

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

REGULAR MEETING BOARD OF TRUSTEES VILLAGE OF STICKNEY



Audrey McAdams
Village Clerk

Wednesday, April 7, 2021

7:00 p.m.

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

Website: Zoom.us
Meeting ID: 312 915 7558
Password: 768782

PUBLIC COMMENT: Persons not attending the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2021-04, "An Ordinance Creating Section 50-40 of Chapter 50, Article II of the Municipal Code, Village of Stickney, Illinois Regarding Use of Premises or Property to Disturb the Peace"
7. Pass and Approve Ordinance 2021-05, "An Ordinance Amending Chapter 42, Section 42-2 of the Municipal Code, Village of Stickney, Illinois Regarding Ambulance Fees"
8. Approve Resolution 02-2021, "A Resolution Authorizing and Approving an Extension and Amendment of the Master Agreement for the Use of Renewable Energy in the Stickney Village Aggregation Program for the Village of Stickney"
9. Report from the President
10. Report from the Clerk
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
13. Public Comments
14. Adjournment

Posted April 2, 2021

March 16, 2021

State of Illinois
County of Cook
Village of Stickney

IMPORTANT NOTICE: As a result of the ongoing COVID-19 pandemic and the Governor of the State of Illinois' declaration of an emergency, the special meeting will be conducted in person and via Zoom in compliance with P.A. 101-0640. All persons attending the meeting in-person will be required to wear a face mask at all times while in the building and will further be subject to strict social distancing (6 feet separation). Electronic attendance via Zoom is strongly encouraged. The information for the Zoom meeting is as follows:

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PUBLIC COMMENT: Persons wishing to attend via Zoom or not wanting to attend the meeting in person may submit "Public Comment" to the Village Clerk no later than one (1) hour before the scheduled start of the meeting. Please send public comments to the Village Clerk at villageclerk@villageofstickney.com.

The Board of Trustees of the Village of Stickney met via Zoom electronic means on Tuesday, March 16, 2021, at 7:05 p.m.

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

The Mayor thanked Deputy Police Chief Jaczak for staying late to oversee our Zoom meetings.

Trustee Kapolnek moved, duly seconded by Trustee Hrejsa to approve the minutes of the previous Regular Session on Tuesday, March 2, 2021.

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

Trustee White moved, duly seconded by Trustee Savopoulos 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, Savopoulos, Torres and White
Absent: Trustee Milenkovic
Nays: None
Mayor Walik declared the motion carried.

Trustee White introduced Dennis Brennan from Illinois Energy Aggregation to give us insight on what they are working on for our electric aggregation. Our contract is almost up with our current electric vendor Eligo Energy. The Trustee asked the clerk to put this on the agenda the first meeting in April to again discuss and approve the contract. Our attorney's office has not had sufficient time to review the contract at this time. Attorney Tiffany Nelson-Jaworski said she would review the contract and if there are any changes or concerns, she will discuss them with Mr. Brennan. Mr. Brennan told us that the plan is just an extension of what we currently have. What we do now is match the rates with ComEd. The Village itself will get a civic contribution of \$5,000 per year. It is a three-year extension. Each year we will get \$5,000 payable dependent on when the new contract gets running. Most likely it will be in June. Everything remains the same. We will remain an EPA Certified Village. We still are using renewable energy. The major change is that you are getting \$5,000 per year instead of one \$5,000 payment like last time. This payment is made directly to the Village for whatever purpose they choose. He mentioned that last time we used it for schools. Trustee White reminded us that our rates mirror what ComEd's rates are. In addition, if anyone leaves the program, they don't have to pay termination fees. Mr. Brennan did say that every year Eligo does check on all the people who are with ComEd. Something might be sent out to residents. In order for them to do that, they have to order the list through the clerk's office. There is a fee for ComEd and that Eligo will reimburse that fee.

