

# VILLAGE OF STICKNEY

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



Kathleen Fuentes  
Mitchell Milenkovic

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

Tuesday, September 20, 2016

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. Authorize Payment of Prosecutor's Bills
7. Accept the report from the Illinois Department of Revenue
8. Accept the report from the Illinois Department of Transportation
9. Award Bid for Emergency Generator Replacement to Lyons Pinner Electric Companies in the amount of \$68,100.00
10. Award Bid for 2016 MFT Street Resurfacing MFT Section 16-00058-00-RS to Crowley-Sheppard Asphalt in the Amount of \$137,341.73
11. Pass and Approve Ordinance 2016-22, "An Ordinance Authorizing and Approving an Intergovernmental Agreement with Lyons School District 103 for the Village of Stickney and the Sidewalk Program
12. Grant Permission to the Girl Scouts of Greater Chicago and Northwest Indiana to conduct their annual Fall Product Program from October 1-23, 2016 and also their Cookie Program (door to door) from January 1-22, 2017
13. Report from the Mayor
14. Report from Clerk
15. Trustee Reports/Committee Reports
16. Reports from Department Heads
17. Public Comment
18. Motion to Adjourn to Closed Session
  - a. Discussion Regarding YBanc, Inc. v. Village of Stickney; Filed and Pending Litigation (Consideration Of This Matter Held In Closed Meeting/Executive Session Pursuant To 5 ILCS 120/2 (c)(11)).
  - b. Discussion Regarding The Appointment, Employment, Compensation, Discipline, Performance Or Dismissal Of Specific Employees of the Public Body, Including Hearing Testimony On A Complaint Lodged Against An Employee Of the Public Body to Determine Its Validity (Consideration Of This Matter Held In Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2 (C)(1)(2014)
19. Motion to Return to Open Session
20. Adjournment

Posted September 15, 2016

**September 6, 2016**

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

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, September 6, 2016 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, Lazansky, Milenkovic, Savopoulos and White**

**Trustee White moved, duly seconded by Trustee Lazansky, to approve the minutes of the previous regular meeting held on August 16, 2016 as submitted by the clerk.**

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

**Trustee Milenkovic moved, duly seconded by Trustee Lazansky, to pass and approve Ordinance 2016-21, "An Ordinance Amending Chapter 50, Section 50-38 of the Municipal Code, Village of Stickney, Illinois Regarding Cannabis.**

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

**Trustee Savopoulos moved, duly seconded by Trustee Fuentes to approve Resolution 12-2016, "A Resolution Regarding the Release of Executive Session Minutes."**

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

Trustee Milenkovic moved, duly seconded by Trustee White to grant permission to the Knights of Columbus to conduct their "ID TOOTSIE ROLL DRIVE" on September 16, 17 & 18, 2016.

Upon the roll call, the following Trustees voted:

Ayes, Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to approve the October 9, 2016 Annual Berwyn-Cicero-Stickney CROP Hunger Walk.

Upon the roll call, the following Trustees voted:

Ayes, Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

The Mayor read a letter of resignation from Sheri Young from the Parks and Recreation Commission. The Mayor then appointed Judy Gavarrete as the replacement.

Trustee Lazansky moved, duly seconded by Trustee Fuentes to concur with the appointment of Judy Gavarrete to the Parks and Recreation Commission.

Upon the roll call, the following Trustees voted:

Ayes, Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

The Mayor asked for discussion and possible action regarding settlement offer regarding Village of Stickney v. Madness Inc. et al

Village Attorney Mike Del Galdo explained, "The representative from Madness Inc., Chester Hiller, is in the audience. I spoke with him prior to the board meeting. I am speaking for the record, that Madness Inc. revised settlement is \$25,000.00 payable without a payment plan. The village would release its lien in consideration or at the time of the closing. And, we would receive payment and then we would provide the release of lien." The mayor asked for comments from the trustees. Trustee White remarked, "It is certainly better than \$10,000." Trustee Lazansky agreed. Trustee White asked Village Attorney Mike Del Galdo, "When the time does come, how much do you think we would recoup from that almost \$70,000?" Village Attorney Mike Del Galdo replied, "I could tell you from part of the discussion with Mr. Hiller, if he is unable to resolve it, he will most likely file bankruptcy. We would have no avenue of recovery through him." The mayor said, "For anything." Trustee White said, "It would have to be from the next person that owns the property or tries to buy the property." Village Attorney Mike Del Galdo responded, "Yes, depending on how they acquired it. Somebody who is going to buy it is going to need zoning relief, permits or they are going to need something." Trustee White said, "My personal opinion, I don't know what everybody else's is, is to take the \$25,000." Trustee Lazansky agreed. Trustee

Savopoulos asked, "What are you going to do with this property?" Village Attorney Mike Del Galdo explained, "The taxes have already been sold. We have a judgement against him personally. This is to release the judgement against him so that he can go on and do whatever he wants to do with his life. The real estate has already been sold for taxes." Trustee Savopoulos asked, "Then somebody else owns the taxes? Is it on all the properties or just the one?" Village Attorney Mike Del Galdo said, "On two of the parcels the redemption period is long gone. On one of the parcels you are still within the redemption period. We need to have a motion to authorize the \$25,000."

Trustee Lazansky moved, duly seconded by Trustee White to accept the \$25,000.

Upon the roll call, the following Trustees voted:

Ayes, Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

**PRESIDENT REPORT:** She hoped that the weather would be nice on Saturday because they have so much going into the Fall Fest.

**CLERKS' REPORT:** The clerk provided information about an event taking place at the Brookfield Zoo honoring the 50<sup>th</sup> Anniversary Vietnam War Commemoration on September 29. Cook County Clerk David Orr provided applications for mail-in voting for the November election. An update was given about the bid opening meetings. Tuesday, September 13, bids will be accepted for the emergency generator for the Village Hall. On Wednesday, September 14, bids will be accepted for the resurfacing of East Avenue, 43<sup>rd</sup> Street to 41<sup>st</sup> Street.

