

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
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David DeLeshe
Sam Savopoulos

Village Trustees
Martha Gomez
Patrick Sleigher

James Lazansky
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Wednesday, November 5, 2014

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the October 20, 2014 Special Session with Sokol
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Discussion concerning possibly going forward with the bond issue with Underwriters from George K. Baum & Company
8. Approve parking proposal between the Village of Stickney and property located at 4401 S. Harlem
9. Approve request for consent to sublease U.S. Cellular tower
10. Approve agreement for the Rain Barrel Program with the Metropolitan Water Reclamation District of Greater Chicago
11. Report from the Mayor
12. Report from Clerk
13. Trustee Reports/Committee Reports
 - a. Accept the Treasurer's Report for the month of July, 2014
14. Reports from Department Heads
15. Audience Questions
16. Closed Session

To Discuss and Consider to hiring, discipline, performance and compensation of certain personnel, matters of collective bargaining, acquisition of real property, matters concerning security to the public and matters of pending probable or imminent litigation.
17. Return to Open Session
18. Adjournment

Posted November 3, 2014

October 20, 2014

State of Illinois
County of Cook
Village of Stickney

The Board of Trustees of the Village of Stickney met in special session on Monday, October 20, 2014 at 6:30 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:
Trustees De Lesch, Gomez, Lazansky, Savopoulos, Sleigher and White

Deputy Clerk Kasnicka filled in for Clerk Audrey McAdams

The following people signed in on the sign in sheet: Richard Vachata, Marie Vachata, Richard L. Vachata, Barbara Vondra, Kimberly Elliott, Lee Laskey and Greg Vondra.

Mayor Morelli said that next is to review the inspection report on the Stickney Recreation Center.

Deputy Clerk Kasnicka explained that the purpose of this meeting is to discuss the cost of repair and maintenance of the Stickney Recreation Center located at 4131 Home Avenue, Stickney.

At this point Trustee Sleigher referred to the inspection report. Trustee Sleigher responded to the bulk of the remarks. He also supplied significant facts. He mentioned that \$48,000 has been invested into the building at this point. Attorney Donald Kreger asked how much the maintenance runs each year. Trustee Sleigher said it depends. In 2012 the cost was \$42,000. In 2013 it was \$23,000. Up to March of 2014 it is \$3,000. This was normal maintenance including gas and electric. The list he referred to was itemized.

Richard Vachata spoke about an envelope of information that was supplied to each trustee. He provided history as well.

Attorney Kreger directed Trustee Sleigher to focus on the engineer's high-priority findings. After that, the rest of the findings were given. The trustee reminded them that the inspector looked at the building as a municipal building.

Trustee Sleigher explained that our Public Works Supervisor questioned Trustee Sleigher if he should go ahead with a boiler repair that was quoted.

Attorney Kreger reminded the audience that we are not a park district we are a village. We are not a recreation district. We do not have a separate taxing body that is a park district. With a park district, parks and recreation is their number one priority. He went on to say, what we spend is to satisfy IRMA, our municipal insurance. The priorities add up to around \$100,000. He then said, the question is,

how much of that is covered by the \$14,000. (\$14,000 is the amount of a FEMA loan obtained by the Sokol just prior to the village buying the recreation center.) And, are we legally entitled to use that since we are the current owners. He said he doesn't know the answer to that since he has never seen the paperwork.

An audience member questioned if a grant could be obtained for the fire alarm system.

Discussion was held on the boiler.

Remarks were given on the lack of programs being held at the Recreation Building. The woman speaker felt that his response was jaded by this one inspection. She admitted that she knows that there was asbestos tiles downstairs but they were contained.

A prepared statement was read by a Sokol member that reflected on the activities that have been held in the Stickney Recreation Building over the years. She mentioned in her statement that the Sokol has been there since 1936. She was corrected over the fact that the year was actually 1928 and worked out of a pavilion. She asked that the village not abandon them and to find the financial resources.

One of the male members in the audience asked if Stickney could give the Sokol building back. Attorney Donald Kreger said that one of the problems in giving it back is we would have to make the same presentation that you have made to us. The question is, "Do we have enough money to improve the building." "Do we have enough to make sure our insurance carries us?" "Nobody has said they don't want to keep it opened." "To keep it opened, a certain amount of money has to be spent quickly." "It is up to the board." "When it comes to expending money unless it is a three-to-three tie the mayor doesn't have a vote."

I believe it was Richard Vachata that said that he sold the building to the Village because he couldn't pass the test to sell it to the private sector. The attorney repeated that quote. Additional comments went up and back between this speaker and the attorney. The speaker then mentioned that the agreement is the agreement. But, things can be changed. He said, "They were never asked to contribute in some way." "Can you run some fund raisers through the year to contribute to the building?" "Absolutely, he said." He admitted that it took three years to get this meeting. . . . to get these people in one room.

One of the women audience members mentioned that they would help the village get programs started in there and help the village raise money. She went on to expound on the certifications their organization has. She went on to explain that they could see if they have the funds right now to get the furnace up and running. She was sure they would have to talk about it with their board. She injected that it would not be the FEMA loan. It would be the Sokol Stickney fund. If they could get programs up and running and get the village to stand behind it and advertise it throughout the community.

