

# 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, April 16, 2024

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. Pass and Approve Ordinance 2024-04, "An Ordinance Authorizing the Execution of an Intergovernmental Agreement Regarding the Consolidated Emergency Response Center of Cook County (CERCCC) for the Village of Stickney, County of Cook, State of Illinois"
7. Pass and Approve Ordinance 2024-05, "An Ordinance Amending Chapter 22, Section 22-503 of the Municipal Code, Village of Stickney, Illinois Regarding Municipal Parking Lots"
8. Report from the Mayor
9. Report from the Clerk
10. Trustee Reports/Committee Reports
11. Reports from Department Heads
12. Public Comments
13. Adjournment

Posted April 12, 2024

**April 2, 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, April 2, 2024, at 7:04 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, Kapolnek and Hrejsa  
Absent: Trustee Savopoulos**

**Trustee Torres moved, duly seconded by Trustee Kapolnek to approve the minutes of the regular board meeting held on Tuesday, March 20, 2024.**

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

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

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

**Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Approve Resolution 03-2024, "A Resolution authorizing and Approving a Certain Purchase of Rock Salt from the State of Illinois for the Village of Stickney, County of Cook, State of Illinois"**

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

**Trustee Hrejsa moved, duly seconded by Trustee Torres to Approve Resolution 04-2024, "A Resolution Authorizing, Approving and Ratifying an Agreement with Electrical Solutions Network for the Village of Stickney, County of Cook, State of Illinois"**

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

Prior to the vote the mayor explained that Public Works Foreman Sam Alonzo put this entire project together. No questions were directed at him.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to approve the request from Misericordia Foundation to conduct their Annual Misericordia/Jelly Belly Candy Days fundraising event on April 26 & 27, 2024 in the Village of Stickney.

Upon the roll call, the following Trustee voted:

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

**Absent:** Trustee Savopoulos

Mayor Walik declared the motion carried.

The clerk mentioned that they have submitted their proof of insurance and hold harmless agreement.

**MAYOR'S REPORT:** The mayor announced the recent engagement of Public Works Foreman Sam Alonzo and Michelle. The mayor thanked everyone for coming out to the Easter event last Saturday. He thanked Ed Dabrowski for taking the pictures. He then thanked Fire Chief Jeff Boyajian for the ceremony going back in time for the years in service. It went back five years and on to John Babinec with forty-five years on the job. There was a young lad that was five years old, and he was going to pick the fire career over a police career. The mayor said that John Babinec will probably still be here another forty-five years to train him. He congratulated all the recipients. It was a nice event for the fire department.

**CLERK'S REPORT:** The Clerk reminded everyone that is required to, to fill out their Ethics Statement. She told everyone that there is a total of twenty-eight people who must file. So far fifteen have completed theirs. If anyone needs any help, she has an instruction sheet available. She then asked a question pertaining to the upcoming Cicadas. She had a concern over damage to young trees and the protection that should be done. The mayor asked a couple of trustees to investigate it. The mayor asked the deadline to complete the Ethics Statement. It is May 1<sup>st</sup>. The Clerk gave him the list of those who still must file.

**TRUSTEE REPORTS:**

**Trustee Hrejsa:** He thanked everyone that helped with the Easter Egg Hunt. It was the mayor's idea to have helicopters. It was an enormous success. Public Works set us up very well.

**Trustee Kapolnek:** He was asked to check on the Cicadas protection.

**Trustee Torres:** She thanked everyone for helping at the Easter event. The helicopters were amazing. She thanked Carol McGowan from the Des Plaines Valley News for the great coverage. We are now working on the Cinco De Mayo fest. We have the food, the music, we have stuff for the kids, we have the drinks. Everything is falling into place. The flyer will be coming out in a week or two. She thanked the mayor for placing it on the bulletin board in the lobby. All we could hope for is pleasant weather. The last two years have not been.