**TRUSTEES' REPORTS:** Trustee Fuentes gave the fire department report for the month of August, 2016 as follows: Ambulance calls: 57; Mutual Aid Calls: 4; Service Calls: 5; Fire Calls: 17; Hazardous Condition Calls: 3; Motor Vehicle Accidents: 6; Working Fires: 0; Brush/Trash Fire Calls: 0; Car Fires: 0; Outside Equipment Fires: 0; Total calls for the month of: August 92; Total calls for 2016: 745.

In addition, Trustee Fuentes announced that the Back to School clean up on August 20, was rescheduled to August 21, due to rain. Regardless of the turnout, we had a group roll up their sleeves. Jody Nolte of Parks and Recs donated another bike. She gave a thank you to the Parks and Rec Commission for filling in with the cooking at the final Music in the Park. The next Parks and Rec meeting is this Friday at the pavilion to prepare for the Fall Fest which will take place on September 10. A community shred event will take place on September 18, at the pavilion located on 41<sup>st</sup> and Ridgeland. She also made mention of a rumor suggesting that business have been told not to donate for the Fall Fest.

Trustee Lazansky said, "A couple of meetings ago he was asked by the mayor and the board to monitor to go to Sokol to make sure they got out in a timely manner. I went there with Public Works Supervisor Jeff Boyajian. It didn't start out too well. It worked out well. He did a follow up before the August 31, deadline. Everything was removed as we have written down. Correct? Everything went well and the Sokol is out of the rec center."



Trustee Lazansky gave the Police Department Total Monthly Activity Report for the month of August, 2016: Total number of calls for service; 1,606; Total number of E911 calls received; 502; Arrest by type: Traffic: 103; Village Ordinance Offences: 34; Warrants and Complaints: 20; Parking violations: 247; Total number of arrests/citations issued: 404; Total number of squad miles: 10,993; Total amount of gasoline used: 1,361.9 Average gas mileage/squad: 8.072.

Trustee Milenkovic reminded us that this Sunday, September 11, is Patriot Day. Flags should be hung at half-staff on all government buildings and encouraged to be flown at private homes. There will be a moment of silence at 8:46 a.m. September 21, is Illinois Township Government Day and will be celebrated at the North Clinic. At the Cermak Pool in Lyons they will be allowing dogs to swim through this Saturday.

Trustee Savopoulos informed us that he was contacted by Home School Principal Kim Ontiveros. She was requesting 34 sidewalk squares and the resurfacing of the drive way. He inspected the area with Public Works Supervisor Jeff Boyajian. The School District 103 requires an Intergovernmental Agreement between the Village of Stickney and School District 103. Trustee Savopoulos provided the form to our attorney. He is asking that the clerk place it on the next agenda.

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

Upon the roll call, the following Trustees voted:

Ayes, Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

DEPARTMENT REPORTS: Police Chief Sladetz told us that the restaurant on Pershing and East Avenue was burglarized. They went through the front door and grabbed the cash register plus receipts. There will be a letter going out to all our businesses on Pershing Road. The same thing has been happening to Berwyn and Lyons.

Public Works Supervisor Jeff Boyajian informed us that Public Work's pickups are a day behind due to Labor Day. Street sweeping will not take place due to the short week and the Fall Fest.

Fire Chief Larry Meyer provided us with information about a trenching exercise the department will be conducting on September 15 and 16 in south end of the cemetery. An explanation of the exercise was given. In addition we learned that the ladder truck broke and now needs a support for the radiator. This September 11 is 15 years since "9/11". He asked that we reflect on this terrorist act.

Trustee White moved, duly seconded by Trustee Savopoulos to adjourn into executive session at 7:20 p.m.

Convening into executive session for the following:

- a. Discussion Regarding Miller v. the Village of Stickney: Filed and Pending Litigation (Consideration Of This Matter Held In Closed Meeting/Executive Session Pursuant to 5 ILCS 120/2 (C)(11)(2014)

Upon the roll call, the following Trustees voted:

Ayes: Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Hrejsa to reconvene into the Regular Session at 8:00 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

President Morelli declared the motion carried.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 8:01 p.m.

Respectfully submitted,

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Audrey McAdams, Village Clerk

Approved by me this                      day of                      2016

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Deborah E. Morelli, Village Mayor



**Village of  
Stickney  
Email**

Kasnicka, Kurt <kkasnicka@villageofstickney.com>

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## Overdue Invoices

1 message

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**Xydakis, John** <jxydak@villageofstickney.com>

Fri, Aug 19, 2016 at 9:45 AM

To: Kurt Kasnicka <kkasnicka@villageofstickney.com>, Kurt Kasnicka <treasurer@villageofstickney.com>

Dear Kurt,

The Village has not timely paid its invoices to this firm for the legal services provided to the Village. Please have the Village pay the overdue invoices immediately.

We will not be providing any further adjudication or other legal services to the Village until the outstanding invoices have been fully paid. Please inform all necessary Village personnel of this.

If timely payment is not made, we shall have to consider other collection efforts.

\*\*\*\*\* CONFIDENTIALITY NOTICE \*\*\*\*\*

This e-mail transmission contains information from the Village of Stickney, which is confidential or privileged. The information is intended to be for the use of the addressed individual or entity. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this e-mail transmission in error, please notify us by replying to this e-mail immediately.

