

VILLAGE OF STICKNEY

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



Kathleen Fuentes
Edwin Rivadeneira

Village Trustees
Mary Hrejsa
Sam Savopoulos

Mitchell Milenkovic
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, March 21, 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. Approve Engineers Payment Estimate No. 1 & Final of \$74,471.00 for Emergency Generator Replacement to Lyons Electric Company
9. Presentation by Azavar Audit Solutions
10. Approve Resolution 07-2017, "A Resolution Authorizing and Approving a Certain Agreement with Azavar Audit Solutions, Inc. for the Village of Stickney"
11. Pass and Approve Ordinance 2017-02, "An Ordinance Authorizing and Approving a Memorandum of Understanding with the Illinois Fraternal Order of Police Labor Council for the Village of Stickney"
12. Pass and Approve Ordinance 2017-03, "An Ordinance Authorizing and Approving the Purchase of two Police Pursuit Vehicles"
13. Pass and Approve Ordinance 2017-04, "An Ordinance Adopting Chapter 74, Sections 74-275 through 74-290 and Adopting Chapter 74, Article IX of the Municipal Code, Village of Stickney, IL regarding Block Parties"
14. Grant permission to Misericordia to conduct their Jelly Belly Candy Days fundraising event April 28 and 29, 2017 in the Village of Stickney
15. Report from the Mayor
16. Report from Clerk
17. Trustee Reports/Committee Reports
18. Reports from Department Heads
 - a. Accept the Treasurer Report for November, 2016
19. Public Comment
20. Adjournment

Posted March 16, 2017

March 7, 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, March 7, 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 White made this statement before the meeting began: "I would like to recognize our former Mayor, Dan O'Reilly in the audience today. I would like to thank him for coming. He is here because we are going to honor him with the resolution that we have on our agenda this evening. Worked on this for a little while and I just want to thank him for coming so we could honor him in this way."

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session meeting held on February 21, 2017 as submitted by the clerk.

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

Trustee White moved, duly seconded by Trustee Fuentes to approve the payment of the bills.

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

Trustee White moved, duly seconded by Trustee Savopoulos to approve Resolution 06-2017, "A Resolution Designating and Naming the Playground Located at 4228 S. Oak Park Avenue, "O'Reilly Park" for the Village of Stickney."

Prior to the vote, Mayor Morelli stated, "Before we go into a roll call I would just like to make a mention to Dan, this is a very special time here too with that park, it means a lot to all of us. And, I would also like to take this time to thank you ahead of time too for all the work that you put in to getting that grant for that OSLAD Grant that worked towards getting that park and making it possible for the Village. It made my part with finishing the park a lot easier. Thank you so much for that. It is appreciated."

Trustee White said, "Before we take the roll call I would like to take the time to read a portion of the resolution."

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, as a home rule unit of local government the Village may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Daniel A. O'Reilly served as the Village of Stickney President from May 2009 until April 2013; and

WHEREAS, after his election, President O'Reilly started thinking in terms of updating our parks; and

WHEREAS, improvements were made to the land next to the Stickney Public Works garage to allow the Village to accommodate large affairs such as Family Day; and

WHEREAS, during this same time a grant was applied for to create a bike path connecting to Morton College; and

WHEREAS, plans were set in motion when playground specialist, John Vann, was secured to help with writing grants and planning and updating of the playground located on Oak Park Avenue; and

WHEREAS, in August, 2010 a Park and Recreational Construction (PARC) grant application was filed with the State of Illinois Department of Natural Resources; and

WHEREAS, a special meeting was held on November 3, 2010 to introduce John Vann to the public and to provide information on the grant application; and

WHEREAS, on November 16, 2010 Resolution 10-2010 was passed seeking a resolution to finance the redevelopment of the playground; and

WHEREAS, on June 25, 2012 special hearings were held to discuss the need to reissue the grant for the playground due to redefining the age limit to be less specific; and

WHEREAS, in August 2012 a special hearing was held to discuss the Master Plan for the playground; and

