

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday,

April 17, 2018

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2018-15, "An Ordinance Amending Chapter 86, Section 86-151 of the Municipal Code, Village of Stickney, Illinois Regarding Backflow Prevention Devices"
7. Pass and Approve Ordinance 2018-20, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Between the Village of Stickney and the Village of McCook for the Village of Stickney"
8. Report from the President
9. Report from the Clerk
10. Trustee Reports/Committee Reports
11. Reports from Department Heads
12. Public Comments
13. Adjournment

Posted April 13, 2018

April 3, 2018

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, April 3, 2018, at 7:04 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous regular session on Wednesday, March 21, 2018.

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

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

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

Prior to the vote, Treasurer Paul Nosek provided a summary indicating the source of funds used to pay the bills and the totals to be approved.

**Corporate Fund: \$84,071.30
Motor Fuel Tax Fund: \$0
Badge Fund: \$0
Water Fund: \$16,717.65
Police Pension Fund: \$0
911 Account: \$0
1505 Account: \$0
Family Day: \$0
Police Revenue Sharing: \$0
Capital Projects Fund: \$54,963.00
Bond & Interest Fund: \$0
Subtotal: \$157,277.95**

General Fund Payroll: \$110,926.62

Water Fund Payroll: \$9,849.37

Subtotal: \$120,775.99

Total to be approved by Village Trustees: \$278,053.94

Trustee Kapolnek moved, duly seconded by Trustee Torres to pass and approve Ordinance 2018-16, ""An Ordinance Amending Chapter 12, Sections 12-2 and 12-10 of the Municipal Code, Village of Stickney, Illinois Regarding Dangerous Animals""

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Prior to the vote Trustee Torres stated that we have a few dogs in town that are dangerous or vicious. This changes Sections 12-2 and 12-10 as a preventative measure to help insure safety before something happens rather than waiting until after something happens with the dog. The remaining animal ordinance will remain the same.

At this point Mayor Walik introduced Mike Tillman, Chairman of Cicero 9-1-1 ETSB. He will explain who they are and will explain items 7 & 8 on the agenda. Mr. Tillman introduced Tony Stua who is the Director of the Cicero 9-1-1 Center. History was given over why we must consolidate. The current 9-1-1 boards must also consolidate if they serve a population less than 25,000. The Town of Cicero just invested over \$1million in upgrading their 9-1-1 center. It is state of the art. The features were given. When Stickney's telecommunication center joins with Cicero's it will then be called the Consolidated Emergency Response Center of Cook County. It will be a joint effort between the Town of Cicero and the Village of Stickney. He believes that Stickney will benefit from the enhanced 9-1-1 level and also at the public safety level that is being provided to Stickney's Police Department and Fire Department.

Mayor Walik asked when did this start that we had to merge. Mr. Tillman explained that the law was changed two years ago. The Mayor stated that the Deputy Chief had been working on this because we have to do this. We love our dispatchers. They do a great job. He stated that Cicero is the right choice. The Mayor asked how long have they been doing this. Mr. Tillman answered that there are four involved with the project. He has been with the Town of Cicero for twenty years. Collectively they have over 100 years of experience.

The Mayor told us that our Fire Chief, the Deputy Police Chief, Public Works Director and Police Chief went to all these sites. They found that this was the most professional and best suited for the Village of Stickney.

Mr. Tillman invited the Village to hold an open house to the public at their facility.

Trustee White explained that he was part of the committee. For the past two year the decision was discussed. We did check out many different places. This was by far was the best.

An audience member asked if there was going to be a different response time. We were told that after both Stickney and Cicero pass these resolutions and the Intergovernmental Agreement, they have to present a plan to the State's 9-1-1 administrator who has to approve the plan. Once that plan is approved then we can start making the move. Once we go live and a call comes in from Stickney that call will go directly into the Cicero center. Their sophisticated dispatch system will then interface with the Stickney Police Department and Fire Department. When the dispatcher puts the call into the system it will pop up on the computer system in the police cars or fire department apparatus.

Mr. Tillman added in that if we don't comply with this law, the State will withhold the 9-1-1 surcharge that the Village currently receives. It would be a loss of revenue. Under the Intergovernmental Agreement Stickney will be compliant.

A discussion was held on non-emergency phone calls. Apparently this is being worked on. Trustee White added in that there will be someone in our police department at all times. Some municipalities are closing their police departments at 5:00 p.m. We are not going to do that. Deputy Chief Jaczak assured the audience that the same people will be there to answer the residents' calls. The police and fire response will be the same. We were told that there will be a dedicated dispatch area for the Village of Stickney. The Town of Cicero dispatch center is located at the Cicero Fire Department on 25th Street at the back side of the building.

Fire Chief Boyajian spoke about doing research with the group. He felt that Cicero was the best choice. We already share the same radio frequency. We won't have to do any upgrades which will save a cost to the village. He mentioned the issues with the other municipalities.