**Trustee Milenkovic:** He informed us that Arbor Day is April 26, 2024. It is always the last Friday in April. It is a big day for us here in the Village. The mayor puts on a great show at the schools. We are looking forward to it. The Tree Board is working hard on it. (Mostly the mayor and Beth.) In addition, he displayed a couple of Hawthorne Racecourse match books for the Visitors Center. He invited people to stop in there to

see the mini museum. He received a call from a resident who will be donating a couple of vintage fire department glasses with different vehicles on them. They could have been discarded otherwise. Due to all the rain the Metropolitan Water Reclamation District is advising people to observe the following tips: Delay or reduce shower times, the drains take both the storm water and your house water out to the street; Put off running the dishwasher; Wait to wash clothes in the laundry, put it off for a day or two; Replace old and leaky faucets, toilets and showerheads. They also have rain barrels available. All the information is on the MWRD website. The Trustee notified us of the May 11<sup>th</sup> tour of the Metropolitan Water Reclamation District. Their tour is from 10:00 a.m. to 2:00 p.m. They do this once per year. It is quite interesting and informative. They are also starting their restore canopy program again. They will be giving away sapling trees. It will be on Wednesdays from April through October from 9:00 a.m. to 12 noon. Further discussion was held on the rain barrel.

Trustee Jeff White: On May 5, 2024, the Lions Club will be having their Pancake/French Toast breakfast at Edison School from 7:30 to noon. It is \$10 for adults and children under five are free. You could have breakfast prior to the Cinco De Mayo event.

**DEPARTMENT REPORTS:**

Public Works Foreman Sam Alonzo: He reminded us that the parking restrictions are in place for street sweeping. They are near completion of cleaning the alleys. They try to do that once per year. They will turn the water on at the parks and dog park on May 12. The park equipment will go back up on May 12. They ordered 450 tons of street salt. The order had to be placed by April 1. Someone asked about lawn waste pickup. Trustee Torres remarked that the alleys look good. The sidewalk grinding is going well. If someone has a concern about a sidewalk, they can alert them, and they will come out to evaluate it.

There being no further business, Trustee White moved, duly seconded by Trustee Milenkovic, that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:23 p.m.

Respectfully submitted,

\_\_\_\_\_  
Audrey McAdams, Village Clerk

Approved by me this \_\_\_\_ of \_\_\_\_\_, 2024

\_\_\_\_\_  
Jeff Walik, President

**Village of Stickney**  
**Warrant Number 23-24-23**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
April 16, 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	57,205.69
02 WATER FUND	41,403.02
03 MOTOR FUEL TAX FUND	9,585.89
05 1505 FUND	-
07 POLICE REVENUE SHARING FUND	-
08 CAPITAL PROJECTS FUND	82,363.82
09 BOND & INTEREST FUND	
Subtotal:	<u>190,558.42</u>
General Fund Payroll	-
Water Fund Payroll	-
Subtotal:	<u>-</u>
Total to be Approved by Village Council	<u>190,558.42</u>

Approvals:

\_\_\_\_\_  
Jeff Walik, Mayor

\_\_\_\_\_  
Audrey McAdams, Village Clerk

\_\_\_\_\_

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 3/28/2024 Through 4/11/2024

