

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, December 20, 2022

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Consider the request for the Board's Consent and Approval to Promote Officer Ricky Foytik to the Rank of Corporal effective January 1, 2023
7. Pass and Approve Ordinance 2022-25, "An Ordinance Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Stickney and the Consolidated Emergency Response Center of Cook County, Illinois for the Provision of Equipment for the Village of Stickney, County of Cook, State of Illinois"
8. Pass and Approve Ordinance 2022-26, "An Ordinance Adopting Chapter 6, Article II, Section 6-58 of the Municipal Code , Village of Stickney, Illinois Regarding Liquor Licenses
9. Consideration of the Amendment to the Statement of Work Entered into Between Quicket Solutions Inc. and the Village of Stickney, Illinois
10. Report from the Mayor
11. Report from the Clerk
 - a. Approval of the 2023 Holiday Schedule
12. Trustee Reports/Committee Reports
13. Reports from Department Heads
14. Public Comments
15. Adjournment

Posted December 16, 2022

December 6, 2022

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, December 6, 2022, at 7:00 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Savopoulos moved, duly seconded by Trustee Japolnek to approve the minutes of the regular board meeting held on Tuesday, November 15, 2022.

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

Trustee Milenkovic moved, duly seconded by Trustee Torres to Pass and Approve Ordinance 2022-2023, "An Ordinance for the Levy and Assessment of Taxes for the Village of Stickney, Cook County, Illinois"

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

Prior to the vote the Mayor introduced Stickney Finance Director David Gonzalez. He presented the following information: The amount in this ordinance is the same as the tentative budget that was presented last month. There were no changes to the tentative levy of the total corporate funds that will be levied of \$2,826,142.00. This is the same amount that was levied the year before. Our debt service will go down about \$4200.00 for the year. Overall, the levy will remain flat.

The Mayor thanked David Gonzalez and his staff for preparing the tax levy.

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to pass Resolution 22-2022, "A Resolution for Maintenance Appropriating \$44,552.00 of MFT funds for the purchase of Rock Salt"

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Hrejsa

Nays: None

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to approve Resolution 23-2022, "A Resolution Authorizing and Approving a Local Public Agency Maintenance Engineering Service Agreement with Frank Novotny and Associates, Inc. for the Village of Stickney"

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Hrejsa

Nays: None

Mayor Walik declared the motion carried.

Trustee Torres moved, duly seconded by Trustee Kapolnek to approve Resolution 24-2022, "A Resolution Authorizing Approving, and Ratifying a Contract for Services from Shallow Creek Kennels, Inc. for the Village of Stickney"

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Hrejsa

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote the Mayor informed the people that we will be getting another police canine. He thanked the police chief and his staff. This is coming through a grant. We will be picking our own dog. A question was raised over who the dog handler will be.

MAYOR'S REPORT: The Mayor thanked the police and fire for all their hard work and Joe and his crew. The leaf program will continue until we have snow. The streets looked very good, and the cars were moved. The leaves were picked up in preparation for the snow. They did decorate this week throughout the Village. The grinding of the sidewalks is done. The Senior Lunch is this Saturday at 11:00 at the Viverito Center.

CLERK'S REPORT: The clerk asked the Board to approve the 2023 Regular Board Meeting Schedule.

Trustee White moved, duly seconded by Trustee Savopoulos to approve the 2023 Regular Board Meeting Schedule.

Upon the roll call, the following Trustees voted:

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

Absent: Trustee Hrejsa

Nays: None

Mayor Walik declared the motion carried.

In addition, the clerk reminded people that Pearl Harbor Remembrance Day is December 7. Flags should be flown at half-staff.

CORRESPONDENCE: A letter of appreciation was sent to the Mayor from the Village of Forest View from their president Nancy Miller. On October 28, 2022, while their street sweeper was being repaired, Stickney Public Works used our street sweeper to clean the streets in Forest View. They greatly appreciated our support. They extended an offer if there is anything they could do for us.

TRUSTEE REPORTS:

TRUSTEE TORRES: We were reminded of the Christmas party for the children and the seniors. The seniors are from 11:00 a.m. to 1:00 p.m. The children's party is from 2:00 to 4:00 p.m. It will be held at the North Clinic located at 40th and Euclid.

The Mayor thanked her and Trustee Hrejsa for all their hard work coordinating these parties.