Mayor Morelli asked for input from the trustees. Trustee De Leshe passed at this time. Trustee Gomez stated that she doesn't want to close the place. She would like to work together to keep it open for the kids. Trustee Lazansky said he was a former Sokol person himself until he was 15. He wants to keep it going. But, he has the residents in mind financially. He was elected to use their money wisely. But, as Trustee Sleighter has said, we have to go in with a plan as things get done. One this year, one next year and one the following year. We are governed by the county, by ADA.

Attorney Kreger injected that he didn't know if the board knew that by taking it over you now have ADA requirements. A male member of the Sokol said that you can enter the Sokol by wheelchair from the side door. The bathrooms are somewhat acceptable. Trustee Lazansky spoke more about the requirements. Patrick Sleighter then added more mandates that had to be met.

Trustee Savopoulos admitted that he doesn't want to see the Sokol go. He agreed that we should try to obtain grants. Attorney Kreger said that the problem with grants is that they sometimes force you to fix everything up in order to qualify for it.

Trustee White feels that if there is a way to keep the place open . . . he definitely doesn't want to see it closed. He reflected that it was a happy day for him when we acquired it. He truly felt that it was a proud moment for him. It has problems. He said that this is his philosophy: When you take your car to a repair shop it is their job to find everything in the world wrong. We do have to spend some money there. It doesn't all have to be spent at the same time. He is not an engineer. Those are his thoughts. He definitely doesn't want to see it close.

A woman named Jean Ruby who said she was a national member of Sokol and other various local Sokols. She asked if there was a person in the village that they can work with to do grant writing. Is there a person in the village, since it is Stickney's building, that they can work with to help put programming in there for you. If we could come up with a project plan or proposal and give us the name of the person in the village to talk to. ADA is all grants. Everyone gives money for that. She enforced the need for a plan. The attorney admitted that we do have someone to talk to for grants....and it is matching grants. The point is this board wants to keep it open but at what price. He continued, there is something and it has to be done right now and you must have heat. Jean Ruby included that they have the support of the national organization. She mentioned that the regional advisor was also in attendance and their specific job is to reach out to the units to help establish connections and acquire funding. "No, it was not possible to help them in the beginning before the building was given away."

Richard Vachata always felt that there should have always been a committee for the building to interact with the Sokol and the Village. He felt that with the last body he didn't think it was possible things were getting done without asking why. Things were getting done and that was a good thing. He mentioned that he knows many pipefitters that could help and even donate their time for him and our children.

Trustee De Leshe now admitted that this was the first time any of them have seen the documents that the Sokol handed out. It was the first time seeing the contract. Rich Vachata admitted that he should have pushed for this meeting earlier. He admitted that he has known Debbie (Mayor Morelli) for a long time and feels comfortable talking to her. Trustee De Leshe explained that he started to read the material real quick. Richard Vachata was worried that the Village board meeting was the next day. Trustee De Leshe said that they asked for this meeting because they were looking for answers. It is a two way street. We have to get going. We need heat. We need to address some things in the building. We need fire safety. We are worried about all the groups in there. We are talking about having someone in there representing the village just in case something happens so we are covered with liability. So starting tomorrow we will get this thing fast tracked.

Discussion was also held concerning renting the building. Comments were made over the Sokol's ten year contact with the village.

Mayor Morelli stated that we are not closing Sokol down. She asked for the whole board here to speak with the Sokol people.

An audience member asked why the supervisor was part of this board. The Mayor explained that he is the head of public works. Attorney Kreger said that there are seven votes including the mayor. The mayor told them that the supervisor just comes with his recommendations. An audience member asked why he wasn't here today. Trustee Lazansky felt that there was no need for him, really. He then changed the subject about the audience recommendations about increasing programs. Trustee White injected that we did have programs. He said that Trustee Walik had all types of programs there....basketball, kick ball....open gym nights. Other suggestions were made by the Sokol people.

A woman from the audience stated that Stickney has no programs available for kids like other communities. The attorney responded that they have park districts. Richard Vachata answered her by telling her about a plan envisioned that involves utilizing local police to work with the kids once a month. The cops would meet at Sokol hall and workout. That is what he remembers and that is what we should be doing.

Trustee Lazansky remarked that if the work is done, will they show up. Richard Vachata and Kim Elliot gave the count of students they currently have involved. Some of their classes are closed because they are full.

Trustee Sleighter asked about their insurance. He was told that their insurance is for the instructors, kids and spectators. The trustee specifically asked if it covers any negligence on the part of the village. Kim didn't know if the village is involved with their insurance. The attorney gave an example of the building collapsing on children, your insurance doesn't pay, and we do. (He thought). Richard Vachata told them he would talk to his guy and share the policy with the village. Trustee Sleighter then surmised this example: He asked, If there was a fire in the building and not everybody could get out does your insurance cover that? Sleighter felt that it would come back to us. Richard Vachata said it was building insurance. The attorney asked

if there was some work done on this building that isn't mandatory would that be worthwhile because it would attract people for the usage? Could we compete for more if there was some work done on the building? Work that wasn't mandatory....The response from the Sokol people was yes. The Sokol people suggested that the upstairs could be a dance studio, get mirrors, better flooring and get rid of those lockers. It could be utilized during the day for dance, Pilates or whatever.