Deputy Police Chief Jaczak admitted that it was a tough choice. It is the right choice. We already share more borders with Cicero than any other municipality. He felt that in working with Tony Stua, Cicero has our best interest in mind.

Mr. Tillman answered a question pertaining to the 9-1-1 fees from the state. When this law was passed, the state took the authority from the municipalities' tax on the home phones and made one tax on all phones. One reason they did this is that a portion of this fee the state is keeping because they are going to deploy the next generation 9-1-1 network statewide. At that time anyone with a smart phone to text 9-1-1 or take videos and send them 9-1-1. This is expected to cost millions of dollars. This is another reason why they forced this consolidated. He admitted that the current 9-1-1 technology is 20 to 30 years behind. The next generation 9-1-1 is supposed to be deployed in 2021.

Police Chief Babich stated that by going with Cicero there are at least three or four individuals that have 100 years of experience between them that I could go to and ask them questions. When we went to Oak Lawn, there was one person running the entire show. Then you would have to go through a chain of command to ask them a question. Their location is at 95th and Oak Park Avenue. There are several other municipalities that have already merged with them. We would be number four in

order. Here we are right next door. It was a win all the way around. As far as financially, service and they have history and experience.

The Mayor added in that we are not going to switch over until we are 100% in order. Mr. Tillman explained that once the state approves it, there are a lot of electronics involved to connect to Stickney. It will not make the switch until that entire infrastructure is in place. He gave a detailed explanation of how they will be handling calls.

Trustee Milenkovic moved, seconded by Trustee Kapolnek to Pass and Approve Ordinance 2018-17, "An Ordinance Authorizing the Execution of an Intergovernmental Agreement Establishing the Consolidated Emergency Response Center of Cook County (CERCCC) Joint 9-1-1 Authority and Terminating the Operation of the Village of Stickney Emergency Telephone System Board, For the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Torres to pass and approve Ordinance 2018-18, "An Ordinance Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Stickney and the Town of Cicero for the Provision of Emergency Response Communications and Dispatching Services for the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee Kapolnek moved, duly seconded by Trustee White to pass and approve Ordinance 2018-19, "An Ordinance Adopting Chapter 86, Article IV, Division 4 of the Code of Ordinances for the Village of Stickney, Regarding the Regulation and Licensing of Small Cell Facilities in the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Prior to the vote Village of Stickney Attorney Mike Del Galdo explained that the new technology is not to have 100 foot towers to regulate cells. Now they have small cells that act as repeaters between the big cell towers and the transmit devices. AT & T, Verizon and Sprint spent millions of dollars on lobbyists to pass a bill last session that municipalities have no authority to regulate small cells. They can put them in a

community. We have no ability to zone them. We have no ability to move them or license them. The West Central Municipal Conference and a number of municipalities took the lead and now there is a trailer bill that trails the main bill. If a municipality has an ordinance in place that the municipal ordinance was in place supersedes the state statute. The trailer bill has not passed the General Assembly but this bill will allow Stickney to regulate and pass fees onto on to small cells provided that the trailer bill passes. If you don't adopt this ordinance and the trailer bill passes, then you would have no ability to regulate and you would be stuck with the state law. He further explained it gives you regularity authority, licensing authority, it also gives you the authority to charge a fee, and it gives you the ability to say that for health and safety reasons you don't want this facility outside a home. Right now they can put it anywhere. The governor has not signed the original small cell bill yet. AT & T, Verizon and Sprint are against the trailer bill because they don't want municipalities regulating them. They want to do what they want. Various examples were give about the size and possible locations that may be unpleasant to deal with.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to grant permission to The Salvation Army to conduct their Donut Days Campaign on June 1 & 2, 2018 in the Village of Stickney. Trustee Kapolnek amended the motion to make it contingent on providing the Hold Harmless and Liability Insurance.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee White to grant permission to the Stickney-Forest View Public Library to conduct their June 2, 2018 Block Party from 11:00 a.m. to 1:00 p.m. which will block off 43rd Street from Oak Park Avenue to the alley.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

Nays: None

Absent: Trustee Savopoulos

Mayor Walik declared the motion carried.