Mitch Milenkovic: He thanked everyone for their donations to the Operation Support Our Troops. All the things in the front foyer will be transferred to a warehouse in Lisle this week where they are sorted and boxed up and shipped out to our troops across the country and the world. It is a wonderful program. It was started by the Mayor years ago and now he is continuing it. In addition, he reminded people of the Visitors Center located at the back of the courtroom. There is a museum there. People bring him things to donate to the museum. He displayed the newest item of a *Life Newspaper* anniversary edition from 1956. He made copies for the display because it is quite fragile.

DEPARTMENT REPORTS: No reports

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 7:12 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2022

Jeff Walik, Mayor

Village of Stickney
Warrant Number 22-23-15

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
December 20, 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		185,016.03
02 WATER FUND		50,614.61
03 MOTOR FUEL TAX FUND		39,499.69
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>275,130.33</u>
General Fund Payroll	12/15/2022	247,726.14
Water Fund Payroll	12/15/2022	<u>18,472.16</u>
	Subtotal:	<u>266,198.30</u>
Total to be Approved by Village Council		<u><u>541,328.63</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 12/1/2022 Through 12/15/2022

Check Number	Vendor Name	Effective Date	Check Amount
506300	Lauterbach & Amen, LLP	12/1/2022	13,600.00
506301	Abila	12/5/2022	921.45
506302	AED Essentials, Inc.	12/5/2022	250.00
506303	Air One Equipment, Inc.	12/5/2022	463.00
506304	Alta Construction Equipment Illinois LLC	12/5/2022	98.40
506305	Bell Fuels, Inc.	12/5/2022	4,128.94
506307	CDW Government	12/5/2022	210.57
506308	Comcast Business	12/5/2022	4,179.31
506309	Comcast	12/5/2022	253.25
506311	Costco - Citicard	12/5/2022	1,204.95
506312	CPURX, Inc.	12/5/2022	6,267.00
506313	CWF Restoration	12/5/2022	650.00
506314	Eckert Enterprises, Inc.	12/5/2022	1,590.00
506316	Emily Senkowsky	12/5/2022	190.00
506317	ESO Solutions, Inc.	12/5/2022	327.82
506318	Illinois State Police	12/5/2022	28.25
506320	Infinity Signs	12/5/2022	1,409.53
506321	Konica Minolta Business Solutions U.S....	12/5/2022	42.52
506322	Lauterbach & Amen, LLP	12/5/2022	1,000.00
506323	Maurice Moore Memorials	12/5/2022	400.00
506325	Minuteman Press of Lyons	12/5/2022	264.68
506326	Municipal Emergency Services	12/5/2022	329.26
506327	NAPA AUTO PARTS	12/5/2022	36.25
506329	Outfitter's	12/5/2022	200.00
506330	Ruben Quintana	12/5/2022	4,900.00
506332	Russo's Power Equipment, Inc.	12/5/2022	159.99
506334	STAPLES BUSINESS CREDIT	12/5/2022	1,257.95
506335	The Eagle Uniform Co.	12/5/2022	2,265.00
506336	Zoll	12/5/2022	113.87
506337	Air Comfort	12/12/2022	7,212.00
506338	Airgas USA LLC	12/12/2022	1,231.20
506339	Air One Equipment, Inc.	12/12/2022	655.00
506340	ANDERSON PEST SOLUTIONS	12/12/2022	77.95
506341	Artistic Engraving	12/12/2022	147.50
506342	Autotime	12/12/2022	910.93
506343	Bryan Davids Landscaping Maintenanc...	12/12/2022	315.00
506344	Bell Fuels, Inc.	12/12/2022	2,837.46
506345	Bluders Tree Service & Landscaping	12/12/2022	1,250.00
506346	Capers	12/12/2022	2,500.00
506347	CDW Government	12/12/2022	2,275.09
506348	Comcast	12/12/2022	458.90
506351	Critical Reach	12/12/2022	300.00
506352	Dearborn National	12/12/2022	1,268.23
506353	Fullmer Locksmith Service	12/12/2022	380.50
506354	Google LLC	12/12/2022	240.00
506356	Helson's Garage Door Store, Ltd.	12/12/2022	4,988.00
506357	Illinois alarm services, Inc.	12/12/2022	1,965.00
506358	Infinity Signs	12/12/2022	300.00
506359	Konica Minolta Business Solutions U.S....	12/12/2022	404.06
506360	L.A. Fasteners, Inc.	12/12/2022	19.03
506361	Menards - Hodgkins	12/12/2022	350.85
506362	Minuteman Press of Lyons	12/12/2022	174.42
506363	Monroe Truck Equipment, Inc.	12/12/2022	38.11
506364	Murphy Construction Services, LLC	12/12/2022	13,680.00
506365	Quadient Finance USA, Inc.	12/12/2022	1,000.00