Richard Vachata explained that they have been part of the Illinois Park District Gymnastics Associates for seven to ten years. They represent Stickney around the Chicagoland area with our tumbling team. It is mostly girls with some boys. Kim Elliott stated that she is more than willing to give that tumbling team to the Village of Stickney and continue to manage it, not have it be Sokol Stickney Park District Tumbling Association but Stickney Tumbling Association.

Another audience member stated that the building would have to be maintained even if it was sold at a later date. Trustee Sleigher answered, "No". "It could be sold for demolish only." An audible groan was heard on the audio. A chorus of voices was heard. Trustee Sleigher remarked that we don't even want to think about that. We are trying to find a way to save it.

A man in the audience asked Stickney Fire Chief Larry Meyer if the building was dangerous. The Chief responded that he never thought the building was dangerous. He hasn't seen all of these reports. He said that we did recommend a fire alarm system a few years back and got a price. In addition he said, now that the building is owned by a municipality the rules change. One example is the ADA has to be addressed. The voice from the audience remarked about Saint Pius and the school district couldn't take it over because of the stairs and lack of ADA requirements. The audience member said that we have this big building there that is sitting empty and there is nothing we could do with it. Further lamenting comments went on over the requirements.

Trustee Sleigher asked what do we have to do right now. The answer was the boiler repair. The attorney chimed in with other items including the fire alarms. Trustee Sleigher added that the electrical panel location had been installed incorrectly by the boiler and that has to be changed because it is not compliant. In addition, some of the asbestos tiles in the area have been disturbed causing it to be necessary to wear respirators when they go down there.

Trustee De Leshe asked if a committee could be formed to get all of this done. The attorney said that there are board committees made of voting members of this board. He continued to say that a recommendation of people will come to the mayor and tell her that they want to be on the committee.

Throughout the meeting there was significant discussion across the expanse of the court room.

Trustee Sleigher reminded everyone that there has not been any money appreciated for the building. Richard Vachata stated that they never thought the building should

be only for them. He went on to say, that it is for everybody in the village. Trustee Sleigher said that it is a community center. It should be a viable, safe place for kids to go.

Richard Vachata remarked that if he had a union pipefitter that wanted to do that job, could he contact Jeff (Boyajian)? The mayor said that that could be a start. Trustee Lazansky enforced that it has to be a union pipefitter.

The mayor told the audience that we are going to get a team together and move on. We heard everything you have to say and you have heard everything from us.

Trustee Lazansky asked how many people are here from Stickney, besides the board, in the audience? Are from the Village of Stickney, are not from Sokol? He continued, If the time comes if we have to have a referendum for a small tax increase to raise some money (he explained small increase of \$12 to \$15 per year on your taxes) how many people are going to come back here screaming and yelling. At this point it was inaudible to hear the cacophony of voices coming from the court room. At the end of the meeting a women in the audience that is involved in the Scouts included her opinion of actually wanting to pay more in property taxes to keep kids in town to have programs in our village in order to not having to travel to other communities for activities. Cross conversation went on that included Trustee De Leshe. He remarked that Berwyn just got six figures for a rec center. There is grant money out there. Before we sink six figures into this building he said that we should look for property or look at property we already have and build a new rec center that would benefit us 10 times better than what we have now.

It was asked by someone as to the status at this time. The attorney replied that they needed to get the heat going.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee De Leshe that the meeting be adjourned. Upon which the Board adopted the motion at 7:50 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2014

Deborah E. Morelli, Village Mayor

October 21, 2014

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 21, 2014 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

**Upon the roll call, the following Trustees were present:
Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White**

Trustee Sleigher moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session on Tuesday October 7, 2014.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Lazansky moved, duly seconded by Trustee Gomez 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 De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of July, 2014 indicating the sum of \$47,439.12.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee White moved, duly seconded by Trustee Gomez to accept the report from the Illinois Department of Transportation for the month of September, 2014 in the amount of \$13,669.09.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White
Nays: None
Mayor Morelli declared the motion carried.**

Trustee Lazansky move, duly seconded by Trustee White to accept the Annual Treasurer's Report.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded Trustee Gomez to open the discussion to approve the agreement with George K. Buam and Company.

Trustee Lazansky explained this is where we have a bond that is going to be lowered from 4% to 2% and we are going to have \$500,000 for some capital projects, and, we are going to watch closely where that money is going to be utilized. We have some things coming down the road and we are trying to keep the taxes down and thanks to our bond issue place, they came to us with some good things to do.

Trustee White mentioned that this agreement doesn't have that \$500,000 mentioned, plus, he quoted other portions of the agreement. Attorney Kreger explained this is just the initial agreement. We have to pass an ordinance and all kinds of things.

What he understands is they have a plan. He referred to the tax levy. This is a way to get money without going into the general fund. He thought that the process would start at the next board meeting by drafting documents.

Trustee Lazansky moved, duly seconded by Trustee Sleigher to pass the agreement with George K. Baum & Company.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee White to pass and approve Ordinance 2014-04, "An Ordinance Amending Chapter 14, "Motor Vehicles and Traffic" by amending Sec. 14-159 entitled "Parking areas for handicapped persons".

