Standard

OPERATION: Customer shall be responsible for: (i)properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

**EXCLUSIONS:** Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- · Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES -MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Quote #015392 v2 Page: 7 of 9 8200 W. 185th St Tinley Park , IL 60487 https://www.minutemanst.com 331-3013302







# Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

**INDEMNIFICATION:** Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- What is Covered: This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- · How Long Coverage Lasts: This warranty runs for one year from the date your system was installed and accepted.
- What Is Not Covered: This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- What Minuteman Will Do: Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- How To Get Service: Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- How State Law Applies: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

# Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Quote #015392 v2 Page: 8 of 9

8200 W. 185th St Tinley Park , IL 60487 https://www.minutemanst.com 331-3013302







# Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Quote #015392 v2 Page: 9 of 9





# Security & Surveillance Payment

Only Input Yellow Fields

| Customer Name | Stickney PD |
|---------------|-------------|
| Points        |             |
| Total Cost    | \$84,852.24 |

Payments for Commerical Customers - \$1 Purchase Option

\$1,676.68 0.01976 9 \$2,050.03 0.02416 48 \$2,643.15 0.03115 36 \$4,247.70 0.05006 \$7,870.89 0.09276 **Total Monthly Payment** Rate Factor Standard

|                       | Payme      | ents for Munici | pal Customers | Payments for Municipal Customers - \$1 Purchase Option | Option     |
|-----------------------|------------|-----------------|---------------|--|------------|
| Muni - 0 Point Only   | 12         | 24              | 36            | 48   | 09         |
| Total Monthly Payment | \$7,769.07 | \$4,145.88      | \$2,541.32    | \$1,948.21   | \$1,574.86 |
| Rate Factor           | 0.09156    | 0.04886         | 0.02995       | 0.02296  | 0.01856    |
|                       |            |                 |               | I  |            |

# **EXHIBIT B**



### PROGRESS PAYMENTS ADDENDUM

|               | <br> | <br> |
|---------------|------|------|
| CFS Agreement |      |      |
| Number:       |      |      |
| Vendor Legal  |      |      |
| Name:         |      |      |

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

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

WHEREAS, capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement; and NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

- 1. Progress Payments. Subject to the terms and conditions set forth in this Addendum, CFS agrees to pay to the Vendor fifty percent (50%) of the purchase price and the related charges for the Equipment ("Purchase Price") as set forth in Vendor's invoice for such Equipment (a "Progress Payment", and in the plural, collectively, "Progress Payments") in advance of the commencement of the lease or rental term under the Agreement. Upon receipt by CFS of the Agreement, this Addendum, and all other required documentation duly executed by Customer, including, if applicable, a Municipal PO (as defined herein) (collectively, "Customer Documentation"), CFS shall make the Progress Payment to Vendor. Customer shall maintain the insurance required under the Agreement as to any item of Equipment for which the Progress Payment was made from the date of such Progress Payment, and shall deliver to CFS, upon demand, evidence of such insurance satisfactory to CFS in its sole discretion. Upon confirmation satisfactory to CFS in its sole and absolute discretion of delivery and unconditional acceptance of the Equipment by Customer, CFS shall pay to Dealer an additional Progress Payment for the remaining balance of the Purchase Price.
- 2. Repayment Amount; Late Charge. If (a) all of the Equipment has not been delivered to and accepted by the Customer under the Agreement for any reason within ninety (90) days of payment of the initial Progress Payment; or (b) Customer shall cancel its order for any item of Equipment or shall fail to unconditionally accept any item of Equipment upon delivery from Vendor or fail to execute any and all documentation required by CFS in connection therewith; or (c) Vendor shall fail to deliver and install any item of Equipment pursuant to any purchase order or agreement, or to convey to CFS good and marketable title to the Equipment free and clear of all liens, claims, security interests, and encumbrances; or (d) a default occurs hereunder or under the Agreement; or (e) there shall occur a material adverse change in the Customer's financial condition; then the Customer shall be deemed to be in default under this Addendum and under the Agreement, and shall pay to CFS, upon demand, an amount equal to the aggregate amount of all Progress Payments made by CFS to Dealer in connection with the Agreement, together with interest (calculated from the date of issuance of each such Progress Payment by CFS to Vendor) at a rate equal to the Prime Rate plus two and a half percent (2.50%) per annum or the maximum rate of interest allowable by applicable law (collectively, the "Repayment Amount"). For the purposes hereof, "Prime Rate" shall mean the Prime Rate as published in the Wall Street Journal on the date hereof. If Customer fails to pay the Repayment Amount or any portion thereof on demand, or any other amount hereunder by the applicable due date, Customer agrees to pay to CFS a late fee charge equal to ten percent (10%) of each such delayed payment (not to exceed the maximum amount permitted by applicable law), together with reasonable legal, collection, and other expenses incurred by CFS in connection therewith.
- 3. Amounts Received by Customer. Customer has no interest in or right to any Progress Payments, and if any Progress Payments are returned, rescinded or refunded to Customer by Vendor, Vendor shall immediately disclose such amounts to CFS and, upon demand, forward such amounts to CFS.
- 4. <u>Obligations Absolute and Unconditional</u>. Customer shall pay all amounts hereunder absolutely and unconditionally, without abatement, deduction, off-set, defense or counterclaim of any kind whatsoever. If the Equipment is not manufactured and delivered as required by the purchase agreement or other agreement between Customer and Vendor, or is unsatisfactory for any reason, Customer shall make all claims pertaining thereto solely against the Vendor.
- 5. <u>Indemnification.</u> Customer agrees to indemnify and hold harmless CFS against any losses, claims, damages or liabilities (or actions in these respects) in any way arising out of, in connection with, or resulting from the Customer Documentation or any purchase order or other agreement related to the Equipment or the enforcement of any of the foregoing, or any item of Equipment, including, without limitation, the manufacture, selection, delivery, possession, use, operation or return of the Equipment, and any taxes for which Customer is responsible in connection therewith. Customer's obligations under this paragraph shall survive expiration or termination of this Addendum and the Agreement notwithstanding any other provision contained herein. Nothing herein shall be construed as a waiver or limitation of any rights of CFS under the Agreement.
- 6. <u>Additional Requirement for Municipal Customer</u>. If the Customer is a municipal entity (as determined by CFS in its sole discretion), Customer shall deliver to CFS, concurrently with this Addendum, a purchase order for the aggregate amount of the Progress Payment plus interest thereon (calculated for a period of ninety (90) days) in an amount equal to the Prime Rate <u>plus</u> two and a half percent (2.50%) per annum, as evidence that Customer has sufficient funds available during its current appropriation period to repay such amounts ("Municipal PO").
- 7. <u>Miscellaneous.</u> This Addendum is supplemental to the Agreement and the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein. In the event of any conflict between the provisions of this Addendum and the provisions of the Agreement or the provisions of the purchase agreement or other agreement between Customer and Vendor, the provisions of this Addendum shall govern and control to the extent of such conflict. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CES

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

| CANON FINANCIAL SERVICES, INC. | Customer: | VILLAGE OF STICKNEY, ILLINOIS | _ 1 |
|--------------------------------|-----------|-------------------------------|-----|
| Ву:                            | By:       |                               |     |
| Name:                          | Name:     |                               |     |
| Title:                         | Title:    |                               |     |
| Date:                          |           |                               |     |
| TEC 20E0 (40/4E)               |           |                               |     |