

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

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

Tuesday, October 15, 2024

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Possible motion and final action to permit member (s) to attend by electronic participation
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Approval of Engineer's Payment Estimate No. 1 for \$420,235.82 to Lindahl Brothers, Inc. for Oak Park Avenue Resurfacing. (Cost for this project will be paid by a Department of Commerce and Economic Opportunity Grant.)
8. Approve Resolution 13-2024, "A Resolution Authorizing and Approving an Amended Agreement with NTIVA, Inc. for Information Technology Services for the Village of Stickney (This is an amendment to the NTIVA agreement passed on August 6, 2024)
9. Report from the Mayor
10. Report from the Clerk
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
13. Public Comments
14. Adjournment

Posted October 11, 2024

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Posted October 11, 2024

October 1, 2024

State of Illinois
County of Cook
Village of Stickney

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 1, 2024, at 7:01 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Milenkovic moved, duly seconded by Trustee Hrejsa, to approve the minutes of the regular board meeting held on Tuesday, September 17, 2024.

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

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

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

Trustee Torres moved, duly seconded by Trustee Hrejsa to grant permission to The Salvation Army to conduct their Red Kettle Campaign at establishments in Stickney Monday-Saturday, November 1, 2024, to December 24, 2024.

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

MAYOR'S REPORT: The mayor welcomed back Trustee White

CLERK'S REPORT: The clerk informed the audience that today she had the mayor sign a notice that she got from the IEPA concerning an extension of the deadline of the lead service line replacements. It was for a grant. The new deadline is April 15, 2027. The agreement was fully signed and sent back via a pdf email. She then informed people of a resolution passed by the Illinois Municipal League that is request the U.S. Congress, Illinois General Assembly, and the Governor to commit to fully funding the lead service line replacement. We must think about how we are going to fund this. She asked, "How are we going to fund this? Are there any plans in the works?" The mayor said, "Yep." The clerk then asked, "Not to be mentioned now?" Again, he said, "Yep."

The clerk then reminded people of the survey from the Chicago Metropolitan Agency for Planning. They are asking municipal governments to complete this survey as well. What they are trying to do is get an understanding of what our plans are and what we do, how we do it and what our needs are. They are asking us to give a profile of our village. A copy of this was given to Beth, Village Administrative Assistant. I asked her to make sure that the mayor fills it out. The clerk asked if he would do it. He said he would.

TRUSTEE REPORTS: Everyone welcomed back Trustee White.

Trustee White: The trustee thanked everybody for their support during his illness.

Trustee Torres: The trustee provided some informative facts concerning Hispanic Heritage Month in September. She continued giving the current percentages of Hispanics making up the profile of citizens and living in our area.

Trustee Hrejsa: He promoted the haunted hayride and the pumpkin patch on October 19th. He included information on other activities expected at the event. They are still looking for volunteers to be character actors at the event. He has a sign-up sheet for volunteers.

DEPARTMENT REPORTS: Everyone welcomed back Trustee White.

Fire Chief Jeff Boyajian: He informed us that the fire house will be holding an open house on October 12th, from 11:00 a.m. to 2:00 p.m. Trustee White thanked the fire chief for the help from the fire department during his illness.

Police Chief Jim Sasseti: Trustee White thanked the Chief for checking in with him at least once per week during his illness.

Public Works Director Joe Lopez: He told us that Oak Park Avenue was resurfaced today. It still needs to be restriped. He thought it would be open to traffic on Friday. The sod will still have to be replaced. The mayor stated that between Public Works Director and his men as well as the Police Department, they did a great job. This was the quickest and most professional street replacement ever done.

There being no further business, Trustee White moved, duly seconded by Trustee Hrejsa that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:11 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this ___ day of _____, 2024

Jeff Walik, President

Village of Stickney
Warrant Number 24-25-12

EXPENDITURE APPROVAL LIST
 FOR VILLAGE COUNCIL MEETING ON
 October 15, 2024

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

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

01 CORPORATE FUND		46,517.09
02 WATER FUND		18,964.60
03 MOTOR FUEL TAX FUND		
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		
09 BOND & INTEREST FUND		
	Subtotal:	<u>65,481.69</u>
General Fund Payroll	10/15/2024	235,294.03
Water Fund Payroll	10/15/2024	<u>20,927.85</u>
	Subtotal:	<u>256,221.88</u>
Total to be Approved by Village Council		<u>321,703.57</u>

Approvals:

 Jeff Walik, Mayor

 Audrey McAdams, Village Clerk

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 9/26/2024 Through 10/10/2024

