

# VILLAGE OF STICKNEY

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



David DeLeshe  
Sam Savopoulos

Village Trustees  
Martha Gomez  
Patrick Sleighter

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

May 6, 2014

### Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2014-03 Amending Motor Vehicles and Traffic by adding Overnight Parking Restriction
7. Approve Resolution 01-2014 Approving Asset Disposition Services Agreement by and Between Propertyroom.com, Inc. and the Village of Stickney
8. Approve Resolution 02-2014 Approving the Authorizing Participation in Emergency Mutual Agreement
9. Appointments to the Board of Trustee's Committees
10. Appointments to the Department Head Administrative Departments
  - Police Chief
  - Fire Chief
  - Public Works Supervisor
  - Treasurer/collector
11. Appointment of Deputy Clerk Appointment by Village Clerk
12. Appointment of Inspector Appointments
  - a. Building Inspector
  - b. Plumbing Inspector
  - c. Electrical Inspector
13. Appointment to the Police Pension Board
14. Appointment of the Police & Fire Commissioner
15. Appointment to the Emergency Telephone System Board (911)
16. Appointment to the Safety Committee
17. Appointment to the Tree Board
18. Appointment to Parks & Recreation Committee
19. Professional Appointments
  - a. Village Attorney
  - b. Village Adjudicator
  - c. Village Prosecutor

- 20. Report from the President
- 21. Report from the Clerk
- 22. Trustee Reports/Committee Reports
  - a. Accept the Treasurer's Report for the month of February, 2014
- 23. Reports from Department Heads
- 24. Old Business
  - a. Award bid for Children's Park Improvements to Fuerte Systems, Inc. Per recommendation of Land Tech Design, Ltd.
- 25. New Business
  - a. Handicap Parking Ordinance Discussion
  - b. Action on Special Event Application for the Great Bull Run LLC and Tomato Fight
  - c. Other new business
- 26. Audience Questions
- 27. Closed Session
  - To Discuss and Consider the hiring, discipline, performance and compensation of certain personnel, matters of collective bargaining, acquisition of real property and matters of pending probable or imminent litigation.
- 27. Return to Open Session
- 28. Possible Final Action Taken in Executive Session
- 29. Adjournment

Posted May 1, 2014

**April 15, 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, April 15, 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 DeLeshe, Gomez, Lazansky, Savopoulos, Sleigher and White**

**Trustee White moved, duly seconded by Trustee Gomez, to approve the minutes of the previous regular session on Tuesday, April 1, 2014.**

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

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

**Mayor Morelli introduced the Director of Pace Bus, Alan Nowaczyk. He also is the Mayor of Willow Springs. He thanked us for our participation in the Pace Bus Shelter Ad Program. He presented a check from Pace to Mayor Morelli and the Board of Trustees in the amount of \$10,269.06 which is our municipality's share of the 2013 advertising revenue.**

**Trustee Lazansky moved, duly seconded by Trustee Gomez to accept the report from the Illinois Department of Revenue for sales tax collected for the month of January, 2014 indicating the sum of \$40,237.93.**

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

Trustee Savopoulos moved, duly seconded by Trustee Gomez to accept the report from the Illinois Department of Transportation for the month of March, 2014 in the amount of \$10,836.14.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee De Leshe moved for purpose of discussion, duly seconded by Trustee Gomez to award bid for Children's Park Improvement to Fuerte Systems, Inc., per recommendation of LandTech Design. Ltd.

The trustee's discussion ensued in this fashion: Trustee White stated that Mr. Vann's company was paid about \$31,000. How much more will be paid? Mr. Vann said that from this point the costs are on an hourly basis. Mr. Vann felt it could be \$1800 to \$2000 more for construction/observation on an estimated hourly basis.

