

VILLAGE OF STICKNEY

6533 West Pershing Road
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Kathleen Fuentes
Edwin Rivadeneira

Village Trustees
Mary Hrejsa
Sam Savopoulos

Mitchell Milenkovic
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, December 6, 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. Awards and Recognition of Stickney Police Officers
7. Pass and Approve Ordinance 2016-25, "The 2016 Tax Levy Ordinance for the Fiscal Year, beginning May 1, 2016 and ending April 30, 2017"
8. Pass and Approve Ordinance 2016-26, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Between the Village of Stickney and the South Suburban Major Crimes Task Force"
9. Approve Resolution 16-2016, "A Resolution Authorizing and Approving a Certain Agreement with Current Technologies Corporation for the Village of Stickney"
10. Approve the Appointment of Trustee Edwin Rivadeneira to Fill All Vacancies on Trustee Committees Previously Filled by Former Trustee Lazansky
11. Approve request from the Stickney Forest View Lions Club to conduct Holiday Lights Recycling for Sight Event by Placing a Container in the Village Lobby and Distribution of Fliers throughout the Village
12. Report from the Mayor
13. Report from Clerk
14. Trustee Reports/Committee Reports
15. Reports from Department Heads
16. Public Comment
17. Adjournment

Posted December 1, 2016

November 15, 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, November 15, 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, Milenkovic, Rivadeneria, Savopoulos and White
Absent: None**

Trustee Milenkovic moved, duly seconded by Trustee Fuentes, to approve the minutes of the previous regular session on Tuesday, November 1, 2016.

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

Trustee Savopoulos moved, duly seconded by Trustee Fuentes to approve the payment of \$65,640.82 to Crowley Sheppard Asphalt, Inc. per Engineer's Payment Estimate No. 1 for MFT Section No. 16-00058-00-RS.

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

Trustee White moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of August, 2016 indicating the sum of \$41,703.66.

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

Trustee Milenkovic moved, duly seconded by Trustee Fuentes to accept the report from the Illinois Department of Transportation for the month of October, 2016 in the amount of \$15,066.07.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

The mayor announced agenda item 9 for determination of how many dollars in aggregate property tax extensions will be necessary of \$3,399,030.00 for 2016 tax levy per Treasurer's Report from November 1, 2016.

Trustee Fuentes asked if this was for discussion. Village Attorney Mike Del Galdo mentioned, "Statute requires that an estimate of the amount to be levied be ascertained by the board. So that is the amount that is recommended or previously recommended by the treasurer. So if you agree on that amount there would be a motion and a second and you would adopt that as your estimated amount for the tax levy." Trustee Hrejsa asked the treasurer Kurt Kasnicka to expound on that. Treasurer Kurt Kasnicka said, "Basically that is what I reported on at our meeting on the November 1. There is a requirement that 20-days before you approve the tax levy you are supposed to disclose the amount you are planning to levy. Although I reported it and distributed copies to the trustees and it is posted on the board, this is just another level of formal approval to say we met this 20-day requirement." Village Attorney Mike Del Galdo explained, "The lawyer read statute and they recommend that the board take a formal vote." Trustee Hrejsa asked, "That won't raise the taxes or anything." Village Attorney Mike Del Galdo told her, "This is the first step in the process. We are to ascertain the amount to be levied. The amount read by the mayor of \$3,399,030 is the amount ascertained by the board. Then there will be a public hearing required. Kurt would make the levy available for public inspection. Then there would be a formal vote on the tax levy. This is the first step in the process." Kurt Kasnicka told us, "The tax levy is posted already. If someone comes in and wants a copy of it so they will know. There is different ways of doing it. But, this is the formal way of giving a 20-day notice."

Trustee White moved, duly seconded by Trustee Fuentes to pass and adopt the estimated amount of \$3,399,030. 00 for the tax levy.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria and White

Nays: Savopoulos

Mayor Morelli declared the motion carried.

Trustee Savopoulos said, I voted no but I am not opposed to funding the Police Pension Fund and Bond and Interest but I feel there is a different way to pay for it."

Trustee Milenkovic Moved, duly seconded by Trustee White to pass and approve Ordinance 2016-24, "An Ordinance Amending Chapter 50, Section 50-142 of the Municipal Code, Village of Stickney, Illinois regarding Trespass."

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly Seconded by Trustee Savopoulos to pass and approve Resolution 15-2016, "A Resolution Authorizing and Approving a Letter of Agreement with the International Union of Operating Engineers Local 399 for the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote Trustee White mentioned that this is the one that we passed on at the last meeting because we didn't have a chance to talk to the union. Village Attorney Mike Del Galdo said, "The reason we passed on it the last time was because we wanted the union signature first in case they had revisions. We didn't want to have the board to amend it. They did not make any revisions and they signed it as presented by the village."

Trustee Fuentes moved, duly seconded by Trustee Hrejsa to grant permission to the Stickney-Forest View Lions Club to conduct their Fourth Annual Charity 5 K Run on Sunday, September 24, 2017 at 8:00 a.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

The mayor read the next agenda item on discussion regarding permits and/or licenses and related permit/license fees for Hughes Enterprises/Blue Kangaroo, LLC for a proposed laundromat business to be located at 6633-6644 Pershing Road. She then referred to Dave Schmidt the Building Inspector. He passed out a packet of papers for each elected official. The inspector said, "It has always been to the discretion of the building inspector who gets a permit and how much the permit fees should be. It has never been questioned prior. If a request comes in, usually if the request is reasonable, the request is granted. In this case with the Blue Kangaroo a request was made by our mayor and I accepted that request to reduce those fees." Trustee White asked, "What were the fees to start with?" Dave Schmidt responded, "In total it would have been approximately \$21,000." Trustee White said, "So the mayor decided to knock down the fees from \$21,000." Dave Schmidt said, "No. The mayor requested." Trustee White then said, "And, you determined." Dave Schmidt said, "Right." Trustee Savopoulos then read the following from our code ordinances:

Section 22-74, Under Applications and Refunds: The required fee for each license issued shall be collected upon issuance of the license. In no event shall any rebate or refund be made of any license fee. . . . Dave Schmidt responded, "This isn't a license it is a permit. All their contractors did get licenses and paid for their licenses." Trustee White asked, "Are you telling me it is up to your discretion as to what you charge for permits for construction, that's at your discretion?" Dave Schmidt said, "Yes." Trustee White then said, "Then why do we have an ordinance that says we charge 1.5%?" Dave Schmidt responded, "The ordinance is there to prevent the building department from overcharging. That is the only time we can, if we see that the work was done prior to the permit and then I am allowed to double the fee." Trustee Savopoulos said, "I don't think you have the authority." Trustee Savopoulos said, "Counsel, we have a lawyer here. Who has the authority to reduce permit fees?" Dave Schmidt then referred to the first permit. He said, "On this first permit the fee was scratched out and made fee exempt. An employee gets no fee charged. The second one, same thing, no fee charged. Then I have the library which is a recent project. At that same thing because they are tax exempt. I took it upon myself, no fee charged. And no one questioned prior to this. And the library permit fee is up to \$1.5 million and no questions were asked. And at this point, when the mayor requested to have this reduced whatever conversation she had with the contractor the developer. . Trustee Savopoulos asked, "Why would we have it reduced? I don't understand." Trustee White said, "We weren't privy to the conversation. Maybe you could enlighten us as to how the conversation went." Dave Schmidt said, "That would be up to the mayor." The mayor told us, "It was just brought to my attention. I said that anything that gets taken care of with the permits I referred it over to Dave. I was aware. Everybody asks me questions about, well a lot of businesses do." Trustee Savopoulos said, "So you told Dave to reduce the fees." Mayor Morelli responded, "No, I gave it over to Dave and I told him the information." Dave Schmidt said, "Requested not suggested." Mayor Morelli said, "I was requested and I told him to talk to the Building Inspector because he knows how to work with permits. I do not set or adjust permits. I turned it over to Dave because he is the Building Inspector. That is just what I did. That is just what I told him, talk to the Building Inspector. I don't set the prices for the permits. He was talking to me. It was a new business. I told him to talk to the Building Inspector." Trustee Savopoulos said, "I don't think he has the authority. I don't think you have the authority to reduce anything." The mayor said, "I didn't reduce it. I turned it over to the building inspector." During this time Trustee Savopoulos kept speaking in the background. The Building Inspector Dave Schmidt said, "It never was questioned before in the past and now it is. I have a letter from the mayor requesting" Trustee White asked, "Requesting to look at the application. Or, requesting to reduce the fees?" Dave Schmidt responded, "Requesting to reduce the fees." Trustee White said, "There you go. Now we have it." Dave Schmidt continued, "The request was accepted and granted." Trustee Hrejsa asked, "What would the fees have been originally?" Trustee White and Dave Schmidt responded, "\$21,000.00." Dave Schmidt said, "It is the same with our library. We did not charge them either. So that is another \$21,000." The clerk reminded them that the library is non -for-profit. Trustee Hrejsa asked, "How much are the fees for the laundromat now?" Dave Schmidt told her, "They were reduced to \$7,500." There was an audible reaction from the audience. Trustee Hrejsa said, "Holy Cow." Dave Schmidt said, "Like I said, the library wasn't even charged a penny." Trustee Savopoulos asked, "Are we reducing fees for anyone else?" Audience member Lea

Torres stated, "The library is non-for-profit they shouldn't count." Dave Schmidt said, "The ordinance doesn't stipulate or state that, nor for employees." Trustee Savopoulos asked, "Who else have you reduced fees for?" Dave Schmidt responded, "Senior citizens. I have done that in the past. If they say they can't afford the permits. I gave them the permit to get the work done." Trustee Savopoulos asked, "Koppers?" Dave Schmidt said, "No, because they never asked for a request because they pay their fees. In the past this practice has never been questioned. If the board has got a problem or issue with it, I suggest that they revise the permit process and also the permit fees and even the inspection fees." Trustee White said, "I just have a problem where it is stated that it is at your discretion. That is my only problem. I am not going to dispute it. If it has been past practice, you know we have heard that already many times. But, it is news to us that you have the authority to reduce \$21,000 in permits down to \$7,500. It is news to everyone on this board I think. Is anyone on this board aware of it?" Trustee Savopoulos replied, "Not until two weeks ago. Mike, who has the authority to reduce or raise a permit?" Village Attorney Mike Del Galdo responded, "The amount to be charged is in the Village's code. It would require an amendment to the Village's code to change the amounts. As an example, the 1.5% would require an amendment to the Village code. The building inspector has the discretion to determine valuations, determining if permits are required. That is where the discretion lies in calculating the fee. There is no discretion unless it is a formal amendment to the Village code. If you are talking about the amounts that are set forth specifically in the Village code, the discretion is determining the valuation to set the fee." Trustee Savopoulos said, "I am looking at a permit fee which has a valuation at \$1,400,000.00 that is what I am looking at." Dave Schmidt said, "And, the library is \$1,500,000.00." Trustee White said, "The library is tax exempt." Dave Schmidt said, "It does not say that in our ordinance either. That is why it is up to my discretion, they are tax exempt. Why should I charge our own taxing body." Trustee Hrejsa asked, "What was the reason for lowering the permit fee so drastically for the laundromat?" Dave Schmidt responded, "I guess the contractor said he never paid these kinds of fees in the past. Dave Schmidt told him he would have to speak with our mayor. At that point, when she asked me I said that I would need a letter requesting. I just can't wave a magic wand." Trustee Savopoulos said, "This guy has some eight locations." Trustee Milenkovic said, "Ten locations and one is in Cicero." Trustee Savopoulos asked, "You mean that Chicago is cheaper than us." Dave Schmidt responded, "I didn't investigate. I don't know." The mayor asked, "Did this have something to do more with the construction?" Dave Schmidt said, "I haven't a clue. Whatever, who knows. When the request came in I accepted it." Trustee Milenkovic said, "On the last page of your packet, 'Having been contacted by Neil Polifka to reduce the cost of the building permit fee. As Mayor of the Village of Stickney, I have decided to reduce the permit fee to \$7,500.'" Dave Schmidt said, "Unfortunately, that letter was written by Darlene in the front office." Trustee Milenkovic said, "It was signed by the mayor." Dave Schmidt said, "I know. It was faxed off to her and I wasn't present at that time to over read what was written. As long as I said it was a written letter requesting I said I would accept it." Trustee White said, "This said the mayor decided to reduce it. It doesn't say she reduced it." The mayor said, "No." Dave Schmidt said, "I understand but I saw it as a reduction. Look at the permit itself, it is not signed by me, because the fact that I was not here that day when it was released and I did it verbally over the phone. I never seen that letter until after the fact. But as far as I am concerned it was a letter requesting and I