WHEREAS, testimony was given in Springfield to the Illinois Department of Natural Resources by President O'Reilly and John Vann; and

WHEREAS, President O'Reilly was notified in April 2013 that the grant was approved; and

WHEREAS, grant funds in the amount of \$120,246.57 were received; and

WHEREAS, by June, 2015 the new park was up and running; and

WHEREAS, in connection therewith, the Corporate Authorities have determined that it is advisable and in the best interests of the Village to designate and name the playground located at 4228 Oak Park Avenue, "O'Reilly Park", to provide a lasting reminder to Daniel O'Reilly's dedication in updating and fulfilling a wonderful enjoyment zone for the youth of the Village of Stickney;

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 Hrejsa to grant permission to the Stickney-Forest View Little League to hold their May 13, 2017 Annual Parade.

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.

PRESIDENT REPORT: Made a comment about the 3900 block of Home Avenue. It was brought to her attention by several residents that the traffic is horrible there. She talked to the police department about that. We have extra officers over there and they are handing out quite of few tickets trying to combat all the traffic that races through that area over there. We'll have the chief talk about that later. She further said, "And again, congratulations Dan."

CLERK'S REPORT: Clerk McAdams stated, "I am keeping my eye on the early voting which starts on March 20. I am the originator of that resolution on Dan. It was easy for me because I was there along with him. I was at the Town Hall meetings writing the minutes. So I just refreshed my memory. It flowed easily. I was very happy to do that to honor him."

TRUSTEES' REPORTS: Trustee Fuentes gave the fire department report for the month of February, 2017 as follows: Ambulance calls: 53; Mutual Aid Calls: 13; Service Calls: 4; Fire Calls: 9; Hazardous Condition Calls: 0; Motor Vehicle Accidents: 5; Working Fires: 0; Brush/Trash Fire Calls: 0; Car Fires: 0; Outside Equipment Fires: 0; Total calls for the month of: February- 84; Total calls for 2017: 163.

Trustee Fuentes informed people of several scam phone calls she has received from automated voice telling me there are serious allegations if she didn't call the "Coaps" (not the cops) immediately or she would be arrested and they gave the wrong number.

Trustee Fuentes announced that the next Parks & Rec meeting is Tuesday, March 28, 2017 at 6:30. The egg hunt is Saturday, April 1, 2017.

Trustee Hrejsa commented on how much the kids love the playground by the library. She mentioned that she has been receiving phone calls from people on Home Avenue complaining about cars speeding. They are asking her if there could be speed bumps. She told the callers that she would get back to them. They said that they have left messages for the mayor. They are calling me now because they are not getting a response from the mayor. Mayor Morelli said, "I gave a report on that. I have the police department looking at it." Trustee Hrejsa responded, "I know you did. But you are not calling the people back. That is why they are calling me. And, there were several calls. I can call them back tomorrow if you could tell me what we could do with that block."

Trustee Rivadeneira gave the Police Department report for the month of February, 2017: Total number of calls for service; 1,363; Total number of E911 calls received; 355; Arrest by type: Traffic: 93; Village Ordinance Offences: 15; Warrants and Complaints: 5; Parking violations: 115; Total number of arrests/citations issued: 228; Total number of squad miles: 9,412; Total amount of gasoline used: 1,219.6 gallons; Average gas mileage/squad: 7.717 mpg.

Ordinance Activity Report for the month of February, 2017. Ordinance Investigations: 174; Business License Investigations: 16; Violation Notices Issued: 11; Miscellaneous Details: 153; S.L.O. Tickets: 0; Parking Citations Issued: 0;

Trustee Milenkovic thanked Mayor O'Reilly for all the hard work he did for that park. He then congratulated him on the recognition honor.

Trustee White moved, duly seconded by Trustee Fuentes to accept the treasurer's report for September & October, 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 White then addressed a telephone scam that is going on. The call started out by saying, we represent first responders. He told them that he represents the Village of Stickney and that scam doesn't fly here. Trustee White reminded people that this is the season for scams.