Check Number	Vendor Name	Effective Date	Check Amount
509125	Bell Fuels, Inc.	9/26/2024	1,291.04
509126	Brookfield Auto Center	9/26/2024	1,080.74
509127	Cummins Sales and Service	9/26/2024	677.90
509128	Deece Automotive	9/26/2024	1,120.00
509131	Johnson Controls Security Solutions	9/26/2024	240.00
509132	KEEN EDGE CO	9/26/2024	15.80
509133	Konica Minolta Business Solutions U.S....	9/26/2024	106.32
509135	Minuteman Press of Lyons	9/26/2024	96.76
509137	Secretary of State	9/26/2024	151.00
509138	S & S Industrial Supply	9/26/2024	447.37
509140	THOMSON REUTERS-WEST	9/26/2024	376.99
509141	Velan Solutions LLC	9/26/2024	500.00
509142	B and B Maintenance, Inc	10/7/2024	2,180.00
509143	Bell Fuels, Inc.	10/7/2024	1,252.46
509144	Best Technology Systems, Inc.	10/7/2024	11,855.00
509145	CDW Government	10/7/2024	15.25
509146	Corneliu Covaliu	10/7/2024	572.00
509147	Costco - Citicard	10/7/2024	862.25
509148	Cummins Sales and Service	10/7/2024	158.21
509149	Deece Automotive	10/7/2024	2,680.00
509150	DEL GALDO LAW GROUP LLC	10/7/2024	5,392.86
509151	Forest View Dunkin Donuts	10/7/2024	134.55
509152	Eckert Enterprises, Inc.	10/7/2024	4,434.00
509154	Illinois Association of Chiefs of Police	10/7/2024	380.00
509155	Konica Minolta Business Solutions U.S....	10/7/2024	538.19
509156	Minuteman Press of Lyons	10/7/2024	298.43
509157	Municipal Emergency Services	10/7/2024	406.32
509158	Northwestern University Center for Pu...	10/7/2024	4,500.00
509159	Partners and Paws Veterinary Services	10/7/2024	574.99
509160	R&L Landscaping Service, Inc	10/7/2024	2,100.00
509161	RAY O'HERRON CO. INC.	10/7/2024	66.60
509162	The Sign Edge	10/7/2024	354.00
509163	S & S Industrial Supply	10/7/2024	82.06
509164	The Eagle Uniform Co.	10/7/2024	151.00
509165	Casino Group Inc.	10/10/2024	1,425.00
Total 01 - General Fund			46,517.09

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 02 - Water Fund
 From 9/26/2024 Through 10/10/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
509125	Bell Fuels, Inc.	9/26/2024	645.51
509127	Cummins Sales and Service	9/26/2024	1,650.00
509129	Heidelberg Materials	9/26/2024	2,664.41
509130	Infinity Signs	9/26/2024	2,485.46
509134	Metropolitan Industries, Inc	9/26/2024	100.00
509136	National Power Rodding	9/26/2024	8,000.00
509139	Standard Equipment Company	9/26/2024	340.00
509143	Bell Fuels, Inc.	10/7/2024	626.24
509147	Costco - Citicard	10/7/2024	(171.14)
509153	Ferguson Waterworks	10/7/2024	<u>2,624.12</u>
	Total 02 - Water Fund		<u>18,964.60</u>
Report Total			<u><u>65,481.69</u></u>

October 9, 2024

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, IL 60402

Re: **Oak Park Avenue Resurfacing**
45th Street to Pershing Road
IL DCEO Grant No. 22-203436
Engineer's Payment Estimate No. 1

Mesdames and Gentlemen:

This letter is to certify that Lindahl Brothers, Inc. has furnished labor and materials, for the above-captioned project, in accordance with the attached "Engineer's Payment Estimate No. 1."

As of October 8th, the Contractor has completed all construction on this project. Our office is currently reviewing the completed project to prepare a punchlist of any miscellaneous work that may need to be completed by the Contract before this project can be finalized.

Therefore, we authorize the payment of **\$420,235.82** to **Lindahl Brothers, Inc., 622 East Green Street, Bensenville, IL 60106** to be paid in accordance with the terms of their Contract. Also enclosed is a copy of the "Waiver of Lien" for the payment amount.

Treasurer's Note: Construction and Engineering costs for this project will be paid in full by an Illinois Department of Commerce and Economic Opportunity (IL DCEO) Grant Funds (\$500,000) as per executed Grant Agreement. This Agreement requires that the Village fund the contractor and engineering fee payments in advance and then seek reimbursement from IL DCEO. Once payment is made to the Contractor and a canceled check is available an invoice will be prepared and submitted to IL DCEO for full reimbursement of the above amount.