MAYOR'S REPORT: Mayor Walik stated that the decision to go with the dispatch consolidation is the right decision. They are the most professional dispatch center and organized compared to the other centers we looked at. North Riverside hasn't even started making their selections. We could be one of seven or nine. This way we may have our own dispatcher. Forest View may come with us. Lyons is going with Cook County. He reminded us that our garbage pickup starts tomorrow. Another mailing will be going out tomorrow. He displayed a map that tells you what day your garbage will be picked up. He summarized the other publications that have been mailed out on the subject. He assured the people that public works will be kept busy doing things that haven't been done in the past five years. They only had all day on Fridays and ½ day on Mondays. A list of items that need to be done were mentioned. He suggested that the people that attend the board meetings should tell other people

that public works has 22 things that need to be done per zone. That includes grass cutting at foreclosed homes and parks. They will not sit around playing cards. The water supervisor will also have more time to invest in his specific job. In addition, the Mayor advised us that one of our officers had a drug arrest. Arrests and patrols are up. An Honorable Mention Award was presented to Ashley McDonald. Police Chief Babich explained that the police were called when an individual was not responsive. Officer McDonald used Narcan spray in his nose to reverse the effects of an opioid overdose. The individual was revived. Had this not happened he could have passed away. The fire department then assisted. The Mayor read a letter from Senator Richard J. Durbin. The Senator wrote a letter to Bridget Bean, Acting Assistant Administrator for Grant Programs. The Senator is acknowledging his support for the Stickney Fire Department's application for Assistance to Firefighters Grant Program fund from the Department of Homeland Security. They are requesting \$180,262.00 to obtain new radios and equipment. The Mayor informed the audience that we belong to the West Central Municipal Conference. Richard F. Pellegrino, the Executive Director of the WCMC informed us that the WCMC remains vigilant monitoring the City of Chicago's Water Rate Increase of 1.54% effective June 1, 2018. The WCMC is the only Council of Government to actively monitor the Chicago Water Rate setting for the past six years; both regionally and at the State level.

TRUSTEE REPORTS:

Trustee Milenkovic mentioned that Earth Day is April 22, 2018. On April 21, we will have "Clean up the Parks and maybe at the schools." Beth is still working on the details. Trustee Milenkovic thanked Beth for all her hard work with the Tree Board. He reminded people that the Orthodox Easter is next Sunday. The Mayor suggested that people should take a look at the parks on Grove and on Oak Park. He mentioned that trees have been cut back by public works.

Trustee Hrejsa reported that on Friday, March 23, they held a Tween Easter Egg hunt at 7:00 p.m. The ages were 10 to 14. The Easter Bunny showed up. On March 24, on 10:00 a.m. we had the Easter egg hunt for ages 0 to 9 years of age. There was a huge turnout. Pictures were taken with the Easter Bunny. Easter baskets were raffled off at both events. Trustee Hrejsa thanked the Easter Bunny and all the volunteers who came out.

Trustee Torres gave a special thank you to Trustee Hrejsa for donating all the Easter baskets. She thanked the police chief for donating the money that was placed in the Easter eggs.

The clerk informed people that the Stickney Newsletter is in its gathering stage right now. She hoped to have it in the hands of the printer tomorrow. She wants to have a proof ready in one week. It has to be in the mail by May 1. The proof is seen by me, Beth, Trustee Milenkovic and the Mayor. We reposition articles if it has to be, fine tune errors if we see them. We have a lot of articles. It is a lot of hard work.

DEPARTMENT REPORTS:

Fire Chief Jeff Boyajian notified us that the state was out today doing their inspections on both of our ambulances. There were no problems. He mentioned that the power load systems that we received from a grant are working successfully. It takes a burden off of lifting a patient. Our ladder truck sprung a hydraulic leak last week when the crew was doing their weekly maintenance check on it. The mechanic came out that day and removed the cylinder to be rebuilt. We expect it back next week. In the meantime Cicero and Berwyn are covering us if we have a fire call.

Police Chief Babich informed us that we ordered our three new vehicles. He thanked the board for giving us that opportunity to build up our fleet. We will have vehicles with lesser miles on the average than the cars with 100,000 to 120,000 miles. It is a safety issue. Most departments get rid of them at 75,000 to 80,000 miles. It is important that we have safe vehicles out there and it is important that we have equipment in these vehicles that is up to par. He then spoke about our command vehicle, which is the Tahoe. It is set up to handle any type of situation with all of the equipment and supplies in it. He spoke of the importance of having four-wheel-drive cars especially in the winter. Lastly, three of our sergeants were sent to Rapid Response class training. We were told that it was a grueling two days of training. They spent an entire day of training doing practical training with an actual fire department. They practiced taking the wounded out to take them to safety to get treatment. This is proactive not reactive. If it was a school shooting, you have to go in to stop the shooter. But, you have to go in there to take out the wounded to the fire department outside. This training was more advanced because this team stays with the paramedics to treat injured right there. The faster you get them out, the better chance you have in saving lives. Time is of essence.

Public Works Supervisor Joe Lopez was excited that tomorrow we will not have to pick up garbage any longer. We are now more dedicated to the village and he is happy about that. He provided his opinion concerning the dispatch selection. One such visit was at a municipality where the man in charge stated that, "When you have a situation, you can become overwhelmed. He doesn't know who to trust there to take over. He had been there for a while. A lot of people there were not as experienced as he was." The chief felt that when he went to Cicero it was awesome. Their computer system can add in our water-line-system or hydrant system. This way if something happens Cicero would know about it and inform us about it. They are very professional and has many features.