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 12/1/2022 Through 12/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506368	O'Reilly First Call	12/12/2022	1,497.72
506369	RAY O'HERRON CO. INC.	12/12/2022	295.93
506371	Stickney Golden Agers	12/12/2022	1,500.00
506372	Trotsky Investigative Polygraph, Inc.	12/12/2022	165.00
506373	VERIZON	12/12/2022	1,932.36
506374	WASTE MANAGEMENT	12/12/2022	31,655.64
506375	Westfield Ford, Inc.	12/12/2022	1,389.20
506376	Widaman Sign	12/12/2022	725.00
506377	Woodlake Occupational Health	12/12/2022	240.00
506378	United States Treasury	12/12/2022	16,236.98
506379	United States Treasury	12/12/2022	17,590.63
506380	United States Treasury	12/12/2022	<u>20,066.35</u>
	Total 01 - General Fund		185,016.03

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 12/1/2022 Through 12/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506300	Lauterbach & Amen, LLP	12/1/2022	13,600.00
506305	Bell Fuels, Inc.	12/5/2022	2,064.47
506306	Brookfield Auto Center	12/5/2022	2,878.15
506315	EJ USA Inc.	12/5/2022	14,647.14
506319	Industrial Toolbox, Inc.	12/5/2022	804.27
506322	Lauterbach & Amen, LLP	12/5/2022	1,000.00
506324	Menards - Hodgkins	12/5/2022	172.63
506328	NICOR GAS	12/5/2022	386.26
506333	Standard Equipment Company	12/5/2022	1,132.90
506344	Bell Fuels, Inc.	12/12/2022	1,418.72
506349	ComEd	12/12/2022	23.01
506350	Core & Main	12/12/2022	8,043.42
506363	Monroe Truck Equipment, Inc.	12/12/2022	143.17
506366	NICOR GAS	12/12/2022	3,904.97
506368	O'Reilly First Call	12/12/2022	235.36
506370	S & S Industrial Supply	12/12/2022	160.14
	Total 02 - Water Fund		50,614.61

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 12/1/2022 Through 12/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506310	ComEd	12/5/2022	4,403.57
506331	Riccio Construction Corporation	12/5/2022	34,048.82
506349	ComEd	12/12/2022	143.71
506355	HALL SIGNS, INC.	12/12/2022	903.59
	Total 03 - Motor Fuel Tax Fund		39,499.69
Report Total			275,130.33

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

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



JEFF WALIK
Mayor

December 10, 2022

Re: Request to promote Officer Ricky Foytik

Honorable Mayor Jeff Walik and Village Trustees,

Due to the recent hiring of additional police officers and need to keep our span of control at a manageable level, I am respectfully requesting your consent and approval to promote Officer Ricky Foytik to the rank of Corporal effective January 01, 2023. Officer Foytik has shown to be an exemplary officer, leader among his peers and well deserving of this promotion. This promotion is within the scope of Stickney Municipal Code, Chapter 45, Sec. 46-33. Thank you in advance for your consideration with this request.

Respectfully,

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

James T. Sassetti
Chief of Police

ORDINANCE NO. 2022-25

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STICKNEY AND THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY, ILLINOIS FOR THE PROVISION OF EQUIPMENT 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 to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

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

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government, such as municipalities; and

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

WHEREAS, the Village and the Consolidated Emergency Response Center Of Cook County, Illinois ("CERCCC") are both public agencies under the laws of the State of Illinois; and

WHEREAS, CERCCC is authorized and empowered, pursuant to Section 15.4(b) of the Illinois Emergency Telephone System Act (the "Act") (50 ILCS 750/15.4(b)), to plan, implement, upgrade, and maintain an Emergency 9-1-1 System, and to expend funds for communications equipment and related software applications required to produce a response by the appropriate emergency public safety agency or other provider of emergency services as a result of an emergency call being placed; and

WHEREAS, there exists an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which governs the terms whereby CERCCC will provide certain emergency response communications equipment and services (the "Equipment") to the Village; 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 both advisable and in the best interests of the Village and its residents to enter into and approve of the Agreement; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby CERCCC will provide the Equipment to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms of this Ordinance and to ratify any steps taken to effectuate those goals.

ARTICLE II. AUTHORIZATION

SECTION 3. AUTHORIZATION.