Respectfully,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: **Mr. David Gonzalez, Treasurer, w/Encl.**
Mr. Joe Lopez, Village Supervisor of Public Works, w/Encl.
Lindahl Brothers, Inc., w/Encl.
Project File No. 22169

PAYMENT ESTIMATE

OWNER: Village of Stickney
PROJECT DESCRIPTION: Oak Park Avenue Resurfacing - 45th Street to Pershing Road
 DCEO Grant #22-203436

PROJECT NO : 22169

PAYMENT TO: Lindahl Brothers, Inc., 622 E. Green Street, Bensenville, IL 60106

ESTIMATE NO.: 1 **FROM:** September 17, 2024 **TO:** October 8, 2024

Item No	Description	Awarded				Approved For Payment			
		Unit	Quantity	Amount	Over	Under	Quantity	Unit Price	Amount
1	Earth Excavation	CU YD	40	\$ 2,600.00			40	\$ 65.00	\$ 2,600.00
2	Removal and Disposal of Unsuitable Materials	CU YD	20	1,100.00		20		55.00	
3	Aggregate Subgrade Improvement	CU YD	20	1,100.00		20		55.00	
4	Topsoil Furnish and Place, Variable Depth	CU YD	20	1,560.00	17		37	78.00	2,886.00
5	Sodding	SQ YD	350	4,800.00	320		670	14.00	9,380.00
6	Subbase Granular Material, Type B	TON	70	2,450.00		2	88	35.00	2,380.00
7	Bituminous Materials (Tack Coat)	POUND	6649	66.49	447		7096	0.01	70.96
8	Hot-Mix Asphalt Surface Course, Mix "D", IL-9.5, N50	TON	1705	133,586.75	37		1742	78.35	136,485.70
9	Mixture for Cracks, Joints, and Flangeways	TON	8	3,000.00		8		375.00	
10	Combination Concrete Curb and Gutter Removal and Replacement (Special)	FOOT	660	34,320.00	36		696	52.00	36,192.00
11	Portland Cement Concrete Driveway Pavement, 7"	SQ YD	16	1,680.00	4		20	105.00	2,100.00
12	Portland Cement Concrete Driveway Pavement, 8"	SQ YD	9	990.00	7		16	110.00	1,760.00
13	Portland Cement Concrete Sidewalk, 5"	SQ FT	2900	33,350.00	1430		4330	11.50	49,795.00
14	Concrete Curb, Special	FOOT	100	4,500.00		80	20	45.00	900.00
15	Detectable Warning Ramps (Special)	SQ FT	150	4,500.00	10		160	30.00	4,800.00
16	Hot-Mix Asphalt Surface Removal- Butt Joint	SQ YD	130	3,250.00			130	25.00	3,250.00
17	Hot-Mix Asphalt Surface Removal, 2-1/2"	SQ YD	14775	55,408.25		309	14486	3.75	54,247.50
18	Driveway Pavement Removal	SQ YD	16	320.00	4		20	20.00	400.00
19	Sidewalk Removal	SQ FT	3300	9,900.00	1351		4651	3.00	13,953.00
20	Class D Patches, Type II, 9"	SQ YD	40	3,200.00		7	33	80.00	2,640.00
21	Class D Patches, Type III, 9"	SQ YD	45	3,600.00		10	35	80.00	2,800.00
22	Class D Patches, Type IV, 9"	SQ YD	550	44,000.00		140	410	80.00	32,800.00
23	Pavement Replacement - Surface Course, 3"	SQ YD	30	1,050.00	58		88	35.00	3,080.00
24	Catch Basins to be Adjusted	EACH	11	4,950.00			11	450.00	4,950.00
25	Inlets to be Adjusted	EACH	11	4,950.00			11	450.00	4,950.00
26	Domestic Water Service Boxes to Be Adjusted	EACH	2	700.00		2		350.00	
27	Structures to be Mortared	EACH	12	6,600.00			12	550.00	6,600.00
28	Frames and Lids to be Adjusted (Special)	EACH	16	20,000.00		1	15	1,250.00	18,750.00
29	Frames and Lids, Type 1, Open Lid	EACH	10	4,500.00		7	3	450.00	1,360.00
30	Frames and Lids, Type 1, Closed Lid	EACH	6	2,700.00		3	3	450.00	1,350.00
31	Thermoplastic Pavement Markings - Line 4"	FOOT	1480	1,850.00	378		1858	1.25	2,322.50
32	Thermoplastic Pavement Markings - Line 6"	FOOT	554	1,019.36		188	366	1.84	673.44
33	Thermoplastic Pavement Markings - Line 12"	FOOT	306	1,147.50	66		372	3.75	1,395.00
34	Thermoplastic Pavement Markings - Line 24"	FOOT	144	756.00	53		197	5.25	1,034.25
35	Thermoplastic Pavement Markings - Symbols and Letters	SQ FT	154	808.50	32		186	5.25	976.50
36	Paint Pavement Markings - Line 4"	FOOT	208	260.00		1	207	1.25	258.75
37	Asphalt Based Pavement Sealcoat	SQ YD	485	727.50		24	461	1.50	691.50
38	Inlet Filters	EACH	22	4,400.00	12		34	200.00	6,800.00
39	Detector Loop Replacement	FOOT	210	6,300.00		100	110	30.00	3,300.00
40	Traffic Control and Protection	L SUM	1	22,500.00			1	22,500.00	22,500.00
41	Insurance Provisions - Complete	L SUM	1	1,750.00			1	1,750.00	1,750.00
	Approved Extra Work								
1E	Sprinkler Repair - 4300 S Oak Park Avenue	L SUM					1	\$ 181.39	\$ 181.39
TOTAL:				\$ 436,348.35					\$ 442,353.49

RECOMMENDED FOR PAYMENT BY:

NOVOTNY ENGINEERING

BY: Timothy Geary, P.E.

