

VILLAGE OF STICKNEY

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

Mary Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

VILLAGE OF STICKNEY REGULAR MEETING BOARD OF TRUSTEES

Tuesday, January 18, 2022

7:00 p.m.

Meeting Agenda

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

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

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2022-01, "An Ordinance Authorizing and Approving the Disposal of Personal Property for the Village of Stickney, Cook County, Illinois"
7. Pass and Approve Ordinance 2022-02, "An Ordinance Amending Chapter 2, Article IV, Section 2-313 and Chapter 46, Article II, Section 46-35, and Creating a New Section 46-43 Related to The Lateral Entry Process and Requirements for Certain Police Officers for the Village of Stickney"
8. Approve Resolution 01-2022, "A Resolution Authorizing The Execution of An Intergovernmental Agreement By and Between the Village of Stickney and the Village of Forest View for the Exchange of Municipal Police Vehicles and a Canine"
9. Approve Resolution 02-2022, "A Resolution Authorizing and Approving an Addendum to a Master Tax-Exempt Lease/Purchase Agreement With U.S. Bancorp Government Leasing and Finance, Inc. Related To The Master Tax-Exempt Lease/Purchase Agreement Purchase of Four (4) Police Squad Cars for the Village of Stickney"

10. Approve Resolution 03-2022, "A Resolution In Recognition of Certain Commitment and Service to the Village of Stickney"
11. Report from the Mayor
12. Report from the Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comments
16. Adjournment

Posted January 14, 2022

January 4, 2022

State of Illinois
County of Cook
Village of Stickney

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

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, January 4, 2022, at 7:03 p.m. via Zoom electric means.

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

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to approve the minutes of the regular board meeting held on Tuesday, December 21, 2021.

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

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

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

Trustee Torres moved, duly second by Trustee Hrejsa to Authorize the Village Board and the Fire & Police Commissioners to Proceed with the Hiring of Two Probationary Patrol Officers off the Current Lateral Police Officer Eligibility List

Upon the roll call, the following Trustees voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa

Nays: None

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor wished everyone a Happy New Year. We were informed that within the next few meetings he will be providing projections for 2022. He thanked Deputy Chief Jaczak for helping us with our Zoom meeting.

CLERK'S REPORT: The clerk provided information she received from U-verse on price increases to be effective January 23, 2022.

TRUSTEE REPORTS: All the trustees extended New Year's wishes.

Trustee Kapolnek: Mentioned that Public Works did a fantastic job cleaning the snow.

Trustee Torres: Informed us that if you need a Covid shot, booster shots or a flu shot you can contact the Stickney Township Health Department. They can make appointments and take care of your needs.

DEPARTMENT REPORTS:

Fire Chief Jeff Boyajian: He wished everyone a Happy New Year. With the cold weather arriving, he asked that people check on their elderly neighbors. The Fire Department can come out and help in any way they could.

Public Works Director Joe Lopez: We were told that we received 4.2 inches of snow over the weekend. He asked that everyone to move their cars in order to help with snow removal.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:13 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2022

Jeff Walik, Mayor

Village of Stickney
Warrant Number 21-22-17

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
January 18, 2022

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		58,383.28
02 WATER FUND		211,276.88
03 MOTOR FUEL TAX FUND		7,843.23
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>277,503.39</u>
General Fund Payroll	1/14/2022	247,434.33
Water Fund Payroll	1/14/2022	<u>20,471.43</u>
	Subtotal:	<u>267,905.75</u>
Total to be Approved by Village Council		<u><u>545,409.14</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 1/1/2022 Through 1/15/2022