That the Village Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

SECTION 4. HEADINGS.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance

nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force immediately upon its 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.**

Audrey McAdams, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into by and between the Consolidated Emergency Response Center of Cook County, Illinois ("CERCCC") and the Village of Stickney, Illinois, an Illinois municipal corporation, (the "Village") on _____, 20__ (the "Effective Date"). The Village and CERCCC may, for convenience purposes only, be referred to as the "Parties" and each individually as a "Party."

W I T N E S S E T H

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

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

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

WHEREAS, the Village and CERCCC are both public agencies under the laws of the State of Illinois; and

WHEREAS, CERCCC is authorized and empowered, pursuant to Section 15.4(b) of the Illinois Emergency Telephone System Act (the "Act") (50 ILCS 750/15.4(b)), to plan, implement, upgrade, and maintain an Emergency 9-1-1 System, and to expend funds for communications equipment and related software applications required to produce a response by the appropriate emergency public safety agency or other provider of emergency services as a result of an emergency call being placed; and

WHEREAS, Cicero Consolidated Dispatch ("CCD") and its police member agencies, including the Village, currently operate on a disparate radio system that is utilized by multiple dispatch centers, which increases the chances for errors and safety issues; and

WHEREAS, the Stickney Fire Department utilizes an antiquated communications system which cannot be repaired or updated; and

WHEREAS, the CCD and its member police and fire departments, including the Stickney Fire Department and the Stickney Police Department, require a reliable, technologically up-to-date system that facilitates effective radio communication for all users; and

WHEREAS, in order to provide critical improvements to the CCD, CERCCC has obtained a proposal from A-Beep (the “Proposal”), attached hereto and incorporated herein as Exhibit A, to provide equipment and services required to update and/or replace the existing radio systems (the “Updated Equipment”); and

WHEREAS, each member of the CERCCC is required to maintain, at its own cost and expense, necessary communication and networking equipment approved by CERCCC; and

WHEREAS, the purchase of the Updated Equipment in a single transaction would place a financial burden on the Village; and

WHEREAS, CERCCC desires to loan the amount of One Hundred Ninety-Eight Thousand Eight Hundred and Eighty-Eight U.S. Dollars and 00/100 U.S. Dollars (\$198,888.00) for the purchase of the Updated Equipment on behalf of the Village; and

WHEREAS, should the Village elect to end its membership in the CERCCC on or before January 1, 2028, the Village shall reimburse the CERCCC for the Updated Equipment in accordance with the Reimbursement Schedule (as defined below) in accordance with the depreciating value of the Updated Equipment;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **RECITALS:** The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **LOAN; REIMBURSEMENT:**
 - a. **Purchase of Updated Equipment.** CERCCC shall purchase the Updated Equipment on behalf of the Village in the amount of One Hundred Ninety-Eight Thousand Eight Hundred and Eighty-Eight U.S. Dollars and 00/100 U.S. Dollars (\$198,888.00). CERCCC shall pay A-Beep directly and provide the Village with copies of paid invoices for the purchase and installation of the Updated Equipment within thirty (30) days of payment.
 - b. **Reimbursement.** If the Village elects to cease its membership as part of the CERCCC before January 1, 2028, the Village agrees to and shall make reimburse CERCCC (the “Reimbursement Payment”) for the Updated Equipment in accordance with the reimbursement schedule (the “Reimbursement Schedule”), attached hereto and incorporated herein as Exhibit “B,” based on the year in which the Village elects to separate from the CERCCC. The Reimbursement Payment shall be due within ten (10) business days of the Village’s separation from the CERCCC. The Reimbursement Payments shall be made payable to the Consolidated

Emergency Response Center of Cook County, Illinois and shall be made by wire transfer.

3. **DEFAULT.** If the Village defaults on this Agreement by failure to timely make a reimbursement payment, CERCCC, in its sole discretion, shall, at any time on or after the date of breach, be authorized to increase the amount due and owing to include an interest penalty amount. Such penalty shall be calculated at the rate of nine percent (9%) per annum, or any other rate as allowed by law, on the remaining amount then due and owing from the date of breach. In case of breach, CERCCC may also automatically accelerate the outstanding payment to become due immediately from the Village upon thirty (30) days written notice. CERCCC may also initiate any action in a court of law or in equity to enforce the Agreement; in such instance, CERCCC may also assess against the Village its attorneys' fees and court costs. CERCCC's delay of enforcement of any provision under this Section shall not be deemed a waiver. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