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### 4 attachments



**July 2016 Billing for Prosecution Stickney sent August 2, 2016.pdf**

40K



**June 2016 Billing overdue.pdf**

10K



**May 2016 Billing Overdue.pdf**

7K



**Stickney Overdue Invoice sent April 2016.pdf**

20K

**VILLAGE OF STICKNEY**  
**September 20, 2016**

**LAW OFFICE OF JOHN S. XYDAKIS**

MAY, 2013	LEGAL	9,660.00
	PROSECUTOR	900.00
	ADJUDICATOR	900.00
		<u>11,460.00</u>

PAID 6/18/2013 CHECK #206801 - CHECK NOT RELEASED

MAY, 2016	PROSECUTOR	<u>1,800.00</u>
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PAID 6/21/2016 CHECK #213466 - CHECK NOT RELEASED

JUNE, 2016	PROSECUTOR	<u>1,800.00</u>
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PAID 7/19/2016 CHECK #213609 - CHECK NOT RELEASED

JULY, 2016	PROSECUTOR	<u>900.00</u>
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**DEL GALDO LAW GROUP, LLC**

MAY, 2016	PROSECUTOR	1,800.00
	NOT PRESENT AT 9:00 A.M CALL ON 5/9/2016	(450.00)
		<u>1,350.00</u>

JUNE, 2016	PROSECUTOR	<u>1,800.00</u>
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JULY, 2016	PROSECUTOR	<u>900.00</u>
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LAW OFFICE OF JOHN S. XYDAKIS  
SUITE 402  
30 N. MICHIGAN AVE.  
CHICAGO, IL 60602  
(312) 488-3497

Village of Stickney  
Attn: Village Treasurer  
6533 West Pershing Road  
Stickney, Illinois 60402

**MAY 2013 BILLING INVOICE (OVERDUE)**

	Hours/Days	Rate	
Legal Work	48.30	\$200	\$9,660
Prosecution	1	\$900	\$900
Adjudication	1	\$900	\$900
<b>Total</b>			<b>\$11,460</b>

Starting Date: 5/8/2013  
Ending Date: 5/31/2013

Client:  
Village of Stickney  
6533 West Pershing Road  
Stickney, Illinois 60402

Please pay this Overdue Invoice and make checks payable to:

Law Office of John S. Xydakis  
Suite 402  
30 N. Michigan Ave.  
Chicago, IL 60602

LAW OFFICE OF JOHN S. XYDAKIS  
SUITE 402  
30 N. MICHIGAN AVE.  
CHICAGO, IL 60602  
PHONE: (312) 488- 3497

## BILLING INVOICE

May 2016

5/9/16	Fixed	\$900	Bridgeview Prosecution
5/24/16	Fixed	<u>\$900</u>	Bridgeview Prosecution
	Total	<b>\$1,800</b>	

**Client:**

Village of Stickney  
6533 West Pershing Road  
Stickney, Illinois 60402

Please make Checks payable to:

Law Office of John S. Xydakis  
Suite 402  
30 N. Michigan Ave.  
Chicago, IL 60602



LAW OFFICE OF JOHN S. XYDAKIS  
SUITE 402  
30 N. MICHIGAN AVE.  
CHICAGO, IL 60602  
PHONE: (312) 488- 3497

## BILLING INVOICE

*June*  
~~May~~ 2016

6/15/16	Fixed	\$900	Bridgeview Prosecution
6/30/16	Fixed	<u>\$900</u>	Bridgeview Prosecution
	<b>Total</b>	<b>\$1,800</b>	

**Client:**  
Village of Stickney  
6533 West Pershing Road  
Stickney, Illinois 60402

Please make Checks payable to:

Law Office of John S. Xydakis  
Suite 402  
30 N. Michigan Ave.  
Chicago, IL 60602

LAW OFFICE OF JOHN S. XYDAKIS  
SUITE 402  
30 N. MICHIGAN AVE.  
CHICAGO, IL 60602  
PHONE: (312) 488- 3497

## BILLING INVOICE

July 2016

7/22/16	Fixed	\$900	Bridgeview Prosecution
	<b>Total</b>	<b>\$900</b>	

**Client:**  
Village of Stickney  
6533 West Pershing Road  
Stickney, Illinois 60402

Please make Checks payable to:

Law Office of John S. Xydakis  
Suite 402  
30 N. Michigan Ave.  
Chicago, IL 60602

# Del Galdo Law Group, LLC

Attorneys & Counselors

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1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001

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June 23, 2016

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402

**Re: Statement for Professional Services**  
**Village of Stickney**  
**May 1, 2016 - May 31, 2016**  
**Tax I.D. 26-0205380**  
**Invoice # 17981 REVISED**

Dear Mayor Morelli:

In accordance with our Letter of Agreement, the following is the Del Galdo Law Group, LLC billing statement for services rendered to you as your attorney. This statement represents all time devoted by the firm for your matters for which we have not received payment (except where such work has been performed but not yet invoiced).

## STATEMENT FOR SERVICES-REVISED

PREVIOUS BALANCE	\$0.00
CURRENT FEES	\$1,800.00
CURRENT EXPENSES	\$0.00
TOTAL CURRENT FEES AND EXPENSES	\$1,800.00
TOTAL AMOUNT OF CURRENT STATEMENT	\$1,800.00

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<b>TOTAL DUE THIS INVOICE:</b>	<b>\$1,800.00</b>
<b>TOTAL FOR PREVIOUS BALANCE:</b>	<b>\$0.00</b>
<b>LESS PAYMENTS AND ADJUSTMENTS:</b>	<b>\$0.00</b>
<b>TOTAL BALANCE DUE:</b>	<b>\$1,800.00</b>

**Del Galdo Law Group, LLC**

1441 S. Harlem Avenue  
 Berwyn, Illinois 60402  
 Phone 708-222-7000 Fax 708-222-7001  
 www.dlglawgroup.com  
 Tax ID No. 26-0205380