Trustee Torres moved, duly second by Trustee Hrejsa to pass and approve Ordinance 2021-03, "An Ordinance Amending Various Sections of Chapter 14 and Chapter 50 of Municipal Code, Village of Stickney, Illinois Regarding Vehicle Towing and Impounding"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Savopoulos and Torres

Absent: Trustee Milenkovic

Nays: None

Mayor Walik declared the motion carried.

Prior to the vote Police Chief Sasseti told us of resident complaints over cars with excessive music. This ordinance will give officers an additional tool in enforcement efforts to reduce that issue now that summertime is coming. If officers can hear music coming from another vehicle that is in excess of 75 feet away, the officer has the authority to issue a citation and impound the vehicle for loud music.

Trustee Savopoulos moved, duly seconded by Trustee White to approve Resolution 01-2021, "A Resolution Proposing a Redevelopment Plan and Project for, and Designation of, the Cicero-Pershing Redevelopment Project Area, and the Adoption of Tax Increment Allocation Financing Therefor, Convening a Joint Tax Increment Allocation Financing Therefor, Convening a Joint Review Board and Calling a Public Hearing in Connection Therewith"

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Savopoulos and Torres

Absent: Trustee Milenkovic

Nays: None

Mayor Walik declared the motion carried.

The Mayor explained that this is part of our TIF Cicero/Pershing Redevelopment. Trustee Savopoulos mentioned that Chuck Dunham with Kane/McKenna is with us on Zoom to answer questions. Village Attorney Tiffany Nelson-Jaworski mentioned that the Resolution is another step in the process to establish the TIF. The Resolution establishes the means to establish the TIF review board. This is basically a board composed of all the taxing bodies that lie within the district. All those taxing bodies meet periodically as required by statute. The first date that the board can meet is projected to be April 16, 2021 at 3:00 p.m. Thereafter there would be a public hearing on May 18, 2021. That is an additional step to establish the TIF. The Mayor thanked all the people involved for doing a great job.

Trustee Kapolnek moved, duly seconded by Trustee Savopoulos to Approve the Appointment of Ed Dabrowski to the Stickney Zoning Board of Appeals to fill the vacancy left by the resignation of Jim Lindwall.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Savopoulos and Torres

Absent: Trustee Milenkovic

Nays: None

Mayor Walik declared the motion carried.

The Mayor congratulated Ed Dabrowski and asked him to come into the Village Hall next week to be sworn in.

MAYOR'S REPORT: The Mayor thanked Public Works for the great snow-clean up. Trustee Savopoulos and his sister Connie and his staff were thanked for putting together the Senior Corned Beef meals. All the volunteers were thanked. We learned that there were 172 meals prepared. Linda Bruscatto was thanked for coordinating this event. The Mayor alerted us that the Easter Bunny is coming to town on March 27th from noon to 1:30. This is a drive-thru event. Trustee Torres added candy will be given to kids from Stickney only. We are working on an event for Cinco De Mayo on May 2nd. There will be bands and food available. It will be held at 43rd and Ridgeland. The Mayor informed us that we will continue our Board Meeting on Zoom for at least another month.

CLERK'S REPORT: The clerk reported that our next board meeting will be on Wednesday, April 7, 2021. The Tuesday, April 6th meeting was changed because of the Consolidated Election.

Trustee Reports:

Trustee White: The Trustee mentioned that the Village Hall will be open to the public on April 5th. Our office staff will be in from 8:00 a.m. to 4:00 p.m. for normal hours. The doors will be open to the public from 10:00 a.m. to 3:00 p.m. People will still have to social distance and wear a mask. The Mayor added in that the lobby is still marked off for social distancing and the ropes are still in place.

Trustee Savopoulos: The Trustee praised all our volunteers. They make us look good. He congratulated Ed Dabrowski for his appointment. He will be a great member to the Zoning Board.

Trustee Kapolnek: The Trustee wished Ed Dabrowski well.

Trustee Torres: We were told that early voting starts on the 22nd of March at the Clinic.

Trustee Hrejsa: Provided Easter Bunny information and congratulated Ed Dabrowski.

The Mayor mentioned that there will be a small newsletter going out with a few key dates.