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Gomez moved, duly seconded by Trustee White to pass and approve Ordinance 2014-09, "An Ordinance Amending the "Public Comment at Board Meetings." The motion included the necessary change to correct an error in the text that didn't show a strikethrough of the original version that stated ~~and address~~.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote, Trustee Savopoulos questioned an error in the text of the ordinance. There was a strikthrough error in the text.

Trustee Sleigher moved, duly seconded by Trustee Lazansky to remove from the table to consider approval of request from Crown Castle to enlarge tower site located at 6419 W. 43rd Street.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote Trustee White questioned if the rent was increased. Attorney Kreger explained that, "No", the rent was not increased. The amount of taking was reduced to under 600 feet. Anything over 600 feet they have to pay what we request. There is an agreement in place where they have to pay this amount. The height is 21 feet.

Trustee White moved, seconded by Trustee Savopoulos to ratify the request for permission to the Berwyn-Cicero-Stickney CROP Hunger Walk on Oct. 12, 2014 at 1:30 p.m.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos, Sleigher and White

Nays: None

Mayor Morelli declared the motion carried.

This request was actually received by the clerk too late to include on the Oct. 7, 2014 agenda. The clerk made a recommendation at that time to allow this event based on their proof of liability insurance and hold harmless agreement.

MAYOR REPORT: Mayor Morelli announced that Mr. John Cinkus, has been asked to resign from the Village of Stickney Zoning Board due to the fact that he did not file his statements of Economic of Interest papers with the Cook County Clerk's office. So, therefore, he will no longer be on the Village of Stickney Zoning Board.

CLERKS REPORT: Clerk McAdams informed everyone that the next board meeting will be on Wednesday, November 5, 2014 due to the Gubernatorial Election to be held on Tuesday, November 4, 2014. In addition, she told people that early voting is available at the Stickney-Forest View Library. Other voting information was provided.

Trustee Lazansky motioned, duly seconded by Trustee Gomez for an emergency repair of the boiler at the Stickney Recreation Center not to exceed \$5400.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Gomez, Lazansky, Savopoulos and White

Nays: Trustee Sleigher

Mayor Morelli declared the motion carried.

Prior to the vote, Trustee Gomez stated that this would be if the Sokol people do not do it. Attorney Kreger clarified that it would be for the installation. Mayor Morelli explained that we would pay \$5400 and not exceeding that. Attorney Kreger mentioned that there will be a committee formed to supervise it to make sure it does not exceed \$5400, otherwise you are going to have to close the building. Trustee Savopoulos said that he (the Sokol member) said that he was going to pay for it, that they have other funds. Kreger told us that they (Sokol) was going to get someone to do it for free. But, he went on, we have to supervise it. Then someone will report back. The clerk mentioned that since this building is owned by the village and we have to adhere to the Prevailing Wage Act, can they (the Sokol) do that? Attorney Kreger said that a volunteer can come in and volunteer and make a contribution to the village they can do that. He went on to explain that if we advertise for bids and if someone is going to do the work other than our employees, it has to meet the Prevailing Wage. But people can donate their time to this municipality if they are qualified we can accept that. Just like board members can donate even though they can't get paid for doing certain things, they can donate. Trustee Sleighter asked if our building inspector has to oversee this. Attorney Kreger said, "Yes", although we don't have to get a building permit for our own building. He then said, it is his understanding that the asbestos tile location and some other things plus the total estimate is probably high. The idea is not to spend it. And, to advise people that this is happening. It is his understanding that if we don't do this, we have to close down the building. From a legal standpoint, it is an emergency that can be voted on at this meeting. His finding is that you can vote on it and make it effective. Trustee Lazansky remarked that if we don't do something and the weather gets colder we will have a lot more problems.

Mayor Morelli named Trustees De Leshe, Gomez and Lazansky to the committee to oversee the Sokol. Trustee Lazansky said that he would just like to outlay just what he is supposed to do along with Trustees De Leshe and Gomez on what you (Mayor) expect from us and what you want done. Mayor Morelli said that she will be receiving a report from them as to what is being done. Public Works Supervisor Jeff Boyajian will also work with the committee.

DEPARTMENT REPORTS: Deputy Chief Rich Jaczak informed us that our department received a 911 call originating in Berwyn on Pershing and Oak Park Avenue. A car ran into a house and also struck a pregnant female. Our officers were first on the scene and got into a four mile chase where shots were fired. None of our officers were fired at. None of them fired the shots. They were in the direct vicinity. An arrest was made and many felony charges were filed. He couldn't give any more details due to the fact that a court date was pending. Also, there was a major gas leak on 44th and Harlem that took six hours to remedy. Evacuations involving several houses and businesses took place. In addition, there was a car accident at 40th and Clarence where there was minor damage done to the house. The Deputy Chief also announced that they have a sizable amount of old IT equipment. Our auction company won't even take it, that it is too old and not worth the trip to come and get it. Everything has been photographed, documented and cataloged. Anything you want to keep you can. Otherwise, it will be recycled to gain more space.

Fire Chief Meyer reported that they will be doing pumper truck testing on Friday. Mount Auburn Cemetery will be allowing them to do trench-rescue-operations there. The hydrant testing is complete. We just crossed over 1000 calls for the year. Next week they will be doing fire safety with the Fire Safety Trailer at Home and Edison Schools. We also learned that our 2007 ambulance is out of service due to a blown radiator and a fuel leak. The 1999 ambulance is still working.