**INVOICE**

Invoice No. 17981

Date	Billing Attorney	Paralegal
6/23/2016	Michael T. Del Galdo - MTD	Joyce E. Sutkus - JES
	James M. Vasselli - JMV	Shannon Dempsey - SD
	K. Austin Zimmer - KAZ	Andrew Thornton - AHT
	Julie E. Diemer - JED	Lauren Mendoza - LAM
	Eric T. Stach - ETS	File Clerk - FC
	George S. Spataro - GSS	
	W. David Mills - WDM	
	Veronica Bonilla-Lopez - VBL	
	Cynthia S. Grandfield - CSG	
	Steven Avalos - SA	
	Kimberly M. Jannotta - KMJ	
	Timothy A. Woerner - TAW	
	Kurt S. Asprooth - KSA	
	Joseph A. Giambrone - JAG	
	Claire A. Weinstein - CAW	
	Jessica R. Fese - JRF	
	Daniel C. Didech - DCD	
	Christie J. Welsh - CJW	
	Brenan K. Salgado - BKS	

Bill To:

Village of Stickney  
 6533 Pershing Road  
 Stickney, IL 60402

**Total Balance Due****\$1,800.00**

- ☐ Please check box if address is incorrect or has changed. Indicate changes(s) on reverse side.

Please detach and return top portion with your payment.

**Del Galdo Law Group, LLC**

1441 S. Harlem Avenue  
 Berwyn, Illinois 60402  
 Phone 708-222-7000 Fax 708-222-7001

**In Reference To: Prosecutions-REVISED**

			<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/9/2016	TAW	Travel to and attend 9:00 a.m. prosecution call on May 9, 2016.	1.50		450.00
	TAW	Attend 10:30 a.m. prosecution calls on May 9, 2016 and return travel.	1.50		450.00
5/24/2016	TAW	Travel to and attend 9:00 a.m. prosecution call on May 24, 2016.	1.50		450.00
	TAW	Attend 10:30 a.m. prosecution call on May 24, 2016 and return travel.	1.50		450.00

**Total Current Fees****\$1,800.00**

Village of Stickney  
Invoice No.: 17981  
Page 2

	<u>Amount</u>
TOTAL BALANCE DUE	<u>\$1,800.00</u>

# Del Galdo Law Group, LLC

Attorneys & Counselors

---

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001

---

June 30, 2016

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402

**Re: Statement for Professional Services**

**Village of Stickney**

**June 1, 2016 - June 30, 2016**

**Tax I.D. 26-0205380**

**Invoice # 18177**

Dear Mayor Morelli:

In accordance with our Letter of Agreement, the following is the Del Galdo Law Group, LLC billing statement for services rendered to you as your attorney. This statement represents all time devoted by the firm for your matters for which we have not received payment (except where such work has been performed but not yet invoiced).

## STATEMENT FOR SERVICES

PREVIOUS BALANCE	\$1,800.00
CURRENT FEES	\$1,800.00
CURRENT EXPENSES	\$0.00
TOTAL CURRENT FEES AND EXPENSES	\$1,800.00
TOTAL AMOUNT OF CURRENT STATEMENT	\$1,800.00

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<b>TOTAL DUE THIS INVOICE:</b>	<b>\$1,800.00</b>
<b>TOTAL FOR PREVIOUS BALANCE:</b>	<b>\$1,800.00</b>
<b>LESS PAYMENTS AND ADJUSTMENTS:</b>	<b>\$0.00</b>
<b>TOTAL BALANCE DUE:</b>	<b>\$3,600.00</b>



## Del Galdo Law Group, LLC

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001  
www.dlglawgroup.com  
Tax ID No. 26-0205380

Bill To:

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402

## INVOICE

Invoice No. 18177

Date	Billing Attorney	Paralegal
6/30/2016	Michael T. Del Galdo - MTD	Joyce E. Sutkus - JES
	James M. Vasselli - JMV	Shannon Dempsey - SD
	K. Austin Zimmer - KAZ	Andrew Thornton - AHT
	Julie E. Diemer - JED	Lauren Mendoza - LAM
	Eric T. Stach - ETS	File Clerk - FC
	George S. Spataro - GSS	
	W. David Mills - WDM	
	Veronica Bonilla-Lopez - VBL	
	Cynthia S. Grandfield - CSG	
	Steven Avalos - SA	
	Kimberly M. Jannotta - KMJ	
	Timothy A. Woerner - TAW	
	Kurt S. Asprooth - KSA	
	Joseph A. Giambrone - JAG	
	Claire A. Weinstein - CAW	
	Jessica R. Fese - JRF	
	Daniel C. Didech - DCD	
	Christie J. Welsh - CJW	
	Brenan K. Salgado - BKS	

Total Balance Due

\$3,600.00

- ☐ Please check box if address is incorrect or has changed. Indicate changes(s) on reverse side.

Please detach and return top portion with your payment.

## Del Galdo Law Group, LLC

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001

In Reference To: Prosecutions

			<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/15/2016	TAW	Travel to and prosecution of 9 a.m. traffic call.	2.00		450.00
	TAW	Prosecution of and travel from 10:30 a.m. traffic call.	2.00		450.00
6/30/2016	TAW	Travel to and prosecution of 9 a.m. traffic call.	2.00		450.00
	TAW	Prosecution of and travel from 10:30 a.m. traffic call.	2.00		450.00
Total Current Fees					\$1,800.00
Previous Balance					\$1,800.00

Village of Stickney  
Invoice No.: 18177  
Page 2

	<u>Amount</u>
TOTAL BALANCE DUE	<u>\$3,600.00</u>

# Del Galdo Law Group, LLC

Attorneys & Counselors

---

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001

---

July 31, 2016

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402

**Re: Statement for Professional Services**

**Village of Stickney  
July 1, 2016 - July 31, 2016  
Tax I.D. 26-0205380  
Invoice # 18307**

Dear Mayor Morelli:

In accordance with our Letter of Agreement, the following is the Del Galdo Law Group, LLC billing statement for services rendered to you as your attorney. This statement represents all time devoted by the firm for your matters for which we have not received payment (except where such work has been performed but not yet invoiced).