accepted it and I told Darlene verbally to release the permit." Trustee Savopoulos said, "I think we need to collect the original fees. Trustee Milenkovic agreed and he asked what Mike thought. Village Attorney Mike Del Galdo said, "If you want to amend the code to give discretion, it is common that you have exemptions for government agencies, or to give discretion to exempt government agencies. I would not recommend having wide discretion on private industry, of fees on private industry, only because of due process and equal protection. If one person gets denied and another person gets granted that is something that could claim it is ? treatment based on race, religion or ethnicity. I would never recommend as a lawyer to have discretion in that regard. You certainly can have discretion for government agencies. If you want to increase the discretion for valuation or frankly if it is for economic development project, like if it is for creating jobs in the community, if this is to improve paying real estate taxes I imagine, if it is economic development to encourage opening up business in town. That is common practice we could build that into the ordinance. You could do it by a vote, or whether it is by authorization of the mayor, or by the building commissioner. Somebody could be authorized if it is for creation of new construction." Trustee Milenkovic asked, "As it stands right now wouldn't the board have to vote to reduce this?" Village Attorney Mike Del Galdo replied, "As it stands right now I don't know of any discretion that could change the amount. Dave could change the valuation, which I have no opinion on, I don't know how you value improvements. But, that is where his discretion is. He can't unilaterally change what is set forth in the code." Trustee Savopoulos asked, "Dave doesn't have a lot of these applications." Village Attorney Mike Del Galdo stated, "Dave doesn't and I assume, and I wasn't involved in any of this so it is an assumption on my part, that any request by the mayor is within the parameters of the code, meaning if it is not permitted someone should say to the mayor, 'I can't do that.'" Trustee White said, "I understand that, but if we don't do anything about it until you find out about it after the fact. You didn't know there was a private meeting to cut the fees by a third." The mayor said, "There was no private meeting." Trustee White said, "We didn't know anything about it until we saw it that the permit fees were reduced." Trustee Hrejsa said, "That is a huge reduction, huge. And, I don't think that it is going to bring more jobs into our village. It is a laundromat." Trustee White said, "I am going to change my statement, if it wasn't a private meeting, who else was in the meeting besides you and them, if it wasn't private. You weren't in the meeting, obviously, Dave, because you got a letter asking" Dave Schmidt said, "As far as I know there was no meeting. There were numerous phone conversations. As far as meetings go I'm not privy to. . . ." Trustee White said, "I come by every day to watch pennies here to save anything we can save for the betterment of everyone here that pays taxes. That is what it is all about. No one person has the authority to throw away \$14,000 out the window. Collectively we can do that if it was for the betterment of the community because they are bringing a project into our town that might benefit us. No one person could make that determination. That is why you have a board of seven people. " Village Attorney Mike Del Galdo asked, "Trustee Milenkovic do you want me to bring up any amendment or address this in any way?" Trustee Milenkovic responded, "Well, let me look at where it stands right now and we will talk about it. I don't want you to write up anything right now. We will definitely be discussing this. Thank you." Trustee White thanked Dave for coming in to clarify this. Trustee Savopoulos said, "I said we should get the money back. Village Attorney Mike Del Galdo said, "I am charging to be here right now it is the only legal fees so