Treasurer Kurt Kasnicka announced that the annual Stickney Treasurer's Report will be posted in the *Life Newspaper* tomorrow and on our web site.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Gomez that the meeting be adjourned. Upon which the Board adopted the motion at 7:36 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this of 2014

Deborah E. Morelli, Village Mayor

CHICAGO EYE CONSULTANTS

RONALD S. WEISS, M.D.

RAYMOND H. NOOTENS, M.D. • BRIAN P. LARSEN, M.D.

MICHAEL A. SAIDEL, M.D. • AMJAD Z. AHMAD, M.D.

7120 WEST CERMAK ROAD

BERWYN, IL 60402

(708) 788-3400

August 15, 2014

Village of Stickney

Attn: Mayor Deborah Morelli and Village Board

6533 Pershing Road

Stickney, IL 60402

Re: Parking proposal for property located at 4401 S Harlem

Dear Mayor Morelli and Stickney Village Board,

As you are aware, we are in the process of constructing our new building at the above mentioned address. We anticipate that we will occupy and begin to conduct business at that location around January 1, 2015. I am writing to request your consideration of the installation of approximately 10 diagonal parking spaces along the North side of our building (44th Street) and a dumpster pad and gates for waste pick-up at the North-East corner (rear) of the building.

The additional parking spaces would be used primarily by employees and for delivery service drivers during business hours, leaving the parking lot available for patient parking.

This process would involve the following:

- Removing the city curb and replacing it with a depressed curb.
- Placing concrete or asphalt in the parkway
- Installation of dumpster pad and gates

Please refer to the attached drawing for a visual of this proposal. If we receive Village approval, we will direct our architect to begin the engineering process.

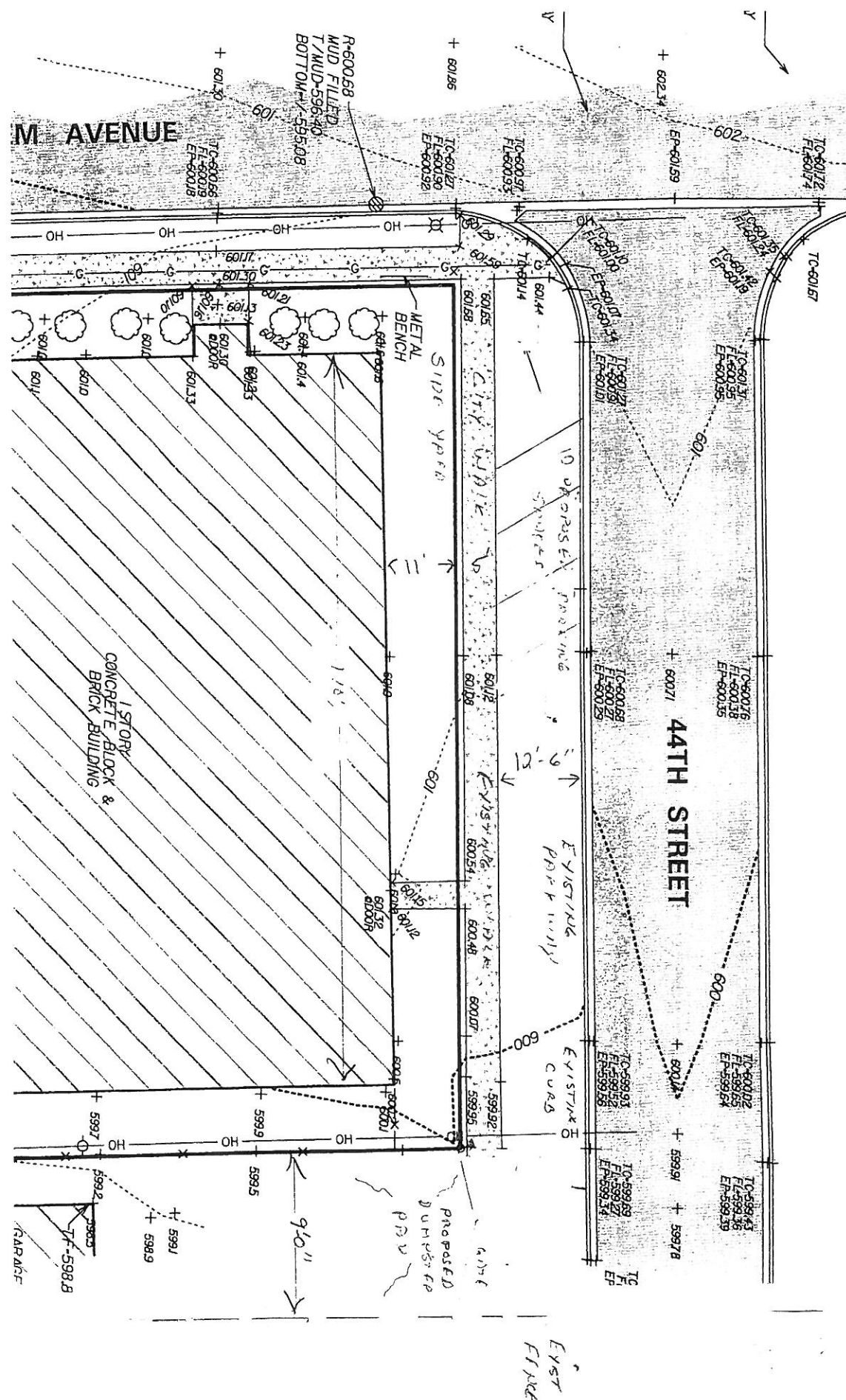
Thank you in advance for your consideration and please do not hesitate to contact me should you have additional questions or concerns. If you would like a representative of my company to attend the board meeting at which this proposal will be addressed to answer any questions, please let me know.