Trustee White mentioned, "For the seventh time in a row, Mike Del Galdo has received the distinction of *Super Lawyer Magazine*. Everyone should know that this distinction is limited to 5% of all lawyers in Illinois. That is pretty strong. We are lucky to have you, Mike."

DEPARTMENT REPORTS: Police Chief Sladetz referred to the 3900 block of Home Avenue. We have been putting on extra patrol and manpower. Just today seven tickets were written. People who are calling about speed bumps need to know that public works are not in favor of that. It would rip up the plows and garbage trucks. We are trying our best to thwart that. There is a "No left turn" sign. People don't look at signs. Once again, concerning the scams, it is always the season. Our fire department and police department does not call residents and solicit. Just hang up. On a sad note, we lost one of our retired officers on Friday. Only a few old timers would remember Bob Kozak. He retired in 1997. He was our first Juvenile Officer. He was a unique guy. Funeral information was given.

Fire Chief Larry Meyer reminded us to move our clocks ahead this weekend. It would be a good idea to change batteries in your smoke detectors as well. He mentioned the death of Fireman/Public Works employee Bob Jaros. He was with the Village for 38 years. He served with the Marines serving in Vietnam. He was in Operation Frequent Wind, which was the evacuation of Saigon (the fall of Saigon). They had 15,000 enemy troops surrounding the Embassy while they evacuated the remaining people and a number of Vietnamese citizens as well. The newsreels of that show the

helicopters coming down with the people climbing on. They would take the helicopters to the ship and they had so many helicopters there they would just push them into the ocean. If you knew Bob, you would have never known that story. He was a Marine Veteran of Vietnam.

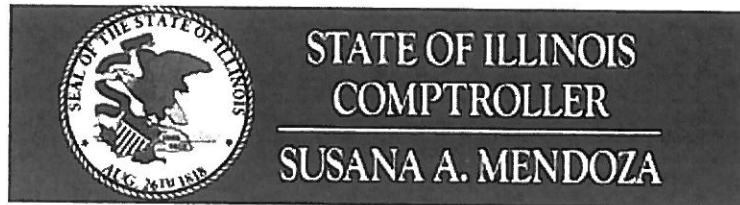
There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:21 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2017

Deborah E. Morelli, Village Mayor



SALES TAX
FOR DECEMBER, 2016
\$ 38,633.07

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER

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Warrant/EFT#: EF 0009087

Fiscal Year: 2017

Issue Date: 03/07/17

Warrant Total: \$38,633.07

Warrant Status:

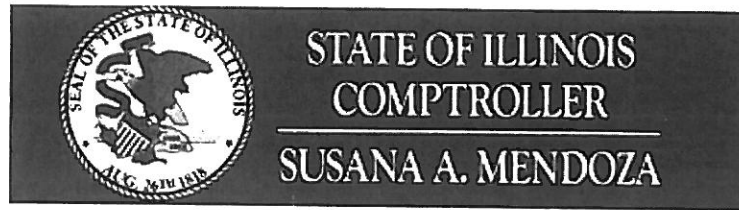
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1075179	7A1075179	\$38,633.07

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$38,633.07	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/06/2017
2	MUNICIPAL 1 % SHARE OF SALES TAX



MOTOR FUEL TAX
FOR FEBRUARY, 2017
\$14,590.62

VENDOR WARRANT DETAIL

STICKNEY VILLAGE
TREASURER OF

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Warrant/EFT#: EF 0012993

Fiscal Year: 2017

Issue Date: 03/02/17

Warrant Total: \$14,590.62

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			7MT002857	\$14,590.62

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$14,590.62	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

[Click here for assistance with this screen.](#)

March 14, 2017

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

Re: **Village Hall & Police Department
Emergency Generator Replacement
Engineer's Payment Estimate No. 1 & Final**

Mesdames and Gentlemen:

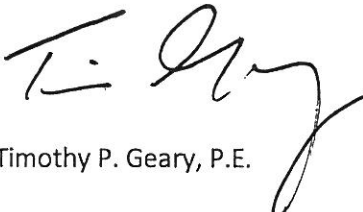
This letter is to certify that Lyons Electric Company, Inc., has furnished labor, equipment and materials for the, for the above-captioned project, in accordance with the attached "Engineer's Payment Estimate No. 1 & Final."