Trustee De Leshe questioned the fencing overkill. Mr. Vann revised for a lesser specification on the materials. The contractor identified two items to reduce costs on the fencing and the complexity of the rubber surface. The subcontractor for the rubber surface has also been switched. Additional opportunities for reductions will be obtained if possible. Trustee De Leshe asked if public works can come in to demolish the park. Mr. Vann said that he was instructed to have the contractor do that although it has been done in other municipalities. Mr. Vann explained that part of the demolition can be credited back from the contractor. Note that there are specific dumps that accept some the materials. Trustee Savopoulos asked where is the village going to come up with \$125,000 and is it budgeted. Mayor Morelli said, "Yes we did." Treasurer Kurt Kasnicka said that it was budgeted through the Capital Projects Fund. That is where we make transfers from the General Fund to the Capital Projects Fund in previous years to cover projects. Trustee De Leshe asked if we have to pay this all up front and then we get reimbursed? So we have to put out the entire 250,000 plus dollars. Mr. Vann told them that is correct. It is paid out as progress is made on the job. Your books will be checked out by an accounting procedure. The state typically pays within 60 days of the project close. Treasurer Kasnicka said that the state already has the money encumbered. Trustee De Leshe asked if we turned down this grant, would it hurt us for future grants? Mr. Vann said it would put you on a blackball list. Mr. Vann said that we could file for an extension if we are making progress. We are making progress because we have a contract awarded. If we want to take a little longer to discuss things and work with the contractor, it would be a valid reason to ask for an extension. Trustee White mentioned the other demands on the money. We need an ambulance. Treasurer Kasnicka asked them to look at the treasurer's report that was given to the board today. It shows the amount of money in the Capital Fund. We were told that the fund has \$393,000. Fire Chief Meyer said that an ambulance costs is \$183,000. The need for a generator was also mentioned. Trustee De Lesch asked if we could wait until we went through the May budget process. Trustee Lazansky asked how long the bid will hold. This contractor will hold the price for 60 days unless there is an increase in costs. Mr. Vann could talk to the contractor. Trustee De Leshe voiced concern over the look of the original park. Mr. Vann didn't expect to get any great savings from this point on. It will still be a very nice park. Attorney Donald Kreger asked if any of the Capital Fund came from



bond proceeds. The treasurer said, "No." The Clerk, Audrey McAdams, referred to a notice she read about concerning \$26,000 coming our way. Then she referred to the \$10,000 from Pace, and then there is the \$100,000 that is promised from Senator Sandoval.

At this point, the lobbyist, Mark Fary, spoke. He explained that they look for opportunities. The \$100,000 is appropriated in this year's (state) budget. It could go for anything from roads, lights, roofs and anything else. He thinks that it could go for an ambulance. After Easter break, Senator Sandoval will try to change the wording on the grant to include an ambulance.

Mayor Morelli asked for action to be taken on the park tonight.

Trustee De Leshe moved, duly seconded by Trustee Savopoulos to table the awarding of the bid for the Children's Park Improvements to Fuerte Systems, Inc. per recommendation of LandTech Design, Ltd. until the next meeting.

Upon the roll call, the following Trustees voted:

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

Present: Lazansky

Nays: None

Mayor Morelli declared the motion carried.

Mayor Morelli said that the next item is up for discussion as it pertains to a variance for the cell tower located in the Children's Park. Attorney Kreger said we do not have such an ordinance. Trustee Sleigher said that the engineer, Tim Geary, suggested that we change it from a variance to a special use. Trustee Sleigher was told by the attorney that he needs to hold a special public hearing as our ordinance states. It was further explained that this board can be the applicant for the special use. Or the person that has the tower can be the applicant to file for special use. Further explanations were given. The attorney will prepare a petition for special use. No vote was necessary.

Trustee Savopoulos moved, duly seconded by Trustee White to grant permission to the Stickney/Forest View Little League to hold their May 17, 2014 parade in the Village.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Sleigher to grant permission to the Salvation Army to conduct their Donut Days Solicitation on May 30 & 31 and June 6 & 7, 2014.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

**MAYOR'S REPORT:** Mayor Morelli introduced Mark Fary, our lobbyist, who then introduced the other members of his lobbyist firm; Chris Ganschow and Robert Mularo. Mr. Fary provided a history of his lobbying involvement with the Village. It started with the original gaming bill SB744. Currently they are working on the newest gaming bill SB1739. There will be a hearing on this bill the day after this board meeting. He expects a vote to take place at the end of the regular session or in the veto session.

In addition to the gaming bills, Mark has worked for us on the Osland Grant for our proposed playground. He would consider asking Governor Quinn, who is a lover of nature, to attend our ribbon- cutting ceremony. He would also encourage Senator Sandoval to change the language in the \$100,000 grant to include the purchase of a fire engine.