Check Number	Vendor Name	Effective Date	Check Amount
504782	Debra Johnson	1/6/2022	973.57
504784	Alta Construction Equipment Illinois LLC	1/6/2022	257.90
504786	Autotime	1/6/2022	922.91
504787	Bell Fuels, Inc.	1/6/2022	1,233.36
504788	CDW Government	1/6/2022	338.81
504789	Comcast	1/6/2022	10.54
504790	CWF Restoration	1/6/2022	150.00
504791	Digital Assurance Certification, LLC	1/6/2022	2,500.00
504792	Forest View Dunkin Donuts	1/6/2022	56.87
504793	Google LLC	1/6/2022	210.00
504794	Helson's Garage Door Store, Ltd.	1/6/2022	3,680.00
504795	Just Tires	1/6/2022	623.45
504796	Knox Company	1/6/2022	1,166.00
504797	Konica Minolta Business Solutions U.S....	1/6/2022	219.55
504798	L.A. Fasteners, Inc.	1/6/2022	186.26
504799	Lyons Pinner Electric Co.	1/6/2022	518.00
504800	Miguel's Landscaping	1/6/2022	415.00
504801	Minuteman Press of Lyons	1/6/2022	220.50
504802	Municipal Web Services	1/6/2022	282.00
504803	N.E.M.R.T.	1/6/2022	350.00
504804	Onsolve, LLC	1/6/2022	5,658.66
504806	SCBAS	1/6/2022	852.50
504807	Shark Shredding, Inc.	1/6/2022	143.10
504808	STAPLES BUSINESS CREDIT	1/6/2022	1,055.03
504809	The Eagle Uniform Co.	1/6/2022	584.00
504810	Zoll	1/6/2022	113.87
504811	Abila	1/13/2022	853.17
504812	Air Comfort	1/13/2022	1,812.50
504813	Autotime	1/13/2022	169.99
504814	Bell Fuels, Inc.	1/13/2022	977.56
504816	CDW Government	1/13/2022	1,793.91
504817	Citizens Bank	1/13/2022	5,639.02
504819	Comcast	1/13/2022	200.98
504821	CWF Restoration	1/13/2022	1,300.00
504822	Dell Marketing L.P.	1/13/2022	361.78
504824	Gas Plus Corp	1/13/2022	323.82
504826	Illinois Roofmasters, LLC	1/13/2022	5,300.00
504827	IPPFA	1/13/2022	795.00
504828	Jack's Inc.	1/13/2022	13.29
504829	Johnson Controls Security Solutions	1/13/2022	240.00
504830	John Babinec	1/13/2022	39.57
504831	Kane, McKenna and Associates, Inc.	1/13/2022	6,087.50
504833	Lyons Pinner Electric Co.	1/13/2022	4,966.62
504834	Menards - Hodgkins	1/13/2022	28.02
504835	Metro Garage, Inc.	1/13/2022	125.00
504837	Municipal Code Corporation	1/13/2022	550.00
504838	Quadient Finance USA, Inc.	1/13/2022	500.00
504840	O'Reilly First Call	1/13/2022	337.19
504841	RAY O'HERRON CO. INC.	1/13/2022	669.81
504843	Schultz Supplies	1/13/2022	134.22
504844	Suburban Fence Inc.	1/13/2022	1,300.00
504845	The Eagle Uniform Co.	1/13/2022	107.75
504846	United Radio Communications	1/13/2022	399.55
504847	Westfield Ford, Inc.	1/13/2022	635.15

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 1/1/2022 Through 1/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
	Total 01 - General Fund		58,383.28

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 1/1/2022 Through 1/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
504783	ALEXANDER CHEMICAL CORPORATION	1/6/2022	39.00
504785	AUTOMATIC CONTROL SERVICES	1/6/2022	178.60
504787	Bell Fuels, Inc.	1/6/2022	616.69
504789	Comcast	1/6/2022	198.12
504805	RW Collins Co.	1/6/2022	5,987.50
504814	Bell Fuels, Inc.	1/13/2022	488.79
504815	Berwyn ACE Hardware	1/13/2022	4.40
504818	City of Chicago	1/13/2022	197,117.58
504820	ComEd	1/13/2022	23.85
504823	ETP LABS INC.	1/13/2022	96.00
504832	L.A. Fasteners, Inc.	1/13/2022	10.96
504836	Monroe Truck Equipment, Inc.	1/13/2022	1,157.81
504839	NICOR GAS	1/13/2022	364.04
504840	O'Reilly First Call	1/13/2022	337.20
504842	Roland Machinery Co.	1/13/2022	4,656.34
Total 02 - Water Fund			211,276.88

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 1/1/2022 Through 1/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
504820	ComEd	1/13/2022	4,422.34
504825	HALL SIGNS, INC.	1/13/2022	3,420.89
	Total 03 - Motor Fuel Tax Fund		7,843.23
Report Total			277,503.39

ORDINANCE NO. 2022-01

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FOR THE VILLAGE OF STICKNEY, COOK COUNTY, 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, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality that owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office: "(1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the city or village by using the material in the personal property; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article"; and