## STATEMENT FOR SERVICES

PREVIOUS BALANCE	\$3,600.00
CURRENT FEES	\$900.00
CURRENT EXPENSES	\$0.00
TOTAL CURRENT FEES AND EXPENSES	\$900.00
TOTAL AMOUNT OF CURRENT STATEMENT	\$900.00

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TOTAL DUE THIS INVOICE:	\$900.00
TOTAL FOR PREVIOUS BALANCE:	\$3,600.00
LESS PAYMENTS AND ADJUSTMENTS:	\$0.00
TOTAL BALANCE DUE:	\$4,500.00

## Del Galdo Law Group, LLC

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001  
www.dglawgroup.com  
Tax ID No. 26-0205380

Bill To:

Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402

## INVOICE

Invoice No. 18307

Date	Billing Attorney	Paralegal
7/31/2016	Michael T. Del Galdo - MTD	Joyce E. Sutkus - JES
	James M. Vasselli - JMV	Shannon Dempsey - SD
	K. Austin Zimmer - KAZ	Andrew Thornton - AHT
	Julie E. Diemer - JED	Lauren Mendoza - LAM
	Eric T. Stach - ETS	File Clerk - FC
	George S. Spataro - GSS	
	W. David Mills - WDM	
	Veronica Bonilla-Lopez - VBL	
	Cynthia S. Grandfield - CSG	
	Steven Avalos - SA	
	Kimberly M. Jannotta - KMJ	
	Timothy A. Woerner - TAW	
	Kurt S. Asprooth - KSA	
	Joseph A. Giambrone - JAG	
	Claire A. Weinstein - CAW	
	Jessica R. Fese - JRF	
	Daniel C. Diederich - DCD	
	Christie J. Welsh - CJW	
	Brenan K. Salgado - BKS	

Total Balance Due

\$4,500.00

- ☐ Please check box if address is incorrect or has changed. Indicate changes(s) on reverse side.

Please detach and return top portion with your payment.

## Del Galdo Law Group, LLC

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Phone 708-222-7000 Fax 708-222-7001

In Reference To: Prosecutions

	Hours	Rate	Amount
7/22/2016 TAW 9:00 a.m. traffic call.	1.50		450.00
TAW 10:30 a.m. traffic call.	1.50		450.00
Total Current Fees			\$900.00
Previous Balance			\$3,600.00
TOTAL BALANCE DUE			\$4,500.00

Village of Stickney  
Invoice No.: 18307  
Page 2

Current	30 Days	60 Days	90 Days	120 Days
900.00	3,600.00	0.00	0.00	0.00



SALES TAX  
FOR JUNE, 2016  
\$36,884.47

# VENDOR WARRANT DETAIL

STICKNEY VILLAGE  
TREASURER

[Return Back](#)

Warrant/EFT#: EF 0006245

Fiscal Year: 2017

Issue Date: 09/09/16

Warrant Total: \$36,884.47

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1002317	7A1002317	\$36,884.47

## IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$36,884.47	DISTRIBUTE MUNI/CNTY SALES TAX

## Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/08/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX





MOTOR FUEL TAX  
FOR AUGUST, 2016  
\$14,744.06

# VENDOR WARRANT DETAIL

STICKNEY VILLAGE  
TREASURER OF

[Return Back](#)

Warrant/EFT#: EF 0007577

Fiscal Year: 2017

Issue Date: 09/02/16

Warrant Total: \$14,744.06

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			7MT000678	\$14,744.06

## IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$14,744.06	DISTRB ITEMS: MUNICIPALITIES

## Agency Contact Information

217-782-6496

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

September 13, 2016

Hon. President & Board of Trustees  
Village of Stickney  
6533 W. Pershing Road  
Stickney, Illinois 60402

Re: **Emergency Generator Replacement**

Mesdames & Gentlemen:

Enclosed please find a copy of the "Tabulation of Bids" for the bids that were received and opened for the above-captioned project on Tuesday, September 13, 2016 at 10:00 a.m. One bid was submitted, with no errors being found.

The low bidder was Lyons Electric Company, Inc., submitting a bid in the amount of \$68,100.00, which was \$8,900.00 (or 11.56%) under the Engineer's Estimate of \$77,000.00. Their bid submittal for this project was also significantly lower than their initial proposal budget submitted earlier this year.

Lyons Electric Company, Inc. is qualified to perform this type of work. Therefore, we recommend that this Contract be awarded to **Lyons Electric Company, Inc., 650 E. Elm Avenue, LaGrange, IL 60525**, in the amount of **\$68,100.00**, based on their low bid proposal.

If you should have any questions regarding this project, please contact me.

Sincerely,

**NOVOTNY ENGINEERING**



Timothy P. Geary, P.E.

TPG/kes  
Enclosure

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

Date: 9/14/2016

## TABULATION OF BIDS

OWNER: VILLAGE OF STICKNEY  
 PROJECT DESCRIPTION: EMERGENCY GENERATOR REPLACEMENT

PROJECT NO. 15025

BID OPENING: SEPTEMBER 13, 2016 @ 10:00 A.M.

				Engineers Estimate		Lyons Electric Company, Inc. 650 E. Elm Avenue LaGrange, IL 60525 5% Bid Bond	
Item No	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	Emergency Generator Replacement - Complete	L SUM	1	76,000.00	76,000.00	67,600.00	67,600.00
2	Insurance Provisions - Complete	L SUM	1	1,000.00	1,000.00	500.00	500.00
<u>ALTERNATE ITEM:</u>							
1A	Emergency Generator Replacement - Complete (Alternate)	L SUM	1			66,000.00	XXXX
<b>Totals:</b>				77,000.00		68,100.00	
Bid Error Corrections:							
Corrected Totals - - -						68,100.00	
Over / Under - - - -						-8,900.00	
Percent - - - -						-11.56%	

September 14, 2016

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

Re: **2016 Street Resurfacing**  
**East Avenue – 43<sup>rd</sup> Street to 41<sup>st</sup> Street**  
**MFT Section No. 16-00058-00-RS**

Mesdames & Gentlemen:

Enclosed is a copy of the "Tabulation of Bids" for the three (3) bids that were received and opened for the above-referenced project on September 14, 2016, at 10:00 a.m. in the Village Board room.