Best Regards,



Ronald S. Weiss, MD

President, Chicago Eye Consultants





September 8, 2014

Village of Stickney
6533 Pershing Road
Stickney, IL 60402

VIA EMAIL: villageclerk@villageofstickney.com

Re: REQUEST FOR CONSENT TO SUBLEASE ("Consent Letter") for Ground Lease dated October 26, 2006 between United States Cellular Operating Company of Chicago, LLC and Village of Stickney - (USC# 8831195)

Dear Landlord:

United States Cellular Operating Company of Chicago, LLC (herein "Tenant") and the Village of Stickney (herein "Landlord") entered into a Ground Lease dated October 26, 2006, for the purposes of allowing the Tenant to construct, operate and maintain a wireless communications facility located at 4228 Oak Park Avenue, Stickney, Illinois. The Tenant is committed to working with others in the wireless industry to make maximum use of existing infrastructure and thereby help reduce the need for additional tower construction. As a result, T-Mobile Central LLC, (herein "T-Mobile") would like to utilize the existing premises (tower space and space within the existing lease area) at 4228 Oak Park Avenue, Stickney, Cook County, Illinois (the tower site) constructed on the Landlord's land. This type of installation is commonly referred to as a "collocate" in the wireless industry.

All of the improvements being proposed by T-Mobile will be located within the existing lease area (fenced compound) and easements. There will be no expansion of the lease area of any kind. In fact, the enclosed plans show T-Mobile utilizing the same equipment shelter and antenna space that was once occupied by the Tenant. It is important to note is that the Tenant has removed their antennas and base station from the tower site because the Tenant no longer operates a wireless network in the Chicago area. Therefore it can be said the tower site as it stands today is not transmitting or receiving any wireless signals.

T-Mobile would like to collocate on the Tenant's tower and ground space (premises) by utilizing the same tower and equipment shelter space that the Tenant previously occupied. The Tenant would like to accommodate T-Mobile's request and, accordingly, pursuant to the Paragraph 16 of the Ground Lease dated October 26, 2006, the Tenant is requesting consent to allow Tenant to sublease a the Premises to T-Mobile.

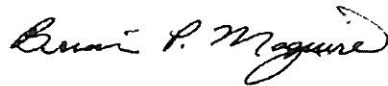
It's important to note this is not an assignment but rather a request for sublease. The Ground Lease shall remain unchanged and stays in effect.

Please approve the request for consent by signing two (2) copies of this letter and returning one original to:

United States Cellular Operating Company of Chicago, LLC
Attn: Patty Plattenberger
8410 W. Bryn Mawr Ave
Chicago, IL 60631

Thank you for your cooperation in this matter, and should you have any questions please feel free to contact me.

Sincerely,



Brian Maguire
As Agent for U.S. Cellular
Ph: 312-907-8802
brian@magauiredevcorp.com

Agreed and accepted by:

Village of Stickney

By: _____

Name: _____

Title: _____

Date: _____

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels to properties that have a direct roof connection to the sewer system. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORK

Three networks that will be utilized to distribute rain barrels are: municipalities, non-government organizations, planning groups or community groups, and campus-type facilities.

a. Municipalities

Cook County has 129 communities within the District's service-delivery area. Each community will be encouraged to adopt the Rain Barrel Program as their own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who:

- own property with downspouts that are directly connected to the sanitary sewer system;
- agree to disconnect all downspouts from the sewer system and redirect the downspouts into a rain barrel as practicable; and,
- agree to properly use and maintain the rain barrels.

Municipalities are required to enroll in this free program via Intergovernmental Agreement (see Attachment B). Once an agreement is signed, municipalities may order free rain barrels, connection hardware, and delivery for their residents who meet the qualifications at no cost to the municipality (see Attachment C). The IGA requires municipalities to make two site visits to residents who agree to participate. The purpose of the first visit is to confirm that the downspouts are connected to the sewer system. Municipalities may order rain barrels once confirmation of downspout connections is made. The second site visit should occur within 90 days after the rain barrel(s) have been delivered in order to verify that the resident has completed his/her installation. The District requests that a post-installation survey be completed and returned to the District (see Attachment D).