far." Trustee Hrejsa said, "I don't want the residents to think the whole board dropped \$21,000 to \$7,500 when it was only a couple of people. They are going to say you want to raise our taxes. You want to do this. But, yet this is a business they have several laundromats all over the place. I don't know why they need a cut." Trustee White said, "They have a \$1,400,000 project. I would think they assume that \$21,000 in permits is part of it." Trustee Hrejsa said, "It was only a couple of people who dropped this fee." Trustee Savopoulos said, "I would like to collect those funds." The mayor asked Dave, "When I talked to you about that you had said something to me regarding the construction work." Dave Schmidt responded, "They need to change the ordinance, then they change the ordinance, about what fees are collected and what inspections, everything. They should hire a director so there is someone else overseeing." Trustee Savopoulos told the mayor, "You can't put this on Dave that was you." The mayor said, "No, we both. . . . " Dave Schmidt said, "No it is, if you can't accept it, if you want my resignation, if that would help, I would be more than happy." Trustee White asked, "How are we going about to collect the rest of the money we are supposed to collect from them?" Dave Schmidt said, "I'm not." Trustee White said, "How are they going to get a business license when they are ready to open when they owe \$14,000 in fees? " Trustee Savopoulos said, "They can't be issued a business license." Trustee White said, "It is all about being responsible. We are responsible to every person sitting here and every person who owns a house here. You have to be responsible. It is not responsible. It is blatant irresponsible as far as I'm concerned." Dave Schmidt offered his resignation. Trustee White said, "You didn't do it." Dave Schmidt said, "Yes I did." Trustee White said, "She wrote a letter and told you to." Dave Schmidt said, "Requesting." Trustee White said, "No, it is not requesting. The letter doesn't say request. The letter says I decided to reduce the permit fee to \$7,500 It said I decided." Trustee Savopoulos added, "To the Building Department." The mayor said, "That was after our conversation with Dave. And, I turned it over to Dave to make that calculation with it. I am not throwing Dave under the bus. This is something we talked about. I asked him to look into it and that is with the calculations of the construction of the property that I had told you about at the last meeting." Trustee White said, "We haven't heard this part of the story before. There are additions to the story." Mayor Morelli said, "I told about the construction at the last meeting. That is why Dave came in today to explain that with his calculations." Trustee Savopoulos said, "Debbie, all you have to do is look at this permit. You have \$1.4 million times that by 1.5% equals out to \$21,000 or something." Audience member Lea Torres said, "1.5% is very reasonable. She also mentioned that they broke three water pipes too." Cross chatter was going on. Mayor Morelli said, "The reason why I went into that in the first place was when I understood the valuation of the property to be at. That is when we came to that with, the amount." Trustee White said, "The valuation of the property had nothing to do with anything. What the value of the property is. This is a construction permit." Mayor Morelli said, "The permit fee." Trustee Milenkovic asked, "Mike can we have a roll call if we are going to try to collect this money or not? Can we vote on that?" Village Attorney Mike Del Galdo said, "I would probably recommend that we discuss this in closed session because it creates legal issues and we would be authorizing a collection process." Trustee White asked, "Should we authorize it for closed session at the next meeting." Village Attorney Mike Del Galdo responded, "You could always talk about something in a closed session without it being on an agenda provided that you do not vote or take final action on the matter that was discussed but not listed on the agenda. If you

would like to discuss it tonight in closed session but not take action on it then when we go to make the motion to go into closed session under item 19 on the agenda, you would add to that the discussion of this and it would be under the same exemption of probable or imminent litigation. He will say it and then somebody will move."

MAYOR'S REPORT: The mayor made a comment about the Veteran's Day program at the Recreation Center. She then thanked those who helped her. She thanked the Veterans.

CLERK'S REPORT: The clerk read a letter from Saint Pius X Church. They are looking for two people to fill the position of Youth Ministers.

TRUSTEES' REPORTS: Trustee Fuentes gave the fire department report for the month of October, 2016 as follows: Ambulance calls: 55; Mutual Aid Calls: 14; Service Calls: 7; Fire Calls: 5; Hazardous Condition Calls: 2; Motor Vehicle Accidents: 8; Working Fires: 1; Brush/Trash Fire Calls: 0; Car Fires: 0; Outside Equipment Fires: 1; Total calls for the month of: October 93; Total calls for 2016: 937.

In addition Trustee Fuentes gave information on the Annual Senior Christmas party on December 3, 2016 at the Stickney Fire Department from 11:00 a.m. to 1:30 p.m. She asked that people RSVP. Also on December 3, 2016 is the Family Christmas Party on the Stickney Recreation Building at 3:30 to 6:30. Santa will be arriving at 4:30 via the Fire Truck. We were told that the winter coat drive is underway. Any donation would be appreciated.

Trustee Hrejsa gave Thanksgiving greetings.

Trustee Rivadeneira gave the Police Department Total Monthly Activity Report for the month of October, 2016: Total number of calls for service; 1535; Total number of E911 calls received; 456; Arrest by type: Traffic: 95; Village Ordinance Offences: 9; Warrants and Complaints: 8; Parking violations: 244; Total number of arrests/citations issued: 326; Total number of squad miles: 10,171; Total amount of gasoline used: 1,205.3 gallons; Average gas mileage/squad: 8.439 mpg.

Ordinance Activity Report for the month of October, 2016. Ordinance Investigations: 298; Business License Investigations: 5; Violation Notices Issued: 5; Miscellaneous Details: 159; S.L.O. Tickets: 4; Parking Citations Issued: 76; Tow Tag: 1;

Trustee Milenkovic gave Thanksgiving greetings. He mentioned that the donations for the troops are great. He thanked everyone who has made a donation. It will continue to at least the end of the month. It is greatly appreciated.

Trustee White thanked Village Attorney Mike Del Galdo for his generosity for donating 20 new coats to the coat drive program that Trustee Fuentes is conducting. Trustee Fuentes told Village Attorney Mike Del Galdo he is her hero.

DEPARTMENT REPORTS: Police Chief John Sladetz informed us that one of our new squad cars was involved in an accident causing front end damage. One of our officers was involved in a traffic stop where the car stopped too fast and he couldn't stop fast enough. Our cars can average between 150 to 200 miles per day throughout the

town. They are targets. It is going to happen. It will be fixed. We did get our new copiers and they are installed and functioning. He made an announcement concerning the Toys for Tots program here at the Village. We were given details. The Chief will act as the liaison to deliver the toys to the next stop. It may be continuing until December 20.

Public Works Supervisor Jeff Boyajian informed us that the East Avenue paving project is wrapping up. All that is left to do is landscaping. A report was given on the leaf program in the village. He speculated that it will continue until the second week in December. Yard waste pickups will continue to the second week of December. Trustee White asked about the new generator. We were told that the temporary generator will be installed very soon. Then they will tear out the old one. A schedule was given for the Thanksgiving week pickups.

Fire Chief Larry Meyer reported that last Monday and Thursday the fire department visited both schools in the village. They held a contest on drawing an exit plan. The winning class received a pizza party. He then gave a long list of repairs and needs for various fire department vehicles. The Chief gave a warning concerning using turkey fryers.

Treasurer Kurt Kasnicka announced the Village Hall hours for the week of Thanksgiving. There is three weeks between board meetings. On December 6, 2016 at 6:30 there will be a public hearing for the tax levy this will be right before the regular board meeting at 7:00 p.m.