The Contractor completed the installation of the new Cummins 60kW emergency generator in late December 2016. A startup test was performed at that time and the generator and installation were found to meet the contract and Cummins required specifications. The generator has now been in service for over two months with weekly scheduled exercise startups.

As previously approved, this final payment includes the cost for the installation of a temporary backup generator to provide emergency electrical service during the period between the removal of the old generator and the installation of the new generator. As per agreement this work was paid for on a time and material basis as shown on the attached documentation.

Therefore, we authorize the payment of **\$74,471.00** to **LYONS ELECTRIC COMPANY, Inc., 650 East Elm Avenue, LaGrange, IL 60525** to be paid in accordance with the terms of their Contract. Also enclosed are copies of the "Final Waivers of Lien" for the payment amount.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Encl.
Mr. Kurt Kasnicka, Treasurer, w/Encl.
Mr. Jeff Boyajian, Supervisor, w/Encl.
Lyons Electric Co., w/Encl.
Project File No. 15025

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PROJECT NO : 15025

ESTIMATE NO.: 1 & FINAL FROM: October 17, 2016 TO: December 31, 2016

TOTAL PAYMENT ESTIMATE NO. 1 & FINAL \$ 74,471.00

RESOLUTION NO. 07 -2017

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
AZAVAR AUDIT SOLUTIONS, 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, as a home rule municipality, the Village has the authority to regulate certain activities within the Village and to impose certain taxes as permitted by law; and

WHEREAS, Azavar Audit Solutions, Inc. ("Azavar") has provided a Contingent Fee Professional Services Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby Azavar will provide professional computer, data audit, compliance management and management consulting services to the Village for certain taxes and fees 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 Azavar 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

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and Village of Stickney, an Illinois municipal corporation having its principal place of business at 6533 Pershing Road Stickney, Illinois 60402 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, and business license/registration revenue. Azavar shall also review and audit water service (including expense and taxes), food, beverage, and/or liquor taxes, and hotel/motel occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own electric, natural gas, water or other utility, Azavar shall also audit the revenues and billings of those Customer owned utilities.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits contemplated under this Agreement without Azavar's written consent.
- (d) In order to perform the Audits, Azavar will require full access to Customer records and Provider records. Customer will use its authority as necessary to assist in acquiring information and procure data from Providers; Customer agrees to cooperate with Azavar, provide any necessary documentation, and will engage in necessary meetings with Providers;
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;
- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

- 1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.
2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.
3. **PAYMENT TERMS.**
- 3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.
- 3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.
- 3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.
4. **CONFIDENTIAL INFORMATION**
- 4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 140/1 *et seq.*).
- 4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.
5. **INTELLECTUAL PROPERTY**
- 5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

- 5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.
- 5.3 Customer agrees that it will participate in pilot testing and within six (6) months of the execution of this agreement, deploy into a live production environment of its website or other internally secured systems, as necessary and as based on the software application, Azavar software pertaining to expense management, tax location management, tax reporting systems related to sales, use, occupation taxes, and hotel/motel taxes, and tax filing and payment applications for locally authorized and/or administered taxes or fees. Customer agrees that any and all such software is the property of Azavar and that Customer will provide Azavar feedback in writing regarding the features and function of Azavar software within a reasonable time period. Azavar shall provide Customer access and use of any Azavar provided software at no charge for a period of no less than six (6) months and not to exceed twelve (12) months, at which time Customer and Azavar shall negotiate and agree to licensing and fees.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

- 7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.
- 7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer
Village Attorney
Village of Stickney
6533 Pershing Road
Stickney, Illinois 60402

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.
10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.
11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER Village of Stickney, Illinois

By _____

By _____

Title _____

Title _____

Date

Date

ORDINANCE NO. 02

**AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING
AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
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 health, safety and welfare of Village residents; and