There is no limit to the number of rain barrels a home may receive. The District will cover the cost of the rain barrels, the connection hardware and home delivery. The District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be provided with an email address and telephone number that can be used to order the rain barrels for delivery to qualified residents. The District will provide the following templates:

- **Sample letter and rain barrel reservation form** – A letter and form can be adapted and mailed to residents; the form is designed to ensure that residents meet the qualifications and provides the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

b. Non-Government Organizations, Planning Groups, or Community Groups

Cook County has many non-government organizations, planning groups or community groups spending time and resources on stormwater green infrastructure neighborhood programs. These organizations will have access to the District's Rain Barrel Program for well thought out regional plans (see Attachment E). The non-government organization, planning group, or community group representative must adhere to the following requirements:

- The organization will submit a detailed plan to the District for the proposed project.
- Upon approval, the District will supply rain barrels as needed.
- The organization will ensure proper installation of rain barrels.
- The organization will assure proper education, care and maintenance.

- The organization will submit a post-implementation plan or “As-Built” document that provides:
 - Addresses where rain barrels are installed
 - Number of rain barrels installed
 - A brief report of their project successes and/or lessons learned in implementing the project

c. Campus-type facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches, community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District to complete an application (see Attachment F) which shall include:

- Size of campus
- Number of rain barrels required
- Percentage of downspouts intercepted
- Any other additional stormwater controls implemented on the site

Upon approval, the organization will submit a post-implementation plan or “As-Built” document that provides:

- Addresses where rain barrels installed
- Number of rain barrels installed
- A brief report of their project successes and/or lessons learned in implementing the project

Rain barrels may not be resold.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities and non-government organizations, planning groups or community groups on the proper use of rain barrels, a combination of tools will be provided by the District’s Office of Public Affairs to promote and market rain barrels to the distribution network. The tools include the District website, community outreach, public service announcements, press releases, promotion on social media, and distribution of brochures.

Proper forms for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize municipal logos for program purposes. The District will assign a District liaison to interested municipalities. The liaison can provide assistance and direction during program implementation.

Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Rain barrels will be allocated for interested Commissioners to use and distribute at community events that are within the distribution network of Municipalities, Non-Government Organizations, Planning Groups or Community Groups, and Campus Type Facilities. The Commissioners may use and distribute the allocated rain barrels as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel is being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity. There will be a limit of one (1) rain barrel per event.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned Resident Engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The Resident Engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the Resident Engineer for inclusion in an annual report.

V. LABEL

A label will be adhered to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Forms pertaining to this program are attached for convenience and may be duplicated; however, these forms will be modified as needed and are not considered a part of the Program.

1. Intergovernmental Agreement - Attachment B
2. Municipal Ordering Instructions - Attachment C
3. Post-Installation Survey (for Municipalities Only) - Attachment D
4. Non-Government Organization/Planning Group/Community Group Application - Attachment E
5. Campus Rain Barrel Application Form - Attachment F

Attachment A


SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.
Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel. For installation instructions and more information, visit mwrdd.org. Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE [ENTER
NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO FOR THE DISTRBUTION OF RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the [UNIT OF LOCAL GOVERNMENT], a municipal corporation and [non-home rule] or [home rule] unit of government organized and existing [in accordance with Chapter 24 of the Illinois Revised Statutes, as amended] or [under Article VII, Section 6 of the 1970 Constitution of the State of Illinois] (hereinafter the [CITY, VILLAGE, TOWN, ETC.]).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, *et al.*, v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the [CITY, VILLAGE, TOWN, etc.], and the District cooperating and using their joint efforts and resources; and

WHEREAS, the [CITY, VILLAGE, TOWN, etc.] is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, ___, 2014, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on _____, ___, 2014 the [CITY, VILLAGE, TOWN, etc.]'s _____ authorized the [CITY, VILLAGE, TOWN, etc.] to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the [CITY, VILLAGE, TOWN, etc.] and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the [CITY, VILLAGE, TOWN, etc.] (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the [CITY, VILLAGE, TOWN, etc.] to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the [CITY, VILLAGE, TOWN, etc.] agrees to the following requirements:

- a. verify and document that its residents receiving rain barrel(s) have downspouts connected to the sewer system along with the number of downspouts connected to the sewer system; and
- b. place all rain barrel orders on behalf of residents using a website link provided by the District; and
- c. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
- d. make a site visit to verify each rain barrel's proper installation within 90 days after delivery by the District; and
- e. annually report on the number of 90 day site visits made to verify proper installation of rain barrel(s) along with a record of the total number of rain barrels installed within the previous year.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the [CITY, TOWN, VILLAGE, etc.] and its residents, prior to free rain barrels being distributed, are attached hereto.

4. The [CITY, VILLAGE, TOWN, etc.] shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the [CITY, VILLAGE, TOWN, etc.] shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the [CITY, VILLAGE, TOWN, etc.] shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The [CITY, VILLAGE, TOWN, etc.] shall obtain any and all permits necessary for the performance of any maintenance

work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

1. The District shall have the right (including any necessary right of access) in conjunction with the [CITY, VILLAGE, TOWN, etc.] to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the [CITY, VILLAGE, TOWN, etc.] and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 above, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The [CITY, VILLAGE, TOWN, etc.] shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the [CITY, VILLAGE, TOWN, etc.] within Cook County; or (2) the exercise of

any right, privilege, or authority granted to the [CITY, VILLAGE, TOWN, etc.] under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE [CITY, VILLAGE, TOWN, ETC.]