The mayor wished all a Happy Thanksgiving.

Prior to adjourning into closed session, Village Attorney Mike Del Galdo added the following: "At the mayor's request I will frame the form of the motion to adjourn into closed session to discuss 3943 Home Avenue, Stickney, IL. Under the exemption of the Open Meetings Act pursuant to 5 ILCS 120/2 (c) (11) (2014) to discuss probable and imminent litigation. This matter is listed on the agenda, if the board wanted to take final action out into open session after the closed session. And also to discuss in closed session the matter listed on the agenda as item number 13. Item 13 is discussion regarding permits and/or licenses and related permit/license fees for Hughes Enterprises/Blue Kangaroo, LLC for a proposed laundromat business to be located at 6633-6644 Pershing Road. Also under the same exemption of the Open Meetings Act pursuant to 5 ILCS 120/2 (c) (11) (2014) to discuss probable and imminent litigation.

Trustee White moved, duly seconded by Trustee Savopoulos to go into executive session at 7:47 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Fuentes moved, duly seconded by Trustee Hrejsa to reconvene to open session at 9:03 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Fuentes, Hrejsa, Milenkovic, Rivadeneria, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned.

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 9:05 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2016

Deborah E. Morelli, Village Mayor

ORDINANCE NO. 2016-26

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND THE SOUTH SUBURBAN
MAJOR CRIMES TASK FORCE FOR THE VILLAGE OF STICKNEY**

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

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

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

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

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

WHEREAS, the Village, the Cook County Sheriff's Police Department, the Illinois State Police and various neighboring municipalities (collectively, the "Parties") are public agencies under the laws of the State of Illinois dedicated to the protection of residents; and

WHEREAS, the South Suburban Major Crimes Task Force (the "Task Force") consists of the Cook County Sheriff's Police Department, the Illinois State Police and member agencies and is dedicated to providing comprehensive investigative services to member agencies for major or heinous crimes; and

WHEREAS, the Parties desire to enter into and approve an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby the Village will become a member agency of the Task Force; and

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

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

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

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

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the President or his or her designee to enter into the Agreement whereby the Village will become a member agency of the Task Force pursuant to the terms of the Agreement and to further authorize the President or his or her designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his or her designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his or her designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

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

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

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

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

PASSED this ____ day of _____, 201__.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 201__.

Deborah Morelli, President

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

Audrey McAdams, Village Clerk

EXHIBIT A

Chapter 2

INTERGOVERNMENTAL AGREEMENT SOUTH SUBURBAN MAJOR CRIMES TASK FORCE

The undersigned Public Agencies, charged with the duty of enforcing the law and investigating heinous and complex violent crimes, recognize that the most effective means to accomplish that duty is through the combination of resources and the joint exercise of their respective authorities. Each of these Member Agencies now enter into this Inter-Agency Agreement to conduct joint investigations involving major violent crimes which necessitate substantial commitments of resources for prolonged periods of time. The purpose of this Agreement is to provide the citizens of Illinois with the most effective law enforcement skills and protection against those who engage in actions detrimental to the safety of the public.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto; it is hereby agreed by the undersigned Member Agencies of the South Suburban Major Crimes Task Force, (hereinafter call "Member Agencies") including the Cook County Sheriff's Police Department, the Illinois State Police and the participating municipal police departments of South Suburban Cook County, to the following:

ARTICLE I - PARTIES

The South Suburban Major Crimes Task Force (Task Force) shall consist of the Cook County Sheriff's Police Department, the Illinois State Police and other Member Agencies who have signed this agreement.

In the event that additional agencies request to participate in the Task Force, their acceptance will be contingent upon the majority vote of the Task Force Board of Directors and payment of all fees applicable at the time.

ARTICLE II - PURPOSE

The purpose of the South Suburban Major Crimes Task Force is to provide comprehensive investigative services to Member Agencies of the Task Force including but not limited to homicide cases, non-parental kidnappings, and other exceptional heinous crimes when requested by the Chief of Police of a Member Agency.

The Task Force agrees to provide comprehensive investigative services to Member Agencies in accepted cases upon request of the Chief of Police or the designee of the Police Department of the local jurisdiction in which the crime occurred. The Member Agencies agree that the Chief of Police or their designee shall contact the Task Force Commander at the onset of the discovery of an offense which they feel qualifies for Task force services. The Task Force Commander(s) shall confer with the requesting agency and the Board of Directors to determine if the case shall be accepted for investigation by the Task Force.

The Following guidelines will be used to determine case acceptance:

ARTICLE III - CASE ACCEPTANCE GUIDELINES

A real or suspected violent crime such as: murder, non-parental abduction, violent sex crimes or multiple violent crimes. Crimes which necessitate a substantial commitment of resources for a prolonged period of time or which require the application of complex or unusual investigative techniques/expertise may also be considered for acceptance.

ARTICLE IV – AUTHORITY

Each Member Agency agrees to assume liability for its respective personnel assigned to the Task Force, as well as for vehicles and equipment assigned to the Task Force. Each participating Member Agency assumes responsibility for members of its police force acting pursuant to this agreement, both as to indemnification of said police officers as provided for by the Illinois Compiled Statutes, Chapter 65, Section 5/1-4-5, 5/1-4-6 and as to personal benefits to said police officers, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.

ARTICLE V - BOARD OF DIRECTORS

SECTION 1: The Board of Directors shall consist of ten (10) members.

The ten members appointed shall be appointed as follows:

- A. The Chairman shall be appointed for a period of one (1) year by a majority vote of the Board of Directors of the SSMCTF for a one year term beginning on 1/1 and ending on 12/31. The Chairman shall be a Chief of Police from a member agency.
- B. The Sheriff of Cook County shall appoint two (2) directors.
- C. The Director of the Illinois State Police shall appoint two (2) directors.