WHEREAS, there exists a Collective Bargaining Agreement, effective May 1, 2014 through April 30, 2017 (the "CBA"), between the Illinois Fraternal Order of Police (the "Union") and the Village; and

WHEREAS, the Village and the Union have mutually agreed to extend the CBA and previously approved Memoranda of Understanding ("MOUs") associated therewith through April 30, 2018; and

WHEREAS, the Union has provided copies of the revised CBA and revised MOUs (collectively, the "Agreement"), which are attached hereto and incorporated herein as Group Exhibit A; 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 ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the President or his or her designee to enter into the Agreement 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 Ordinance 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 Ordinance. 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 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.

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 passage and approval as provided by law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2017.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2017.

Audrey McAdams, Village Clerk

GROUP EXHIBIT A

ORDINANCE NO. 2017-03

**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE
OF CERTAIN VEHICLES 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's Police Department (the "Department") protects the public by responding to criminal activity and other emergencies; and

WHEREAS, to ensure the continued efficient operation of the Department, the Department has determined that it is in need of two (2) additional vehicles; and

WHEREAS, the Department has provided a recommendation (the "Recommendation"), attached hereto and incorporated herein as Exhibit A, that the Village purchase one (1) 2017 Chevrolet Tahoe Police Patrol Package Vehicle and one (1) 2017 Ford Police Interceptor Utility AWD (together, the "Vehicles"); and

WHEREAS, Currie Motors ("Currie"), provided the Village with proposals for the purchase of the Vehicles (together, the "Proposals"), attached hereto and incorporated herein as Group Exhibit B; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") deem it advisable and necessary for the operation of the Department and the health, safety and welfare of the residents of the Village to purchase the Vehicles; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to take all steps necessary to purchase the Vehicles in accordance with the terms of the Proposals;

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the purchase of the Vehicles in accordance with the terms of the Proposals, and to authorize the President or his or her designee to take all necessary steps to effectuate the intent of this Ordinance.

SECTION 3: AUTHORIZATION. The Board hereby authorizes the purchase of the Vehicles in accordance with the terms of the Proposals; waives any bidding requirements related to the purchase of the Vehicles; authorizes and directs the President or his or her designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Board further authorizes the President or his or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any 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. To the extent that any requirement of bidding would be applicable to the Vehicles described herein, the same is hereby waived.

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 passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of ____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of ____, 2017.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of ____, 2017.

Audrey McAdams, Village Clerk

EXHIBIT A

Stickney Police Department



JOHN SLADETZ
Chief of Police

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



DEBORAH MORELLI
Mayor

February 21, 2017

To: Mr. Edwin Rivadeneira
Police Committee

From: John Sladetz
Chief of Police

Re: Request for Patrol Vehicle Purchase

Submitted for your approval is a request for the purchase of one (1) 2017 Chevrolet Tahoe Police Patrol Package vehicle, and one (1) 2017 Ford Police Interceptor Utility AWD.

The Chevrolet purchase will be made from Currie Motors Fleet, 8401 W. Roosevelt Rd, Forest Park Il.
The Ford purchase will be made from Currie Motors Fleet, 9423 W. Lincoln Highway, Frankfort, Il 60423.

Both vehicle purchases will be purchased under contracts # 147, and # 152 of the Suburban Purchasing Cooperative.

Total price will be as follows;

Chevrolet \$33,364.69

Ford \$26,660.00

Total including all necessary fees: \$60,024.69

We will take delivery of said vehicles after May 1, 2016.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "J. Sladetz".