There being no further business, Trustee White moved, duly seconded by Trustee Kapolnek that the meeting be adjourned. Upon which the Board adopted the motion at 8:00 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2018

Jeff Walik, Mayor

Village of Stickney
Warrant Number 17-18 - 023

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
17-Apr-18

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

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

01 CORPORATE FUND		129,663.80
02 MOTOR FUEL TAX FUND		-
03 BADGE		-
04 WATER FUND		189,630.30
05 POLICE PENSION FUND		3,500.00
06 911 ACCOUNT		7,760.60
07 1505 ACCOUNT		-
08 FAMILY DAY		-
09 POLICE REVENUE SHARING		-
11 CAPITAL PROJECTS FUND		-
12 BOND & INTREST FUND		-
	Subtotal:	<u>330,554.70</u>
General Fund Payroll	4/15/2018	197,259.00
Water Fund Payroll	4/15/2018	<u>15,406.55</u>
	Subtotal:	<u>212,665.55</u>

Total to be Approved by Village Council	<u><u>543,220.25</u></u>
---	--------------------------

Approvals:

Jeff Walik, Mayor

Audry McAdams, City Clerk

Paul Nosek, Treasurer

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
RICHARD BESSETTE 121-B	01-504-019	1,615.00	217559 217559	04/06/18
CHICAGO COMMUNICATIONS LLC 298178	01-505-008	290.25	217560 217560	04/06/18
CHICAGO OFFICE PRODUCTS CO. 934378-0	01-505-005	305.65	217561 217561	04/06/18
POSTMASTER WATER BILLING0318	01-502-012	257.88	217562 217562	04/06/18
Integrated Service Solutions IO22618-1	01-507-001	357.30	217563 217563	04/06/18
RICHARD BESSETTE 124	01-504-019	1,600.00	217566 217566	04/12/18
COMCAST 8771201660017819-031	01-502-015	235.70	217567 217567	04/12/18
ILLINOIS STATE POLICE 122217	01-505-010	27.00	217568 217568	04/12/18
AFTERMATH, INC. JC2018-9764	01-504-012	105.00	217569 217569	04/12/18
AFTERMATH, INC. JC2018-9904	01-504-012	105.00	217569 217569	04/12/18
CASSIDY TIRE & SERVICE 716002731	01-504-009	20.00	217570 217570	04/12/18
VERIZON WIRELESS 9804482001	01-504-010	1,264.43	217571 217571	04/12/18
LANGUAGE LINE SERVICES 4279097	01-504-010	12.58	217572 217572	04/12/18
WIDAMAN SIGN 20162221	01-505-007	385.00	217573 217573	04/12/18
WIDAMAN SIGN 20162271	01-504-009	365.00	217573 217573	04/12/18
WIDAMAN SIGN 20162171	01-504-009	685.00	217573 217573	04/12/18
GOOGLE INC.			217574	04/12/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
3441441079	01-502-015	454.16	217574	
CURRENT TECHNOLOGIES CORPORATION			217575	04/12/18
719617	01-504-010	620.00	217575	
CAPERS NORTH AMERICA LLC			217576	04/12/18
0429	01-504-019	8,000.00	217576	
IL.F.O.P.L.C.			217577	04/12/18
0318	01-230-008	817.00	217577	
CREDIT UNION ONE			217578	04/12/18
0317	01-230-006	100.00	217578	
CREDIT UNION ONE			217578	04/12/18
0418	01-230-006	100.00	217578	
SECURITY BENEFIT			217579	04/12/18
0318-457	01-230-010	3,520.00	217579	
SECURITY BENEFIT			217579	04/12/18
0418	01-230-010	3,520.00	217579	
NORTHERN ILLINOIS POLICE			217580	04/12/18
12118	01-504-012	400.00	217580	
NORTH EAST MULTI-REGIONAL			217581	04/12/18
23830	01-504-014	1,425.00	217581	
KEVIN MCGUIRE			217582	04/12/18
031418	01-504-012	212.80	217582	
CDW GOVERNMENT			217583	04/12/18
MCG0854	01-504-011	168.99	217583	
Axon Enterprise, Inc.			217584	04/12/18
SI-1528572	01-504-012	91.66	217584	
Clear Ballistics			217585	04/12/18
3606	01-504-014	314.95	217585	
Deece Automotive			217586	04/12/18
29015	01-504-009	30.00	217586	
Deece Automotive			217586	04/12/18
29016	01-504-009	30.00	217586	
MPC Communications & Lighting, Inc.			217587	04/12/18
18-1098	01-504-009	205.50	217587	

