

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
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Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Tuesday, December 5, 2023

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. Pass and Approve Ordinance 2023-21, "An Ordinance Authorizing and Approving the Assignment of a Redevelopment Agreement for 3800 Cicero Avenue, Stickney, Illinois for the Village of Stickney, County of Cook, State of Illinois"
7. Pass and Approve Ordinance 2023-22, "An Ordinance Regarding the Illinois Paid Leave for All Workers Act for the Village of Stickney, County of Cook, State of Illinois"
8. Approve Resolution 19-2023, "A Resolution Authorizing and Approving a Certified Water System Operator Contract by and Between Walter Dowling and the Village of Stickney"
9. Report from the Mayor
10. Report from the Clerk
 - a. Approval of the 2024 Regular Board Meeting Schedule
 - b. Approval of the 2024 Village of Stickney Holiday Schedule
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
13. Public Comments
14. Adjournment

Posted December 1, 2023

November 21, 2023

**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, 2023, at 7:05 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Savopoulos moved, duly seconded by Trustee White to approve the minutes of the regular board meeting held on Tuesday, November 5, 2023.

**Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
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 Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.**

Trustee Torres moved, duly seconded by Trustee Hrejsa to grant the request to hire two (2) Probationary Police Officers.

**Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.**

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to Approve Resolution 17-2023, "A Resolution Authorizing and Approving a Maintenance Engineering Services Agreement by and Between Frank Novotny & Associates, Inc. and the Village of Stickney."

**Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.**

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Approve Resolution 18-2023, "A Resolution Authorizing and Approving the Appropriated Sum of \$44,750.00 of Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways Under the Applicable Provisions of Illinois Highway Code from 05/01/23 to 04/30/24."

Upon the roll call, the following Trustee voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

Prior to the vote, Village Attorney Jessica Fese explained that this resolution approves the purchase of salt for the roadways for the winter. The cost has been increasing.

MAYOR'S REPORT: The Mayor thanked everyone for being here. He wished the people a Happy Thanksgiving. A thank you was extended to all the volunteers. We will have dinner for them in February. He proceeded with a special recognition to our crossing guard Sandy Lavato. She was pictured in our latest newsletter. She does an amazing job. He received a call from Kathy who actually dives through Stickney from Chicago where she lives. She teaches in public schools. Because Central Avenue is under construction, she now has to travel through Stickney to get to Harlem. When she is at 41st and Oak Park there is Sandy waving at all the cars. It makes your day. Kathy decided to make the call to recognize this crossing guard and how wonderful she is. Sandy is waving at everybody. The Mayor asked the driver, Kathy, to come to a board meeting and tell her story when he was going to recognize the Crossing Guard Sandy.

The Mayor told us about a circumstance where he saw Sandy give an elderly gentleman a hug after a brief conversation.

Sandy Lavato was asked to stand while the Mayor read the following honorable mention to her: "In recognition to your unwavering dedication going above and beyond as our crossing guard weathering the elements.....cold, rain snow, heat....whatever it takes. Your pleasant demeanor of waving and smiling at those that pass by on their way to work or school. Thank you again, Sandy. You are such a great motivation to the Village of Stickney. We are proud to have you as one of our employees. Signed, Jeff Walik, Mayor, Village of Stickney."

Deputy Police Chief Figueroa informed us that of all the crossing guards that he has hired over the years, Sandy is by far one of the best.

Sandy addressed the audience and told us that she tries to be there every day. She told us that her husband surprised her with a trip. She told him to change it because she had to take care of the kids. But we are going to Florida for the Bears game and the reservations were made. She tried to negotiate meeting him out there. None the less, she had to take off. I do this from the bottom of my heart, she said. That it makes her so happy when people tell her it makes them smile. A smile or a wave could make someone feel better. That is what the world is all about. She extended her thanks.

CLERK'S REPORT: The Clerk said that Sandy is a Stickney ambassador and thanked her. The clerk then explained that last Friday she attended the Koppers Inc. Community Advisory Panel Meeting. There were a few of us in attendance. These meetings will be held quarterly at the YMCA. What they are trying to do is let people know in the community as much as possible about Koppers as there is to know. They invited us along with 20 other community leaders. There will be homework in order to learn about chemicals. I actually attended one of these meetings in November 2009 when I was a brand-new clerk. It is now being facilitated by a woman who has a business of organizing groups to bring information. I will continue to report on this.

TRUSTEE REPORTS: All the trustees congratulated Sandy and wished everyone a Happy Thanksgiving.

Trustee Hrejsa: He thanked all our volunteers.

Trustee Kapolnek: He thanked Chief Boyajian, Sam Alanzo, Public Works for helping pick up the frozen turkeys for Saint Pius Church. They received 14 turkeys from Jewel.

Trustee Torres: We will be having the Senior Christmas luncheon on Saturday, December 9 along with the Children's Christmas party at the Stickney North Clinic. There are flyers in the lobby. It is for Stickney residents only. There will be Pet Photos With Santa on December 16 at 1:00. She thanked Ed Dabrowski for taking pictures at all our events.

Trustee Milenkovic: He thanked Sandy and wished everyone a Happy Thanksgiving.

Trustee Savopoulos: He wanted to say that he is thankful for all his friends and family and Sandy.

Trustee White: He appreciates Sandy's greetings on the corner. He wanted people to have a safe Thanksgiving. The garbage pick up is delayed one day this week.

The Mayor thanked all the first responders for attending the meeting.

DEPARTMENT REPORTS:

Public Works Sam Alanzo: The leaves will continue to be picked up until the beginning of December. The crosswalk striping was done this week.

Fire Chief Jeff Boyajian: The Chief acknowledged Sandy for her warm greetings. He warned people to not cook their turkeys in a deep fryer indoors.