4. **LEGISLATION.** The Board of Commissioners of the CERCCC and the Board of Trustees of the Village shall enact all necessary ordinances and/or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

5. **COOPERATION; CONTINUED MEMBERSHIP IN CERCCC.** The Parties hereby agree and acknowledge that this Agreement shall be followed by another intergovernmental agreement which shall set forth the terms and conditions under which CERCCC shall pay for additional equipment, services, and upgrades to the Village's communication system. The Parties agree to cooperate in good faith for the negotiation and approval of such subsequent agreements. In the event that, for any reason, the Village's radios or existing equipment are incompatible or otherwise non-functional after the installation of the new radio infrastructure upgrades, the Village hereby waives any and all claims against CERCCC for such equipment incompatibility and hereby agrees to bring its existing radio systems into compatibility with CERCCC's systems at its own cost or to withdraw as a member of CERCCC within a reasonable time period as may be agreed to by the Parties.

6. **GRANT FUNDS.** The Village hereby agrees to allow CERCCC to act as its agent for the limited purpose of applying for any grants or other forms of local, state, or federal funding to defray the costs of the projects contemplated herein. The Village shall at all times cooperate with CERCCC on any grant applications or processes. In the event that any grant or other funding for the projects contemplated herein is obtained from other governmental agencies or other sources through the efforts of either Party, the Village shall notify CERCCC of any such award and shall remit 100% of such awarded funds to CERCCC within ten (10) business days of the receipt of the same by wire transfer.

7. **OWNERSHIP OF EQUIPMENT.** The Updated Equipment installed at any Stickney Police or Fire Station, or any other Village owned property, shall at all times remain the property of CERCCC. In the event that the Village elects to separate from CERCCC, the Village shall reimburse CERCCC for the Updated Equipment the Village retains, the value of which is set

forth in Exhibit B. Under no circumstances shall the Village's departure from CERCCC void or delay the Village's obligations to make those payments set forth in Exhibit B.

8. **NOTICES.** Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:
Village of Stickney

Attn: _____

With a Copy to:

If to CERCCC
Consolidated Emergency Response Center
of Cook County Joint 9-1-1 Authority
5303 West 25th Street
Cicero, IL 60804
Attn: CERCCC Director

With a Copy to:

9. **SEVERANCE.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

11. **MODIFICATION & WAIVER.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.

12. **HEADINGS.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

13. **CONSTRUCTION AND GOVERNING LAW.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

14. **RIGHT TO COUNSEL.** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable amount of time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

15. **COUNTERPARTS & FACSIMILE.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the later date written below.

Executed:

Authorized Representative of the Village of Stickney, Illinois

Date

ATTEST:

Village Clerk

(SEAL)

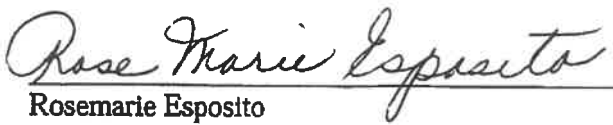


Authorized Representative of CERCCC, Illinois



Date

ATTEST:



Rosemarie Esposito
Board Secretary

(SEAL)

EXHIBIT A
PROPOSAL

ORDINANCE NO. 120120220

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF STICKNEY FOR THE CONSOLIDATED EMERGENCY
RESPONSE CENTER OF COOK COUNTY.**

WHEREAS, the Consolidated Emergency Response Center of Cook County (the “CERCCC”) is a joint emergency telephone system board established pursuant to an intergovernmental agreement in accordance with Section 15.4 of the Illinois Emergency Telephone System Act (the “Act”) (50 ILCS 750/15.4); and

WHEREAS, the CERCCC is authorized and empowered, pursuant to Section 15.4(b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government; and

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

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

WHEREAS, the CERCCC and the Village of Stickney (the “Village”) are public agencies; and

WHEREAS, Cicero Consolidated Dispatch (“CCD”) and its police member agencies, including the Village, currently operate on a disparate radio system that is utilized by multiple dispatch centers, which increases the chances for errors and safety issues; and

WHEREAS, the Stickney Fire Department utilizes an antiquated communications system which cannot be repaired or updated; and

WHEREAS, the CCD and its member police and fire departments, including the Stickney Fire Department and the Stickney Police Department, require a reliable, technologically up-to-date system that facilitates effective radio communication for all users; and

WHEREAS, in order to provide critical improvements to the CCD, CERCCC has obtained a proposal from A-Beep (the “Proposal”) to provide equipment and services required to update and/or replace the existing radio systems (the “Updated Equipment”); and

WHEREAS, CERCCC desires to loan the amount of One Hundred Ninety-Eight Thousand Eight Hundred and Eighty-Eight U.S. Dollars and 00/100 U.S. Dollars (\$198,888.00) for the purchase of the Updated Equipment on behalf of the Village; and

WHEREAS, the Village and the CERCCC wish to enter into a certain intergovernmental agreement which will govern such terms (the “IGA”), attached hereto as Exhibit A; and

WHEREAS, the CERCCC finds that it is advisable and necessary to approve the IGA; and

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

NOW THEREFORE, BE IT RESOLVED by the CERCCC, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0 Findings.