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
Northwestern Univerisity 25723	01-504-014	168.00	217588 217588	04/12/18
A & M PARTS, INC. 670465	01-505-007	265.70	217592 217592	04/12/18
A & M PARTS, INC. 670469	01-505-007	50.72	217592 217592	04/12/18
LEMBKE & SONS 67658	01-507-005	22.56	217593 217593	04/12/18
ROBERT SANTELLI 100	01-505-010	160.00	217594 217594	04/12/18
SCBAS INC. 103402	01-505-017	726.00	217595 217595	04/12/18
OGDEN TOP & TRIM SHOP, INC. 166533	01-505-012	95.00	217596 217596	04/12/18
AIR ONE EQUIPMENT, INC. 131419	01-505-012	342.96	217597 217597	04/12/18
ANDERSON PEST SOLUTIONS 4702103	01-507-005	66.95	217598 217598	04/12/18
OREILLY AUTOMOTIVE STORES, INC. 3405-342174	01-509-002	13.38	217599 217599	04/12/18
CASE LOTS 009181	01-505-009	706.85	217600 217600	04/12/18
STICKNEY FIREFIGHTERS ASSOCIATION 0318	01-230-013	540.00	217601 217601	04/12/18
EMERGENCY MEDICAL PRODUCTS, INC, 1978739	01-505-009	57.83	217602 217602	04/12/18
IFCA FP-180133	01-505-010	295.85	217603 217603	04/12/18
SCOT DECAL CO.INC. 26154	01-502-010	3,579.85	217609 217609	04/13/18
UNIFIRST CORPORATION 1111545	01-507-005	125.00	217610 217610	04/13/18
COSTCO WHOLESALE			217611	04/13/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
0318	01-504-012	458.74	217611	
CALL ONE			217612	04/13/18
1133891-0318	01-507-003	7,941.55	217612	
WEST CENTRAL MUNICIPAL CONFERENCE			217613	04/13/18
0008860-IN	01-502-022	2,266.74	217613	
CPURX, INC.			217614	04/13/18
NC-VOS-Q12018	01-502-015	1,987.50	217614	
CASE LOTS			217615	04/13/18
001167	01-507-006	368.45	217615	
CENTRAL MANAGMENT SERVICES			217616	04/13/18
0418	01-502-014	61,091.00	217616	
OPERATING ENGINEERS LOCAL NO. 399			217617	04/13/18
0418	01-230-008	413.50	217617	
CREDIT UNION ONE			217618	04/13/18
0318	01-230-006	100.00	217618	
SECURITY BENEFIT			217619	04/13/18
0318	01-230-010	3,520.00	217619	
SAMS CLUB			217620	04/13/18
0318	01-507-006	417.98	217620	
Alfred G. Ronan, Ltd.			217621	04/13/18
0418	01-503-006	3,000.00	217621	
Corneliu Covaliu			217622	04/13/18
03-18	01-502-019	440.00	217622	
Innov8tek			217623	04/13/18
1947	01-502-015	380.00	217623	
Neopost			217624	04/13/18
7900044080424777-031	01-502-009	500.00	217624	
CINTAS #769			217626	04/13/18
769395136	01-507-005	94.32	217626	
CINTAS #769			217626	04/13/18
769399072	01-507-005	94.32	217626	
BERWYN ACE HARDWARE			217627	04/13/18
29112	01-507-006	15.97	217627	

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
BERWYN ACE HARDWARE 29217	01-507-006	25.97	217627 217627	04/13/18
BERWYN ACE HARDWARE 29271	01-507-006	89.99	217627 217627	04/13/18
BERWYN ACE HARDWARE 29300	01-507-006	22.32	217627 217627	04/13/18
BELL FUELS, INC. 268219	01-505-006	1,703.66	217628 217628	04/13/18
BELL FUELS, INC. 26875	01-505-006	692.12	217628 217628	04/13/18
BELL FUELS, INC. 268671	01-505-006	447.18	217628 217628	04/13/18
BELL FUELS, INC. 268670	01-505-006	1,178.08	217628 217628	04/13/18
BELL FUELS, INC. 267874	01-505-006	1,493.19	217628 217628	04/13/18
BELL FUELS, INC. 268220	01-505-006	500.30	217628 217628	04/13/18
MENARDS - HODGKINS 95637	01-506-013	63.91	217629 217629	04/13/18
MENARDS - HODGKINS 96469	01-506-013	159.88	217629 217629	04/13/18
MENARDS - HODGKINS 96838	01-506-013	307.29	217629 217629	04/13/18
ANDERSON PEST SOLUTIONS 4701779	01-507-005	50.00	217630 217630	04/13/18
OREILLY AUTOMOTIVE STORES, INC. 3405-341745	01-506-014	17.64	217631 217631	04/13/18
CINTAS CORPORATION #21 021487650	01-509-006	117.16	217632 217632	04/13/18
CINTAS CORPORATION #21 021506235	01-509-006	117.16	217632 217632	04/13/18
CINTAS CORPORATION #21			217632	04/13/18