As is shown on the "Tabulation of Bids" the apparent low bid submitted by Chicagoland Paving Contractors, Inc., included significant bid errors that lowered their total bid amount from \$134,900.00 to \$113,435.00. I reviewed these bid errors with the President of this company and he requested that the Village Board allow his firm to withdraw his bid due to their obvious erroneous unit price submittal and calculations for Item #15 (please see attached correspondence documenting this request). We recommend that this bid is considered as unresponsive and is rejected.

The next lowest bid was submitted by Crowley Sheppard Asphalt, Inc., submitting a bid in the amount of \$137,341.73, which was \$5,933.98 (or 4.52%) above the Engineer's Estimate of \$131,407.75. Crowley Sheppard Asphalt, Inc. has performed street paving improvement work for the Village and is prequalified by IDOT to perform work on this project.

Therefore, if this project is to be constructed this year, we recommend that a Contract be awarded to **Crowley Sheppard Asphalt, Inc., 6525 W. 99<sup>th</sup> Street, Chicago Ridge, IL 60415**, in the amount of **\$137,341.73** based on their most responsive low bid proposal.

Please call if you have any questions regarding this project.

Sincerely,

**NOVOTNY ENGINEERING**



Timothy P. Geary, P.E.

TPG/kes  
Enclosure

cc: Ms. Audrey McAdams, Clerk, w/Enc.  
Mr. Kurt Kasnicka, Treasurer, w/Enc.  
Mr. Jeff Boyajian, Supervisor, w/Enc.  
File No. 14332

**OWNER:**  
**PROJECT DESCRIPTION:**

Village of Slickney  
 2016 MFT Street Resurfacing  
 East Avenue: 43rd Street to 41st Street  
 September 14, 2016 @ 10:00 a.m.

PROJECT NO: 14332

**BID OPENING:**

Item No	Description	Unit	Quantity	Engineers Estimate		Crowley-Sheppard Asphalt 5625 W. 99th Street Chicago Ridge, IL 60415 5% Bid Bond		Brothers Asphalt Paving 315 S. Stewart Avenue Addison, IL 60101 5% Bid Bond		Chicagoland Paving 225 Teiser Road Lake Zurich, IL 60047 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EARTH EXCAVATION	CU YD	200	50.00	10,000.00	45.00	9,000.00	40.00	8,000.00	30.00	6,000.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	50.00	1,000.00	45.00	900.00	40.00	800.00	50.00	1,000.00
3	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	20	40.00	800.00	45.00	900.00	40.00	800.00	45.00	900.00
4	TOPSOIL FURNISH AND PLACE, 2"	SQ YD	150	10.00	1,500.00	8.00	1,200.00	14.70	2,205.00	10.00	1,500.00
5	NITROGEN FERTILIZER NUTRIENT	POUND	2	5.00	10.00	5.00	10.00	31.50	63.00	25.00	50.00
6	POTASSIUM FERTILIZER NUTRIENT	POUND	2	5.00	10.00	5.00	10.00	31.50	63.00	25.00	50.00
7	SODDING	SQ YD	150	15.00	2,250.00	12.00	1,800.00	16.80	2,520.00	15.00	2,250.00
8	SUPPLEMENTAL WATERING	UNIT	5	250.00	1,250.00	150.00	750.00	315.00	1,575.00	0.01	0.05
9	SUBBASE GRANULAR MATERIAL, TYPE B	TON	20	30.00	600.00	35.00	700.00	25.00	500.00	25.00	500.00
10	PREPARATION OF BASE	SQ YD	3100	2.00	6,200.00	1.00	3,100.00	0.65	2,015.00	1.00	3,100.00
11	AGGREGATE BASE REPAIR	TON	500	25.00	12,500.00	18.00	9,000.00	25.00	12,500.00	20.00	10,000.00
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	698	0.50	349.00	0.01	6.98	0.85	593.30	0.01	6.98
13	BITUMINOUS MATERIALS (PRIME COAT)	POUND	6975	0.25	1,743.75	0.01	69.75	0.15	1,046.25	0.01	69.75
14	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	390	75.00	29,250.00	75.00	29,250.00	85.00	33,150.00	80.00	31,200.00
15	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	270	80.00	21,600.00	85.00	22,950.00	98.00	26,460.00	10.50	13,335.00
16	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	150	35.00	5,250.00	70.00	10,500.00	68.25	10,237.50	37.50	5,625.00
17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1270	6.00	7,620.00	6.50	8,255.00	7.08	8,991.60	10.50	13,335.00
18	DETECTABLE WARNINGS	SQ FT	50	25.00	1,250.00	40.00	2,000.00	36.75	1,837.50	50.00	2,500.00
19	HOT-MIX ASPHALT SURFACE REMOVAL, 4 1/2"	SQ YD	3100	5.00	15,500.00	6.25	19,375.00	5.50	17,050.00	3.75	11,625.00
20	SIDEWALK REMOVAL	SQ FT	1200	1.75	2,100.00	2.00	2,400.00	2.10	2,520.00	1.00	1,200.00
21	MANHOLES TO BE RECONSTRUCTED	EACH	1	1,700.00	1,700.00	2,300.00	2,300.00	1,575.00	1,575.00	2,000.00	2,000.00
22	MANHOLES TO BE ADJUSTED	EACH	2	450.00	900.00	575.00	1,150.00	630.00	1,260.00	720.00	1,440.00
23	INLETS TO BE ADJUSTED	EACH	1	315.00	315.00	475.00	475.00	420.00	420.00	480.00	480.00
24	VALVE BOXES TO BE ADJUSTED	EACH	1	400.00	400.00	300.00	300.00	420.00	420.00	480.00	480.00
25		EACH	1	300.00	300.00	275.00	275.00	420.00	420.00	480.00	480.00
26	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	300.00	900.00	275.00	825.00	420.00	1,260.00	480.00	1,440.00
27	THERMOPLASTIC PAVEMENT MARKINGS - LETTERS AND SYMBOLS	SQ FT	50	10.00	500.00	6.00	300.00	7.25	362.50	8.50	425.00
28	THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	250	8.00	2,000.00	7.00	1,750.00	7.25	1,812.50	8.50	2,125.00
29	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	80	10.00	800.00	14.00	1,120.00	14.50	1,160.00	16.75	1,340.00
30	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	2	130.00	260.00	220.00	440.00	157.50	315.00	180.00	360.00
31	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED (SPECIAL)	EACH	1	550.00	550.00	230.00	230.00	157.50	157.50	200.00	200.00
32	TRAFFIC CONTROL AND PROTECTION	L SUM	1	2,000.00	2,000.00	6,000.00	6,000.00	8,000.00	8,000.00	8,918.22	8,918.22
<b>Totals:</b>					<b>131,407.75</b>		<b>137,341.73</b>		<b>150,089.55</b>		<b>134,900.00</b>
<b>Bid Error Corrections:</b>											
15. HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50											
TOTAL:											
<b>Corrected Totals ---</b>											
Over / Under ----											
Percent -----											
					137,341.73	5,933.98	150,089.55	157.50	150,089.55	113,435.00	113,435.00
					4.3%	4.32%	14.22%	0.37%	14.22%	-13.68%	-13.68%