Police Chief James Sassetti: He thanked Village Attorney Tiffany Nelson-Jaworski for her assistance in updating some of these ordinances so our officers can be more efficient. Street sweeping starts on April 1. We will be out enforcing the street sweeping laws. Everyone is being forewarned.

Public Works Director Joe Lopez: Street sweeping starts next month. He asked that people read the signs. Lawn waste will be picked up the first week of April. We learned that the street sweeper has gone through the alleys.

Fire Chief Jeff Boyajian: We were reminded of the severe weather conditions to look for now that Spring is here. Listen to your radio or TV. They are predicting an active season. We were reminded that the tornado siren goes off on the first Tuesday of the month. If you hear it at any other time, it mean something is going on.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:31 p.m.

Audrey McAdams, Village Clerk

Approved by me this day of , 2021

Jeff Walik, President

Village of Stickney
Warrant Number 20-21-23

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
April 6, 2021

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

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

01 CORPORATE FUND		129,472.92
02 WATER FUND		221,957.61
03 MOTOR FUEL TAX FUND		16,363.98
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>367,794.51</u>
General Fund Payroll	3/30/2021	125,035.35
Water Fund Payroll	3/30/2021	<u>15,890.68</u>
	Subtotal:	<u>140,926.02</u>

Total to be Approved by Village Council	<u><u>508,720.53</u></u>
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Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 3/15/2021 Through 3/31/2021

Check Number	Vendor Name	Effective Date	Check Amount
502659	Schultz Supplies	3/22/2021	(87.60)
503500	Jon C. O'Dowd	3/15/2021	856.85
503501	B and B Maintenance, Inc	3/15/2021	1,560.00
503502	Bell Fuels, Inc.	3/15/2021	1,922.34
503503	Caliber Collision	3/15/2021	4,660.25
503505	Comcast Business	3/15/2021	2,542.73
503506	Comcast	3/15/2021	107.85
503508	Jeffrey Boyajian	3/15/2021	67.00
503509	Johnson Controls Security Solutions	3/15/2021	240.00
503510	Kane, McKenna and Associates, Inc.	3/15/2021	6,452.50
503512	L-K Fire Extinguisher Sercie Inc.	3/15/2021	512.45
503514	Municipal Web Services	3/15/2021	270.00
503515	Quadient Finance USA, Inc.	3/15/2021	354.99
503518	S & S Industrial Supply	3/15/2021	203.87
503521	BLUE CROSS BLUE SHIELD	3/18/2021	56,056.79
503522	Bell Fuels, Inc.	3/18/2021	1,244.02
503524	CDW Government	3/18/2021	242.51
503525	Cintas Corporation - #21	3/18/2021	382.02
503526	CINTAS #769	3/18/2021	345.20
503527	Citizens Bank	3/18/2021	2,692.11
503529	Comcast	3/18/2021	153.35
503530	Dearborn National	3/18/2021	957.58
503531	Essential Lighting	3/18/2021	930.00
503532	Illinois Association of Chiefs of Police	3/18/2021	37.00
503533	Illinois State Police	3/18/2021	28.25
503535	Stickney-Forest View Little League	3/18/2021	1,500.00
503536	WEX Bank	3/18/2021	60.00
503537	Security Benefit	3/18/2021	982.02
503539	Air Duct Cleaners, Inc.	3/22/2021	4,835.00
503540	Airgas USA LLC	3/22/2021	781.92
503541	Biltmore Refrigeration Services & Sale...	3/22/2021	94.76
503542	The Blue Line	3/22/2021	499.00
503543	Comcast	3/22/2021	264.08
503544	Eckert Enterprises, Inc.	3/22/2021	998.40
503545	Foster Coach Sales, Inc.	3/22/2021	269.29
503547	Phillips Air Compressor	3/22/2021	294.96
503548	Shark Shredding, Inc.	3/22/2021	325.00
503549	Autotime	3/25/2021	1,349.91
503550	Comcast Business	3/25/2021	1,697.35
503551	CPURX, Inc.	3/25/2021	2,672.80
503552	Dell Marketing L.P.	3/25/2021	2,168.62
503553	Executive Gift Selection	3/25/2021	558.00
503554	GW & Associates PC	3/25/2021	4,500.00
503555	Konica Minolta Business Solutions U.S....	3/25/2021	66.03
503556	Countryside Police Department	3/25/2021	750.00
503557	Northern Illinois Police Alarm System	3/25/2021	400.00
503558	Roberto Santos	3/25/2021	4.19
503560	ANDERSON PEST SOLUTIONS	3/29/2021	57.35
503561	Bell Fuels, Inc.	3/29/2021	1,583.64
503562	Comcast	3/29/2021	210.68
503567	STAPLES BUSINESS CREDIT	3/29/2021	553.72
503568	West Central Municipal Conference	3/29/2021	1,937.10
503570	Ed Dabrowski	3/30/2021	13.95
503571	Village of Stickney Fire Association	3/30/2021	625.00
503572	IL F.O.P.L.C.	3/30/2021	864.00