Village of Stickney
AP Cash Distribution
CORPORATE FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
021509302	01-509-006	117.16	217632	
GRAINGER			217633	04/13/18
9730919959	01-506-013	75.82	217633	
GRAINGER			217633	04/13/18
9730919942	01-506-014	40.94	217633	
SHELL			217634	04/13/18
79019063802	01-505-009	13.20	217634	
Diamond Graphics			217635	04/13/18
0102828692	01-517-005	1,613.00	217635	
COMED			217636	04/13/18
0773038136-0318	01-506-015	314.78	217636	
COMED			217636	04/13/18
5082361005-0318	01-506-015	153.66	217636	
L-K FIRE EXTINGUISHER SERVICE			217637	04/13/18
70111	01-505-012	467.00	217637	
COMCAST			217638	04/13/18
8771201240581235-031	01-502-015	154.85	217638	
WASTE MANAGEMENT			217639	04/13/18
3556460-2354-7	01-517-004	249.61	217639	
WASTE MANAGEMENT			217639	04/13/18
3556462-2354-3	01-517-004	235.88	217639	
WASTE MANAGEMENT			217639	04/13/18
3556463-2354-1	01-517-004	132.95	217639	
WASTE MANAGEMENT			217639	04/13/18
3556464-2354-9	01-517-004	249.61	217639	
WASTE MANAGEMENT			217639	04/13/18
3556465-2354-6	01-517-004	249.61	217639	
American Carnival Mart			217640	04/13/18
218824	01-517-005	440.00	217640	
PETTY CASH			217642	04/13/18
0318	01-504-012	181.08	217642	
0318	01-502-009	41.23	217642	
Totals		129,663.80		

Village of Stickney
AP Cash Distribution
WATER FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
A&F SEWER COMPANY			217564	04/06/18
6771	04-513-005	2,550.00	217564	
METROPOLITAN WATER RECLAMATION			217565	04/06/18
L00001961017	04-513-025	100.00	217565	
HARLEM PLUMBING SUPPLY			217604	04/12/18
2897	04-513-004	137.49	217604	
FERGUSON WATERWORKS #1934			217605	04/12/18
0117333	04-513-003	5,448.00	217605	
CITY OF CHICAGO			217606	04/12/18
435118-0418	04-513-001	39,349.20	217606	
CITY OF CHICAGO			217606	04/12/18
435119-0418	04-513-001	136,575.12	217606	
A&F SEWER COMPANY			217607	04/12/18
6772	04-513-005	2,625.00	217607	
Comed			217608	04/12/18
0304130005-0318	04-513-002	2,636.88	217608	
KONICA MINOLTA BUSINESS SOLUTIONS			217625	04/13/18
904433679	04-513-013	106.21	217625	
KONICA MINOLTA BUSINESS SOLUTIONS			217625	04/13/18
904436355	04-513-013	26.40	217625	
ETP LABS INC.			217641	04/13/18
18-133075	04-513-029	76.00	217641	
Totals		189,630.30		

Village of Stickney
AP Cash Distribution
POLICE PENSION FUND
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====	Check# =====	Check Date =====
TIMOTHY W. SHARPE, ACTUARY		217589	04/12/18
0517	05-500-002	3,500.00 217589	
Totals		3,500.00	

Village of Stickney
AP Cash Distribution
911 ACCOUNT
Checks Issued 4/4/2018 To 4/17/2018

Vendor Invoice No. =====	GL Distribution =====		Check# =====	Check Date =====
MOTOROLA SOLUTIONS, INC.			217590	04/12/18
13209263	06-501-000	2,290.60	217590	
CAPERS NORTH AMERICA LLC			217591	04/12/18
0429-B	06-501-000	5,470.00	217591	
Totals		7,760.60		

ORDINANCE NO. 2018-15

AN ORDINANCE AMENDING CHAPTER 86, SECTION 86-151 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING BACKFLOW PREVENTION DEVICES

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 individuals residing in, working in and visiting the Village; and

WHEREAS, the Corporate Authorities previously adopted the Illinois Plumbing Code (the "Plumbing Code") to regulate plumbing within the Village; and

WHEREAS, the Municipal Code, Village of Stickney, Illinois (the "Village Code") currently sets forth certain regulations for the installation and maintenance of backflow prevention devices (the "Existing Regulations"); and

WHEREAS, the Corporate Authorities recognize the need to update and clarify the Existing Regulations to reflect compliance with the state Plumbing Code, particularly in relation to the annual inspection requirement for such devices; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Chapter 86, Section 86-151 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 amend Chapter 86, Section 86-151 of the Village Code to update and clarify the Village's Existing Regulations, and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 86, SECTION 86-151 OF THE MUNICIPAL CODE, VILLAGE
OF STICKNEY, ILLINOIS

SECTION 3.0 AMENDMENT OF CHAPTER 86, SECTION 86-151.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 86, Section 86-151 as follows:

Sec. 86-151. - Compliance with state plumbing code required; annual inspections.