Police Chief James Sasseti: The Chief told us he also gets calls from people concerning Sandy. He warned people that street sweeping is still in effect. He asked that people respect the signs. He wished all a Happy Thanksgiving and to have an enjoyable holiday with friends and loved ones.

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 to adjourn at 7:30 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this ____ of _____, 2023

Jeff Walik, President

Village of Stickney
Warrant Number 23-24-15

EXPENDITURE APPROVAL LIST
 FOR VILLAGE COUNCIL MEETING ON
 December 5, 2023

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		71,502.65
02 WATER FUND		68,466.37
03 MOTOR FUEL TAX FUND		29,267.16
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		413,578.72
09 BOND & INTEREST FUND		-
	Subtotal:	582,814.90
General Fund Payroll	11/30/2023	283,538.87
Water Fund Payroll	11/30/2023	22,089.65
	Subtotal:	305,628.52
Total to be Approved by Village Council		888,443.42

Approvals:

 Jeff Walik, Mayor

 Audrey McAdams, Village Clerk

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 11/18/2023 Through 11/30/2023

Check Number	Vendor Name	Effective Date	Check Amount
507894	Aero Removals	11/20/2023	400.00
507895	Airgas USA LLC	11/20/2023	1,514.09
507896	ANDERSON PEST SOLUTIONS	11/20/2023	172.05
507897	The Blue Line	11/20/2023	298.00
507898	Citizens Bank	11/20/2023	4,539.52
507899	Comcast	11/20/2023	629.30
507900	Corneliu Covaliu	11/20/2023	308.00
507901	Executive Gift Selection	11/20/2023	2,096.00
507902	Infinity Signs	11/20/2023	400.00
507903	Laner Muchin	11/20/2023	50.00
507904	Lenny's Gas N Wash Cicero and Pershi...	11/20/2023	646.20
507907	Minuteman Press of Lyons	11/20/2023	187.20
507908	Mitchell Wido Investigative Consulting ...	11/20/2023	1,075.00
507909	Municipal Web Services	11/20/2023	288.00
507910	NAPA AUTO PARTS	11/20/2023	90.97
507912	Novotny Engineering	11/20/2023	990.00
507913	RAY O'HERRON CO. INC.	11/20/2023	214.13
507914	Riccio Construction Corporation	11/20/2023	6,861.70
507915	Richard Jaczak	11/20/2023	25.29
507916	Safelite Fulfillment, Inc.	11/20/2023	535.81
507919	VERIZON	11/20/2023	2,368.88
507920	Yuritz RC Landscaping Inc	11/20/2023	2,100.00
507921	Air One Equipment, Inc.	11/27/2023	309.00
507922	Anthony T. Bertucca	11/27/2023	900.00
507923	Artistic Engraving	11/27/2023	75.00
507924	B and B Maintenance, Inc	11/27/2023	2,180.00
507925	Bell Fuels, Inc.	11/27/2023	2,592.50
507926	CDW Government	11/27/2023	26.92
507927	Chicago Metropolitan Agency for Plann...	11/27/2023	306.32
507928	Town of Cicero	11/27/2023	17,138.50
507929	ComEd	11/27/2023	613.80
507930	Emergency Medical Products	11/27/2023	753.01
507931	GREGORY BROWN	11/27/2023	300.00
507933	Illinois Association of Chiefs of Police	11/27/2023	305.00
507934	Infinity Signs	11/27/2023	4,160.43
507935	Johnson Controls Security Solutions	11/27/2023	1,921.36
507936	Konica Minolta Business Solutions U.S....	11/27/2023	123.21
507938	Menards - Hodgkins	11/27/2023	86.08
507940	Mitch Milenkovic	11/27/2023	39.51
507941	Occupational Health Centers of Illinois,...	11/27/2023	2,328.00
507942	Radar Man, Inc.	11/27/2023	360.00
507943	RAY O'HERRON CO. INC.	11/27/2023	87.00
507944	Rush Truck Center	11/27/2023	90.73
507945	Safe Response, LLC	11/27/2023	999.99
507946	SCBAS	11/27/2023	675.00
507947	Standard Equipment Company	11/27/2023	1,399.84
507948	The Eagle Uniform Co.	11/27/2023	275.00
507950	THOMSON REUTERS-WEST	11/27/2023	5,116.31
507951	Scott Urbanski	11/27/2023	2,250.00
507952	Village of Lemont	11/27/2023	300.00
Total 01 - General Fund			71,502.65

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 02 - Water Fund
 From 11/18/2023 Through 11/30/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507905	Metropolitan Industries, Inc	11/20/2023	37,155.00
507906	Midwest Chlorinating, Inc.	11/20/2023	6,000.00
507911	NICOR GAS	11/20/2023	323.10
507912	Novotny Engineering	11/20/2023	2,208.75
507914	Riccio Construction Corporation	11/20/2023	18,385.70
507917	Sherwin Williams Co.	11/20/2023	629.58
507918	Standard Equipment Company	11/20/2023	1,025.00
507925	Bell Fuels, Inc.	11/27/2023	1,296.26
507932	Heidelberg Materials	11/27/2023	952.98
507939	Metropolitan Industries, Inc	11/27/2023	490.00
	Total 02 - Water Fund		68,466.37

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 11/18/2023 Through 11/30/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507912	Novotny Engineering	11/20/2023	25,137.64
507929	ComEd	11/27/2023	<u>4,129.52</u>
	Total 03 - Motor Fuel Tax Fund		29,267.16

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
08 - Capital Projects Fund
From 11/18/2023 Through 11/30/2023

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
507912	Novotny Engineering	11/20/2023	2,765.00
507926	CDW Government	11/27/2023	803.39
507937	Lindahl Brothers, Inc.	11/27/2023	<u>410,010.33</u>
	Total 08 - Capital Projects Fund		<u>413,578.72</u>
Report Total			<u><u>582,814.90</u></u>