DATE: October 9, 2024

Total Value of Completed Work \$ 442,353.49

Less 5% Retained \$ 22,117.67

Sub-Total \$ 420,235.82

Less Payment Estimate No. (None) \$ -

TOTAL PAYMENT ESTIMATE NO. 1 \$ 420,235.82

LINDAHL BROTHERS, INC.
622 EAST GREEN STREET
BENSENVILLE, ILLINOIS 60106
630-595-1080

Invoice#45232 Page 1 of 2
 Estimate Date: 10/08/2024

Estimate No: 1
 Estimate Period: 09/17/2024 To 10/08/2024

TO: VILLAGE OF STICKNEY
6533 W PERSHING ROAD
STICKNEY, ILLINOIS 60402

PROJECT: OAK PARK AVENUE RESURFACING- 45th St. to Pershing Rd. DCEO Grant#22-203436, STICKNEY, IL
PROJ.#22169

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity / %	Amount	Quantity / %	Amount
1	1	EARTH EXCAVATION	CY	40.000	65.0000	40.000	2,600.00	40.000	2,600.00
2	2	REM & DISP UNSUIT MTL	CY	20.000	55.0000				
3	3	AGG SUBGRADE IMPRV	CY	20.000	55.0000				
4	4	TOPSOIL F & P VAR DEPTH	CY	20.000	78.0000	37.000	2,886.00	37.000	2,886.00
5	5	SODDING	SY	350.000	14.0000	670.000	9,380.00	670.000	9,380.00
6	6	SUBBASE GRAN MTL TYP B	TN	70.000	35.0000	68.000	2,380.00	68.000	2,380.00
7	7	BIT MTL S TACK COAT	LB	6,649.000	.0100	7,096.000	70.96	7,096.000	70.96
8	8	HMA SURF MIX D IL-9.5 N50	TN	1,705.000	78.3500	1,742.000	136,485.70	1,742.000	136,485.70
9	9	MIX CRACKS JOINTS FLANGWAYS	TN	8.000	375.0000				
10	10	COMB CC&G REM REPL SPECIAL	FT	660.000	52.0000	696.000	36,192.00	696.000	36,192.00
11	11	PCC DRIVE PVMT 7 IN	SY	16.000	105.0000	20.000	2,100.00	20.000	2,100.00
12	12	PCC DRIVE PVMT 8 IN	SY	9.000	110.0000	16.000	1,760.00	16.000	1,760.00
13	13	PCC SIDEWALK 5 IN	SF	2,900.000	11.5000	4,330.000	49,795.00	4,330.000	49,795.00
14	14	CONC CURB SPECIAL	FT	100.000	45.0000	20.000	900.00	20.000	900.00
15	15	DETECT WARNING RAMPS SPECIAL	SF	150.000	30.0000	160.000	4,800.00	160.000	4,800.00
16	16	HMA SURF REM BUTT JOINT	SY	130.000	25.0000	130.000	3,250.00	130.000	3,250.00
17	17	HMA SURF REM 2 1/2 IN	SY	14,775.000	3.7500	14,466.000	54,247.50	14,466.000	54,247.50
18	18	DRIVE PVMT REM	SY	16.000	20.0000	20.000	400.00	20.000	400.00
19	19	SIDEWALK REM	SF	3,300.000	3.0000	4,651.000	13,953.00	4,651.000	13,953.00
20	20	CLASS D PATCH TYP II 9 IN	SY	40.000	60.0000	33.000	2,640.00	33.000	2,640.00
21	21	CLASS D PATCH TYP III 9 IN	SY	45.000	80.0000	35.000	2,800.00	35.000	2,800.00
22	22	CLASS D PATCH TYP IV 9 IN	SY	550.000	80.0000	410.000	32,800.00	410.000	32,800.00
23	23	PVMT REPL SURF 3 IN	SY	30.000	35.0000	68.000	3,080.00	68.000	3,080.00
24	24	CATCH BASIN TO ADJ	EA	11.000	450.0000	11.000	4,950.00	11.000	4,950.00
25	25	INLET TO ADJ	EA	11.000	450.0000	11.000	4,950.00	11.000	4,950.00