WHEREAS, the Village, as a home rule municipality, also has the authority to sell, discard or otherwise dispose of obsolete personal property; and

WHEREAS, the Village has identified one (1) Police Department (the "Department") vehicle, described in Exhibit A which is attached hereto and incorporated herein (the "Personal Property"), that is no longer useful or necessary; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that the Personal Property is no longer necessary or useful to, or in the best interest of the Village to retain; and

WHEREAS, the Department has requested the authority to sell or dispose of said Personal Property; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business and for the effective administration of government to authorize the sale or disposal of the Personal Property on such terms as determined to be in the best interests of the Village and its residents provided that said Personal Property must be sold or disposed of in "as is" condition;

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

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to authorize the Village to sell or dispose of the Personal Property which is no longer necessary or useful for conducting the business of the Village, or in the best interest for the Village to retain provided that the Personal Property must be sold or disposed of in "as is" condition, and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

SECTION 3. INVOCATION OF AUTHORITY.

This Ordinance is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

SECTION 4. STATE LAW ADOPTED.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

ARTICLE II. AUTHORIZATION

SECTION 5. AUTHORIZATION.

The Corporate Authorities hereby authorize and direct authorized Village personnel to sell or dispose of the Personal Property in "as is" condition and on such terms as determined to be in the best interest of the Village. Village personnel are further authorized to execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Corporate Authorities further authorize the President or his designee to approve and execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to such documentation as is deemed necessary to effectuate the intent of this Ordinance. The President or his designee is authorized to take all actions necessary to carry out the intent of this Ordinance. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Ordinance.

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

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

SECTION 6. 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 7. 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 8. 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 9. 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 10. EFFECTIVE DATE.

This Ordinance shall be effective and in full force immediately after its passage, approval and publication in accordance with Illinois law.

(THIS SPACE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2022.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2022.

Audrey McAdams, Village Clerk

EXHIBIT A

2019 Ford Explorer, VIN#: 1FM5K8AR4KGA29342

ORDINANCE NO. 2022 - ____

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-313 AND CHAPTER 46, ARTICLE II, SECTION 46-35, AND CREATING A NEW SECTION 46-43 RELATED TO THE LATERAL ENTRY PROCESS AND REQUIREMENTS FOR CERTAIN POLICE OFFICERS 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 (the "Illinois Constitution"); and

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of individuals residing in, working in and visiting the Village; and

WHEREAS, the Village is authorized under the Illinois Constitution and Illinois law to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the Corporate Authorities have previously enacted regulations relative to the manner in which police officers are hired for the Village; and

WHEREAS, Section 10-2.1-4 of the Illinois Municipal Code (the "Municipal Code") (65 ILCS 5/10-2.1-4) provides that "[T]he board of fire and police commissioners shall appoint all officers and members of the fire and police departments of the municipality, including the chief of police and the chief of the fire department, unless the council or board of trustees shall by ordinance as to them otherwise provide"; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village to hire more police officers, particularly more police officers that possess certain credentials, special training and/or certifications; and

WHEREAS, as a result of the COVID-19 pandemic and other circumstances beyond the control of the Village, there have been substantial delays in getting entry level police officers trained and certified due to an inability to schedule time at the police academy; and

WHEREAS, despite difficulties and delays in hiring and training new police officers, the Village still needs to hire new police officers, and in some cases, the Village requires said police officers to possess certain credentials, special training and/or certifications; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to create a lateral entry process for police officers, which shall be binding upon the Board of Fire and Police Commissioners, and to hire lateral police officers in order to continue to serve and protect its residents; and

WHEREAS, the Village's home rule authority and Section 10-2.1-4 of the Municipal Code provide the Village with the authority to create a binding lateral entry process; and

WHEREAS, the Corporate Authorities now desire to amend the Municipal Code, Village of Stickney, Illinois (the "Village Code") to create a lateral entry process for police officers, which shall be binding upon the Board of Fire and Police Commissioners;

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

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 2, Article IV, Section 2-313 and Chapter 46, Article II, Section 46-35 of the Village Code, and to create Section 46-43 of Chapter 46, Article II of the Village Code related to the lateral entry process and requirements for certain police officers and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.

AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-313 AND CHAPTER 46, ARTICLE II, SECTION 46-35, AND CREATING A NEW SECTION 46-43 OF CHAPTER 46, ARTICLE II OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 2, ARTICLE IV, SECTION 2-313.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 2, Article IV, Section 2-313 by striking out any language to be removed or repealed and underlining any new language as follows:

Sec. 2-313. – Duties

The board of fire and police commissioners shall have charge of all appointments to the fire and police departments and shall conduct and hold all entrance and promotional examinations in the manner required by law. The board of fire and police commissioners shall also have charge of appointments of all lateral entry police officers as provided for in Section 46-43 of the Municipal Code, Village of Stickney, Illinois.

SECTION 3.1. AMENDMENT OF CHAPTER 46, ARTICLE II, SECTION 46-35.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 46, Article II, Section 46-35 by striking out any language to be removed or repealed and underlining any new language as follows:

Sec. 46-35. – Appointments and promotions.

Appointments to and promotions within the police department, other than to the office of the chief of police, deputy chief and corporal shall be made by the board of fire and police commissioners in the manner provided by law, except that all lateral entry police officers shall be made in compliance with Section 46-43 of the Municipal Code, Village of Stickney, Illinois.

SECTION 3.2. AMENDMENT OF CHAPTER 46, ARTICLE II, BY CREATING SECTION 46-43 (NEW SECTION).

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 46, Article II to create Section 46-43 as follows:

Sec. 46-43. – Lateral Entries in the Police Department.

Section 46-43 shall govern the process for hiring and the qualifications for lateral entry hires and lateral entry transfers of police officers.

Section 46-43.1 – Board of Fire and Police Commissioners – Source of Authority for Lateral Entries for the Police Department.

In accordance with Section 10-2.1-14 of the Illinois Municipal Code (65 ILCS 5/10-2.1-14), the board of fire and police commissioners may prepare and keep a second register of persons who have previously been full-time sworn officers of a regular police department in any municipal, county, university, or State law enforcement agency, provided they are certified by the Illinois Law Enforcement Training and Standards Board and have been with their respective law enforcement agency within the State for at least two (2) continuous years.

Section 46-43.2 – Intent of Process.

The Village recognizes the need to expand the pool of eligible candidates for appointment as police officers to include trained individuals whose knowledge, skills, abilities, and level of experience meet the specific and defined needs to the police department. The chief of police may request that the board of fire and police commissioners solicits applications for lateral entries to the position of police officer when he or she identifies such need. In such circumstances, the provisions of this Section shall apply. It is intended that the call for, evaluation of, and ultimate appointment of a lateral entry candidate who has particular knowledge, skills, abilities, and level of experience will be a more streamlined process that will enable the police department to expeditiously address critical, functional and staffing needs.

46-43.3 – Qualifications for Lateral Entries.

In order to be eligible for a lateral entry, the potential candidate shall:

- A. Be at least twenty-one (21) years of age.
- B. Be currently certified as a full-time law enforcement officer, as established by the officer's previous law enforcement agency and verified by the Illinois Law Enforcement Training and Standards Board and have two (2) years of continuous service as a full-time police officer.
- C. Be a United States citizen or naturalized citizen.
- D. Possess a valid Illinois driver's license and FOID card.

- E. Have fewer than two (2) chargeable accidents within the past thirty-six (36) months at the time of the application. Chargeable accidents are defined as accidents where fault was established by a law enforcement investigative body.
- F. Have no convictions for DUI, driving under the influence of cannabis, or loss of license as a result of a moving violation within the past thirty-six (36) months at the time of the application.
- G. Have no felony convictions.
- H. Have no conviction of domestic related charges.
- I. Have no convictions for serious misdemeanors involving moral turpitude as defined in Section 10-2.1-6 of the Illinois Municipal Code (65 ILCS 5/10-2.1-6).
- J. Have a clean disciplinary record, including but not limited to no sustained violations involving excessive force or dishonesty, including stealing, lying, or being under the influence of alcohol or drugs, either on or off duty. A sustained violation is defined as a finding by a law enforcement investigating body that it was more likely true than not true that the accused did what he/she was accused of doing.
- K. Be able to perform the minimum essential functions of the position.

46-43.4 – Application Process.