Check Number	Vendor Name	Effective Date	Check Amount
508443	Air Comfort	4/1/2024	485.90
508444	Airgas USA LLC	4/1/2024	554.76
508446	B and B Maintenance, Inc	4/1/2024	2,180.00
508447	Berwyn ACE Hardware	4/1/2024	72.50
508448	Cintas Corporation - #21	4/1/2024	83.13
508449	Comcast	4/1/2024	358.61
508450	Costco - Citicard	4/1/2024	1,751.99
508451	CPURX, Inc.	4/1/2024	10,425.95
508452	DEL GALDO LAW GROUP LLC	4/1/2024	8,408.50
508453	Great Lakes Water & Safety Products	4/1/2024	160.00
508455	INTERNATIONAL ASSOCIATION OF A...	4/1/2024	110.00
508456	Konica Minolta Business Solutions U.S....	4/1/2024	73.50
508458	NAPA AUTO PARTS	4/1/2024	1,043.52
508460	Noah Reyes	4/1/2024	877.99
508461	PRO CHEM INC	4/1/2024	386.05
508462	RAY O'HERRON CO. INC.	4/1/2024	526.42
508464	Shorewood Home & Auto, Inc.	4/1/2024	415.47
508465	Westfield Ford, Inc.	4/1/2024	163.75
508467	Artistic Engraving	4/8/2024	285.50
508468	Bell Fuels, Inc.	4/8/2024	5,022.88
508470	Casino Group Inc.	4/8/2024	1,393.00
508471	Comcast Business	4/8/2024	4,872.70
508472	Comcast	4/8/2024	258.61
508473	ComEd	4/8/2024	331.37
508474	Executive Gift Selection	4/8/2024	1,250.94
508476	Konica Minolta Business Solutions U.S....	4/8/2024	637.59
508478	NAPA AUTO PARTS	4/8/2024	66.15
508479	NORTHEASTERN ILLINOIS PUBBLIC S...	4/8/2024	425.00
508480	Occupational Health Centers of Illinois,...	4/8/2024	568.00
508481	O'Reilly First Call	4/8/2024	35.96
508482	RAY O'HERRON CO. INC.	4/8/2024	546.14
508483	Riccio Construction Corporation	4/8/2024	4,668.00
508484	S & S Industrial Supply	4/8/2024	833.25
508485	Standard Equipment Company	4/8/2024	5,995.32
508486	Tameling Industries, Inc.	4/8/2024	235.98
508487	The Eagle Uniform Co.	4/8/2024	1,027.25
508488	T-Mobile USA, Inc.	4/8/2024	50.00
508490	Zoll	4/8/2024	624.01
Total 01 - General Fund			57,205.69

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
02 - Water Fund  
From 3/28/2024 Through 4/11/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508445	ALEXANDER CHEMICAL CORPORATION	4/1/2024	126.00
508454	Heidelberg Materials	4/1/2024	915.55
508468	Bell Fuels, Inc.	4/8/2024	2,511.43
508477	Menards - Hodgkins	4/8/2024	118.91
508483	Riccio Construction Corporation	4/8/2024	36,029.95
508491	ALEXANDER CHEMICAL CORPORATION	4/8/2024	<u>1,701.18</u>
	Total 02 - Water Fund		41,403.02

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
03 - Motor Fuel Tax Fund  
From 3/28/2024 Through 4/11/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508469	Cargill Salt Road Safety	4/8/2024	7,624.11
508473	ComEd	4/8/2024	164.29
508475	K-Five Hodgkins, LLC	4/8/2024	160.00
508477	Menards - Hodgkins	4/8/2024	143.64
508489	Traffic Control & Protection Inc	4/8/2024	<u>1,493.85</u>
	Total 03 - Motor Fuel Tax Fund		9,585.89



**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
08 - Capital Projects Fund  
From 3/28/2024 Through 4/11/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
508457	Lindahl Brothers, Inc.	4/1/2024	62,463.72
508459	NARDULLI CONSTRUCTION COMPANY...	4/1/2024	9,794.60
508463	Robert R. Andreas & Sons, Inc.	4/1/2024	<u>10,105.50</u>
	Total 08 - Capital Projects Fund		<u>82,363.82</u>
Report Total			<u><u>190,558.42</u></u>

**ORDINANCE No. 2024-05**

**AN ORDINANCE AMENDING CHAPTER 22, SECTION 22-503 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING MUNICIPAL PARKING LOTS.**

**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 to the efficient operation of the Village; and

**WHEREAS**, Chapter 22, Section 22-503 of the Municipal Code, Village of Stickney (the "Village Code") regulates the use of Village owned parking lots that are available for resident parking (the "Regulations"); and

**WHEREAS**, the Corporate Authorities recognize the need to update and clarify the Regulations from time to time; and

**WHEREAS**, in light of the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Chapter 2, Section 22-503 to update and clarify the Regulations set forth therein; and

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

**ARTICLE I.  
IN GENERAL**

**SECTION 1. INCORPORATION CLAUSE.**

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

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to amend Chapter 22, Section 22-503 of the Village Code as set forth herein, and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

**ARTICLE II.**  
**AMENDMENT OF CHAPTER 22, SECTION 22-503 OF THE MUNICIPAL CODE, VILLAGE  
OF STICKNEY, ILLINOIS**

**SECTION 3.0. AMENDMENT OF CHAPTER 22, SECTION 22-503.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 22, Section 22-503 as follows:

**Sec. 22-503. - Municipal parking lots.**

(a) The village president and board of trustees ~~shall~~ may establish certain property within the village and owned by the village as municipal parking lots.