LINDAHL BROTHERS, INC.
622 EAST GREEN STREET
BENSENVILLE, ILLINOIS 60106
630-595-1080

Invoice#45232 Page 2 of 2
 Estimate Date: 10/08/2024

Estimate No: 1
 Estimate Period: 09/17/2024 To 10/08/2024

TO: VILLAGE OF STICKNEY
6533 W PERSHING ROAD
STICKNEY, ILLINOIS 60402

PROJECT: OAK PARK AVENUE RESURFACING- 45th St. to Pershing Rd. DCEO Grant#22-203436, STICKNEY, IL
PROJ.#22169

Line No	Item No	Description	Unit	Bid Quantity	Unit Price	This Estimate		To Date	
						Quantity / %	Amount	Quantity / %	Amount
26	26	DOM WATER SERV BOX TO ADJ	EA	2.000	350.0000				
27	27	STRUCT TO MORTAR	EA	12.000	550.0000	12.000	6,600.00	12.000	6,600.00
28	28	FRM & LID TO ADJ SPECIAL	EA	16.000	1,250.0000	15.000	18,750.00	15.000	18,750.00
29	29	FRM & LID TYP 1 OPEN LID	EA	10.000	450.0000	3.000	1,350.00	3.000	1,350.00
30	30	FRM & LID TYP 1 CLOSED LID	EA	6.000	450.0000	3.000	1,350.00	3.000	1,350.00
31	31	THERM PVMT MARK LINE 4 IN	FT	1,480.000	1.2500	1,858.000	2,322.50	1,858.000	2,322.50
32	32	THERM PVMT MARK LINE 6 IN	FT	554.000	1.8400	366.000	673.44	366.000	673.44
33	33	THERM PVMT MARK LINE 12 IN	FT	306.000	3.7500	372.000	1,395.00	372.000	1,395.00
34	34	THERM PVMT MARK LINE 24 IN	FT	144.000	5.2500	197.000	1,034.25	197.000	1,034.25
35	35	THERM PVMT MARK SYMB & LETT	SF	154.000	5.2500	186.000	976.50	186.000	976.50
36	36	PAINT PVMT MARK LINE 4 IN	FT	208.000	1.2500	207.000	258.75	207.000	258.75
37	37	ASPH BASED PVMT SEALCOAT	SY	485.000	1.5000	461.000	691.50	461.000	691.50
38	38	INLET FILTERS	EA	22.000	200.0000	34.000	6,800.00	34.000	6,800.00
39	39	DETECT LOOP REPL	FT	210.000	30.0000	110.000	3,300.00	110.000	3,300.00
40	40	TRAFF CONT & PROTECT	LS	1.000	22,500.0000	1.000	22,500.00	1.000	22,500.00
41	41	INSURANCE PROV COMPLETE	LS	1.000	1,750.0000	1.000	1,750.00	1.000	1,750.00
1E	CO001	SPRINKLER REPAIR 4300 S OAK PARK AVI LS		1.000	181.3900	1.000	181.39	1.000	181.39

	Estimate	To Date
Total:	442,353.49	442,353.49
5% Retainage:	22,117.67	22,117.67
Amount Paid:		.00
Current Amount Due	\$420,235.82	\$420,235.82

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE }
TO WHOM IT MAY CONCERN:

Gty # _____
Escrow# _____

WHEREAS the undersigned has been employed by VILLAGE OF STICKNEY
to furnish STREET REHABILITATION
for the premises known as OAK PARK AVE RESURFACING- 45th St to Pershing Rd. DCEO Grant #22-203436, Stickney, IL
of which VILLAGE OF STICKNEY is the owner.

THE undersigned, for and in consideration of FOUR HUNDRED TWENTY THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS & 82/100 \$420,235.82 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds, or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, including extras*.

Date: October 8, 2024

Company Name LINDAHL BROTHERS, INC.
Address 622 E. Green Street, Bensenville, IL 60106

SIGNATURE AND TITLE:

PRESIDENT

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF DUPAGE }

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is JOHN LINDAHL
PRESIDENT of the LINDAHL BROTHERS, INC. who is the contractor for the
STREET REHABILITATION work on the building located at OAK PARK AVE RESURFACING - 45TH ST TO PERSHING RD
DCEO Grant#22-203436, STICKNEY, IL owned by VILLAGE OF STICKNEY

That the total contract amount, including extras* is \$442,353.49 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