- A. In accordance with Illinois Municipal Code, the board of fire and police commissioners shall cause to be published electronically an advertisement of its intention to establish a hiring list consisting of a pool of candidates for lateral entry as police officers. This advertisement may also be posted on the Illinois Association of Chiefs of Police web page, theblueline.com, the office of the board of fire and police commissioners, and at the police department. The lateral entry eligibility pool list shall be valid for a two (2) year period after posting unless the board of fire and police commissioners determines that the creation of a new list will achieve higher quality recruits.
- B. Prospective candidates shall be able to obtain applications from the front desk of the police department or via the Village's website and a deadline shall be established by the board of fire and police commissioners for the application to be returned to the police department.
- C. The application shall include references and all training and certification documentation for each applicant.
- D. Qualified applicants shall be subject to a background investigation conducted by the police department and/or a firm of the Village's choice. Successful completion of the background check is required.
- E. Qualified applicants shall participate in an oral interview conducted by the board of fire and police commissioners. The chief of police or a designee shall be allowed to participate in the oral interview and give his or her non-binding recommendation or opinion to the board of fire and police commissioners. The chief of police shall

provide a recommendation only to the board of fire and police commissioners identifying the candidates as "highly qualified," "qualified" or "not qualified." The chief of police's recommendation to the board of fire and police commissioners shall be based upon the applicant's qualifications and the requirements of the position the Village is seeking to fill.

- F. The applicant shall execute an Authorization to Release Information and Waiver form as supplied by the board of fire and police commissioners.

46-43.5 – Lateral Entry Eligibility List– Lateral Entry Candidate Pool.

Candidates that successfully complete the application process will be rated and placed on a lateral entry eligibility pool list. The lateral entry eligibility pool list that is established will be maintained in alphabetical order. A copy of the lateral entry eligibility pool list shall be posted in a prominent location in the police department.

Upon the request of the chief of police and the direction of the board of trustees, the board of fire and police commissioners shall have the authority to select a candidate from the lateral entry eligibility pool list, based upon the relative excellence of the candidate, taking into consideration the needs of the police department, the candidate's performance at the oral interview and the candidate's credentials, special training and/or certifications, as detailed below. Said request by the chief of police and the direction of the board of trustees may include a direction to hire a lateral entry candidate that possesses certain training, skills, or certifications. All successful applicants that are candidates for hire shall be required to successfully complete post-offer examinations, which shall include, but are not limited to, a psychological assessment and polygraph test. The successful applicant shall also be subject to a successful background check.

While the board of fire and police commissioners may hire any person on the lateral entry eligibility pool list, regardless of score, the lateral entry eligibility pool list shall state the candidate's score after completion of the application process, which shall include his or her performance in the oral interview, with additional points assessed based upon job experience, and which shall include the candidate's credentials, special training and/or certifications. The maximum score for the oral interview test and questions process shall be eighty-eight (88) points and the maximum score for the job experience and diversification process, as further set forth below, shall be twelve (12) points, for a combined maximum score of one hundred (100) points. These points shall serve as a guide but, as provided for herein, the board of fire and police commissioners may hire any person off of the lateral entry eligibility pool list; provided the candidate satisfies the requirements of the position and has the credentials, special training and/or certifications requested by the chief of police or the board of trustees.

The lateral entry candidate pool will be valid for two (2) years from the first date of the posting of the lateral entry eligibility pool list that contains the candidates in the pool. Notwithstanding the two (2) year duration of a lateral entry candidate pool, whenever the lateral entry candidate pool falls below three (3) candidates, the process for creating a new lateral entry candidate pool shall be commenced, and a new pool shall be created, provided that any applicants who remained in the lateral entry candidate pool when it fell below three (3) candidates shall automatically be added to the new

lateral entry candidate pool, without the need to reapply. However, any candidates who were members of a lateral entry candidate pool when it expired after a two (2) year duration shall be required to reapply to be eligible as a lateral entry police officer candidate for such subsequent lateral entry candidate pool.

All lateral entry police officer hires shall be placed at the bottom of the seniority schedule upon hire.

46-43.6 – Job Experience and Diversification Process.

This screening process is based upon documented specialized police-specific training, certificates, or specialized units of assignments. Points are awarded to those individuals who can provide the proper documentation that they have received such training/certification or belonged to a specialized unit of assignment.

