VILLAGE OF STICKNEY



Deborah E. Morelli

Village President

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

> Village Trustees Mary Hrejsa Sam Savopoulos

Kurt Kasnicka Village Treasurer

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, January 17, 2017

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. Accept the report from the Illinois Department of Revenue
- 7. Accept the report from the Illinois Department of Transportation
- 8. Accept the Village of Stickney Annual Financial Report for Fiscal Year Ending April 30, 2016
- 9. Approve Resolution 0 1-2017, "A Resolution Authorizing and Approving a Certain Agreement with Municipal Collection Services, Inc. for the Village of Stickney

NEW BUSINESS Business License Application & Renewal Enforcement

- 10. Report from the Mayor
- 11. Report from Clerk
- 12. Trustee Reports/Committee Reports
- 13. Reports from Department Heads
- 14. Public Comment
- 15. Motion to Adjourn to Closed Session
 - a. Discussion Regarding Setting a Price for the Sale or Lease of Real Property Owned by the Public Body (Consideration of this Matter Held in Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2 (c) (6)(2014)
- 16. Motion to Return to Open Session
- 17. Adjournment

Posted January 12, 2017



Audrey McAdams Village Clerk

Mitchell Milenkovic

Jeff White

January 3, 2017

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, January 3, 2017 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White

Trustee Milenkovic moved, duly seconded by Trustee Fuentes, to approve the minutes of the tax levy hearing held on December 6, 2016 as submitted by the clerk.

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Nays: None President Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee White to approve the minutes of the previous regular session meeting held on December 6, 2016 as submitted by the clerk.

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Navs: None President Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos, to approve the payment of the bills for December 20, 2016 and January 3, 2017.

Upon the roll call, the following Trustees voted: Ayes: Trustee Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Navs: None President Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to approve the payment of \$61,780.32 to Crowley Sheppard Asphalt, Inc. per Engineer's Payment Estimate No. 2 for MFT Section No. 16-00058-00-RS.

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Navs: None

President Morelli declared the motion carried.

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Prior to the vote Trustee White explained, "We are holding back \$20,000 for the problem we have until it is fixed." Public Works Supervisor Jeff Boyajian said, "When they did the original paving of the street it rained the next day. The next day we saw there was a puddle. There should have been more of a pitch to that section of the street. They came out the day after Thanksgiving and took that area out. Unfortunately they made it too high. This section will be redone again in the Spring.

Trustee White moved, duly seconded by Trustee Hrejsa to accept the report from the Illinois Department of Revenue in the amount of \$33,199.22 for the month of September, 2016.

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Nays: None President Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Fuentes to accept the report from the Illinois Department of Transportation in the amount of \$15,350.45 for the month of November, 2016

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Navs: None President Morelli declared the motion carried.

Trustee Hrejsa moved, duly seconded by Trustee White to pass and approve Ordinance 2017-01, "An Ordinance Amending Parking During Street Cleaning **Operations**"

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Nays: None

President Morelli declared the motion carried.

Prior to the vote Village Attorney Michael Del Galdo explained, "From the legal aspect of this is that this ordinance is exactly the same as Sec. 114-148 except that it strikes January and replaces it with April 1 and strikes December and replaces it with November 30. This means that during that interim period there is no street sweeping." Trustee Hrejsa asked, "Which means they can park there without a ticket?" Trustee White said, "As long as there is no snow on the ground." Village Attorney Michael Del Galdo explained, "They have to follow the snow signs and snow restrictions but this only relates to street sweeping." Trustee Rivadeneira asked, "There will still be street sweeping at this time?" Village Attorney Michael Del Galdo said, "No, there will be no street sweeping between December 1 and March 31." A question was raised about the signs. Public Works Supervisor Jeff Boyajian said, "I will have to look at the signs. We might have to make up a sheet that covers half." Trustee Hrejsa asked, "Are you going to street clean around the cars." Public Works Supervisor Jeff Boyajian said, "Weather permitting." Trustee Fuentes stated, "Basically people won't get tickets during that time." Public Works Supervisor Jeff

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Boyajian said, "Pretty much." Village Attorney Mike Del Galdo said, "It is not a moratorium on the issuance of parking tickets during that period of time. It is just that no street sweeping violations can occur during that period of time." Additional comments were made amongst the board. Trustee Fuentes brought up the fact that her copy says November 1 and not November 30. Village Attorney Michael Del Galdo explained, "We thought what was being proposed was November 1. Public Works Supervisor Jeff Boyajian corrected the date to be November 30. There is another version out there. A corrected version will be provided tomorrow." Trustee Edwin Rivadeneira asked, "Just so I get this clear. There will not be any streets cleaned until April 1." Village Attorney Michael Del Galdo said, "Ticketed." Village Attorney Michael Del Galdo explained, "There still will be street sweeping. There will not be ticketing until April 1. Ten days after passage and proof of publication by the clerk it will become effective." A few more comments were made by the board. Village Attorney Michael Del Galdo clarified, "It sets street sweeping April 1 to November 30. During that time you could be ticketed for street sweeping. December 1 through March 31 they will attempt to do street sweeping weather permitting. But, no resident will be ticketed for street sweeping violations. I will send the clerk a copy of the revised ordinance tomorrow."