The [CITY, VILLAGE, TOWN, etc.] covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the [CITY, VILLAGE, TOWN, etc.] represents that it has the full authority and permission from the homeowner(s) and that such permission includes the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s);
2. The individuals signing this Agreement and all other documents executed on behalf of the [CITY, VILLAGE, TOWN, etc.] are duly authorized to sign same on behalf of and to bind the [CITY, VILLAGE, TOWN, etc.];
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the [CITY, VILLAGE, TOWN, etc.] or any instrument to which the [CITY, VILLAGE, TOWN, etc.] is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The [CITY, VILLAGE, TOWN, etc.] acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the [CITY, VILLAGE, TOWN, etc.] residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the [CITY, VILLAGE, TOWN, etc.].

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the [CITY, VILLAGE, TOWN, etc.] shall be cumulative, and election by the District or the [CITY, VILLAGE, TOWN, etc.] of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by

facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE [ENTER NAME OF UNIT OF LOCAL GOVERNMENT HERE] AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 20, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the [CITY/VILLAGE/TOWN]

[ELECTED OFFICIAL]
XXXXXXXXXXXXXX
XXXX, Illinois XXXXXX
Phone: XXXXXXXXXX
FAX: XXXXXXXXXX

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the [CITY, VILLAGE, TOWN, etc.] of [INSERT NAME], the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

[CITY, VILLAGE, TOWN] OF
XXXXXXXXXX
BY: _____
NAME, [TITLE]

DATE: _____

ATTEST:

NAME, [CITY, VILLAGE, TOWN, etc.]
Clerk

DATE: _____

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO**

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

Attachment C

Rain Barrel Program 2014 Municipal Ordering Instructions

To qualify for free rain barrels, residents must meet the following three requirements:

- 1) Their downspouts must be connected to the sewer system.
- 2) They must agree to disconnect each downspout from the sewer system.
- 3) They must agree to put rain barrels on the downspouts, where feasible.

If the resident meets the above criteria, and a municipality has signed an Intergovernmental Agreement with the MWRD, then municipalities may call _____ to order rain barrels or email _____. In the memo section please write: MWRD Rain Barrel Program.

The following information will be required for delivery:

Name _____

Address _____

Phone number _____

Email address _____

Number of rain barrels _____

Desired delivery days/times _____

Verification by the municipality that (*initial all that apply*):

- The resident is connected to the sewer system. _____
- The resident agrees to disconnect their downspouts from the sewer system. _____
- The resident agrees to have a rain barrel installed on all downspouts, where feasible. _____

If residents do not qualify for the free rain barrels, they may purchase them via www.mwrdd.org for \$58 plus tax, which includes delivery. Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Village/City of _____

Free Rain Barrel Program

Post-Installation Survey

Thank you for participating in the Rain Barrel Program. Please complete the following information and return this form to Allison Fore at the Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611, or scan and email to allison.fore@mwrdd.org.

Resident's information

Name _____
(Please print)

Home Address _____

Phone number _____

Email address _____

Have the rain barrels been installed? (circle one) Yes/No

Municipality Representative Signature

Date of site visit _____

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

Attachment E



MWRD Rain Barrel Program
Non-Government Organization, Planning
Group, or Community Group Application

Non-government, planning organizations, and community groups may participate in the District's free Rain Barrel Program by coordinating projects that incorporate multiple rain barrels. The entity must submit two documents to the District's Resident Engineer for approval: 1) This application and 2) a plan or sketch showing where barrels will be installed. The entity must also agree to oversee the project's completion and submit proof of installation in the form of an "as built" drawing.

The following information will be required for delivery and installation:

Non-Government Organization, Planning Group or Community Group Name

Contact Name _____

Rain Barrel(s) Delivery Address _____

Phone number _____

Email address _____

Estimated number of free rain barrels requested _____

Desired delivery date/ times _____

Verification that Plan/sketch are attached _____
(initial)

Please return this form, plan and "As Built" drawing to the Office of Public Affairs, Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611 ATTN: Rain Barrel Program or email allison.fore@mwrdd.org.

Please note: This program is contingent on funding approval by the Board of Commissioners on an annual basis. Rain barrels may not be sold.

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

Attachment F



MWRD Rain Barrel Program

Campus Rain Barrel Application Form

Campus-type facilities throughout the District's service-delivery area may order free rain barrels, including delivery.

These facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches, community centers, senior centers, hospitals and clinics. Campus-type facilities must complete this application to begin the application process.

Contact Name: _____

Contact Title: _____

Phone number: _____

Email address: _____

Type of Facility: *(circle one)*

- ❖ School
- ❖ Municipal property:
 - Town/Village Hall
 - Park District facility
 - Library
 - Fire or Police Station
 - Garage/Outbuilding
- ❖ Church
- ❖ Community or Senior Center
- ❖ Hospital or Clinic

Facility Address: _____

If more than one facility, please list the addresses on additional sheets as necessary

Number of estimated rain barrels needed: _____

Desired delivery days/times: _____

Please return this form or send a letter to the Office of Public Affairs, Metropolitan Water Reclamation District of Greater Chicago, 100 E. Erie Street, Chicago, IL 60611 ATTN: Rain Barrel Program or email allison.fore@mwrdd.org.

Please note: This program is contingent on funding approval by the Board of Commissioners on an annual basis. Rain barrels may not be sold.
Need more information? Visit www.mwrdd.org or call (312) 751-6633.