<u>Crime Prevention</u>	<u>0.5 points</u>
<u>Foreign Language Proficiency</u>	<u>0.5 points</u>
<u>Breath Analyzer Operator</u>	<u>0.5 points</u>
<u>Crisis Intervention Training (CIT) Certified</u>	<u>0.5 points</u>
<u>40-hour Investigator</u>	<u>0.5 points</u>
<u>Federal/State/County Task Force</u>	<u>1.0 points</u>
<u>Lead Homicide Investigator Certified</u>	<u>1.0 points</u>
<u>Firearms Instructor</u>	<u>1.0 points</u>
<u>Juvenile Officer</u>	<u>1.5 points</u>
<u>Field Training Officer</u>	<u>1.5 points</u>
<u>Evidence Technician</u>	<u>1.5 points</u>
<u>Accident Reconstructionist</u>	<u>2.0 points</u>

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force immediately upon its passage, approval and publication in accordance with Illinois law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2022.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of _____, 2022.

Audrey McAdams, Village Clerk

RESOLUTION NO. 01-2022

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STICKNEY AND THE VILLAGE OF FOREST VIEW FOR THE EXCHANGE OF MUNICIPAL POLICE VEHICLES AND A CANINE

WHEREAS, the Village of Stickney, Cook County, Illinois ("Stickney" or the "Village") and the Village of Forest View ("Forest View"), Cook County, Illinois, are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the President ("President") and the Board of Trustees (the "Board") (collectively, the "Corporate Authorities") of Stickney have declared, by Ordinance No. 2022-01, the following property to be surplus property: 2019 Ford Explorer, VIN#: 1FM5K8AR4KGA29342 ("Stickney Explorer"); and

WHEREAS, the President and Board of Trustees of Forest View have declared, by Ordinance No. 22-05 (to be passed or considered at a later date), the following property to be surplus property: 2017 Ford Explorer Interceptor package, 6-cylinder Flex, equipped as a police canine vehicle, VIN# 1FM5K8AR1HGE13183 ("Forest View Explorer"); and

WHEREAS, the President and Board of Trustees of Forest View have also declared, by Ordinance No. 22-05 (to be passed or considered at a later date), a canine police dog named "Ali" and described as a male German Shepperd, Chip# 900079000337477 (hereinafter, "Ali") to be surplus property; and

WHEREAS, Stickney has expressed a need for Ali and the Forest View Explorer, and has agreed to exchange the Stickney Explorer for Ali and the Forest View Explorer owned by the Forest View; and

WHEREAS, Stickney and Forest View desire to enter into an intergovernmental agreement (the "IGA"), a copy of which is attached hereto and incorporated herein as "Exhibit A", related to Stickney exchanging the Stickney Explorer for Ali and the Forest View Explorer; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interests of the Village and its residents to enter into the IGA; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements to the IGA 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 IGA authorizing Stickney to exchange the Stickney Explorer for Ali and the Forest View Explorer and to further authorize the President or his designee to take all

steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the IGA 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 IGA 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 IGA 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 ____ 2022, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of ____ 2022.

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

ATTESTED and filed in my office,
this ____ day of ____ 2022.

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

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
STICKNEY, ILLINOIS, AND THE VILLAGE OF FOREST VIEW, ILLINOIS,
FOR THE EXCHANGE OF MUNICIPAL POLICE VEHICLES AND A CANINE**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND
THE VILLAGE OF FOREST VIEW FOR THE EXCHANGE OF MUNICIPAL POLICE
VEHICLES AND A CANINE**

THIS AGREEMENT is made and entered into as of January 18, 2022, by and between the Village of Stickney, an Illinois municipal corporation (referred to as "Stickney"), and the Village of Forest View, an Illinois municipal corporation (referred to as "Forest View"). Stickney and Forest View are sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

WITNESSETH

WHEREAS, Stickney and Forest View are units of local government within the meaning of Article VII, Section I, of the Constitution of the State of Illinois of 1970 and public agencies as that term is used in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised, by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

WHEREAS, the President and Board of Trustees of Stickney have declared, by Ordinance No. 2022-01, the following property to be surplus property: 2019 Ford Explorer, VIN#: 1FM5K8AR4KGA29342 ("Stickney Explorer"); and