John Sladetz, Chief of Police

Cc: Mayor Deborah Morelli

GROUP EXHIBIT B

ORDINANCE NO. 2017-04

AN ORDINANCE ADOPTING CHAPTER 74, SECTIONS 74-275 THROUGH 74-290 AND ADOPTING CHAPTER 74, ARTICLE IX OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING BLOCK PARTIES

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, block parties help to foster a sense of community within the Village and provide family-friendly entertainment for Village residents; and

WHEREAS, the Municipal Code, Village Of Stickney, Illinois (the "Village Code") does not currently regulate block parties; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to adopt Chapter 74, Sections 74-275 through 74-290 and to adopt Chapter 74, Article IX of the Village Code as set forth below;

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

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to adopt Chapter 74, Sections 74-275 through 74-290 and to adopt Chapter 74, Article IX of the Village Code regulating block parties within the Village and to authorize the President or his or her designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.

ADOPTION OF CHAPTER 74, SECTIONS 74-275 THROUGH 74-290 AND ADOPTION OF CHAPTER 74, ARTICLE IX OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. ADOPTION OF CHAPTER 74, SECTIONS 74-275 THROUGH 74-290.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 74, Sections 74-275 through 74-290 as follows:

Sec. 74-275 – 74-290. – Reserved.

SECTION 3.1. ADOPTION OF CHAPTER 74, ARTICLE IX.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 74, Article IX as follows:

ARTICLE IX. - BLOCK PARTIES.

Sec. 74-291. - Definitions.

For the purpose of this article, the following definition(s) shall apply unless the context clearly indicates or requires a different meaning.

(a) Block party shall mean a congregation of citizens/neighbors held outdoors and on public property for the purpose of conducting activities, including but not limited to children's games, picnics, food preparation and dispensing, entertainment and the like.

Sec. 74-292. - Permit required.

No person shall conduct a block party and/or otherwise occupy or use a public street, alley, roadway, parkway or sidewalk for the purpose of conducting a block party without first obtaining a permit for the same, in writing, from the Village.

Sec. 74-293. - Criteria for permit issuance.

A Village resident may apply to hold a block party within the Village by submitting a Block Party Application to the Village Clerk. All applications must be submitted at least thirty (30) calendar days prior to the proposed date of the block party, and contain the following information:

(a) A petition containing the date, time and specific location for which a permit is sought, signed by no fewer than 60% of the property owners or lessees who reside within the designated location. The petition must contain information regarding specific streets which are to be blocked off for the event.

(b) If there are multi-unit buildings located within the designated location, the event organizers must receive consent from the majority of the units in a multi-unit building

to count the multi-unit building towards the 60% consent requirement for the desired location.

(c) The event organizers shall report each property owner or lessee's consent, dissent or absence in writing on the petition as required by this article. Vacant homes and/or units shall be excluded from the calculation of the 60% consent requirement for the desired location.

(d) A written statement by the block party organizers identifying, by name, address and telephone number, the person responsible for the event and an agreement that all provisions of this section and any and all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and orders will be complied with.

(e) Block party organizers must identify any live musical entertainment and/or disc jockeys that will perform at the block party. All such entertainment must be appropriately licensed by the Village pursuant to this Code.

Sec. 74-294. – Approval by the Board of Trustees.

Upon receipt of all required information, the Village Clerk shall place the petition and application on the Board of Trustees agenda for the next available Board meeting for action by the Board. The decision of the Board shall be final.

Sec. 74-295. - General Rules.

Notwithstanding the issuance of a permit, the following rules shall apply to all block parties:

(a) The placement of temporary barricades and the like, blocking access to the public roadway, shall not in any way hinder access by police or emergency vehicles;

(b) Activities of the block party shall not commence prior to 10:00 a.m. and must cease by 10:00 p.m.;

(c) Block parties shall only be permitted between Memorial Day and Labor Day, exclusive;

(d) No more than two (2) block parties may be permitted in the Village per day and no block party permits will be approved for any event that is on an adjacent block in any direction on the same day;

(e) No block parties shall occur on weekdays or on any state or national holidays;

(f) Event organizers shall notify all residents in writing within the affected block/area seven (7) days prior to the block party. The event organizers shall mail or deliver an affidavit of mailing to the Village Clerk at least six (6) days before the event. The affidavit must provide the date the notification was mailed to all affected residents. If the event organizers fail to provide the affidavit to the Village Clerk, the Village may, at its sole and absolute discretion, cancel said block party and rescind any permits which have been issued;