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

Section 2.0 Purpose.

The purpose of this Ordinance is to approve the IGA, and any modification or additional agreement thereof, and to further authorize the Chairman to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.0 Authorization.

The CERCCC hereby approves the IGA and authorizes and directs the Chairman or his designee to execute any modification or additional agreement thereof consistent with the intent of this Ordinance, with such insertions, omissions and changes as shall be approved by the Chairman and the Attorney. The CERCCC hereby authorizes and directs the Chairman to execute all necessary documents and to take such steps as are necessary to carry out the intent of this Ordinance.

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

Section 4.0 Headings.

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

Section 5.0 Severability.

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

Section 6.0 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 7.0 Effective Date.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ADOPTED this 1st day of December 2022, pursuant to a roll call vote as follows:

COMMISSIONER	YES	NO	ABSENT	PRESENT
Jelic	X			
Paggi Penzkofer	X			
Buscemi	X			
Raleigh			X	
Schullo	X			
Esposito				
Chlada, Jr.			X	
Fithian	X			
Chairman Tillman				X
TOTAL	5		2	1

APPROVED by the Chairman on December 1, 2022


MICHAEL G. TILLMAN, CHAIRMAN

ATTEST:

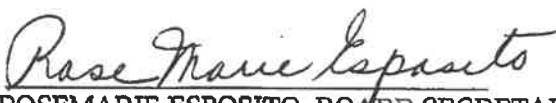

ROSEMARIE ESPOSITO, BOARD SECRETARY

Exhibit A

November 29, 2022

To: Delores Temes
Cicero Consolidated Dispatch
Executive Director

From: John Sullivan
Account Manager

Please accept this summary of our proposed project for radio system upgrades for the Cicero Consolidated Dispatch Systems.

Background:

The Cicero Consolidated Dispatch (CCD) and their police member agencies currently operate on disparate radio system which are utilized by multiple dispatch centers. The current operation allows for errors and potential officer safety issues. The Cicero and Stickney Fire Departments utilize an antiquated system which cannot be repaired or updated. The CCD and member agencies (police and fire) require a reliable, technologically up-to-date system that facilitates effective radio communication for all its users.

Benefits of the project:

- Provide interoperability for all of our police and fire member agencies to communicate with each other
- Provides a digital channel which will provide better quality audio.
- Provides for a variety of different manufactured radios to be used on the system
- Allows the Stickney and Forest View Police Department to move from a channel shared by multiple agencies and dispatch centers to their own private channel.
- The current fire channel is outdated and presents responder safety concerns due to its unreliability and poor quality. The new digital channel provides new equipment and up-to-date technology; providing for safer and more effective communications
- Upgraded technology will provide better coverage and clearer audio.
- The microwave system would also serve as the backup connectivity for CAD and the primary link for the future use of fire station alerting systems.

Cicero Consolidated Dispatch Radio Project

Licensing - FCC

	1	\$4,000.00	\$4,000.00
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Microwave Network. 200 MBPS

Ring + CPD	1	\$221,070.00	\$221,070.00
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Add SFD & CFD1	1	\$71,252.00	\$71,252.00
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Add Forest View	1	\$35,626.00	\$35,626.00
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Fire Channel Equipment VHF P25	1	\$85,000.00	\$85,000.00
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Police 3 Channel P25 Digital AES Encrypted	1	\$190,918.00	\$190,918.00
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Site Improvements

Antenna, Line, Combining, Cabinets, Site Improvements	1	\$158,529.00	\$158,529.00
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Turn Key 10' x 20' shelter installation - Subject of availability	2	\$74,000.00	\$148,000.00
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		Total Infrastructure	\$914,395.00
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EXHIBIT B
REIMBURSEMENT SCHEDULE