WHEREAS, the President and Board of Trustees of Forest View have declared, by Ordinance No. 22-05, the following property to be surplus property: 2017 Ford Explorer Interceptor package, 6-cylinder Flex, equipped as a police canine vehicle, VIN# 1FM5K8AR1HGE13183 ("Forest View Explorer"); and

WHEREAS, the President and Board of Trustees of Forest View have also declared, by Ordinance No. 22-05, a canine police dog named "Ali" and described as a male German Shepperd, Chip# 900079000337477 (hereinafter, "Ali") to be surplus property; and

WHEREAS, Stickney has expressed a need for Ali and the Forest View Explorer, and has agreed to exchange the Stickney Explorer for Ali and the Forest View Explorer owned by the Forest View; and

WHEREAS, the Parties have determined that it is their respective best interests to exchange the Stickney Explorer for Ali and the Forest View Explorer (collectively, the "Personal Property") subject to the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the foregoing, and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The findings and recitals set forth above are hereby incorporated by reference into this Agreement as if set forth verbatim herein.

2. **Exchange of Personal Property.** Stickney and Forest View have declared the Stickney Explorer, the Forest View Explorer and Ali, respectively, to be surplus property. The Parties further state:

- a. The Forest View Explorer is a police vehicle and is outfitted with certain additional equipment designed to allow its use as a police canine vehicle.
- b. Stickney has a need for a police canine vehicle and has expressed an interest in acquiring the Forest View Explorer along with a canine police dog.
- c. The Stickney Explorer is a police vehicle that includes police equipment, and which has been declared surplus property.

The Parties have agreed to exchange the two vehicles and Ali, with Stickney taking title to Ali and the Forest View Explorer and Forest View taking title to the Stickney Explorer.

The Parties further agree that prior to the exchange, Stickney will install working front/rear radar in the Stickney Explorer. The Parties will also cooperate to remove the computer, radio, and associated hardware (the "Stickney Explorer Equipment") from the Stickney Explorer and install the Stickney Explorer Equipment in the Forest View Explorer. The Parties will also cooperate to remove the computer, radio, the associated hardware, and a rifle holder (the "Forest View Explorer Equipment") from the Forest View Explorer and install Forest View Explorer Equipment in the Stickney Explorer. The Parties shall also exchange any and all maintenance records for the vehicles being exchanged.

Forest View agrees to give Stickney any and all medical, training, and any other applicable records for Ali. Forest View acknowledges and agrees that Ali has no known chronic illness, cancer, or other debilitating conditions. Forest View further agrees to give Stickney any and all equipment relevant to Ali including, but not limited to, all kennels, leashes, or any other items associated with the care, upkeep, maintenance, and responsibilities of the canine.

The Parties further agree as follows:

- a. Forest View will have first right of refusal reference to any mutual aid request for the police canine made by them.
- b. Forest View shall give the Stickney Police Department 48-hours' notice if they have a pre-planned, non-emergency building sweep or other non-emergency police operation.
- c. Stickney Police Department agrees to allow Ali to respond to Forest View in emergencies in which a canine is required, subject to Ali being on duty or otherwise unavailable.
- d. If Ali fails to meet minimum re-training standards, Ali will be returned to Forest View, and this agreement shall be null and void, and both vehicles and all equipment shall be returned to the respective parties.
- e. At the end of Ali's work life, Ali becomes property of the Stickney Police Department to retire Ali as the Stickney Police Department wishes.
- f. Stickney Police Department accepts all liability for Ali's medical treatment, boarding, training and other expenses upon Ali being turned over and in the possession of the Stickney Police Department.
- g. Where allowed under law, the Stickney Police Department will receive a fifty percent

(50%) stake in proceeds for any asset forfeiture filing by the Forest View Police Department that involves Ali.

3. **Choice of Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

4. **Amendment.** No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

5. **Indemnification.** The Parties agree to indemnify, release, and hold harmless each other and their respective elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorneys' fees, arising out of, caused by, or resulting from the obligations pursuant to this Agreement.