BID WITHDRAWN

*Chicagoland Paving Contractors, Inc.*

225 Telser Road  
Lake Zurich, IL 60047

Phone: 847-550-9681  
Fax: 847-550-9684

---

September 14, 2016

Mr. Tim Geary  
Frank Novotny & Associates  
545 Plainfield Rd.  
Suite A  
Willowbrook, IL 60527

Re: Village of Stickney  
2016 MFT Street Resurfacing  
Bid Submitted – 9/14/2016

Mr. Geary:

Chicagoland Paving Contractors would like to withdraw our bid for the Village of Stickney, as referenced, without prejudice. When transferring the unit prices from our spreadsheet to the bid form a clerical error was made and we mistakenly wrote an incorrect unit price.

We apologize for any inconvenience this may have caused.

Respectfully,



William R. Bowes  
Vice President



**ORDINANCE NO. 2016-22**

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LYONS SCHOOL DISTRICT 103 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**, 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**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

**WHEREAS**, Lyons Elementary School District 103 (the "School District") has requested that the Village include in its "50/50" sidewalk program the replacement of thirty four (34) sidewalk squares that are located on School District property; and

**WHEREAS**, the Village has determined that the replacement of the sidewalk squares as requested by the School District will serve a public purpose and promote the public health, safety and welfare of the Village; and

**WHEREAS**, there exists an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Village will replace sidewalk squares located on School District property and the School District will reimburse the Village fifty percent (50%) of the cost of replacing said sidewalk squares; and

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into the Agreement with the School District; and

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

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

**ARTICLE I.  
IN GENERAL**

**SECTION 1. INCORPORATION CLAUSE.**

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

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to authorize the President or his or her designee to enter into and approve the Agreement, and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.  
AUTHORIZATION**

**SECTION 3. AUTHORIZATION.**

The Village Board hereby authorizes and directs the President or his or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President or his or her designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village 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.

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

**SECTION 4. HEADINGS.**

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

#### **SECTION 5. SEVERABILITY.**

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

#### **SECTION 6. SUPERSEDER.**

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

#### **SECTION 7. PUBLICATION.**

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

#### **SECTION 8. EFFECTIVE DATE.**

This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Deborah Morelli, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2016.

---

Audrey McAdams, Village Clerk

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
STICKNEY AND LYONS SCHOOL DISTRICT 103**

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 ("Effective Date") between the Village of Stickney, Illinois, an Illinois municipal corporation (the "Village") and Lyons Elementary School District 103 (the "School District") (collectively, the "Parties").

WHEREAS, the Parties are units of local government and Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Village has budgeted for the cost of repairing public walks for the May 1, 2016 through April 30, 2017 fiscal year (the "Sidewalk Program"); and

WHEREAS, the School District has requested the Village to include in its Sidewalk Program the replacement of thirty four (34) sidewalk squares that are located on School District property; and

WHEREAS, the Village has determined that the replacement of the sidewalk squares as requested by the School District will serve a public purpose and promote the public health, safety and welfare of the Village;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

1. The foregoing preambles are incorporated herein and constitute a part of this Agreement.
2. The Village will include in the Sidewalk Program thirty four (34) sidewalk squares (5' x 5') located on School District property and identified by the School District.
3. The Village shall have sole discretion over the selection of the contractor(s) to undertake the Sidewalk Program. The Village shall contract directly with the selected contractors.
4. The Village shall be responsible for supervising the Sidewalk Program. The School District shall pay the Village \$90.00 per square for each sidewalk square replaced. The School District will make payment to the Village within thirty (30) days of receiving an invoice from the Village. The Village may invoice the School District monthly.