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 3/15/2021 Through 3/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503573	Konica Minolta Business Solutions U.S....	3/30/2021	35.14
503574	Municipal Code Corporation	3/30/2021	1,182.00
503575	Operating Engineers Local No. 399	3/30/2021	433.75
503576	Security Benefit	3/30/2021	960.00
503577	Teamster Local 700	3/30/2021	976.00
503578	CUMMINS	3/31/2021	1,213.20
503579	DEL GALDO LAW GROUP LLC	3/31/2021	<u>11,024.00</u>
	Total 01 - General Fund		129,472.92

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 3/15/2021 Through 3/31/2021

Check Number	Vendor Name	Effective Date	Check Amount
503502	Bell Fuels, Inc.	3/15/2021	961.16
503507	Ferguson Waterworks	3/15/2021	3,000.00
503511	Lehigh Hanson	3/15/2021	769.49
503513	Menards - Hodgkins	3/15/2021	192.04
503516	NICOR GAS	3/15/2021	251.17
503517	Riccio Construction Corporation	3/15/2021	34,091.09
503519	Webmarc Doors	3/15/2021	561.80
503520	Autotime	3/18/2021	174.96
503522	Bell Fuels, Inc.	3/18/2021	621.99
503523	Brookfield Auto Center	3/18/2021	100.70
503525	Cintas Corporation - #21	3/18/2021	382.03
503526	CINTAS #769	3/18/2021	345.20
503527	Citizens Bank	3/18/2021	35.87
503528	City of Chicago	3/18/2021	167,530.00
503534	Menards - Hodgkins	3/18/2021	230.33
503546	Intergovernmental Risk Management ...	3/22/2021	6,386.49
503554	GW & Associates PC	3/25/2021	4,500.00
503559	Roland Machinery Co.	3/25/2021	374.06
503561	Bell Fuels, Inc.	3/29/2021	791.81
503564	ETP LABS INC.	3/29/2021	96.00
503565	Menards - Hodgkins	3/29/2021	164.87
503566	S & S Industrial Supply	3/29/2021	98.55
503569	Webmarc Doors	3/29/2021	298.00
Total 02 - Water Fund			221,957.61

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 3/15/2021 Through 3/31/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
503504	Cargill Salt Road Safety	3/15/2021	9,531.98
503538	Cargill Salt Road Safety	3/19/2021	3,158.05
503563	ComEd	3/29/2021	3,673.95
	Total 03 - Motor Fuel Tax Fund		16,363.98
Report Total			367,794.51

ORDINANCE NO. 2021- 04

AN ORDINANCE CREATING SECTION 50-40 OF CHAPTER 50, ARTICLE II OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING USE OF PREMISES OR PROPERTY TO DISTURB THE PEACE.