- D. The Board of Directors shall fill the five (5) other board positions by a majority vote of the Board of directors with two Chiefs of Police from the west division and two from the east division and one (1) member chief of police from either division for a one (1) year term beginning on 1/1 and ending on 12/31.
- E. The Chairman and all other board members may be appointed to additional terms by a majority vote of the Board of Directors of the SSMCTF. The Director of the Illinois State Police and the Sheriff of Cook County may also appoint their board members to additional terms.

SECTION 2: The Board of Directors may establish an Advisory Board to assist and guide them in their duties and responsibilities. The Advisory Board will be comprised of as many members and organizations as determined by the Board of Directors, as many members and organizations as determined by the Board of Directors, but Advisory Board member shall not be permitted to vote on Board issues.

SECTION 3: Simple majority of the Board of Directors shall constitute a quorum for voting purposes. Each Board member shall have one (1) vote. For a vote to be registered, the Board member must be present during the vote.

SECTION 4: The Board's responsibility shall include, but not be limited to:

- Determine all major policies and procedures of the Task Force
- Establish financial controls
- Make decisions on problems
- Make final decisions on when the Task Force will be activated and deactivated
- Review Task Force activities and staffing once activated
- Meet bi-monthly to discuss Task Force issues, problems, staffing, activities, etc.
- Determine who will hold the positions as Task Force Commanders and Assistant Task Force Commanders and Assistant Task Force Commanders
- Determine training needs
- Conduct an annual meeting of the chiefs of police or designee from each member agency

The Board of Directors may determine further By-Laws for governing the Task Force which shall not be inconsistent with this agreement.

ARTICLE VI - COSTS/EXPENSES

The Cook County Sheriff's Police Department agrees to pay for all investigative expenses incurred by Investigators of the Cook County Sheriff's Police during the course of Task Force investigations. The Cook County Sheriff's Police Department further agrees to provide support services to the Task Force.

The Illinois State Police agree to pay for all investigative expenses incurred by Investigators of the Illinois State Police during the course of Task Force investigations. The Illinois State Police further agrees to provide support services to the Task Force.

The Requesting Agency agrees to pay for costs of investigations of crimes occurring within the Requesting Agency's jurisdiction incurred by members of the Task Force when the Chief of Police or their designee has requested the investigation, excluding the salaries, wages, benefits, and ordinary travel costs.

The Requesting Agency shall pay for extraordinary travel and investigative expenses of Investigators of other Member Agencies if the expenses have been determined to be necessary for the investigation by the Task Force Commander and Requesting Agency Chief.

Each Member Agency shall be responsible for the cost of training their designated Task Force personnel to meet requirements as established by the Board of Directors.

Each Member Agency will be responsible for a one-time initial membership fee to be used for Task Force costs and expenses. This fee shall be \$2,500.00 per Member Agency. The membership fee may be adjusted by a majority vote of the Board of Directors.

The Board of Directors may vote to assess each Member Agency an annual upkeep fee to cover the costs and expenses.

ARTICLE VII - LIABILITIES/INSURANCE

Each agency will accept liability to the extent required by the Illinois Worker's Compensation Act (820 ILCS 305/1 ct. Seq.) for personal injuries occurring to its Investigators while engaged in Task Force activities.

Member Agencies will furnish their assigned Investigators with a suitable vehicle and will bear sole responsibility for the costs of maintaining and insuring said vehicle.

Each Member Agency agrees to assume liability for its respective personnel, vehicles and equipment assigned to the Task Force. Each participating Member Agency assumes responsibility for members of its police force acting pursuant to this agreement as to indemnification of said police officers.

ARTICLE VIII - TASK FORCE PERSONNEL

The Illinois State Police and Cook County Sheriff's Police will assign a minimum of two (2) Investigators to the Task Force. Each member Agency agrees to designate a minimum of one (1) Investigator who will be assigned to the Task Force. All Task Force Members shall

report to the Task Force Commander. All decisions on operational issues shall be decided by the Task Force Commander who with the advice of the Chief of Police requesting the Task Force.

A Chief of Police of any Member Agency may volunteer to assign an additional Investigator from his agency to the Task Force. The selection and assignment of officers for the Task Force shall be determined by the Task Force Commanders according to experience and training of proposed member designees. The Member Agencies agree that they shall make any of their Investigators assigned to the Task Force available for investigations and training as needed by the Task Force.

It is agreed that each officer participating as a member of the Task Force shall be bound by the policies of his own Member Agency in addition to any policies and procedures of the Task Force.

ARTICLE IX- ADMINISTRATIVE/OPERATIONAL PROCEDURES

The Member Agencies agree that the investigation of crimes within the Member Agencies' jurisdiction that have been accepted by the Task Force Commander and the Board of Directors shall be conducted according to the procedures of the SSMCTF Administrative/Operational Procedures as outlined in Chapters 3 and 4 of this manual.

ARTICLE X - ASSET FORFEITURE ON TASK FORCE CASES

Any assets seized or forfeited as a result of a Task Force investigation shall be distributed and used according to existing State Law. However, any participating Member Agency agrees to designate fifty (50) percent of any such distribution as Task Force Training and Expense funds to be used according to guidelines determined by the Board of Directors.

ARTICLE XI - MISCONDUCT

SECTION 1: Misconduct by any member of the Task force shall include the following:

- A) Violation of Task Force policies and/or rules or procedures
- B) Conduct which may tend to reflect unfavorably upon any of the parties of this agreement.
- C) Any violation of Rule 1a or 1b may result in the Board of Directors removing the Investigator from the Task Force.

SECTION 2: Upon receipt of a complaint from a law enforcement agency, a State's Attorney's office, or any other credible source alleging misconduct by a Task Force Member, the Task Force Commander shall discuss the allegations with the Investigator's Member Agency. The Board of Directors shall decide whether the allegation/infraction should be investigated by the Member Agency or the Task Force. The Member Agency shall have the sole authority/responsibility to administer discipline in matters of misconduct unless a criminal complaint is verified, then the information will be forwarded to the appropriate State's Attorney.