We were told that as lobbyists they monitor all bills in Springfield and lobby for the bills that can help Stickney and against the ones that can hurt Stickney. They keep the Mayor informed and send reports. Trustee White asked if he could update us through reports. Trustee White said that the only reason the lobbyist is at this meeting is that no one here on this board knows anything about what he is doing. White said that they very often have to answer to the residents about the cost of a lobbyist and his \$36,000 per year salary. Each municipality is different in their requirements on updates. Mr. Fary promised to visit again after the General Assembly adjourns at the end of May. He further invited calls if there were questions or concerns.

Mark Fary's associate, Chris Ganschow then gave us an update on some of the bills they are watching in the General Assembly. They work in conjunction with the Illinois Municipal League.

**TRUSTEE REPORTS:** Trustee Gomez thanked those that helped with the Easter Egg Hunt... especially for those who donated the 14 Easter baskets. She thanked the Easter bunny for his visit. Trustee Gomez then reminded us of a job fair that will be held at Morton College on April 30. The Metropolitan Water Reclamation District will be holding a drug collections event on April 26, from 10:00 to 2:00.

Trustee Lazansky moved, duly seconded by Trustee White to accept the treasurer's report for the month of January, 2014.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky gave the police report for the month of March, 2014. The total number of calls for service; 1,864; Total number of E911 calls received; 370; Arrest by type: Traffic: 176; Village Ordinance Offences: 12; Warrants and Complaints: 11; Parking violations: 115; Total number of arrests/citations issued: 314; Total number of squad miles: 12,265; Total amount of gasoline used: 1,277 Average gas mileage/squad: 9.605 mpg.

Ordinance Activity Report for the month of March, 2014. Ordinance Investigations: 288, Business License Investigations: 15, Violation Notices Issued: 3, Miscellaneous Details: 154, S.L.O. Tickets: 1, Parking Citations Issued: 5,

Trustee Pat Sleighter reminded us that April 26, is Earth Day and Arbor Day in Veteran's Memorial Park. He informed us about the tree stump removal. They know exactly where they are. There will be no planting of trees this year. Morton Arboretum contacted him that we might be available for a grant for trees next year so we don't have to buy any. Trustee Sleighter is working with them to complete the grant process. The building inspector wanted Trustee Sleighter to mention that people need to get permits prior to starting any building projects. If you see your neighbor doing something and they didn't a permit, let us know. It is your property that is involved also. You have to protect your interest and investment.

DEPARTMENT REPORTS: Police Chief Sladetz informed us that a replacement vehicle was delivered for the 2011 Crown Vics which was pretty much totaled. The replacement is a 2014 Tahoe.

Fire Chief Larry Meyer reported that the computers in the station are quite old. A new server and four desktops were delivered. Concerning the ambulance that we were talking about for years to be replaced, it is going to be fifteen years old in August. This is very old for an ambulance. It was involved in a flood a few years ago. They are doing double ambulance calls constantly. The other ambulance they have is a 2007 and just had repairs done this week. Keep in mind that a new ambulance takes 11 months in lead time to build. So, 11 months from now it will be 2015.

Treasurer Kurt Kasnicka commented that the check that PACE gave us was a little more than \$10,000. This is a little more than the yearly check we have gotten in the past. This is our share of the advertising. The treasurer also referred to "Illinois Jobs Now Capital Bill." The clerk received information via email that Stickney is expected to receive \$26,900. We have received four other installments over the past few years. The funds are directly deposited in the Illinois Department of Transportation. In other matters, the offices will be open on Good Friday.

Attorney Donald Kreger addressed Item 17a of the agenda concerning handicapped parking. He said that from time to time we get requests to put in handicapped parking spaces put in certain places. What we don't have is an ordinance authorizes those to be granted with standards. We have one street where the whole one side of the street is handicapped parking without any follow up if there is anyone who is handicapped living at a particular place. We need to have some sort of ordinance adopted and he wants the authority to work with the clerk on that. He doesn't like spending the Village's money without the authority.