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, the Corporate Authorities have determined that some property owners have allowed or continue to allow their properties to be used in a manner that disturbs the quiet and peaceful enjoyment of other surrounding, neighboring or nearby property owners or users of property; and

WHEREAS, as a result of the disruptive uses impeding the quiet and peaceful enjoyment and use of one's property, the Corporate Authorities have determined that it is reasonable and necessary, and in the best interests of the Village, its residents, and guests to amend the Village Code to provide that the property owner is responsible for disturbances on her or his property; and

WHEREAS, regulations related to the peaceful use of property is a valid exercise of the Village's police powers; and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in implementing the regulations contemplated herein (the "Regulations"); and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to create Section 50-40 of Chapter 50, Article II of the Village Code related to use of a premises to disturb the peace, 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 create Section 50-40 of Chapter 50, Article II of the Village Code related to use of a premises to disturb the peace as provided for herein and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

ARTICLE II.

CREATION OF SECTION 50-40 OF CHAPTER 50, ARTICLE II OF THE VILLAGE CODE OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. CREATION OF SECTION 50-40 OF CHAPTER 50, ARTICLE II.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by creating Section 50-40 of Chapter 50, Article II as follows:

Sec. 50-40 – USE OF PREMISES OR PROPERTY TO DISTURB THE PEACE

No person shall use or permit to be used any building, premises or property, or rent the same to be used, for any business, employment, pleasure or recreation, if the use will, by its boisterous nature, disturb or destroy the peace of the neighborhood in which the building or premises is situated, or be dangerous or detrimental to health. Any person or entity violating this provision or allowing their building, premises or property to be used in a manner that violates this section shall be subject to a fine of not less than \$100 and not more than \$750.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

ARTICLE III.

HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective ten (10) days upon its passage.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of _____, 2021.**

Audrey McAdams, Village Clerk

ORDINANCE NO. 2021-05

**AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-2 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS REGARDING AMBULANCE FEES**

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 providing emergency ambulance and paramedic services (the "Services") to individuals residing in and visiting the Village; and

WHEREAS, to defray a portion of the expenses of providing the Services to the public, the Corporate Authorities have determined that it is in the best interests of the Village to amend and revise certain fees for the Services, which have not been changed since 2016; and

WHEREAS, after due deliberation and consideration, and in furtherance of the public health, safety and welfare, the Corporate Authorities have determined that it is necessary and advisable to amend the Municipal Code, Village of Stickney, Illinois (the "Village Code") to revise fees charged for said Services; 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 42, Section 42-2 of the Village Code as set forth herein;

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 42, Section 42-2 of the Village Code to revise the fees charged for said Services 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 42, SECTION 42-2 OF THE MUNICIPAL CODE, VILLAGE OF
STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 42, SECTION 42-2.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 42, Section 42-2, which Section shall be amended as follows:

Sec. 42-2. - Cost of ambulance service.

- (a) The president and the board of trustees hereby find that the escalating increase in the costs of providing adequate ambulance services to residents and nonresidents of the village has created an urgent need for additional funds to provide such services. It is hereby declared that the fees imposed in this section are solely for the purpose of providing revenue to help defray the costs of such services.

- (b) The fees charged for ambulance services shall be as follows:

\$1,300 - Residents

\$1,500 – Non-Residents

Recipients of ambulance services shall be responsible for payment for said services and where needed, the Village or its agent may make efforts in furtherance of collecting payment for said services.

- (c) ~~There is hereby imposed a fee of \$650.00, plus \$15.00 per mile, for each and every ambulance response by the village that services an individual who is a resident of the village. There is hereby imposed a fee of \$750.00, plus \$15.00 per mile, for each and every ambulance response by the village that services an individual who is a nonresident of the village.~~

- (c) ~~In addition to the fees as set forth in subsection (b) of this section, the following fees are hereby imposed for the following services provided by the village for any individual who is a resident or nonresident of the village:~~