ARTICLE XII - TERMINATION/MODIFICATION OF AGREEMENT

This agreement shall be in full force and effect between all Member Agencies who have signed this agreement until such time that the allocation of the aforementioned resources is no longer possible or an alternate funding source is determined. A Member Agency may withdraw from the Agreement at any time by written notice by the Chief of Police or command level designee of the Member Agency to the remaining Board of Directors.

The undersigned representative(s) of the _____
Hereby agree to the above terms and conditions of this Intergovernmental Agreement:

Signed _____ Date _____

Signed _____ Date _____

RESOLUTION NO. 16 -2016

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
CURRENT TECHNOLOGIES CORPORATION FOR THE VILLAGE OF STICKNEY**

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

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

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

WHEREAS, Current Technologies Corporation ("CTC") has provided a Surveillance Maintenance Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby CTC will provide support and maintenance services to the Village for certain surveillance equipment (the "Equipment"); and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the Agreement; and

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

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his or her designee to enter into the Agreement whereby CTC will provide support and maintenance services to the Village for the Equipment and to further authorize the President or his or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his or her designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his or her designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary

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

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 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

Surveillance Maintenance Agreement



Maintenance Agreement Accepted on Date _____	Maintenance Agreement Declined on Date _____
---	---

This Surveillance Maintenance Agreement ("Agreement") entered into on _____ between Current Technologies Corporation (CTC) and Village of Stickney ("Client") hereby replaces any and all prior written or oral agreements, promises, conditions, covenants, understandings or representations of any kind be it express, implied, statutory or otherwise, that is not expressly set forth herein:

1. CTC's Maintenance Agreement: In consideration of the payments set forth herein, CTC hereby agrees to provide Maintenance services as follows:
 - Labor to Support and Repair all Defective Equipment detailed within this Agreement that has not been deemed end of life by the manufacturer
 - Equipment deemed end of life per the manufacturer's specifications, CTC will endeavor to repair or replace the Equipment as practical
 - Support Services
 - 24x7 Emergency Support Coverage
 - Remote service within 1 Hour for network down emergencies
 - Onsite service within 4 Hours for network down emergencies
 - Remote service within 4 Hours for non-emergency work
 - Routine non-emergency onsite service when we have 1-3 days advance notice
 - Automated System Monitoring
 - Software Updates – up to one time per year upon client request
 - Camera Cleaning – up to one time per year upon client request
 - Software Configuration Changes to System
 - Unlimited Onsite, Remote and/or Phone Support for Equipment detailed within this Agreement
 - Training as needed for new software version releases

Equipment detail list attached to this Agreement.

("Equipment"). CTC's Maintenance Services shall include the labor to repair, as needed, said, and the associated labor to service the Equipment. CTC will continue to support and repair all equipment that has not been deemed end of life by the manufacturer. This service Agreement is not intended to be a replacement program. In the event that a piece of supported Equipment fails and has been deemed end of life per manufacturer's specifications, CTC will endeavor to repair or replace the Equipment as practical. In the event that repairs cannot be facilitated with a directly comparable piece, CTC will consult with the Client to determine a replacement plan. The replacement plan for the specified piece of Equipment will then be beyond the scope of this Agreement and any further service calls prior to said replacement may be charged directly to the Client as being outside the scope of this Agreement. The Client shall be responsible for the

costs associated with repair and/or replacement of all Equipment. CTC shall make recommendations of replacement Equipment that is near end of life, with similar product bearing similar performance to resolve the situation at the Client's expense.

In the event that CTC is called in to effectuate the same or related repair to the Equipment, and CTC has previously recommended the replacement of the Equipment, or any part thereof, in writing to correct the issue at hand, all such subsequent calls shall fall outside the scope of this Agreement and CTC shall have the right to bill service call and all related parts at standard rates, including travel fees.

Client must continue VMS (video management support) Agreement in order to be eligible for the CTC Maintenance Agreement. The costs to renew or update software, are not included in the "Maintenance Fee" but will be invoiced to the Client along with the costs associated with the shipping/handling and applicable sales tax. All new software purchases under \$2,500.00 and all software renewal fees shall require 100% prepayment; all other purchases (including but not limited to hardware, software or combined hardware/software) in excess of \$2,500.00 shall require a 50% payment up front deposit with the balance due within 30 days of invoice and are subject to prior approval by the Client's Corporate Authorities.

CTC does not guaranty the functionality, life expectancy, quality or suitability of any existing Equipment. In the event the Equipment, or any part thereof, needs to be replaced, CTC shall make recommendations of substituted compatible equipment. If the Client elects to proceed with replacement of some, but not all of the recommended replacement equipment, CTC cannot guaranty the functionality of the replaced equipment with the existing equipment

2. Client's Payment. In consideration of the terms, conditions, covenants and promises set forth in this Agreement and for CTC to reserve sufficient time to perform CTC's Maintenance Service, the Client agrees to pay CTC a **Maintenance Fee of \$7,114.58**. CTC acknowledges that the travel time and labor fees are incorporated into the Maintenance Fee.

All Maintenance Agreements must be pre-paid in order for the maintenance Agreement to be in effect.