5. In its sole discretion, the Village may decide not to undertake the program or to abandon the program at any time in which event the Village shall complete the replacement of any sidewalk squares owned by the School District that were removed prior to the abandonment.
6. This Agreement shall not be assigned by one Party without the express written consent of the other Party, which consent may be withheld, in the sole discretion of the other Party.
7. This Agreement may not be amended except pursuant to a written instrument signed by both Parties.
8. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, then this entire Agreement shall be null and void.
9. This Agreement is binding upon the successors and assigns of the Parties.
10. The waiver by either Party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
11. To the fullest extent permitted by law, each Party hereby agrees to and shall defend, indemnify and hold harmless the other Party, its past and present officials (whether elected or appointed), trustees, directors, employees, agents, officers, servants, representatives, attorneys, independent contractors, insurers, volunteers, successors or predecessors of, from and against any claims or causes of action arising out of or in connection with this Agreement. Notwithstanding the foregoing, the Parties do not waive any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
12. In addition to any and all other rights a Party may have available according to law, if either Party defaults by failing to substantially perform any provision, term or condition of this Agreement, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) calendar days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
13. Each Party to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
14. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether

oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

15. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary thereof or otherwise) other than the Parties.

16. This Agreement may be executed in counterparts, each of which is to be deemed an original, and which together constitute one and the same instrument. Facsimile signatures shall be sufficient.

17. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations under this Agreement.

18. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

Village: Village of Stickney  
6533 Pershing Road  
Stickney, Illinois 60402  
Attn: Village Attorney

School District: Lyons School Elementary District 103  
4100 Joliet Avenue  
Lyons, Illinois 60534  
Attn: \_\_\_\_\_

or such other address or addresses or to such other Party when any Party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other Parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3<sup>rd</sup>) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

19. This Agreement contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.



20. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action or claim arising out of or related to this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

**IN WITNESS WHEREOF**, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**VILLAGE OF STICKNEY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LYONS SCHOOL DISTRICT 103**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Audrey McAdams

---

**From:** Linda Miller <LMiller@girlscoutsgcnwi.org>  
**Sent:** Thursday, September 08, 2016 4:06 PM  
**To:** villageclerk@villageofstickney.com  
**Subject:** Girl Scouts of GCNWI Not For Profit Solicitation Request

September 2016

Audrey McAdams, Village Clerk  
Village of Stickney



We'd like to begin with a hardy Thank You for all of the support you have given to our 50,000+ Girl Scouts and our council during the past year (and in most cases, the past years!) Whether you gave us permission to be in your community, and/or purchased a box of Girl Scout Cookies® and/or supported our Fall Product Program, please know that **YOU** made a difference!

As you probably are already aware, our Council has two Product Programs per year that we host:

- Our **Fall Product Program** (with order taking from **October 1-23, 2016**, (with delivery before Thanksgiving) gives our girls the opportunity to earn start-up money for their troops.
- Our **Cookie Program** (with door to door order taking from **January 1-22, 2017**, (with delivery of those pre-orders in February and cookie booths from February-May) strengthens our girls' 5 Skills for Daily Life which are:
  - ✓ Goal Setting
  - ✓ Decision Making
  - ✓ Money Management
  - ✓ People Skills
  - ✓ Business Ethics

Most Girl Scouts participate in our **Fall Product Program** by asking family and friends for support but there are a few troops who host a booth sale in a local business and still some who sell door to door. During our **Cookie Program**, our girls do much the same but participation is much higher which I'm sure you can attest to as you see Girl Scouts ringing your doorbell, in front of your favorite Church, store or at a neighborhood meeting.

If your community requires us to apply for a permit, please see the Fall Product and Cookie detail sheet below. If that is sufficient information to process our request on behalf of our Girl Scouts, please simply check the box below and fax (219-795-1224) or scan ([lmiller@girlscoutsgcnwi.org](mailto:lmiller@girlscoutsgcnwi.org)) it back to Linda Miller. **Linda is our point person on this project.**

If more information is needed before processing our permit request, please send the forms to Linda and we'll be sure to fill them out and get them back to you right away.

We are among the largest councils in the country and because we have 50,000+ Girl Scouts, distribution of badges to individuals is not possible; however, your permit or letter of approval (in a PDF format) can be e-mailed to each girl and troop efficiently from our office.

If you require a Certificate of Insurance, an updated Certificate of Insurance is automatically sent to you directly from our insurance agent on or about January 1<sup>st</sup> of each year. If you do not have it in your files, please let us know by checking the box below and we'll be sure to get that to you as well.

**APPLICATION FOR NON-COMMERCIAL SOLICITATION**  
**Not for Profit Organization**

**Name of Organization:** Girl Scouts of Greater Chicago and Northwest Indiana  
**Corporate Address:** 20 S. Clark, Suite 200, Chicago, IL 60603

**Main Contact:** Susan Rakis, Director of Product Program  
P: 855-456-8347ext. 2309  
E: [srakis@girlscoutsgcnwi.org](mailto:srakis@girlscoutsgcnwi.org)

**Person to contact for additional information:** **Linda Miller**  
P: 855-456-8347ext.1948 F: 219-795-1224  
E: [lmiller@girlscoutsgcnwi.org](mailto:lmiller@girlscoutsgcnwi.org)

Note: The two people named above are requesting permission for the entire jurisdiction of the council. You should not receive requests from local constituents.

**Non-Commercial Solicitation Purpose:** Annual Girl Scout Fall Product and Cookie Programs

**Program Dates:** **Fall Product Program:**  
**Order Card Sales:** October 1-23, 2016  
**Delivery of Product:** November 10-13, 2016

**Cookie Program:**  
**Door to Door Order Card Sales:** January 1-22, 2017 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)  
**Delivery:** February 20-March 10, 2017

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February 5, 2017 and May 1, 2017. Product is sold and paid for at the site.

**Hours of solicitation** As described by ordinance code

**Description of Vehicles used in solicitation:** None as of this request

**Last date of previous requests:** 2015

**Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois/Indiana or any other State or Federal Law of the United States? If yes, when.** No