Year 1 of loan 2023	Year 2 of loan 2024	Year 3 of loan 2025	Year 4 of loan 2026	Year 5 of loan 2027
\$198,888.00	\$159,111.00	\$119,334.00	\$79,557	\$39,777.00

ORDINANCE NO. 2022-26

AN ORDINANCE ADOPTING CHAPTER 6, ARTICLE II, SECTION 6-58 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING LIQUOR LICENSES

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

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

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

WHEREAS, the Village licenses and regulates businesses within the Village, and more specifically, businesses selling alcoholic liquor; and

WHEREAS, the Corporate Authorities are empowered to determine the number and types of liquor licenses available in the Village and the requirements for obtaining and maintaining such licenses, subject to the provisions of the Municipal Code of the Village of Stickney (the "Village Code") and the Illinois Liquor Control Act, 235 ILCS 5/1, *et seq* (the "Act"); and

WHEREAS, it is in the best interests of the Village and its residents that bars, restaurants, and other businesses which sell liquor report to the Village's Police Department and/or Fire Department events or activities which may threaten the health, safety or property of patrons of said businesses or Village residents; and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in implementing the regulations contemplated herein (the "Regulations"); and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to adopt Chapter 6, Article II, Section 6-58 of the Village Code to require liquor licensees to report to the Village Police Department and/or Fire Department certain events or activities which reasonably pose a risk to the health, safety and welfare of the public.

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

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to adopt Chapter 6, Article II, Section 6-58 of the Village Code to require liquor licensees to report to the Village Police Department and/or Fire Department certain events or activities which reasonably pose a risk to the health, safety and welfare of the public and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II. ADOPTION OF CHAPTER 6, ARTICLE II, SECTION 6-58 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. ADOPTION OF CHAPTER 6, ARTICLE II, SECTION 6-58.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 6, Article II, Section 6-58 as follows:

Sec. 6-58. Required Reporting.

- (a) Every liquor licensee shall be required to report any event or activity which threatens the health, safety or wellbeing of patrons, staff, or the general public which occurs at the licensed premises. Such events or activities shall be reported immediately to the Village's Police Department and/or Fire Department. Such events or activities which must be reported include, but are not limited to:
1. Physical altercations or assaults on premises, including in front of the licensed premises and/or in its parking lot
 2. Verbal altercations that result in one or more persons being removed from the premises
 3. The use of any weapon, including knives or firearms, on premises
 4. Threats to the safety of any patrons or staff which occur at the licensed premises
 5. Serious physical accidents, regardless of whether such accidents are related to alcohol consumption
- (b) Failure to report any such event or activity immediately to the Village Police Department and/or Fire Department shall result in a \$750 fine. Any licensee which is found guilty of two (2) or more such violations for failure to report under this section may be subject to the suspension or revocation of his or her liquor license.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance, and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective ten (10) days after its 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.

Audrey McAdams, Village Clerk

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

2023 VILLAGE OF STICKNEY HOLIDAY SCHEDULE

**The Village Hall and Public Works will be closed for business on the following
holidays**

MONDAY, JANUARY 16, 2023

MARTIN LUTHER KING DAY

MONDAY, FEBRUARY 20, 2023

PRESIDENT'S DAY

MONDAY, MAY 29, 2023

MEMORIAL DAY

MONDAY, JUNE 19, 2023

JUNETEENTH

TUESDAY, JULY 4, 2023

INDEPENDENCE DAY

MONDAY, SEPTEMBER 4, 2023

LABOR DAY

MONDAY, OCTOBER 9, 2023

COLUMBUS DAY

FRIDAY, NOVEMBER 10, 2023

VETERAN'S DAY

THURSDAY, NOVEMBER 23, 2023

THANKSGIVING DAY

FRIDAY, NOVEMBER 24, 2023

DAY AFTER THANKSGIVING

FRIDAY, DECEMBER 22, 2023

CHRISTMAS EVE

MONDAY, DECEMBER 25, 2023

CHRISTMAS DAY

MONDAY, JANUARY 1, 2024

NEW YEAR'S DAY

**AMENDMENT TO THE STATEMENT OF WORK ENTERED INTO BETWEEN
QUICKET SOLUTIONS, INC. AND THE VILLAGE OF STICKNEY, ILLINOIS**

THIS amendment (the "Amendment") modifies and supersedes the Statement of Work (the "Agreement"), incorporated herein by reference, between the Village of Stickney, Illinois (the "Village") and Quicket Solutions, Inc. ("Vendor") for services and products as set forth in the Agreement. The effective date of this Amendment shall be the date upon which all parties have executed this Amendment.