(b) Parking permits are required from 1:00 a.m.—5:30 a.m. Violators will be ticketed and subject to towing. Overnight permit parking will be permitted in designated areas only.

(c) Temporary parking permits to park overnight in spaces designated on such municipal parking lots are may be available upon application to the village police department, parking division, including second division vehicles limited to pickup trucks, and B plate vans for residents only. The rules and regulations for the use of the municipal parking lots shall be set forth on the application.

(d) Permits will be available on a yearly basis from July 1 to June 30 of a given year. Permits are limited to one per household.

(e) Current village vehicle tag required to acquire municipal lot overnight permit tag. No such permit shall be issued to any vehicle or person with outstanding village parking tickets or violations, fees or other charges due to the village.

(f) Municipal parking lot permit fees shall be \$120 annually. ~~are equal to your village vehicle tag fee.~~

(g) Permits are not transferable.

(h) Permits are to be displayed in the front window next to your village vehicle tag.

(i) Special hardship permits available on a case by case basis at the village hall.

(j) Vehicles are required to move out of the lot to allow for snow cleaning. Vehicles not moved are subjected to ticketing and/or ~~towing~~ being towed, if deemed necessary by the police chief and/or the public works supervisor.

(k) Vehicles not moved for a period of 48 hours shall be considered parked illegally and subject to removal.

(l) It shall be unlawful to use the municipal parking lot to repair or service motor vehicles. Any vehicle parked in a municipal parking lot must be in roadworthy condition, otherwise such vehicle shall be deemed a hazardous vehicle and subject to ticketing and/or towing.

**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 in accordance with Illinois law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

**ORDINANCE NO. 2024-04**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT REGARDING THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY (CERCCC) 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, the Town of Cicero, and other units of local government previously established a Joint 9-1-1 Authority and became members of the Consolidated Emergency Response Center of Cook County (the "CERCCC"), a Consolidated 9-1-1 Emergency Dispatch Center; and

**WHEREAS**, the Village desires to renew its intergovernmental agreement with CERCCC for emergency dispatch services (the "Agreement"), which is attached hereto and incorporated herein as Exhibit A; 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, 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 \_\_\_\_\_, 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**

**EXHIBIT A**

## EXHIBIT A – STICKNEY

### **A-1. Stickney Services**

The Center shall provide answering all non-emergency telephone calls during hours when the Member Municipality's offices are closed to the public. This precludes emergency (Storm or flood) events. When the Center may require the Municipality to answer these calls.

### **A-2. Stickney Equipment**

Stickney shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment for use by its personnel using the system, if the CERCCC ETSB is unable to.

### **A-3. Stickney Renewal of Agreement**

The parties shall meet in the year prior to the last year of the contract (2029) extending or renewing the dispatching contract.

### **A-3. Stickney Dispatch Fee**

For the period of May 1, 2024, through April 30, 2025, the annual dispatch fee payable by Stickney shall be \$343,489.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2025, through April 30, 2026, the annual fee payable by Stickney shall be \$358,259.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2026, through April 30, 2027, the annual dispatch fee payable by Stickney shall be \$373,664.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2027, through April 30, 2028, the annual dispatch fee payable by Stickney shall be \$389,731.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

For the period of May 1, 2028, through April 30, 2029, the annual dispatch fee payable by Stickney shall be \$406,528.00 per annum with payment scheduled according to the provisions of paragraph 10 hereof.

**INTERGOVERNMENTAL AGREEMENT RE 911 DISPATCH SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this 16<sup>th</sup> day of April, 2024 (the "Execution Date"), by and between the **TOWN OF CICERO**, Cook County, Illinois (herein referred to as "Cicero"), and the Member Municipalities.