VENDOR/SUPPLIER NAME	SERVICES RENDERED	CONTRACT PRICE INCLDGD EXTRAS*	AMOUNT PREVIOUSLY PAID	THIS PAYMENT	BALANCE DUE
LINDAHL BROTHERS, INC.	Street Rehabilitation	\$281,524.33	\$0.00	\$420,235.82	-\$138,711.49
ROY ERIKSON OUTDOOR MAINT	Landscaping	\$7,187.50	\$0.00	\$0.00	\$7,187.50
GALAXY UNDERGROUND	Sewer Work	\$48,800.00	\$0.00	\$0.00	\$48,800.00
H&H ELECTRIC	Electrical Work	\$8,300.00	\$0.00	\$0.00	\$8,300.00
J NARDULLI CONCRETE INC	Concrete Work	\$84,610.00	\$0.00	\$0.00	\$84,610.00
TRAFFIC CONTROL CO.	Traffic Control	\$3,931.66	\$0.00	\$0.00	\$3,931.66
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* COMPLETED:		\$442,353.49	\$0.00	\$420,235.82	\$22,117.67

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: Oct 8, 2024

Signature: _____

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

Subscribed and sworn to before me this 8th day of October 2024

OFFICIAL SEAL
SUSAN POPLAWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/14/2027

NOTARY PUBLIC

RESOLUTION NO. 13-2024

**A RESOLUTION AUTHORIZING AND APPROVING AN AMENDED AGREEMENT WITH
NTIVA, INC. FOR INFORMATION TECHNOLOGY SERVICES FOR THE VILLAGE OF
STICKNEY**

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

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

WHEREAS, Village staff utilize various types of computer hardware and software to perform their work on behalf of the Village and its residents; and

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

WHEREAS, the Vendor previously submitted an agreement to the Village that outlined the terms and conditions under which the Vendor will provide the Services; and

WHEREAS, during the onboarding process, the Vendor determined that the scope of work for the Services needed to be expanded to include additional servers and devices; and

WHEREAS, the Vendor submitted an amended contract, which is attached hereto and incorporated herein as Group Exhibit A (the "Agreement"); and

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

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

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby the Vendor will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry

out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals. The Agreement supersedes any prior agreements with the Vendor.

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

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2024.

Jeff Walik, President

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

Audrey McAdams, Village Clerk

GROUP EXHIBIT A



Your Success. Secured.

We have prepared a quote for you

**Village of Stickney - SSP Complete w/Monthly Onsite
revised**

Quote # 230803 Version 1

Prepared for:

Village of Stickney

Prepared by:

Mike Harvey



Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
SSP Complete Per User Recurring	\$10,640.84	\$10,640.84
Ntiva Managed IT Service - SSP		
SSP Complete Service Overview		
<ul style="list-style-type: none"> ● Minimum Supported Users: 63. ● Additional Supported Users: \$120/User Per Month. 		
Unlimited Service Desk - Per Supported User		
<ul style="list-style-type: none"> ● Company provides unlimited remote support to all Client Supported Users, their Supported Devices and Supported Software. 		
Premium Network Monitoring - Base Package for Up to 10 Devices		
<ul style="list-style-type: none"> ● Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. ● Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. ● This service Includes monitoring of up to (10) devices with additional devices starting at \$20.00/month per device. 		
Managed Workstation - Per Supported User		
<ul style="list-style-type: none"> ● Company's Managed Workstation service includes: <ul style="list-style-type: none"> ○ Basic monitoring & management. ○ Operating System and Office Suite patch management. ○ Third-party software updates/patching including Adobe Reader, Firefox, and Chrome. ○ Single click remote access capability for Company to provide remote assistance. ○ Inventory Reporting. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>Managed Endpoint Detection & Response (EDR) - Per Supported User</p> <ul style="list-style-type: none"> ● Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> ○ Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). ○ 24x7 Security Operations Center ("SOC") management. ○ Updates to Incident Response Plan if one exists at the time of deployment. ○ Executive Insights Report + Host List Report provided upon request. 		
<p>Training as a Service (TaaS) - Per Supported User</p> <ul style="list-style-type: none"> ● Company's Training as a Service ("TaaS") is an online self-service e-learning platform that provides Supported Users access to video-based Microsoft training content. 		
<p>Managed DNS/SSL Certificate</p> <ul style="list-style-type: none"> ● Company will document and provide basic administrative management (e.g., monitoring expiration dates, add/edit/delete DNS records, etc.) of Client's existing DNS and SSL certificates. ● Note: In order for Company to provide this service, Client would need to provide Company with administrative access to their DNS and SSL Certificate host information. 		
<p>Ntiva SaaS Alerts - Per Supported User</p> <ul style="list-style-type: none"> ● Company's SaaS Alerts is a security threat detection solution that provides visibility into the logged events that can adversely affect the stability of the Client's Microsoft Azure, Microsoft 365, and/or Google Workspace environment. The Ntiva SaaS Alerts solution utilizes machine learning pattern detection and monitors abnormal user account behaviors, unusual application usage, and potential data loss and leakage. The solution includes: <ul style="list-style-type: none"> ○ Logging: Retention of up to one year of security event logging for the protected Microsoft 365 and or Google Workspace environment. ○ Reporting: Comprehensive reporting available upon Client request that details incident breakdown of the types of events observed in the Client's Microsoft 365 and/or Google Workspace environment, including, but not limited to: <ul style="list-style-type: none"> ■ The top 10 failed login accounts. ■ Accounts that have triggered the most alerts. ■ Unapproved locations (e.g., foreign cities) where this solution has detected and prevented account login attempts. ■ Externally shared file events. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
<p>Hardware and Software Procurement Service</p> <ul style="list-style-type: none"> • Company shall provide hardware and software procurement services through Company authorized reseller channels and approved vendors/suppliers. • Limited to U.S. only. 		
<p>Dedicated Account Manager</p> <ul style="list-style-type: none"> • Company provides Client with a personnel resource to serve as an Account Manager and a primary point of contact for the Client's organization. The Company Account Manager helps establish a comprehensive and personalized experience with Client, has regularly scheduled meetings to review service requests, monitor resolutions, and ensure ongoing Client satisfaction. Scope of Account Management service includes: <ul style="list-style-type: none"> ○ Provide ongoing relationship management, including being a point of escalation. ○ Be the primary point of contact for ensuring accuracy of Company invoices along with assistance in support services upgrades and renewals. ○ Conducts monthly ticket reporting and review. 		
<p>IT Advisor Service</p> <ul style="list-style-type: none"> • Company provides Client with a resource to serve as an IT Advisor for the Client's organization. Scope of IT Advisor Support includes: <ul style="list-style-type: none"> ○ Develop and manage a one to three year strategic Annual IT Roadmap including budget planning estimates for equipment and capital planning purposes ("Annual IT Roadmap") that aligns technology solutions with Client's business goals and objectives. ○ Conduct a Mid-Year and Annual IT Roadmap review session with Client stakeholders to ensure alignment with the upcoming Annual IT Roadmap and plan for future growth. ○ Assist in preparing Client's Annual Cybersecurity risk insurance application. ○ Participate with and support Client's Account Manager, and other applicable Company resources, with strategic guidance on questions and discussions regarding the Annual IT Roadmap recommendations. ("Strategic Consulting"). 		
<p>Dedicated Support Hours Add-On</p> <ul style="list-style-type: none"> • Company provides (16) dedicated pre-scheduled monthly support hours via a Field Operations resource which can be utilized both onsite and/or remotely. Additional monthly Field Operations resource, beyond the dedicated support hours, will be billed at a rate of \$175/hour. 		
<p>Courtesy Discount</p> <ul style="list-style-type: none"> • Ntiva monthly courtesy discount. 	(\$2,432.11)	(\$2,432.11)
	Monthly Subtotal:	\$8,208.73



Additional Services

Description	Recurring	Qty	Ext. Recurring
<p>Email-Only User Support - Per User</p> <ul style="list-style-type: none"> ● Email-Only Users is defined as all users that are active employees or contractors of Client who: <ul style="list-style-type: none"> ○ Require access related support for Client's Microsoft 365 or Google Workspace application(s). ○ Do not have devices that require Company's Managed Workstations and/or Premium Apple Support & Toolkit services. ○ Are noted as an active user within Company's Client Management System. 	\$18.00	41	\$738.00
<p>Additional Premium Network Monitoring - Per Device</p> <ul style="list-style-type: none"> ● Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. ● Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. 	\$20.00	2	\$40.00
<p>Additional Managed Workstation - Per Device</p> <ul style="list-style-type: none"> ● Company's Managed Workstation service Includes: <ul style="list-style-type: none"> ○ Basic monitoring & management. ○ Operating System and Microsoft Office Suite patch management. ○ Third-party software updates/patching for PCs, including Adobe Reader, Firefox, and Chrome. ○ Single click remote access tool. ○ Inventory Reporting. 	\$5.00	2	\$10.00
<p>Additional Premium Apple Support & Toolkit - Per Device</p> <ul style="list-style-type: none"> ● Company's Premium Apple Support & Toolkit service includes: <ul style="list-style-type: none"> ○ Apple Business Manager. ○ Apple Custom Store for Business. ○ Out-of-the-box zero-touch Apple device management. ○ Basic monitoring & management. ○ Operating System patch management. ○ Third-party software updates/patching including Microsoft Office Suite, Adobe Reader, Firefox, and Chrome. ○ Security Profiles. ○ Inventory Reporting. 	\$10.00	10	\$100.00