(g) No individual admission charge is to be collected at the event for entertainment, food, products or amusements;

(h) Amplified music, whether through live bands and/or reproduced sound, shall be of a volume that is no louder than is necessary for the convenient hearing of persons who are in attendance at the block party and should not unreasonably disturb the peace, quiet and comfort of neighboring blocks not involved;

(i) Activities not otherwise legally authorized by state or local laws are prohibited, including, but not limited to, fireworks displays;

(j) The provisions of this Code relating to noise disturbances must be complied with at all times;

(k) No farm or exotic animals shall be permitted at block parties;

(l) The following amusements are prohibited during any block party:

i. Dunk tanks

ii. Trampolines

iii. Mechanical bulls

iv. Mechanical rides of any kind

v. Petting zoos

Sec. 74-296. - Inflatable Structures.

The following rules shall apply to the use of decorative and recreation inflatable structures:

(a) All inflatable structures for decorative or recreational purposes, including, but not limited to inflatable bounce houses, inflatable moon jumps, inflatable castles, plastic blow-molded yard decorations, and air-supported structures, are prohibited on public property.

(b) All inflatable structures located on private property within the Village to be used during block parties shall be insured and shall only be rented from an inflatable structure rental company that is insured and bonded. Event organizers shall provide the proof of general liability insurance in amount no less than \$2,000,000.00 and name the Village of Stickney as an Additional Insured with a certificate, additional insured endorsement, and declarations page. The inflatable rental company/device owner shall comply with all regulatory requirements regarding such devices.

(c) No inflatable structure shall be located on any pavement, driveway, roadway, concrete, asphalt, paved or gravel surfaces to ensure the safety of any inflatable structure users.

Sec. 74-297. - Violations.

A person who violates this Article is, upon conviction, subject to a fine not to exceed \$500.00 and is further subject to the revocation of any permit issued under this section and denial of future permits requested.

SECTION 3.2. 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 and in full force ten (10) days after its passage and approval.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2017.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of _____, 2017.

Audrey McAdams, Village Clerk



MISERICORDIA

Heart of Mercy
Center

6300 North Ridge • Chicago, IL 60660-1017 • 773-973-6300 • fax 773-973-5214
www.misericordia.org

November 20, 2016

Audrey McAdams, RMC/CMC, Village Clerk
Village of Stickney
6533-35 West Pershing Road
Stickney, IL 60402

Dear Friend of Misericordia:

Misericordia is already planning for our Annual Misericordia/Jelly Belly Candy Days tag day fundraising event for next year. **The dates for 2017 are Friday and Saturday, April 28 and 29.** As you know, each year our volunteers collect in street intersections and in front of heavy pedestrian walkways or stores and businesses, distributing tags and packets of Jelly Belly Candy while collecting donations.

We assure you that this tag day fundraiser makes a difference in the lives of the 600 children and adults who call Misericordia "Home", as the funds we receive from the State cover only a portion of our program costs. This year we must raise \$15 million to cover the cost of programs that are not reimbursed.

For some areas, this letter is for information only because we have already received permission or they do not grant permission for streets or intersections. All other areas will find the information they require attached to this letter. **The coordinator for your area is: Julie Kareiva 708-602-3107 (cell).**

We believe that our residents can achieve, and we believe in the compassionate and generous people who share our mission. For many, a first visit to Misericordia is an eye-opening experience – from programs that provide independent living and work opportunities for our residents to round-the-clock care at the Mother McAuley Skilled Nursing Residence. We provide a full continuum of care and quality programs to meet the individual needs of all those who call Misericordia home.

If you need more information or have any questions, please contact the coordinator for your area. **See contact information in the third paragraph above.** You may also contact Misericordia at 773-273-4189 or mam1955@att.net or nancy.turvy@misericordia.com.

For your belief in Misericordia, for your past assistance, and your consideration of this request, we are most grateful. God's blessings on you and yours.

Sincerely,

Sister Rosemary Connelly, R.S.M.
Executive Director