ORDINANCE NO. 2023-21

AN ORDINANCE AUTHORIZING AND APPROVING THE ASSIGNMENT OF A REDEVELOPMENT AGREEMENT FOR 3800 CICERO AVENUE, STICKNEY, ILLINOIS FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS

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, 3800 South Cicero, LLC (the “Developer”) is the owner of certain real property generally located 3800 Cicero Avenue, Stickney, Illinois (the “Property”); and

WHEREAS, previously, the Village President (the “President”) and the Board of Trustees of the Village (the “Board” and with the President, the “Corporate Authorities”) entered into an agreement with the Developer regarding the redevelopment of the Property (the “Redevelopment Agreement”), incorporated herein by reference; and

WHEREAS, the Corporate Authorities approved Resolution 06-2020 approving the Redevelopment Agreement; and

WHEREAS, the Developer desires to assign its rights, interests and obligations under the Redevelopment Agreement and has provided the Village with an agreement (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, which governs the terms and conditions under which the Developer shall assign its rights, interests and obligations under the Redevelopment 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

WHEREAS, the Corporate Authorities hereby find that it is necessary for conducting Village business and the effective administration of government that the Village authorize the Developer to assign its rights, interests and obligations under the Redevelopment Agreement pursuant to the terms of the Agreement; 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 serve as written consent for the assignment of the Redevelopment Agreement, to authorize the Agreement whereby the Developer may assign its rights, interests and obligations in the Redevelopment Agreement and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement, execute any related documentation, and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. That the Village Board hereby consents to the assignment of the Redevelopment Agreement in accordance with the Agreement, authorizes and directs the President or his designee to execute any additional documentation related to said assignment, and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that 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 terms of this Ordinance do not require the Village to execute, enter into or approve the Agreement or any modified version of the Agreement with covenants, conditions or terms that are not in the best interests of the Village.

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 _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____day of _____, 2023.

Jeff Walik, President

**ATTESTED AND FILED in my
office this __ day of _____, 2023.**

Audrey McAdams, Village Clerk

EXHIBIT A

ASSUMPTION OF REDEVELOPMENT AGREEMENT

THIS ASSUMPTION OF REDEVELOPMENT AGREEMENT (this “**Assumption**”) dated as of the 10th day of November, 2023 (the “**Effective Date**”) by and between 3800 South Cicero, LLC an Illinois limited liability company, (“**Assignor**”) and **Lenny’s Stickney Real Estate Development, LLC**, an Illinois limited liability company (“**Assignee**”).

RECITALS

A. Assignor is currently the owner of certain real property located in the Village of Stickney, Cook County, Illinois, as described on Exhibit A attached hereto (“**Property**”); and

B. Assignor entered into that certain Tax Increment Financing Redevelopment Agreement by and between the Village of Stickney (the “**Village**”) and Assignor, dated October 19, 2021 (“**Redevelopment Agreement**”); and

C. The Redevelopment Agreement provides that there shall be no assignment of the Assignor’s rights and obligations thereunder unless any proposed assignee expressly agrees to assume all of the obligations of Assignor under the Redevelopment Agreement; and

D. The Redevelopment Agreement further provides that Assignor will not be relieved from any obligation set forth in the Redevelopment Agreement unless and until Assignee expressly assumes in writing the obligations of the Assignor and furnishes the Village a copy of such assumption; and

E. Assignor desires to assign the Redevelopment Agreement, and Assignee desires to assume the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. Recitals. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Assumption and are incorporated into and made a part of this Assumption as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations.

Section 2. No Change in Defined Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement.

Section 3. Assumption. As of the Effective Date, Assignee, pursuant to Section 8.19 of the Redevelopment Agreement, will and hereby does assume and agree, throughout the Term of the Redevelopment Agreement, to abide by all remaining executor terms and conditions of the Redevelopment Agreement relating to the Project including, without limitation, those terms and conditions set forth in Article 6 of the Redevelopment Agreement. Upon Assignee’s execution and delivery of this Assumption, Assignor shall be released from any obligation or responsibility under the Redevelopment Agreement.

Section 4. Third Party Beneficiaries. Except for the Village and the successor(s)-in-interest, if any, to the Village Note and the Consolidated Village Note, which the parties hereto explicitly recognize as third-party beneficiaries to this Assumption, Assignor and Assignee do not intend, and this Assumption shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assumption.

Section 5. Counterparts. This Assumption may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 6. Governing Law. This Assumption shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Illinois, without regard to its conflict principles.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

ASSIGNOR:

3800 SOUTH CICERO, LLC
An Illinois limited liability company

By: **HPI MANAGEMENT, INC.**, its manager

By: **Rick E. Heidner**, its President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 10th day of November, 2023, before me, personally appeared Rick E. Heidner, personally known, who being by me duly sworn did say that he is the President of HPI Management, Inc. an Illinois limited liability corporation, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this Assumption pursuant to all requisite authorizations as of the date first above written.

ASSIGNEE:
LENNY'S STICKNEY REAL ESTATE DEVELOPMENT, LLC, an Illinois limited liability company

[Name]
[Its]

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20__, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the _____ of _____, a _____, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

ORDINANCE NO. 2023-22

AN ORDINANCE REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT FOR THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS

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 Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*) (the "Act"); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 *et seq.*); and

WHEREAS, the Act does not include any express limitation on the Village's home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the Village recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") have determined that applying the Act to Village employees will negatively impact the Village and place an undue financial and operational burden on the Village's ability to provide uninterrupted services to its residents; and

WHEREAS, the Corporate Authorities believe and hereby declare that it is in the best interests of the Village to clearly define the paid leave benefits that Village employees shall receive and to opt out of the Act;

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: PAID LEAVE POLICY.