PRESIDENT REPORT: New Year's greetings were given.

CLERKS' REPORT: Clerk McAdams said, "Copies of the 2017 Regular Meeting dates are available on the podium. A couple of the dates are changed due to the Consolidated Election and July 4."

TRUSTEES' REPORTS: Trustee Fuentes Trustee Fuentes gave the fire department report for the month of December, 2016 as follows: Ambulance calls: 73; Mutual Aid Calls: 12; Service Calls: 7; Fire Calls: 16; Hazardous Condition Calls: 2; Motor Vehicle Accidents: 7; Working Fires: 0; Brush/Trash Fire Calls: 0; Car Fires: 0; Outside Equipment Fires: 0; Total calls for the month of: December - 117; Total calls for 2016: 1132.

Total calls for 2016 as follows: Ambulance calls: 704; Mutual Aid Calls: 131; Service Calls: 62; Fire Calls: 134; Hazardous Condition Calls: 19; Motor Vehicle Accidents: 66; Working Fires: 6; Brush/Trash Fire Calls: 1; Car Fires: 4; Outside Equipment Fires: 4; Total calls for the month of: Total calls for 2016: 1132.

In addition, Trustee Fuentes thanked everybody for the winter coat donations. We had a total of 77 coats that they were able to donate back to schools. She specifically thanked Village Attorney Mike Del Galdo, Representative Tabares, Representative Hernandez and Commissioner Tobolski for donating brand new coats.

Trustee Hrejsa gave New Year greetings. She hoped that 2017 makes the Village of Stickney wonderful and happy and everybody gets along.

Trustee Rivadeneira gave New Year greetings.

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Trustee Milenkovic gave the Tree Board Advisory meeting schedule for 2017. They are March 2, June 1 and October 2. They take place in the conference room at 10:00 a.m. He gave Christmas greeting to those of the Eastern Orthodox Faith.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for July, 2016.

Upon the roll call, the following Trustees voted: Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneira, Savopoulos and White Nays: None President Morelli declared the motion carried.

DEPARTMENT REPORTS: Police Chief Sladetz gave New Year's greetings. The department was rather quiet over the holidays. He updated us on the Toys for Tots Drive. There were close to 200 toys. He made two trips to drop them off. He thanked those who donated.

Fire Chief Larry Meyer reported that there was a four car accident on the Central Avenue bridge. He told us about a turkey fryer that destroyed a house in Broadview.

Treasurer Kurt Kasnicka reminded us that Martin Luther King Jr. Day is coming up. The administrative offices will be closed on January 16. Public Works pickup will be delayed a day.

The Mayor mentioned, "This year Jewel Store, with the help of residents from town who donated at the store, helped a lot of families received Christmas dinners. Jewel was generous with their hams and turkeys. It was a nice holiday for a lot of families that appreciated it.

There being no further business, Trustee White moved, duly seconded by Trustee Hrejsa that the meeting be adjourned. Upon which the Board adopted the motion at 7:22 p.m.

Respectfully submitted,

Approved by me this day of

Audrey McAdams, Village Clerk

2017

Deborah E. Morelli, Village Mayor



SALES TAX FOR OCTOBER, 2016 \$ 34, 480.68

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER

Return Back

Warrant/EFT#: EF 0013801		2		
Fiscal Year: 2017	Issue Date:	01/10/17		
Warrant Total: \$34,480.68	Warrant Status:			
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1052851	7A1052851	\$34,480.68

IOC A	ccountir	ng Line Details	3			
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$34,480.68	DISTRIBUTE MUNI/CNTY SALES TAX

Payr	nent Voucher Description
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/09/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX



MOTOR FLEE TAX FOR DECEMBER, 2016 \$16,098,25 VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER OF

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Warrant/EFT#: EF 0008931		for color		
Fiscal Year: 2017	Issue Date:	01/04/17		
Warrant Total: \$16,098.25	Warrant Status:			
Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			7MT002132	\$16,098.25