~~Administration of oxygen. \$75.00.~~

~~Immobilization. \$100.00.~~

~~Extrication. \$500.00.~~

~~Automobile fire. \$500.00.~~

~~Pulse oximeter. \$20.00.~~

~~Accucheck. \$25.00.~~

~~Engine apparatus. \$100.00.~~

- ~~(d)~~(c) All monies received by the village under the provisions of this section shall be placed in an account set up for the express purpose of funding expenses necessary to furnish ambulance services by the village.
- ~~(e)~~(d) Nothing in this section shall authorize any village department or village official or employee to refuse or delay any service to any person, firm or corporation that has not paid for service or that owes for previous service.
- ~~(f)~~(e) The fire chief, upon written notice to the board of trustees, may increase the fees set forth in subsections (b) ~~and (e)~~ of this section on an annual basis by no more than 4% per annum unless otherwise authorized or prohibited by the board of trustees by ordinance.

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.

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 applicable law.

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2021.

Audrey McAdams, Village Clerk

RESOLUTION NO. 02-2021

A RESOLUTION AUTHORIZING AND APPROVING AN EXTENSION AND AMENDMENT OF THE MASTER AGREEMENT FOR THE USE OF RENEWABLE ENERGY IN THE STICKNEY VILLAGE AGGREGATION PROGRAM 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, Eligo Energy IL, LLC ("Eligo") currently cooperates with the Village to procure retail electric service to Village residents and businesses (the "Services") as part of the Village's electric aggregation program (the "Program"); and

WHEREAS, Eligo previously entered into a Master Agreement on or about August 21, 2018 with the Village and the Village and Eligo currently wish to extend and amend said Master Agreement (the "Extension and Amendment"), a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "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 Extension and Amendment; and

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

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

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Extension and Amendment whereby Eligo will continue to provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Extension and Amendment in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or

his designee to execute the Extension and Amendment 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 Extension and Amendment and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

SECTION 4. HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5. SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6. SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7. PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8. EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of
_____, 2021.**

Audrey McAdams, Village Clerk

EXHIBIT A

EXTENSION AND AMENDMENT OF MASTER AGREEMENT FOR THE USE OF RENEWABLE ENERGY IN THE STICKNEY VILLAGE AGGREGATION PROGRAM

This Extension and Amendment ("Extension") of the MASTER AGREEMENT FOR THE USE OF RENEWABLE ENERGY IN THE VILLAGE OF STICKNEY AGGREGATION PROGRAM ("Master Agreement") is made as of _____ (the "Effective Date") between Eligo Energy IL, LLC ("Eligo" or "Vendor" or "Supplier") and Village of Stickney ("Village" or "Government Aggregator"). Vendor and Village may be referenced individually as a "Party" or together as the "Parties."

RECITALS

1. The Parties entered into a Master Agreement regarding a Municipal Electrical Aggregation in Village of Stickney on or about August 21, 2018;
2. This Extension is pursuant to Section 2.4.1 of the Master Agreement and is subject to the terms and conditions of the Master Agreement, as herein amended and incorporating all said amendments therein; and
3. The Parties desire to extend and amend the Master Agreement, as noted below.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to extend and amend the Master Agreement as follows:

1. Amendments. The Master Agreement is hereby amended as follows:

- a. The definition of "**Eligible Customer**" is amended with the following addition:

"**Eligible Customer(s)**" shall mean Eligible Customers as defined in Section 1.1.1 and includes all residential and small commercial Aggregation customers within the Village, excluding (1) customers served by other alternative retail electric suppliers ("ARES") and customers with "RES" status on ComEd customer list(s); (2) customers served under ComEd's Hourly Tariffed supply service; and (3) customers enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or ComEd default tariff supply service based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

- b. The definition of "**Renewable Energy Credits**" is amended:

“RECs” or “Renewable Energy Certificates” are market-based instruments that represent the legal property rights to the environmental attributes of renewable electricity generation sources.

- c. **Section 2.1.4** of the Master Agreement is amended as follows: Vendor may provide periodic refresh mailings or send Participating Customers back to ComEd default service during the Term of this Agreement at Vendor’s sole discretion and with cooperation from Village. All Eligible Customers who have previously exercised their right to opt-out, rescind or have previously been removed from the Aggregation Program shall be omitted from all subsequent refresh mailing lists during the Term. All Eligible Customers enrolled pursuant to a refresh mailing or opted-in pursuant to this Agreement shall receive Retail Electric Supply at the prices set forth in Attachment A.