The Village hereby adopts its current paid leave policy for all Village employees as set forth in the Village's Code of Ordinances, Employee Handbook, Annual Salary Ordinances, any collective bargaining agreements to which the Village is a party and all other binding legislative actions governing paid leave adopted by the President and Board of Trustees of the Village, as the same may be amended from time to time. However, in no event shall the Village, as an employer, provide less than one (1) day of paid leave per year to any Village employee.

SECTION 3: DECLARATION.

Pursuant to the Village's home rule authority, the Village hereby declares that the Village, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*). The Village, as an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Act, except those obligations required by federal and/or state law which validly preempt the Village's home rule authority.

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 _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2023.

Jeff Walik, President

**ATTESTED AND FILED in my
office this __ day of _____, 2023.**

Audrey McAdams, Village Clerk

EXHIBIT A

PAID LEAVE FOR ALL WORKERS ACT

Effective January 1, 2024



The Paid Leave for All Workers Act, Public Act (P.A.) 102-1143, will require employers, including municipalities, to provide 40 hours of paid leave to employees on an annual basis.

ESTABLISHING A MINIMUM PAID LEAVE STANDARD

Beginning January 1, 2024, employers must provide employees one hour of paid leave per 40 hours worked and allow them to carry over up to 40 hours of paid leave annually. Employers may set a minimum increment of no more than two hours per day for the use of paid leave. Paid leave accrued may be taken for any reason without documentation, but employers may set leave policies that require employees to provide notice of seven days for foreseeable leave and as soon as possible for unforeseeable leave.

MUNICIPAL PAID LEAVE ORDINANCES

The Act does not require municipalities to pass paid leave ordinances. The Act does not apply to employers, including municipalities, covered by a current ordinance that requires them to provide any form of paid leave to their employees.

NON-HOME RULE MUNICIPALITIES

Non-home rule municipalities currently have authority to adopt leave ordinances for their own municipal employees, but such ordinances do not apply to other employers within the community. Those other employers will be required to provide 40 hours of paid leave annually, as outlined in the Act. If a non-home rule municipality adopts a leave ordinance for their own employees after the Act's effective date, the ordinance must comply with the minimum paid leave standard outlined in the Act.

HOME RULE MUNICIPALITIES

Home rule municipalities currently have authority to adopt paid leave ordinances that apply to all employers within their community and may continue to adopt alternative ordinances after this Act's effective date. However, employers will be required to comply with both local and state standards if those ordinances do not meet the state's minimum required benefits. Nothing in this Act preempts a home rule municipality from adopting ordinances providing broader or more expansive paid leave requirements for employers within that specific community.



EMPLOYER RESPONSIBILITIES UNDER PAID LEAVE FOR ALL WORKERS ACT

Employers will be required to maintain records documenting hours worked, paid leave accrued and taken and the paid leave balance for each employee for at least three years. Employers will also have notification responsibilities including posting a physical notice summarizing the Act, information on filing a complaint and supplying employees with notice of their amount of accrued time. Additionally, employers will be barred from retaliating against employees for using paid leave.

Employers will be subject to penalties for violations of the Act including fines of up to \$1,000 per violation of the Act's posting and notice requirements, up to \$2,500 for all other violations and possible civil penalties and damages to the employee.

EXCEPTIONS TO PAID LEAVE POLICY

The Act does not preempt or alter leave benefits subject to current collective bargaining agreements. The Act does not apply to federal employees, or school district and park district employees. Other excluded workers include: independent contractors, railroad employees subject to railroad unemployment insurance or the Railway Labor Act, part-time student employees who are employed by a college or university and short-term employees at institutions of higher education.

ADDITIONAL RESOURCES

The Illinois Department of Labor (IDOL) will monitor employer compliance and enforce the Act ([more information available via this link](#)). IDOL has compiled a list of Frequently Asked Questions about the Act ([available via this link](#)) and those particularly applicable to municipal employers are listed below. Specific questions or comments related to the Act can be submitted by email to IDOL at DOL.PaidLeave@illinois.gov.

FREQUENTLY ASKED QUESTIONS COMPILED BY IDOL

DOES THE ACT APPLY TO PART-TIME EMPLOYEES OR JUST FULL-TIME EMPLOYEES?

The Act doesn't distinguish between part-time, full-time or seasonal employees. Both full-time and part-time employees are covered by this Act. However, employees who work fewer hours may accrue less leave time compared to full-time employees.

MY COMPANY (OR MUNICIPALITY) ALREADY OFFERS EMPLOYEES 40+ HOURS OF PAID LEAVE. DOES MY POLICY NEED TO COMPLY WITH THE OTHER REQUIREMENTS OF THE ACT?

If your company has an existing policy that meets or provides the minimum amount of leave required by the Act (40 hours) in a 12-month period and your employees can in fact take that amount of leave for any reason of their choosing, you do not need to modify the terms of your policy.

IDOL expects to further clarify how existing policies meet expectations of the law in rulemaking.

MUST PAID LEAVE PROVIDED UNDER THE ACT BE PAID OUT UPON AN EMPLOYEE'S TERMINATION, RESIGNATION OR RETIREMENT?

The Paid Leave for All Workers Act (PLAWA) does not require payout of unused leave unless the leave is credited to the employee's paid time off bank or employee vacation account; however, employers should additionally consider their vacation payout obligations under the Illinois Wage Payment and Collection Act.

COOK COUNTY HAS A PAID LEAVE ORDINANCE, BUT MUNICIPALITIES ARE ALLOWED TO OPT OUT OF THAT COUNTY ORDINANCE. ARE EMPLOYERS LOCATED IN MUNICIPALITIES WHICH OPTED OUT REQUIRED TO COMPLY WITH THE ACT?