Additional Services

Description	Recurring	Qty	Ext. Recurring
<p>Additional Managed Endpoint Detection & Response (EDR) - Per Device</p> <ul style="list-style-type: none"> ● Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> ○ Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). ○ 24x7 Security Operations Center ("SOC") management. ○ Updates to Incident Response Plan if one exists at the time of deployment. ○ Executive Insights Report + Host List Report provided upon request. 	\$5.75	2	\$11.50
<p>Premium Managed Server - Per Server</p> <ul style="list-style-type: none"> ● Company Premium Managed Server Service Includes: <ul style="list-style-type: none"> ○ Advanced Monitoring & Management. ○ Endpoint Detection and Response (EDR). ○ Operating System patch management. ○ Single click remote access tool. ○ Inventory Reporting. 	\$75.00	15	\$1,125.00
<p>Microsoft 365 Backup - Veeam - Per User</p> <ul style="list-style-type: none"> ● Company provides Client with an all-in-one backup, search, restore, and export solution for Microsoft 365's Exchange Online, OneDrive for Business, SharePoint and Teams. 	\$3.00	124	\$372.00



Additional Services

Description	Recurring	Qty	Ext. Recurring
Veeam Backup & Replication Enterprise Plus - Per Server 5+ <ul style="list-style-type: none"> ● The Veeam Backup & Replication solution is a fully featured total data protection platform that can protect any physical, and virtual Windows systems running on VMware ESXi or Microsoft Hyper-V. The functionalities included with the service includes: <ul style="list-style-type: none"> ○ Snapshot of protected systems, applications and files. ○ Replication of the snapshots to the Client's elected Cloud services (e.g., AWS or Azure) for storage and retention. ○ Capability to restore systems and individual files from the Client's local appliance. ○ Onsite recovery capabilities, including: <ul style="list-style-type: none"> ■ Hard drive, folder, and file recovery. ■ Export VHD and/or VMDK. ■ Bare-metal restore to similar or dissimilar hardware. ● Please note the following: This service requires a dedicated internal server with the following resources within the Client network for the ability of Company to perform the Veeam Backup & Replication Enterprise Plus service: <ul style="list-style-type: none"> ○ Physical server, Microsoft Hyper-V or in-support VMware ESXi host. ○ Minimum of 4-Core CPU, 8GB RAM or higher (16GB recommended), and 200GB of storage for the Operating System Drive. ○ Storage to account for local backup repository. Ntiva recommends at least 3x space be available for the data to be protected. ○ If Client does not have an internal server with adequate resources available, Company will not be able to deploy these services for Client. 	\$100.00	15	\$1,500.00
Microsoft Azure Hosting - Pay-As-You-Go (Estimated)	\$353.81	1	\$353.81
Engineer Hours Onsite - CAP	\$160.00	5	\$800.00
Ntiva's Monthly Fee for Onsite Services - 5 hours per Month			
	Monthly Subtotal:		\$5,050.31

Microsoft NCE Subscription Plan - Annual

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

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

Ntiva Service Agreement

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

Onboarding

Company's detailed new Client onboarding process includes:

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

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

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

Support Hours & Onsite Escalations

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

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

Unlimited Service Desk and Supported Devices

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

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

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

Unlimited Service Desk is subject to the following Exclusions:

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

Supported Software

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

Projects

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

Ntiva Service Agreement Terms and Conditions

1. Hourly and Monthly Services; Compensation; Expenses.

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

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

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

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

2. Term; Termination.

2.1. Terms

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

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

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

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

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

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

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

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

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

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

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

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

3. Relationship with Other Documents.

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

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

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

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

4. Miscellaneous Terms.

4.1. Ad Hoc Services

(a) EDR and Backup Support Notices

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

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

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

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

4.2. Managed Endpoint Detection and Response

(a) Service Operational Norms:

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

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

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

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

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

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

4.3. IT Advisor Service

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

4.4. Premium Network Monitoring

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

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

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

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

Ntiva Microsoft NCE Subscription Plan Terms and Conditions

Monthly NCE Subscription Plan Charges.

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

NCE Term and Termination.

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

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

Third-Party Terms.

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

Warranties and Disclaimers.

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

Seat Count Modifications.

(a) NCE Subscription Plan Upgrades

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

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

(b) Increasing and Decreasing Seat Count

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

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

Cancellation.

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

Conversions during NCE Subscription.

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



Village of Stickney - SSP Complete w/Monthly Onsite revised



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Village of Stickney
6533 Pershing Rd
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Quote Information:
Quote #: 230803
Version: 1
Delivery Date: 09/24/2024
Expiration Date: 10/23/2024

james.sasseti@stickneypolice.com

Quote Summary

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

Monthly Recurring Summary

Description	Amount
Signature Support Plan: Complete	\$8,208.73
Additional Services	\$5,050.31
Microsoft NCE Subscription Plan - Annual	\$1,056.00
Monthly Total:	\$14,315.04

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

Ntiva, Inc.



Signature: _____
Name: Mike Harvey
Title: Solutions Consultant
Date: 09/24/2024

Village of Stickney

Signature: _____
Name: James Sasseti
Title: Chief of Police
Date: _____