6. **Integration Clause.** This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

7. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. **Due Authority.** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

**[THE REMAINDER OF THIS SPACE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

ATTEST:

VILLAGE OF STICKNEY

By: _____
Village Clerk

By: _____
Village President

ATTEST:

VILLAGE OF FOREST VIEW

By: _____
Village Clerk

By: _____
Village President

RESOLUTION NO. 02-2022

A RESOLUTION AUTHORIZING AND APPROVING AN ADDENDUM TO A MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. RELATED TO THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT PURCHASE OF FOUR (4) POLICE SQUAD CARS 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 previously entered into a master tax-exempt lease/purchase agreement with U.S. Bancorp Government Leasing and Finance, Inc. ("U.S. Bancorp") related to the purchase of four (4) police squad cars on September 11, 2020 (the "Agreement"); and

WHEREAS, the Village and U.S. Bancorp desire to amend the Agreement by adopting an addendum to the Agreement (the "Addendum"), a copy of which is attached hereto and incorporated herein as "Exhibit A"; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve the Addendum; 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 and approve the Addendum, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Addendum 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 Addendum 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 Addendum and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____day of _____, 2022.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of
_____, 2022.**

Audrey McAdams, Village Clerk

EXHIBIT A

ADDENDUM (ILLINOIS)

Master Tax-Exempt Lease/Purchase Agreement

THIS ADDENDUM, which is entered into as of January 28, 2022 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Village of Stickney ("Lessee"), is intended to modify and supplement Property Schedule No. 2 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of September 11, 2020 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is amended and restated with respect to the Property Schedule as follows:

(a) Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Property Schedule.

(b) Section 7.03 of the Master Agreement is deleted in its entirety.

(c) Section 13.02(b) of the Master Agreement is amended and restated to read in its entirety as follows:

Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property.

2. In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5/5-1012, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(b) If Lessee is a municipality, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(c) If Lessee is a school district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 105, §5/19-1 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*; and the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.

(d) If Lessee is a fire district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §705/12 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

(e) If Lessee is a hospital district, any debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 70, §910/21.2 have not been exceeded and will not be exceeded as a result of Lessee entering into the Property Schedule *[attach computation of such test]*.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: Village of Stickney
By:
Name: Jeff Walik
Title: Village President

Attest:
By
Name: Audrey McAdams
Title: Village Clerk

Property Schedule No. 2

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 11, 2020, between U.S. Bancorp Government Leasing and Finance, Inc., and Village of Stickney.

1. **Entire Agreement; Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is January 28, 2022.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. **Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
6. **Proceeds.** Exhibit 4 is intentionally omitted.
7. **Acceptance Certificate.** Exhibit 5 is intentionally omitted.
8. **Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at anytime by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. **Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. **Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
11. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by January 31, 2022.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By: _____
Name: _____
Title: _____

Lessee: Village of Stickney
By: _____
Name: Jeff Walik
Title: Village President

Attest:
By _____
Name: Audrey McAdams
Title: Village Clerk

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

6533 Pershing Road

Address

Stickney, IL 60402

City, State Zip Code

USE: Ambulance - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$265,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	28-Jan-2023	91,085.71	86,978.21	4,107.50	NA
2	28-Jan-2024	91,085.71	88,326.37	2,759.34	92,386.29
3	28-Jan-2025	91,085.71	89,695.42	1,390.29	0.00
TOTAL		273,257.13	265,000.00	8,257.13	

Interest Rate: 1.55%

Lessee: Village of Stickney

By:

Name: Jeff Walik

Title: Village President

EXHIBIT A

Property Description

One (1) Ambulance

VIN # To Be Determined

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

January 28, 2022

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Village of Stickney
6533 Pershing Road
Stickney, IL 60402
Attention: David Gonzalez

RE: Property Schedule No. 2 dated as of January 28, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

Ladies and Gentlemen:

We have acted as special counsel to Village of Stickney ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of September 11, 2020 (the "Master Agreement"), between Village of Stickney, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2 (the "Property Schedule") dated as of January 28, 2022, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 2** dated as of January 28, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.
The undersigned, being the duly elected, qualified and acting Village President

(Title of Person to Execute Lease/Purchase Agreement)
of the Village of Stickney ("Lessee") does hereby certify, as of January 28, 2022, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of January 28, 2022.

Village of Stickney

By _____
Signature of Person to Execute Lease/Purchase Agreement

Jeff Walik , Village President

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 2** dated as of January 28, 2022 to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 11, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Village of Stickney.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Village of Stickney ("Lessee") does hereby certify, as of January 28, 2022, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

Jeff Walik, Village President

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of January 28, 2022.

Secretary/Clerk

Print Name Audrey McAdams, Village Clerk
and Title: _____