IOC A	ccountir	ng Line Details	5			
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$16,098.25	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information
217-782-6496

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ANNUAL FINANCIAL REPORT Year Ended April 30, 2016

RESOLUTION NO. 01-2017

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH MUNICIPAL COLLECTION SERVICES, INC. FOR THE VILLAGE OF STICKNEY

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

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

WHEREAS, the Village 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 general welfare of the Village and its residents; and

WHEREAS, Municipal Collection Services, Inc. ("MCSI") has provided a Collections Contract for Collection Services (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby MCSI will provide collection services to the Village for certain debts owed to the Village (the "Services"); and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the 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 or her designee to enter into the Agreement whereby MCSI will provide the Services to the Village and to further authorize the President or his or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his or her 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 or her 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, 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of ______, 201__. AYES: NAYS: ABSENT: ABSTENTION: APPROVED by me this ____day of _____, 201__.

Deborah Morelli, President

ATTESTED AND FILED in my office this __ day of _____, 201___.

Audrey McAdams, Village Clerk

EXHIBIT A



The Municipal Collection Specialist

Collection Contract

Mayor Deborah Morelli Village of Stickney 6533 Pershing Rd Stickney, IL 60402

Attached is an agreement for THE MUNICIPALITY's consideration in regards to Municipal Collection Services, Inc. (MCSI) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCSI. We will execute by signing both, return a copy to the Village of Stickney and retain one copy on file here.

We appreciate the Village of Stickney considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCSI.

Sincerely,

Dan McDonald Sales Manager

Collections Contract For Collection Services

WITHIN THE

Village of Stickney, IL

PRESENTED ON: 11/08/2016

(If not accepted, Offer expires in 60 days)

PRESENTED BY:

Municipal Collection Services, Inc. 7330 College Drive, Suite 108 Palos Heights, IL 60463 (708) 448-6669 FAX 448 -1749

MUNICIPAL COLLECTION SERVICES, INC.

AGREEMENT, made this _____ day of ______, 20____ by and between Municipal Collection Services Incorporated, an Illinois corporation (hereinafter referred to as MCSI), and the **Village of Stickney**, Illinois (hereinafter referred to as THE MUNICIPALITY).

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, THE MUNICIPALITY wishes to list certain debts owed to THE MUNICIPALITY with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the MUNICIPALITY in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

1.01 THE MUNICIPALITY agrees that its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where "determination orders" or "findings, decisions, and orders" have been entered by THE MUNICIPALITY will be listed for collection with MCSI. THE MUNICIPALITY may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as "DEBTS".

Notwithstanding the foregoing, THE MUNICIPALITY expressly reserves the right to refuse to refer certain delinquent parking tickets, citations, accounts, or any other form of debt owed to the MUNICIPALITY, subject to the sole and absolute discretion of the MUNICIPALITY and to pursue its own debt collection methods as it deems appropriate on any debt not referred to MCSI.

1.02 THE MUNICIPALITY agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.

1.03 DEBTS will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, THE MUNICIPALITY will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. THE MUNICIPALITY and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to

THE MUNICIPALITY, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to THE MUNICIPALITY'S administrative adjudication database. THE MUNICIPALITY hereby agrees to allow MCSI such access, subject to reasonable security measures.

1.05 MCSI will acknowledge receipt of any DEBTS listed for collection within five days after receipt by MCSI.

2.00 COLLECTION OF DEBTS

2.01 MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.

2.02 MCSI will pursue court action to obtain/perfect civil judgments, when in its sole judgment and discretion, it believes, that such actions are advisable and will aid in collection of the DEBTS. THE MUNICIPALITY will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action.

2.03 In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to THE MUNICIPALITY of MCSI's intention to do so.

2.04 If requested by THE MUNICIPALITY, and in its efforts to collect DEBTS, MCSI will assist THE MUNICIPALITY in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

3.01 No fees will be payable to MCSI by THE MUNICIPALITY until such time as any money is collected on a DEBT(s). THE MUNICIPALITY will add a collection fee of thirty-three percent (33%) to each DEBT listed for collection, and said collection fee shall be included as a part of the DEBT.

- 3.02 At such time as any money is collected, MCSI shall be paid as follows:
 - **3.02.1** MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.
 - **3.02.2** Twenty-four and 81/100 percent (24.81%) of the balance of the amount collected on each DEBT.