Yes, if on the effective date of the Act (1/1/24) a municipality does not have an ordinance in place that requires payment of paid sick or paid leave, then employers in that municipality shall be covered by this Act.

MAY MUNICIPALITIES OPT OUT OF PLAWA USING THEIR HOME RULE POWERS?

No. Under the Act, the only circumstance in which a municipality may avoid PLAWA coverage is if they have a local ordinance in effect that provides paid sick or paid leave or, after the effective date, if their local ordinance provides benefits, rights and remedies that are greater than or equal to those provided under the Act.

THIS COULD NEGATIVELY IMPACT LOCAL GOVERNMENTS WITH POLICE AND FIRE PERSONNEL, WHAT ARE THEY SUPPOSED TO DO?

The Act does not prohibit an employer from adopting an evenly applied paid leave policy to allow it to address operational issues and meet safety objectives. Employers of unionized employees can also address these concerns through collective bargaining.

CAN I DENY AN EMPLOYEE USE OF PAID LEAVE UNDER THIS LAW? PUT DIFFERENTLY, IS AN EMPLOYEE ALLOWED TO TAKE LEAVE UNDER THIS ACT IN ANY CIRCUMSTANCE?

Nothing in the Act prohibits an employer from adopting a policy that establishes some parameters for taking leave and limited reasons the employer may deny leave for operational necessity. Any such policy must be communicated to employees, applied equally to all employees and conform with other applicable state and federal laws.

IDOL will seek to provide further clarity regarding this issue in rulemaking.

AT WHAT INCREMENT CAN EMPLOYEES TAKE THIS LEAVE UNDER THE LAW?

An employee may take PLAWA leave at a minimum of two-hour increments, although an employer could choose to allow an employee to take leave in smaller increments. An employer whose existing policy meets the minimum requirement of 40 hours of paid time off for any reason of the Act would not have to modify that existing policy in regards to leave increments.

CAN AN EMPLOYER FRONT LOAD PAID LEAVE TIME AT THE BEGINNING OF THE YEAR?

Yes, an employer may front load paid leave time by giving a full year's worth of leave that meets the minimum requirements of the Act to an employee at the beginning of the year.

An employer may make available the minimum number of hours of paid leave, subject to pro rata requirements, a proportional share of accrued hours, under the law, at the beginning of the year for its employees.

IF OUR BUSINESS WANTS TO FRONT LOAD PLAWA BENEFITS FOR PART-TIME STAFF, DOES THE BUSINESS HAVE TO FRONT LOAD 40 HOURS OR CAN I FRONT LOAD AN AMOUNT PROPORTIONATE TO THEIR WORK SCHEDULE?

Employers may front load PLAWA benefits for part-time employees at a pro rata amount consistent with the employee's work schedule. However, if the employee in fact works more



hours than the employer anticipates, the employee is entitled to accrue more hours at a rate of 1 hour of paid leave for every 40 hours worked, up to 40 hours for the 12-month period. If a part-time employee works fewer hours than anticipated by their employer, the employer may not diminish or recoup used or unused front-loaded paid leave benefits.

CAN AN EMPLOYER REQUIRE EMPLOYEES TO ACCRUE PAID LEAVE TIME OVER THE COURSE OF THE YEAR?

Yes, instead of front loading leave benefits, an employer may allow employees to accrue or earn paid leave time at a rate of one hour of paid leave for every 40 hours worked. Notably, a part-time employee might not accrue the full 40 hours of leave provided for in the law by the end of the year, based on the number hours the employee works.

Example: Employee A works 15 hours per week, 52 weeks per year. They will accrue 19.5 hours of paid leave annually. (15 times 52 = 780 hours worked per year. 780 divided by 40 = 19.5 hours of paid leave.)

WHEN DOES ACCRUAL BEGIN UNDER THE ACT? WHEN CAN EMPLOYEES START TAKING PAID TIME OFF?

The Act takes effect January 1, 2024. Accrual begins upon the start of employment or January 1, 2024, whichever is later. Employees are entitled to begin using the accrued paid leave after 90 days. If an employee begins accruing paid leave on January 1, 2024, the first day they could take that paid time off would be March 31, 2024.

Example: The Paid Leave for All Workers Act takes effect January 1, 2024. Six months later, Employee B starts a new job on July 1, 2024, and works 40 hours per week. They start accruing paid leave on their first day (July 1) but must wait 90 days (until September 29, 2024) before taking any of their accrued paid leave.

Example: Employee C has worked for their employer since 2019 but did not previously get paid time off. Employee C will begin accruing paid time off beginning January 1, 2024 (the effective date of the Act.)

HOW DOES ACCRUAL APPLY TO EMPLOYEES WHO WORK MORE THAN 40 HOURS IN A WEEK BUT ARE EXEMPT FROM THE OVERTIME REQUIREMENTS OF THE FEDERAL FAIR LABOR STANDARDS ACT?

Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act (29 U.S.C. 213(a)(1)) shall be deemed to work 40 hours in each workweek for purposes of paid leave time accrual if they regularly work 40 or more hours in a workweek. If such employee's regular workweek is less than 40 hours, their paid leave time accrues based on the number of hours in their regular workweek.

IF AN EMPLOYER ALLOWS EMPLOYEES TO BORROW AGAINST FUTURE ACCRUAL, THEREBY MAKING THE EMPLOYEE'S PAID LEAVE BALANCE GO NEGATIVE, CAN THE EMPLOYER MAKE THE EMPLOYEE REPAY THE PAID LEAVE IF THE EMPLOYEE TERMINATES BEFORE THEY HAVE EARNED THAT LEAVE?