**WITNESSETH:**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Cicero and the Member Municipalities are Illinois units of local government;  
and

WHEREAS, Cicero and the Member Municipalities currently provide public safety dispatching and other customer service support for their respective departments; and

WHEREAS, Cicero and the Member Municipalities have determined that it would be in their best interests for Cicero to provide public safety dispatch services for the Cicero Fire and Police Departments and for the police and fire departments of the Member Municipalities through a single dispatch center, namely the Cicero Consolidated Dispatch (the "Center"), to create financial and operational efficiencies and work collaboratively in the Cook region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.

2. **Effective Date.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated in accordance with the provisions of this Agreement.

3. **Cicero Public Safety Dispatching Services.** Cicero through the Cicero Fire Department located at 5303 West 25<sup>th</sup> Street, Cicero, Illinois 60804, shall perform the following services in order to provide public safety dispatch services on a 24-hour basis seven (7) days a week, as set forth below:

A. Accept and answer all Cicero and the Member Municipalities 9-1-1 calls in order

to dispatch emergency response personnel;

- B. Monitor traffic on police and fire radio frequencies;
- C. Have access to all recordings of all such communications;
- D. Relay information received by such means to personnel of the appropriate Member Municipalities by means of voice, computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service, responder's statuses and other related information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing The Center with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- H. Activate and test monthly the emergency weather notification system. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its emergency weather notification system.
- I. Provide timely recordings or copies of CAD, radio, and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Cicero Consolidated Dispatch. The Cicero Emergency Response Center

of Cook County (CERCCC) Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.

J. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Center's LEADS Agency Coordinator shall be responsible for all validations and to assist with audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with The Center.

K. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon radio system. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and The Center and (ii) subject to the consent of the ETSB. All radio system airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee unless mutually agreed upon.

L. In fulfilling the dispatching requirements of this Agreement, The Center shall comply with all State and federal laws, rules, regulations, certifications, and accreditation standards. The Center shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, NFPA1221, and other relevant emergency services communications guidelines).

M. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared

computer system pertaining to its community.

N. Dispatch procedures and priorities shall follow the existing Center policies. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

O. The Center shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

**4. Equipment and Information.**

A. The Center shall be responsible for acquiring all equipment necessary to provide the dispatching services. Cicero shall own and or use ETSB equipment and operate all such equipment. Cicero shall maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications. Cicero shall be responsible for maintaining its equipment in a reasonable manner.

B. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Cicero and or the ETSB; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Cicero.

C. At each location within the Member Municipalities served by The Center, The Member Municipality shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by Cicero, and which said



approval shall not be unreasonably withheld. In addition, The Member Municipality will maintain at its cost and expense, at The Center, necessary communication and networking equipment which are the property of the Municipality. Said equipment will be promptly returned to the Municipality upon the expiration of this Agreement.

D. The Member Municipality will maintain at its cost and expense all telephone lines needed for The Center to effectively handle all communications in and out of each location within the Municipality. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by or for the implementation and operation of a dispatch will be the responsibility of the Municipality. Any and all costs incurred to connect the Municipality to The Center using circuits and or microwave will be the responsibility of the Municipality unless otherwise agreed upon or provided by the ETSB.

E. Any and all audio recordings will be kept and stored by Cicero for a period of thirty (30) days, or any other period required by law, and will be made available to Member Municipalities as requested. In the event that a Member Municipality desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify Cicero within thirty (30) days of the recorded event.

F. Cicero will provide and maintain CAD System licenses that are licensed to Cicero by Computer Information Systems ("CIS") for the Member Municipality's use. The Municipality will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.

G. CERCC is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.

H. Upon execution of this Agreement, the Member Municipality shall provide Cicero with a map listing streets and properties located thereon and shall provide Cicero with regular updates to said map regarding streets and properties located thereon as those updates occur. The Member Municipality shall also provide Cicero with its GIS files and 911 Master Street Address Guide for mapping purposes when requested by Cicero.