- (a) All plumbing installed within the village shall be installed in accordance with the Illinois Plumbing Code, 77 Ill. Adm. Code 890. If, in accordance with section 890.1130(c) of the Illinois Plumbing Code, an approved backflow prevention device is necessary for the safety of the public water supply system, the water operator will give notice to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with section 890.1130(f) of the Illinois Plumbing Code, state environmental protection agency and all applicable local regulations, and shall have inspections and tests made of such approved devices upon installation and as required by section 890.1130(b) of the Illinois Plumbing Code, state environmental protection agency and local regulations.

- (b) Backflow prevention devices must be inspected by a licensed and certified plumber on an annual basis in accordance with Section 890.1130(b) of the Illinois Plumbing Code. Annual inspection reports shall be filed with the village or its designee. A reasonable fee may be assessed by the village or its designee for the filing and processing of the annual inspection reports.

(1) Penalties.

(i) Failure to file an annual inspection report within sixty (60) days of the mailing of notice from the village shall result in a minimum fine of \$100.00.

(ii) Failure to file an annual inspection report within ninety (90) days of the mailing of notice from the village shall result in an additional minimum fine of \$200.00.

(iii) Failure to file an annual inspection report within one-hundred and twenty (120) days of the mailing of notice from the village shall result in an additional minimum fine of \$300.00.

(iv) If no annual inspection report is filed within one-hundred and twenty (120) days of the mailing of notice from the village, the water account may be discontinued in accordance with Section 86-153.

(v) Water customers and/or property owners shall be jointly and severally liable for any and all fines assessed for the failure to obtain an annual backflow prevention device inspection.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force ten (10) days after its passage, approval and publication in accordance with Illinois law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2018.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2018-20

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND THE VILLAGE OF MCCOOK
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, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

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

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

WHEREAS, the Village and the Village of McCook ("McCook") are public agencies under the laws of the State of Illinois; and

WHEREAS, the Village Police Department (the "Department") operates a lockup facility for arrestees (the "Facility"); and

WHEREAS, McCook desires to utilize the Facility for individuals arrested by McCook's police department; and

WHEREAS, the Village and McCook (together, the "Parties") desire to enter into and approve an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby McCook will be permitted to utilize the Facility under those terms and conditions set forth in the Agreement; and

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

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

NOW, THEREFORE, BE IT 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 designee to enter into the Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms 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 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 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 _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2018.

Audrey McAdams, Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
MCCOOK AND THE VILLAGE OF STICKNEY FOR PRISONER
DETENTION SERVICES**

THIS AGREEMENT made this _____ day of April, 2018, by and between the Village of McCook ("McCook") and the Village of Stickney ("Stickney").

WITNESSETH

WHEREAS, McCook and Stickney ("Parties") are home rule municipalities duly authorized and existing under the Constitution and laws of the State of Illinois;

WHEREAS, McCook and Stickney each operate law enforcement agencies in the Fifth Municipal District of Cook County;

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes municipalities to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law; and,

WHEREAS, McCook and Stickney deem it necessary and desirable to enter into an intergovernmental agreement whereby McCook would allowed to perform booking and processing of persons arrested by it, and Stickney would temporarily house persons arrested by McCook, at Stickney's municipal jail and lockup facility.

NOW THEREFORE, in consideration of the mutual promises that the Parties have made to each other, and other good and valuable consideration, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as though fully set forth herein.

2. **Term.** This Agreement shall be for a term of one (1) year commencing on May 1, 2018 and terminating on April 30, 2019. This Agreement shall automatically renew for five (5) consecutive one (1) year terms following the initial term, unless otherwise terminated in accordance with the terms hereof.

3. **Obligations and Responsibilities.** The Parties shall have the following obligations and responsibilities:

(a) Stickney shall provide McCook with access to equipment, supplies, and space for criminal booking, processing, and investigations including, but not limited to, fingerprinting, photographing, criminal history check, the completion of medical screenings, suicide/mental health screenings, usage of interview rooms, and storage space

for records related thereto, at the Stickney Police Department municipal jail and lockup facility (the "Facility") located at 6533 West Pershing Road, Stickney, Illinois 60402.

(b) Stickney shall accept and provide prisoner detention services, including supplying necessary personnel, at the Facility on a 24-hour basis for persons arrested by McCook who are awaiting a hearing before a court of competent jurisdiction, are unable to post a bond as may be required by law, or are awaiting transfer to another jurisdiction. Stickney shall be responsible for providing meals and responding to or meeting any other needs of McCook arrestees held/detained at the Facility. Stickney shall conduct regular prisoner checks of McCook arrestees, and shall otherwise comply with the Municipal Jail and Lockup Standards promulgated by the Illinois Department of Corrections.

(c) McCook shall retain possession of, and be responsible for, all personal belongings of McCook arrestees.

(d) McCook shall be responsible for transporting McCook arrestees to appear before a court of competent jurisdiction, and if an arrestee is in custody on account of a warrant from another jurisdiction, McCook shall be responsible for all communication with and transportation to such foreign jurisdiction.