An employer may only make an employee repay borrowed accrued leave if that policy is disclosed in the employer's written paid leave policy and the employee agrees to that policy in writing prior to taking any leave. All payroll deductions must comply with the requirements of the Illinois Wage Payment and Collection Act.

IF AN EMPLOYER FRONTLOADS AN EMPLOYEE'S PAID LEAVE AT THE BEGINNING OF THE 12-MONTH PERIOD, AND THE EMPLOYEE USES ALL OF THEIR LEAVE AND THEN QUILTS BEFORE THE END OF THE 12-MONTH PERIOD, CAN THE EMPLOYER MAKE THE EMPLOYEE REPAY THE PAID LEAVE?

No, the law does not allow an employer to make an employee repay paid leave time that was frontloaded at the beginning of the 12-month period. Benefits that have already been provided may not be retroactively diminished.

HOW CAN AN EMPLOYER TRACK THE TIME REQUIRED UNDER THIS ACT VERSUS OTHER BENEFIT TIME GIVEN TO THE EMPLOYEE?

The Act requires employer tracking of paid time off for any reason. If the employer chooses to offer paid sick time or other forms of paid time off in addition to paid leave, they should track that too as a best practice, but it is not covered by this Act.

IS THERE A DIFFERENCE BETWEEN "VACATION" AND "PTO" (PAID TIME OFF)?

Generally speaking, PTO is leave that can be taken for any reason or no reason at all and may not have to be paid out to an employee upon separation. Leave specified as "vacation" leave is subject to pay out pursuant to Section 4 of the Wage Payment and Collection Act.

HOW WILL PLAWA INTERACT WITH FMLA?

The Family and Medical Leave Act (FMLA) is unpaid job protected leave that can only be used by covered employees in covered circumstances. Employees going on FMLA may use PLAWA time concurrently during their FMLA leave. [All FMLA questions should be directed to the [United States Department of Labor](#)]

HOW DOES CARRY OVER, ALSO KNOWN AS "ROLL OVER," WORK UNDER THIS LAW?

Employees are allowed to carry over or roll over unused, accrued leave from one year to the next under this law. However, there is no obligation for the employer to offer more than 40 hours of paid leave off in a year. An employer may offer more than the 40 hours off if they choose.

HOW DOES THIS LAW INTERACT WITH OTHER UNPAID LEAVE PROTECTIONS?

An employee covered under the Act is entitled to use paid leave under the Act before using unpaid leave under any employer policy or other state law.

WHEN WILL IDOL HAVE RULES IN PLACE FOR THIS ACT?

The Department anticipates filing a draft of the rules before the effective date of this Act. Under the rulemaking process there will then be a public comment period on those rules and a time period for the Department to make any changes. Finalized rules should be in place before March 31, 2024.

WHEN WILL THE NOTICE THAT IS REQUIRED IN THE ACT BE AVAILABLE FROM THE DEPARTMENT?

The required notice will be on our website by the end of 2023.



RESOLUTION NO. 19-2023

A RESOLUTION AUTHORIZING AND APPROVING A CERTIFIED WATER SYSTEM OPERATOR CONTRACT BY AND BETWEEN WALTER DOWLING AND 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 resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, rules and regulations; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") are committed to providing clean water to Village residents and businesses; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") requires the Village to designate a certified water operator for the management of the Village's public water supply; and

WHEREAS, the certified water operator is responsible for the review and approval of certain drinking water testing reports (the "Services"); and

WHEREAS, Mr. Walter Dowling ("Dowling") is a certified water operator who has provided the Services to the Village in the past; and

WHEREAS, Dowling has provided the Village with a certified water system operator contract (the "Agreement") for the Services, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interests of the Village and its residents to enter into the Agreement with Dowling for the Services; 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 Agreement whereby Dowling will provide the Services to the Village, 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 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 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.

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]

ADOPTED this ____ day of _____ 2023, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2023.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"

MEMO

To: Village of Stickney
6533 W Pershing Road
Stickney, IL 60402

Attn: Mayor & Board of Trustees

From: Tim Geary, P.E.

CC: Joe Lopez, PW Supervisor, #22316

Date: 11/18/2023

Re: Interim Water Operator – 2024-2026 Contract

Dear Mayor & Board Members,

As required by the IEPA, the Village is required to formally designate a certified water operator for the management of the Village's Public Water Supply. The certified water operator is responsible for review and approval of certain drinking water testing reports (i.e., coliform, lead, chlorine, and URCMR5) as required by the IEPA. Since 2020, as approved by the IEPA, the Village has used a contracted certified water operator to for IEPA compliance.

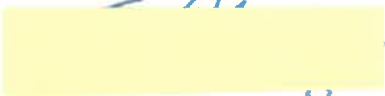
The Village has previously entered into contract agreements with Mr. Walter Dowling (Certified Operator ID #115591038) to provide certified water operator services. Mr. Dowling currently works for both the Central Stickney and South Stickney Sanitary Districts.

The proposed (and current) compensation for furnishing certified water operator services are as follows:

Monthly Fixed Rate = 13 Hours @ \$50.00/Hour = \$650.00
(On site Monday, Wednesday, and Friday mornings)
Vehicle Expenses = Village Provides a Tank of Gas/Week

The current water operator services contract expires on 12/31/23, therefore please find attached a copy of the proposed 2024-2026 Certified Water Operator contract for your review and approval. This is a standard IEPA approved contract for outsourced water operator services.