WHEREAS, the Agreement was entered into on October 19, 2021; and

WHEREAS, Vendor has experienced delays in the implementation of the products and services set forth in the Agreement; and

WHEREAS, to date, several finalized products have not been made available to the Village for its use as required by the Agreement; and

WHEREAS, the Village and the Vendor desire to enter into this Amendment to clarify expectations of delivery dates for the products and services set forth in the Agreement; and

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

A-1. The software programs, portals and modules set forth in the Agreement, namely the pet tag module, the vehicle sticker module, and the overnight parking pass portal and any other services which have not yet been made available to the Village (the "Deliverables") shall be released to the Village and shall be fully operational on or before December 12, 2022 (the "Delivery Date").

A-2. If the Deliverables are provided after the Delivery Date but on or before January 1, 2023, the fee for year 2 of the Agreement shall be **discounted by 5%**.

A-3. If the Deliverables are provided between January 2, 2023 and February 1, 2023 the fee for year 2 of the Agreement shall be **discounted by 15%**.


A-4. If the Deliverables are provided between February 2, 2023 and March 1, 2023 the fee for year 2 of the Agreement shall be **discounted by 25%**.

A-5. After the implementation of the Deliverables, the Vendor shall undertake the implementation and release to the Village of a Towing Module at no cost to the Village.

A-6. In the event that the Vendor fails to provide the Deliverables on or before March 1, 2023, the parties hereby agree and acknowledge that the Village has the right to terminate the Agreement for cause, and may seek any remedy at law or equity available to the Village as a result of the breach of the Agreement. Such remedies include, but are not limited to, seeking compensatory damages for employee and administrative costs the Village undertook to prepare for the implementation of Quicket's programs and the costs paid out to other vendors as a result of Quicket's delays in meeting delivery dates.

A-7. In the event that the Deliverables are not released to the Village as fully functioning programs on or before March 1, 2023, and in the event that the Village exercises its right, in its sole discretion, to terminate the Agreement and this Amendment for cause as set forth in A-6 above, no further payments will be due or owing from the Village.

A-8. This Amendment supersedes the Agreement. To the extent that this Amendment conflicts with the terms and conditions of the Agreement, this Amendment shall control. All other terms and conditions of the Agreement shall remain in full force and effect.



Quicket Solutions, Inc.

Christiaan Burner

Printed Name

12/15/22

Date

For the Village of Stickney, Illinois

Printed Name

Date

**AMENDMENT TO THE STATEMENT OF WORK ENTERED INTO BETWEEN
QUICKET SOLUTIONS, INC. AND THE VILLAGE OF STICKNEY, ILLINOIS**

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A-1. The software programs, portals and modules set forth in the Agreement, namely the pet tag module, the vehicle sticker module, and the overnight parking pass portal and any other services which have not yet been made available to the Village (the "Deliverables") shall be released to the Village and shall be fully operational on or before December 12, 2022 (the "Delivery Date").

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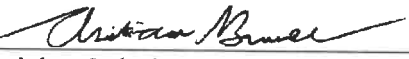
A-4. If the Deliverables are provided between February 2, 2023 and March 1, 2023 the fee for year 2 of the Agreement shall be **discounted by 25%**.

A-5. After the implementation of the Deliverables, the Vendor shall undertake the implementation and release to the Village of a Towing Module at no cost to the Village.

A-6. In the event that the Vendor fails to provide the Deliverables on or before March 1, 2023, the parties hereby agree and acknowledge that the Village has the right to terminate the Agreement for cause, and may seek any remedy at law or equity available to the Village as a result of the breach of the Agreement. Such remedies include, but are not limited to, seeking compensatory damages for employee and administrative costs the Village undertook to prepare for the implementation of Quicket's programs and the costs paid out to other vendors as a result of Quicket's delays in meeting delivery dates.

A-7. In the event that the Deliverables are not released to the Village as fully functioning programs on or before March 1, 2023, and in the event that the Village exercises its right, in its sole discretion, to terminate the Agreement and this Amendment for cause as set forth in A-6 above, no further payments will be due or owing from the Village.

A-8. This Amendment supersedes the Agreement. To the extent that this Amendment conflicts with the terms and conditions of the Agreement, this Amendment shall control. All other terms and conditions of the Agreement shall remain in full force and effect.



Quicket Solutions, Inc.

Christiaan Burner

Printed Name

12/15/22

Date

For the Village of Stickney, Illinois

Printed Name

Date