4.00 COLLECTION AND PAYMENT

4.01 MCSI shall have the exclusive right to collect the DEBTS which have been assigned to MCSI by THE MUNICIPALITY until such time as it chooses, in its sole direction, to return any DEBT to THE MUNICIPALITY. Any inquiries received by THE MUNICIPALITY concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.

4.02 MCSI will deposit any money collected in a separate bank trust account established for that purpose.

4.03 After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to THE MUNICIPALITY will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

4.04 In the event that any funds are paid to, or collected by THE MUNICIPALITY on any DEBTS, THE MUNICIPALITY will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to THE MUNICIPALITY under Section 4.03.

5.00 SETTLEMENT OF DEBTS

5.01 THE MUNICIPALITY hereby authorizes MCSI to compromise, or reach negotiated settlements on any DEBT assigned to MCSI by THE MUNICIPALITY. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and THE MUNICIPALITY.

5.02 Should THE MUNICIPALITY make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS which have been assigned by THE MUNICIPALITY TO MCSI, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

6.01 MCSI agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of THE MUNICIPALITY, its officers, agents, servants or employees.

6.02 Further, THE MUNCIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to THE MUNICIPALITY, that has not been discharged in bankruptcy THE MUNICIPALITY also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by THE MUNICIPALITY. In addition to the indemnities listed above, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

6.03 Notwithstanding the foregoing, THE MUNICIPALITY does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

7.00 TERM

7.01 The term of this Agreement is for a period of 24 months from the date first written above ("Initial Period"). However, this Agreement may be renewed, under the same terms and conditions, for additional periods of 12 months ("Extension Period(s)") upon the mutual written consent of both parties. Under no circumstances shall this Agreement automatically renew. Either party may terminate this Agreement during any Extension Period by providing written notice to the other, at least 90 days prior to the end of any Extension Period, that the party is terminating this Agreement at the end of the then current Extension Period.

7.02 Notwithstanding a notice of termination given by either party, THE MUNICIPALITY's obligation to list DEBTS with MCSI for collection shall continue until the termination of this Agreement.

7.03 In the event of termination of this Agreement by either party, MCSI shall retain its right to collect any DEBTS assigned to MCSI by THE MUNICIPALITY prior to the end of this Agreement, until such time as it elects to return any such DEBTS to THE MUNICIPALITY, as provided under the terms of this Agreement; and the terms of this Agreement shall remain in full force and effect with respect to collection by MCSI of these retained DEBTS.

7.04 Notwithstanding anything herein to the contrary, THE MUNICIPALITY may recall any transferred account at any time and for any reason upon notice to MCSI, at which point all collection activity will immediately cease, and the account will be returned to THE MUNICIPALITY along with a returned account report.

7.05 At least once per year, MCSI will return to THE MUNICIPALITY such DEBTS which it determines, in its sole judgment and discretion, to be uncollectible.

8.00 NOTICES

8.01 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCSI:	Municipal Collection Services, Inc. 7330 College Drive, Suite 108 Palos Heights, Illinois 60463
If to THE MUNICIPALITY:	Village of Stickney 6533 Pershing Rd Stickney, Illinois 60402

9.00 INSURANCE

9.01 At all times during the term of this Agreement, MCSI will maintain general liability insurance in the amount of \$1 million, workers compensation and employers' liability insurance in the amount of \$500,000, Errors and Omissions Liability in the amount of \$1 million, automotive insurance in the amount of \$1 million and cyber and corporate identity protection for \$1 million. Where applicable, all insurance maintained by MCSI with respect to this Agreement shall name THE MUNICIPALITY as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to the particular type of coverage. No policies will be cancelled without prior written notice to THE MUNICIPALITY of at least 30 days.

10.00 ENTIRE AGREEMENT; VENUE; CHOICE OF LAW; SEVERABILITY.

10.01 This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

10.02 This Agreement is made and is to be interpreted under the laws of the State of Illinois without regard to its conflict of law procedures. In the event that any claim arises out of or related to this Agreement or any duties performed thereunder, any claim shall be brought in the Circuit Court of Cook County, Illinois.

10.03 In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

VILLAGE OF STICKNEY, IL MUNICIPALITY	MUNICIPAL COLLECTION SERVICES, INC. An Illinois Corporation
By:	Ву:
	Matthew C. Regan
Mayor/President (PRINT)	Chief Executive Officer (PRINT)
Mayor/President (SIGNATURE)	Chief Executive Officer (SIGNATURE)
Attested:	Attested:
	Frank Pogan
Clerk (PRINT)	Frank Regan Secretary (PRINT)
Clerk (SIGNATURE)	Secretary (SIGNATURE)
Date: , 20	Date: , 20