(e) Stickney shall be responsible for transporting all McCook arrestees in need of medical attention. Stickney shall be solely responsible for supervising any prisoner transportation to and from a hospital or other medical facility, and shall be solely responsible for monitoring the prisoner while at the hospital or other medical facility until such time as McCook personnel can be provided, and are present, for such purposes. McCook shall be responsible for returning the McCook arrestee to Stickney, as needed, upon be cleared from the hospital or other medical facility.

(f) Stickney is authorized to release any McCook arrestee if directed to do so by McCook. Except as may be otherwise agreed to by each Chief of Police, Stickney shall not be responsible for holding any McCook arrestee for more than forty-eight (48) hours after arrest.

4. **Compensation.** McCook shall pay Stickney the sum of \$4,000 per annum, paid in quarterly installments, for the initial term of this Agreement. All payments are due on or before the 5th day of the first month of each quarterly period.

5. **Indemnification.** McCook agrees, to the fullest extent provided by law, to defend, indemnify, and hold harmless Stickney to and from any and all claims, causes of action, or damages of every kind, nature, or description, including attorney's fees, arising from or relating to any condition, injury, or illness sustained by a McCook arrestee prior to being accepted at the Facility and not otherwise caused, contributed to, or exacerbated by Stickney or its officials, employees, or agents. Stickney agrees, to the fullest extent provided by law, to

defend, indemnify, and hold harmless McCook to and from any and all claims, causes of action, or damages of every kind, nature, or description, including attorney's fees, arising from or relating to any condition, injury, or illness sustained by a McCook arrestee after acceptance at the Facility and while in the custody of Stickney.

6. **Insurance.** McCook and Stickney shall each maintain general liability and law enforcement activities insurance covering their activities hereunder, with coverage limits for both lines of coverage of at least \$2,000,000.00 per occurrence, \$4,000,000.00 in the aggregate, and not less than \$2,000,000 Umbrella coverage. Coverage will be placed with insurance carriers with an A.M. Best Rating of not less than A- and financial rating of not less than VII. Any insurance policy required by this Agreement shall include a contractual liability endorsement for the Parties' obligations under Paragraph 5, and each shall name the other as an additional insured. The aforesaid policies shall also include a subrogation and waiver provision, which will be applicable to the other party. Any insurance policy maintained by McCook or Stickney shall be non-contributory with respect to such claims.

7. **Consequential Damages.** In no event shall McCook or Stickney be liable to the other for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever under this Agreement or breach of this Agreement.

8. **Termination.** After the initial term, this Agreement may be terminated with or without cause by either party upon 90 days written notice of the effective date of said termination from the terminating party.

9. **Notices.** All notices or communications provided for herein shall be in writing and shall be delivered to the other party either in person, by a reputable overnight carrier or by United States certified mail return receipt requested. Notice shall be served as follows:

Village of McCook
Attn: Mayor
5000 Glencoe Avenue
McCook, IL 60525

Village of Stickney
Attn: Mayor
6533 Pershing Road
Stickney, IL 60402

10. **Authority.** The McCook and Stickney represent to one another that they are each authorized to and have the power to enter into, and by proper action have duly authorized the execution, delivery and performance of the Agreement.

11. **Illinois Law.** This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

12. **Binding Effect.** The Parties intend that the terms and conditions of this Agreement shall be binding upon and inure to the benefit of their respective grantees, nominees, successors in interest, assignees, heirs, executors, or lessees.

13. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

14. **Written Modification.** Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished, or impaired other than by an instrument in writing duly authorized and executed by McCook and Stickney.

15. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior or contemporaneous negotiations, commitments, agreements, and writings, and all such other negotiations, commitments, agreements, and writings shall have no further force or effect, and the parties thereto shall have no further rights or obligations thereunder. The Parties each represent, warrant, covenant, and agree that no representation, warranty, covenant, or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Paragraph 14 hereof.

16. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

17. **Non-Waiver.** Neither McCook nor Stickney shall be under any obligation to exercise any of the rights granted to them in this Agreement. The failure of McCook or Stickney to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect such municipality's right to enforce that right or any other right.

18. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby; but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

19. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every

provision of this Agreement shall be construed as though all of the parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

20. **Third-Party Beneficiaries.** Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against McCook or Stickney.

21. **Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, employee, or agent of McCook or Stickney, in his or her individual capacity, and no official, employee, or agent of McCook or Stickney shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of, in connection with, or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

IN WITNESS WHEREOF, the Parties listed below have set their hands the day and year above written.

VILLAGE OF MCCOOK

VILLAGE OF STICKNEY

Jeffrey Tobolski, Mayor

Jeff Walik, Mayor

ATTEST:

ATTEST:

Charles Sobus, Village Clerk

Audrey McAdams, Village Clerk