I. Cicero will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of the Member Municipality, as well as emergency response personnel and equipment, but Cicero will not be responsible for failure to provide emergency response personnel and equipment due to damage to the

CERCC's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

5. **Personnel.** Cicero shall retain exclusive authority over the public safety dispatch services provided under this Agreement, including personnel. Cicero shall be solely responsible for employment and training of telecommunicators. Cicero shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services. All telecommunicators shall be employees of the Town of Cicero.

It is understood that Cicero may hire additional telecommunicators as a result of this Agreement. At all times that this Agreement remains in effect, Cicero shall maintain an adequate number of dispatch personnel. Cicero telecommunicators shall utilize The Center's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Police and Fire Liaison Committees.** There is hereby established an Advisory Police and Fire Liaison Committees ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the dispatch services provided by Cicero under this Agreement. The Liaison Committees shall consist of representatives from the Member Municipalities and Cicero. The Member Municipalities and Cicero shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police/Fire Chief or his/her designee.

The Liaison Committee shall have the following duties and responsibilities with respect to the dispatch services provided under this Agreement:

- A. To meet as needed to review dispatch services being provided by The Center;
- B. To recommend procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the dispatch services, and the implementation of this Agreement.

7. **Complaint Resolution.** The Member Municipality's police/fire supervisor shall contact the on-duty Center Supervisor to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Center's Supervisor is not on duty, and there is an emergency/exigent need, a Center Supervisor will be contacted to address the issue. If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a call for a Member Municipality, the complaint will be handled by the Center's Director or her/his designee in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police and fire departments will begin at the supervisor level and then proceed up the chain of command.

Complaints or concerns from The Center's personnel involving a Member Municipality's employee's actions or performance will be directed to the Center's Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be

forwarded to the Center's Supervisor.

8. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Cicero for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Cicero to be necessary for the efficient provision of police dispatch services, which may include:

Salaries

Sick, holiday and vacation pay

Overtime

Medical insurance

Life insurance

Payroll taxes

Retirement plan contributions

Liability insurance

Worker's compensation

Unemployment compensation

Uniforms

Office supplies

Dues and subscriptions

Training and education

Telecommunications

Postage

Office equipment

Computer equipment/amortization

Equipment repair and maintenance

Recruitment costs

Overhead allocation

Equipment Replacement

Information Services

## Technology

9. **Annual Reports.** After January 1 of each calendar year, Cicero will prepare an annual report with a summary of each member's prior year's statistical data.

10. **Timely Payment of Costs.** The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the dispatch Center is critical to the provision of dispatch services under this Agreement.

A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.

B. A Member Municipality may, for good cause, make a payment to Cicero under protest. In such event, Cicero and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Cicero or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.

C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest,

Cicero may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Cicero's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.

D. All payments shall be made to the Town of Cicero which will deposit the payments received into its General Fund under a separate revenue line item entitled "Dispatch Center Fees."

11. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, The Center shall notify the Member Municipality of such disruption as soon as practical and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. The Center also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Cicero for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Cicero commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means).

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Cicero to respond to calls or provide law enforcement services for events that occur outside of Cicero. Notwithstanding the foregoing, Cicero will render

assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Cicero. Notwithstanding the foregoing, each Member Municipality will render assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be five (5) years from the execution date. The Agreement may be renewed by mutual written agreement by and between Cicero and the Member Municipality.

15. **Termination.** Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Cicero. Additionally, Cicero may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraph 10 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Cicero may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, indemnify Cicero and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of public safety services by that Member Municipality, or the use of, the misuse of, police



dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Cicero shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

18. **Maintenance of Radio System.** Cicero agrees to maintain the base radio system at Cicero as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Cicero and the Member Municipalities and/or as required by the rules and regulations of the CERCCC ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents, or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following

deposit in the mail.

20. **New Members.** A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Cicero in equipment, other capital expenditures, and administrative staff time, etc.

21. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the 4th Judicial Circuit, County of Cook.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Cicero or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.

B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging

evacuations, etc.

- C. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.
- D. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- E. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy, and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Cicero nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Cicero and the Member Municipality hereto have executed this Agreement on the date herein above written.

**TOWN OF CICERO**

ATTEST:

---

---

**VILLAGE OF STICKNEY**

ATTEST:

---

---