3. Exclusions from Agreement: Exclusions to the Agreement are, but not limited to, the following:
 - a. This Agreement does not include software renewals
 - b. This Agreement does not include moving, changing or adding equipment
 - c. This Agreement does not include incidents which void the manufacturer's warranties such as vandalism, acts of nature, etc.
 - d. Per this Agreement, CTC reserves the right to bill for any shipping charges CTC may have incurred

- e. This Agreement does not include intentional acts of Client, or Client's employees, agents, associates, or third parties, that damage or injure the systems through computer virus or other malicious activity to the Equipment and/or related software.
- f. Replacement of server(s) is not covered under this Agreement
- g. Labor to repair said server(s) is not covered under this Agreement if Client does not have server under warranty

4. CTC's Standard Response Time: The Parties hereto understand, agree and acknowledge that at certain times, CTC may not be able to comply with the following Standard Response Time, but CTC will strive to provide timely service and provide the following minimum service levels:

- Remote service within 1 Hour for network down emergencies
- Onsite service within 4 Hours for network down emergencies
- Remote service within 4 Hours for non-emergency work
- Routine non-emergency onsite service when we have 1-3 days advance notice

In the event of acts of god, strikes, lockouts, labor stoppage or other labor difficulties, explosions, sabotage, accidents, riots or civil unrest, acts of war, acts of terrorism, fire, flood or other casualty, governmental moratorium, legal requirement, delay or disruption caused by the other party, or any other cause or causes beyond such party's reasonable control and CTC cannot comply with the Standard Response Time, CTC will contact the Client within the aforesaid time frames and advise the Client when CTC will be able to address the issues.

5. The attached Terms and Conditions are made a part herein by reference. CTC reserves the right to modify its Terms and Conditions and shall update the same on its website and the updated Terms and Conditions shall be made a part of this Agreement; CTC shall provide notice to the Client of any modifications to the Terms and Conditions and it shall be the Client's duty and responsibility to review CTC's website at the following location, URL: <http://www.currenttech.net/terms.pdf>. By signing this Agreement the Client represents that it has read and understood its obligations under this paragraph and the Terms and Conditions.

6. Breach and Enforcement. In the event of a breach of this Agreement, the non-breaching party's continued obligations under this Agreement shall not be relieved until and unless the breach is cured. The breaching party shall be required to pay all damages, expenses and costs incurred by the non-breaching party, including attorney's fees and court costs incurred in enforcing this Agreement. The Parties understand, acknowledge and agree this Agreement is being entered into in DuPage County Illinois and all such actions to enforce the terms of this Agreement shall occur within DuPage County Illinois.

7. Covenant Not to Solicit CTC's Employees. Client understands that in order to better serve the Client, CTC may elect to assign an employee or consultant to perform the Maintenance Service. At CTC's request, the Client shall provide sufficient space for CTC to work at the Client's office in order to perform CTC's Work under this Agreement. Client will come in contact with and have access to, during the term of Agreement, CTC's employees and consultants. Client shall not directly or indirectly, during term of this Agreement and for a period of two (2) years thereafter, contact, solicit, employ or contract with, or cause a third party to contact, solicit, employ or contract with, any employee of CTC or consultant. This provision shall survive the termination of this Agreement.

8. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

9. Notices. All notices and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, mailed by certified or registered mail (postage prepaid, return receipt requested), sent prepaid by reputable overnight courier or sent by confirmed telecopier, addressed as follows:

if to CLIENT: Village of Stickney
Attn: Police Department
6533 Pershing Road
Stickney, Illinois 60402

with copy to: Del Galdo Law Group, LLC
Attn: Michael T. Del Galdo
1441 S. Harlem Avenue
Berwyn, Illinois 60402

if to CTC: CTC
1423 Centre Circle
Downers Grove IL 60515

Email: _____

or to such other address and/or such other addressee as any of the above shall have specified by notice hereunder. Each notice or other communication which shall be delivered personally, mailed or telecopied in the manner described above shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. Amendments and Modifications. This Agreement may not be amended, modified or changed in any respect except in writing duly signed by the party against whom enforcement of such amendment, modification or change is sought.

11. Binding Effect; Benefits. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, transferees, successors and permitted assigns. The party executing this Agreement hereby represents and warrants that it has the requisite authority to execute the Agreement on behalf of, and to bind, the entity it is executing the Agreement. In the event a Party to this Agreement or its successors or assigns or a third party seeks to challenge the authority of the individual(s) who executed this Agreement, the party to whom the challenge is made as to the requisite authority shall be responsible to seek to enforce this Agreement and take all steps necessary to effectuate the acceptance of this Agreement by the challenged Party.

12. Entire Agreement. This Agreement constitutes the sole and entire Agreement of the parties with respect to the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts.

14. Term of Agreement. This agreement shall be in effect for one (1) year. This agreement may be renewed for one (1) additional year, subject to the written approval of both parties, which may reflect a change in pricing based on alterations of the Equipment list during the initial term. The parties agree to negotiate in good faith regarding the terms and conditions of the renewal period. In no event shall this agreement automatically renew.

From 11-1-16 to 10-31-17

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Current Technologies Corporation:

Client:

By: [Signature]
Title: President
Date: 11-15-16

By: _____
Title: _____
Date: _____

Refusal of Maintenance Agreement -

IN WITNESS WHEREOF, the client has DECLINED this Agreement as of the Date shown below and all maintenance will be billed at time and materials.

Current Technologies Corporation:

Client:

By: _____
Title: _____

By: _____
Title: _____
Date: _____

Stickney-Forest View Lions Club

Over 64 Years of Service



1952



2016



November, 2016

Dear Mayor & Board of Trustees,

The Stickney Forest View Lions will be conducting a Holiday Lights Recycling for Sight event in our communities. We would like to request permission to distribute fliers in the Village of Stickney informing the residents of this event. In addition I would also like to request permission to place a container in the lobby of the Village Hall to collect any lights that our residents drop off. A member of the Stickney Forest View Lions club will stop by occasionally to pick up any donations. I would like to container to be in the lobby until Friday, January 13, 2017. We will also have additional drop off stops in our service area.

Our recycling event will not only benefit the environment, but will also benefit the programs and services offered by our Lions of Illinois Foundation. The Foundations offers support to individuals with vision and hearing impairments throughout the state of Illinois.

Thank you for your consideration.

Maryanne O'Reilly
Lion Maryanne O'Reilly
Stickney Forest View Lions Club
[Redacted]