- d. **Section 2.4.1** of the Master Agreement is replaced in its entirety with the following:

Term. This Agreement commences as of the Effective Date and is for a term of thirty-six (36) consecutive monthly billing periods starting from the initial meter read date designated by the Village in consultation with the Supplier in May 2021, and expires at the end of the last day of the 36th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”). The Term may be renewed by mutual agreement with agreed upon amendments, if applicable, for additional 1-3 year renewal terms as agreed upon, in writing, by the Parties. No more than three (3) months prior to the end of the Term, Vendor shall initiate negotiations on pricing for any additional term with the Governmental Aggregator if it intends to continue service under this Agreement. If the Parties cannot agree upon a price, then this Agreement shall terminate upon its expiration and Vendor shall continue to provide service to Eligible Customers on a month to month variable rate basis until such service is cancelled as provided for in the Terms of Service. This Agreement may be terminated prior to the expiration of the Term in compliance with this Agreement's provisions, if: (1) a Party exercises its right under Article 5 to terminate this Agreement; or (2) a Regulatory Event occurs and the Parties are unable to mutually negotiate modification(s) to this Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. Vendor shall have the obligation to provide electricity for the full period of the Term regardless of the start date in which the power begins to flow.

- e. **Exhibit A** to the Master Agreement is replaced in its entirety with the following:

EXHIBIT A - PRICE

Eligible Customers as defined herein includes all residential and small commercial Aggregation customers within the Village, excluding (1) customers served by other alternative retail electric suppliers (“ARES”) and customers with “RES” status on ComEd customer list(s); (2) customers served under ComEd’s

Hourly Tariffed supply service; and (3) customers enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or ComEd default tariff supply service based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers: No Early Termination Fee - \$0 per utility account.

Delivery Term: 5/21 – 5/24

Special Services	EPA Green Community Certification
Civic Contribution:	\$5,000 per 12 months of the Term

Supplier will provide a \$5,000 Civic Contribution to the Village per 12 months of the Term. The Civic Contribution will be payable in equal annual installment payments to the Village, with the first payment to occur on or prior to June 2021 (or one month after the beginning of the Term, whichever is later) and subsequent payments on 12-month anniversary dates thereafter.

Special Services: During the Term of this Agreement, Vendor shall purchase Renewable Energy Certificates to enable Village to be certified as an EPA Green Power Community. Vendor will prepare and file the EPA Green Power Community (at the EPA threshold level) application on Village's behalf; however, the decision to qualify Village as a Green Power Community rests solely with the EPA.

The Village may incur costs from ComEd to procure and/or refresh load data. The Supplier agrees to reimburse the Village for such costs, which are typically \$127, but may be more, if additional refresh data files are required.

2. Supplemental Instrument. This Extension is executed and shall constitute an instrument supplemental to and in amendment of the Master Agreement and shall be construed with and as a part of the Master Agreement. All references herein and in the Master Agreement to the "Agreement" shall be deemed to refer to the Master Agreement as amended hereby.

3. Ratification of Master Agreement. Except as modified and expressly amended by this Extension and any other written supplement or amendment executed by the Parties, the Master Agreement is in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect.
4. Interpretation. Any capitalized terms used herein, which are defined in the Master Agreement, shall have the meaning attributable to such terms in the Master Agreement unless otherwise indicated or defined herein.
5. Execution. This Extension may be executed in one or more counterparts, each of which will be deemed to be an original of this Extension and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Extension and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Extension as to the Parties and may be used in lieu of the original Extension for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.
6. Conflict. If any conflict between this Extension and the terms of the Master Agreement arise, the terms and conditions of this Extension shall supersede any conflicting terms of the Master Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Extension to be effective on the date first written above.

ELIGO ENERGY IL, LLC

VILLAGE of STICKNEY, IL

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____