Respectfully



Tim Geary, PE
Village Engineer



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 NORTH GRAND AVENUE EAST, P. O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397
JOHN J. KIM, DIRECTOR
JB PRITZER, GOVERNOR

November 2, 2023

JOF LOPEZ
6533 WEST PERSHING ROAD
STICKNEY, IL 60402

Re: **ILR313090, STICKNEY** – Expiration of Contract for Responsible Operator in Charge

Dear Water Supply Official:

The contractual operator agreement between STICKNEY and WALTER DOWLING will expire on December 31, 2023. In order to fulfill state requirements, your Community Water Supply (CWS) must submit a copy of a new contract to the Illinois EPA to review and approve. Please send a complete contract as soon as possible to:

kevin.perkowitz2@illinois.gov (preferred) or
Illinois EPA - BOW/CAS #19 (attention: Kevin Perkowitz)
1021 North Grand Avenue East
Springfield, IL 62702

The contractual agreement must reflect current regulations and must be signed by the appropriate parties. A current contract template example can be found on Illinois Rural Water Association's website under "Other Stuff," at the following link: <https://www.ilrwa.org/Downloads.htm>.

Pursuant to 35 Ill. Adm. Code 681, Each CWS is required to have a Responsible Operator in Charge (ROINC) on staff at all times. A CWS that employs a contract operator must have a written contract delegating joint responsibility and authority between the owner and the contract operator. The owner of the CWS must submit any ROINC change within 15 days, or a contract between the owner and the current contract operator to the Illinois EPA within 30 days following the execution of the contract. The Illinois EPA will have 45 days following receipt of the contract to either approve or disapprove the contract.

If you have any additional questions, please contact Tatum DeMay at tatum.deMay@illinois.gov or by phone at 217-558-0903.

Sincerely,

[Redacted Signature]
Tatum DeMay
Compliance Assurance Section
Division of Public Water Supplies
Bureau of Water

cc: WALTER DOWLING

4302 N. Main Street, Rockford, IL 61103 (815) 987-7760
595 S. State Street, Elgin, IL 60123 (847) 608-3131
2125 S. First Street, Champaign, IL 61820 (217) 278-5800
2009 Mill Street Collinsville, IL 62234 (618) 346-5120

9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
2309 W. Main Street, Suite 216, Mazon, IL 62959 (618) 993-7200
100 W. Randolph Street, Suite 4-500, Chicago, IL 60601

CERTIFIED WATER SYSTEM OPERATOR CONTRACT
(FOR CONTRACTUAL OPERATION OF PUBLIC WATER SUPPLY)

WHEREAS, the Village of Stickney, Illinois, hereinafter designated as the Supply, is desirous to employ a certified water plant operator; and

WHEREAS, Walter Dowling, #115591038 Illinois, hereinafter designated as Independent Contractor, is capable of performing the duties required of a certified water system operator in the State of Illinois, and

WHEREAS, said Village of Stickney and Independent Contractor have entered into an agreement for employment for such position of certified water system operator on the following terms and conditions:

1. That said Independent Contractor, Walter Dowling, is the holder of an Illinois EPA Class C Certificate as a public water supply operator and that the said Village of Stickney requires the services of such a person in the operation of its water system.
2. That said parties herein agree that said Independent Contractor will be responsible for operations of the Village of Stickney in accordance with the rules and regulations of the Illinois Environmental Protection Agency.
3. Said Independent Contractor hereby agrees to act as the Certified Water Plant Operator on a contractual basis for said Village of Stickney.
4. It is further agreed among the parties herein that Walter Dowling is an Independent Contractor and is not an employee of the Village of Stickney and is not subject to employee provisions of employment by said Village of Stickney.
5. It is further agreed that this Contract shall be effective on January 1, 2024 and shall be fully operative and binding on all parties to this Contract until December 31, 2026 or canceled by either party by giving 14-day notice in writing by certified U. S. Mail, postage prepaid.
6. That said parties agree to the requirements set forth in the addendum to this agreement in regard to the responsibilities of both parties.
7. That this agreement and its addendum have been approved by the Illinois Environmental Protection Agency.

This Contract entered into this _____ day of _____, 2023 by the parties hereinbelow mentioned.

Title: Joseph Lopez, PW Supt. (AC)
Owner (OW), Official Custodian (OC), OR Administrative Contact (AC)

Walter Dowling
Printed name of Contract Operator (Independent Contractor)

Signature of Contract Operator (Independent Contractor)

ATTEST:

Audrey McAdams, Village Clerk

ADDENDUM TO CONTRACTUAL PUBLIC WATER SUPPLY AGREEMENT

1. Information Regarding Parties Involved:

Community Water Supply Information:

Name of Supply: Stickney

System ID #: IL031300

Official Custodian: Jeff Walik, Mayor

Administrative Contact: Joe Lopez, Supt. of Public Works

Name of System Contact: Joe Lopez, Supt. of Public Works

Mailing Address: 6533 W Pershing Road, Stickney, IL 60402

Phone Nos:

Official Custodian: 708-749-4400

Administrative Contact: 312-519-8947

Emergency Contact: Sam Alonzo, Public Works – 224-651-1306

Email:

jwalik@villageofstickney.com

jlopez@villageofstickney.com

salonzo@villageofstickney.com

Certified Public Water Supply Operator

Name of Certified Operator: Walter “Wally” Dowling

Operator 9-digit ID number: 115591038

Mailing Address: 8436 S. Moody Avenue, Burbank, IL 60459

Phone: 708-932-4655

Emergency Contact: 708-424-8681

Email: wallyv@southstickney.com

2. Starting Date of Agreement:

Starting Date: January 1, 2024

The Owner, Official Custodian, or Administrative Contact of the community water supply must submit this contract delegating responsibility and authority to the contract operator to the IEPA (hereafter known as the Agency) for approval within thirty (30) days following the execution of the contract.

Submit contract to the following address:

Illinois EPA, Drinking Water Compliance Assurance Section #19, 1021 North Grand Avenue East, Springfield, Illinois 62794-9276.