The Attorney then referred to Item 17b of the agenda concerning vehicle stickers and overnight parking. He said that it is an issue for the board to decide. The clerk was asked about the overnight parking. Clerk McAdams explained that Deputy Police Chief Rich Jaczak recommended that we not have overnight parking allowed for cars that are not licensed here. It has been done in other communities. The attorney then

said that what they wish to do with vehicle stickers is totally up to you. Also, Deputy Police Chief Rich Jaczak has been looking into other things. She then explained that she is handing out such an ordinance that is from Berwyn. Police Chief Sladetz has another ordinance from Cicero. The clerk explained that it is one of the ways that they limit the parking on the streets. Cicero charges more for subsequent cars. The Deputy Chief is looking into this as well.

Donald Kreger said that if no one objects he will prepare an ordinance for 17a for the next meeting. He felt that we need some sort of standards. He will work with the police chief on the issue of the overnight parking if there are no objections. On the issue of vehicle stickers, he didn't know if you wish to discuss this tonight or not that has to do with costs. There is also whether you want the penalty to be greater or not. He felt that he thought it was a good idea. He felt that people should not drive into our municipality and park overnight. We could provide a permit to people who will be having overnight guests. The clerk recommended that the trustees take a look at the two ordinances they will be given that refer to the licensing of vehicles. Mr. Kreger will work with the clerk accordingly.

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 8:24 p.m.

Respectfully submitted,

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Audrey McAdams, Village Clerk

Approved by me this       of       2014

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Deborah E. Morelli, Village Mayor

## **RESOLUTION No. 01-2014**

### **RESOLUTION APPROVING ASSET DISPOSITION SERVICES AGREEMENT BY AND BETWEEN PROPERTYROOM.COM, INC. AND THE VILLAGE OF STICKNEY.**

**WHEREAS**, it is in the best interest of the Village of Stickney to sell or otherwise dispose of certain surplus assets located in the “evidence room” of the Village of Stickney police department:

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Stickney, as follows:

**SECTION 1:** The Asset Disposition Services Agreement, including the Standard Fees & Services Addendum, substantially in form and substance as is attached hereto as Exhibit A, by and between PropertyRoom.com, Inc. and the Village of Stickney, be and the same is hereby approved.

**SECTION 2:** The Village President and Clerk are hereby authorized and directed to execute, on behalf of the Village of Stickney, the Asset Disposition Services Agreement.

**SECTION 3:** This resolution shall be in full force and effect from and after its adoption as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

CH2\14595850.1

## EXHIBIT A

This Asset Services Disposition Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. **Term and Termination**

a. The Agreement remains in effect starting on the Effective Date and for an amount of time ("Term") selected by Owner as follows:

- (1) An initial Term of 1-year from the Effective Date and thereafter automatically renewed for consecutive 1-year Terms; or
- (2) An initial Term of 1 to 5 years, as specified by Owner. Owner may elect to extend the Term by providing Contractor written notice prior to expiration of the then current Term.

- b. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon 30 days prior written notice to the other Party.
- c. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- d. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. **Payment for Services**

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
  - (1) Invoice Owner for Services, net of Proceeds collected, or
  - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for 6 consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended



coverage risks ordinarily included in similar policies.

- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 90 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this

Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither

## EXHIBIT A

## Asset Disposition Services Agreement

Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes

or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

OWNER	CONTRACTOR
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

### OWNER INFORMATION & CONTRACT OPTIONS SELECTED

Owner Name:	Signature Date:
Street Address:	Automatic Renewal Term Option: Yes <input type="checkbox"/> No <input type="checkbox"/>  Expiration Date Term Option (if "No" auto-renew):
City, State/Province, Postal Code, Country:	Resolution of Unpaid Monthly Service Fees: Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
Telephone:	National Joint Powers Assoc (NJPA) Agreement: Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax:	NJPA Member #:
<b>Primary Contact</b>  Name _____ Work _____ Mobile _____ Email _____	<b>Secondary Contact</b>  Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portable Auction Service ("Portable").**  
Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites.
  - b. **In-Place Auction Service ("In-Place").**  
Applying to Assets that Owner and Contractor mutually agree to auction-in-place, Contractor will sell In-Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. For clarity, Owner will maintain physical control of In-Place Assets and transfer possession to Buyers after sale.
  - c. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards.
  - d. **Haul-Away Auction Service ("Haul-Away").**  
Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul-Away Assets via public internet auction on one or more Contractor selected websites.
3. **Fees for Services.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs, e.g., credit card fees, equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
  - f. **Portable Service.** Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% of the Winning Bid.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portable Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Sales Unit.** A "Sales Unit" equals one or more Owner assets grouped into a single auction lot and resulting in a single Winning Bid.
    - (5) **Warehouse Processing Cost.** The "Warehouse Processing Cost" equals \$4.99 per Sales Unit. The product of total Sales Units times the Warehouse Processing Cost will be deducted from Owner Net Proceeds.
    - (6) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- g. **In-Place Auction.** Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In-Place Asset, Success Fee equals 5% of Winning Bid.
  - (2) **Net Proceeds.** For each In-Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- h. **Impound Service.** Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
  - (2) **Tow & Misc Fees.** Contractor and Owner will mutually agree on tow and miscellaneous Service fees in a separate addendum that specifies tow processes and related fees for Client-specific needs ("Tow & Misc Fee Schedule"). The Tow & Misc Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes). Miscellaneous fees required by Owner, such as de-identification (e.g., decal removal) or removal of special equipment (e.g., police radios or light bars), will also be listed on the schedule along with associated pricing.
  - (3) **Storage Fees.** For Assets sold at auction, daily storage fees ("Owner Storage Fees") equal \$7.50 per Asset per day. For Released Vehicles, daily storage fees ("Citizen Storage Fees") equal \$15.00 per vehicle per day. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments").
- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Misc Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
- i. **Haul-Away Service.** Owner will pay Contractor a Success Fee and Tow & Misc Fees as specified below.
- (1) **Success Fee.** For each Haul-Away Asset, Success Fee equals 12.5% of Winning Bid.
  - (2) **Net Proceeds.** For each Haul-Away Asset, Winning Bid less the sum of Success Fee, Tow & Misc Fees, and PP Costs equals Owner Net Proceeds.
- j. **Modifications.** Contractor may, from time to time, modify Service fees. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum "Fees for Services" paragraph.

**OWNER**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **RESOLUTION No. 02-2014**

### **RESOLUTION APPROVING AND AUTHORIZING PARTICIPATION IN EMERGENCY MUTUAL AID AGREEMENT.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Stickney, Illinois, as follows:

**SECTION 1:** The President and Board of Trustee of the Village of Stickney hereby find that it is in the best interest of the Village of Stickney to approve, execute and participate in an Emergency Mutual Aid Agreement by and among the following municipalities.

1. **VILLAGE OF BROOKFIELD, ILLINOIS**
2. **CITY OF COUNTRYSIDE, ILLINOIS**
3. **VILLAGE OF FOREST VIEW, ILLINOIS**
4. **VILLAGE OF HODGKINS, ILLINOIS**
5. **VILLAGE OF INDIANHEAD PARK, ILLINOIS**
6. **VILLAGE OF LAGRANGE, ILLINOIS**
7. **VILLAGE OF LAGRANGE PARK, ILLINOIS**
8. **VILLAGE OF LYONS, ILLINOIS**
9. **VILLAGE OF MCCOOK, ILLINOIS**
10. **VILLAGE OF NORTH RIVERSIDE, ILLINOIS**
11. **VILLAGE OF RIVERSIDE, ILLINOIS**
12. **VILLAGE OF STICKNEY, ILLINOIS**
13. **VILLAGE OF WESTERN SPRINGS, ILLINOIS**

**SECTION 2:** The President and Board of Trustees hereby approves and accepts the Emergency Mutual Aid Agreement and hereby ratifies and confirms all of the terms and conditions now contained in said Emergency Mutual Aid Agreement, a copy of which is attached to this Resolution.

**SECTION 3:** The Village President and Clerk are hereby authorized and directed to execute, on behalf of the Village of Stickney, the Emergency Mutual Aid Agreement, as

aforesaid, and all acts of the Village President and/or Clerk taken with reference to signing such agreement are hereby ratified and confirmed.