The Agency shall, not later than 45 days following the receipt of this contract, provide written notice to the community water supply of its decision to approve or disapprove the contract.

3. Expiration Date of Agreement:

Expiration Date: December 31, 2026

This contract must include an expiration date. While there is no required length of duration for this contract, the expiration date should be agreeable to both the community water supply and the contract operator.

If any contract approved by the Agency is terminated before the expiration date in the contract, the Owner, Official Custodian, or Administrative Contact of the community water supply **and** the contract operator must provide written notice to the Agency no less than 15 days before the contract is terminated.

The contract operator will be on-site a minimum of three (3) times per week with additional visits scheduled as may be required. The contract operator will also be available 24hours/seven days a week in the event of emergency.

4. The Duties and Responsibilities of Each Party Involved:

Community Water Supply Duties and Responsibilities will include but not be limited to:

- A. Provide all needed manpower and equipment required to maintain proper day-to-day operation of the community water supply.
- B. Provide labor and materials for correcting any maintenance and/or operational problems.
- C. Provide necessary monetary funds to cover the costs of requirements outlined in A and B.
- D. Ensure that all projects requiring construction and operating permits meet Agency requirements.
- E. Ensure that all NPDES permit effluents are being met (if applicable).
- F. Party will ensure that the community water supply remains in compliance with, but not limited to, the following:
 - Design, Operation and Maintenance Criteria, 35 Ill. Adm. Code 653
 - Raw and Finished Water Quality and Quantity, 35 Ill Adm. Code 654
 - Primary Drinking Water Standards, 35 Ill. Adm. Code 611
 - Permits, 35 Ill. Adm. Code 652
 - Emergency Operation Requirements found in 35 Ill. Adm. Code 607.103
 - (Portions of or all of the above may also be included in the contractual operator duties.)
- G. Provide manpower for daily equipment checks.

- H. Provide manpower for the collection of all required samples and submission of these samples to a certified laboratory for analysis (This provision may be listed as a responsibility of the contractual operator, if both parties agree.)
- I. Provide a spare parts inventory.
- J. Maintain copies of all pertinent reports and records at the treatment plant or other system facility site.
- K. Maintain and implement an up-to-date Emergency Operating Plan (EOP).
- L. Provide manpower to perform preventive maintenance on equipment as recommended by the manufacturer.

Contractor operator duties and responsibilities will include but not be limited to:

- A. Performing the required number of visits (or hours) as specified in this agreement.
- B. Maintaining proper records of the specified visits.
- C. Must maintain and submit in a timely manner to the Agency all required operating records and reports. These records and reports include, but are not limited to:
 - Consumer Confidence Report
 - Drinking Water Compliance Monitoring Reports
 - Discharge Monitoring Reports (if applicable)
 - Monthly Operating Reports
- D. In addition to the specified visits, the contractual operator must also ensure a means of communication for the community water supply and/or regulatory agencies in the event of routine or emergency operational problems.
- E. Ensure by personal action or by directives to system personnel that system is being operated in a manner that provides for the safe and proper production and distribution of potable water.
- F. Ensure by personal action and by directives to system personnel that all necessary and required routine operational control testing is being performed.
- G. Issues boil orders (when required). This includes notification of affected water system customers by appropriate means, the Illinois Environmental Protection Agency regional office, and the local and/or county public health department, per regulatory guidelines.
- H. Issue public notices (when required). This includes notification of affected water system customers, the Illinois Environmental Protection Agency Compliance Assurance Section, and local and/or county public health department. The Illinois Dept. of Public Health must also be notified in certain situations.
- I. Responding to Agency requests for information, site visits, or any other requested data.

5. Compensation:

The water operator will be compensated for services provided by the Village of Stickney as follows:

Monthly Fixed Rate = 13 Hours @ \$50.00/Hour = \$650.00
(On site Monday, Wednesday, and Friday mornings)
Vehicle Expenses = Village Provides a Tank of Gas/Week

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees
Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

December 5, 2023

VILLAGE OF STICKNEY

PUBLIC NOTICE

The following is a list of 2024 Schedule of the Regular Sessions of the President and the Board of Trustees of the Village of Stickney, Cook County, Illinois:

January	2	16
February	6	20
March	5	20*
April	2	16
May	7	21
June	4	18
July	2	16
August	6	20
September	3	17
October	1	15
November	6*	19
December	3	17

*March 19, is the Presidential Primary Election. In recognition, the Regular Meeting is being moved to Wednesday, March 20.

*November 5, is the Presidential Election. In recognition, the Regular Meeting is being moved to Wednesday, November 6.

Meetings are called to order at 7:00 p.m. in the Stickney Village Hall at the above address.

This notice complies with the "Open Meeting-Right to Know" law of the State of Illinois.

Respectfully submitted,

Audrey McAdams

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees
Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

2024 VILLAGE OF STICKNEY HOLIDAY SCHEDULE

The Village Hall and Public Works will be closed for business on the following holidays

MONDAY, JANUARY 15, 2024	MARTIN LUTHER KING DAY
MONDAY, FEBRUARY 19, 2024	PRESIDENT'S DAY
MONDAY, MAY 27, 2024	MEMORIAL DAY
WEDNESDAY, JUNE 19, 2024	JUNETEENTH
THURSDAY, JULY 4, 2024	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2, 2024	LABOR DAY
MONDAY, OCTOBER 14, 2024	COLUMBUS DAY
MONDAY, NOVEMBER 11, 2023	VETERAN'S DAY
THURSDAY, NOVEMBER 28, 2024	THANKSGIVING DAY
FRIDAY, NOVEMBER 29, 2024	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24, 2024	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25, 2024	CHRISTMAS DAY
WEDNESDAY, JANUARY 1, 2025	NEW YEAR'S DAY