**SECTION 4:** This resolution shall be in full force and effect from and after its adoption as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

CH2\14595251.1



## EMERGENCY MUTUAL AID AGREEMENT

Pursuant to the authority granted under the Illinois Municipal Code and in particular under Section 11-1-2.1 thereof, Section 10 of Article VII of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, Chapter 1227, Sections 741, et. seq., and in consideration of the mutual agreements herein made and approved by:

1. VILLAGE OF BROOKFIELD, ILLINOIS
2. CITY OF COUNTRYSIDE, ILLINOIS
3. VILLAGE OF FOREST VIEW, ILLINOIS
4. VILLAGE OF HODGKINS, ILLINOIS
5. VILLAGE OF INDIANHEAD PARK, ILLINOIS
6. VILLAGE OF LAGRANGE, ILLINOIS
7. VILLAGE OF LAGRANGE PARK, ILLINOIS
8. VILLAGE OF LYONS, ILLINOIS
9. VILLAGE OF MCCOOK, ILLINOIS
10. VILLAGE OF NORTH RIVERSIDE, ILLINOIS
11. VILLAGE OF RIVERSIDE, ILLINOIS
12. VILLAGE OF STICKNEY, ILLINOIS
13. VILLAGE OF WESTERN SPRINGS, ILLINOIS

All of the Villages and Cities above, being hereinafter designated as "Participating Municipalities," agree as follows:

Section 1: As used herein, the following terms shall have the following meanings:

GENERAL PLAN – shall mean the Emergency Mutual Aid Plan in case of Disaster/Civil Disorder, attached hereto as Exhibit "A" and made a part hereof together with such amendments thereto (which do not increase the liabilities or obligations of Participating Municipalities and are not otherwise in conflict with the provisions of this agreement.) as may from time to time be duly approved by each Participating Municipality.

INITIATING MUNICIPALITY – shall mean any Participating Municipality which shall issue an emergency call in accordance with the provisions of the General Plan, but only with respect to the emergency or circumstances directly or indirectly relating thereto, for which such call is issued.

Section 2: Each of the Participating Municipality agrees to use its best efforts to provide immediate emergency police assistance under the General Plan or to provide assistance with personnel and resources for serious criminal activities which constitute a community threat to any Initiating Municipality which shall issue an emergency call pursuant to the General Plan, provided, however, that such emergency police assistance shall be provided ONLY upon strict compliance with the provisions of the General Plan and of this agreement, and that no Participating Municipality shall have any obligation hereunder or under the General Plan to

provide any emergency police assistance or their assistance to any municipality which is not a Participating Municipality and provide further that no Participating Municipality shall be liable for any damages on account of its failure or inability for any reason to provide such emergency police assistance. Those authorized to issue an emergency call for assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality.

Section 3: All of the police departments of all of the Participating Municipalities shall maintain the ability to communicate with one another continuously by means of at least one commonly used radio frequency or band.

Section 4: Each Participating Municipality which provides emergency police assistance under the General Plan shall be individually liable for any and all claims, demands, causes of action, damages, and liability, and for any loss of or damage to any equipment or property of such Participating Municipality, arising out of or connected directly or indirectly with its activities in response to an emergency call issued by the Initiating Municipality; except where the damages or injury complained of arises out of the use of equipment loaned to the Initiating Municipality, such Initiating Municipality shall indemnify, defend, and save harmless, the Participating Municipality which loaned such equipment against any and all claims, demands, causes of action, damages, and liability, and against any loss of or damage to any such loaned equipment of such Participating Municipality.

Section 5: Each Participating Municipality shall indemnify, defend, and save harmless, its own police officers and/or other law enforcement officers and/or personnel responding to the emergency call in accordance with the provisions of Articles 1-4-5 and 1-4-6 of the Illinois Municipal Code.

Section 6: Each Participating Municipality agrees that it will, at all times, carry insurance, insuring such Participating Municipality for payment of the obligations covered by the indemnity and reimbursement provisions of sections 4 and 5 of this agreement and such insurance coverage shall have limits of liability not less than the following:

	EACH PERSON	EACH OCCURRENCE
BODILY INJURY	\$500,000.00	\$1,000,000.00
PROPERTY DAMAGE	\$100,000.00	\$300,000.00
PERSONAL INJURY OTHER THAN BODILY INJURY	\$500,000.00	\$1,000,000.00

Section 7: Any Participating Municipality whose police officers or other law enforcement officers and/or personnel have responded to an emergency call under the General Plan may recall such officers or personnel under either of the following circumstances:

- A) If such Participating Municipality shall itself issue an emergency call under the General Plan; or

- B) If in the judgment of the Commanding Officer of such Participating Municipality there is a need for such officers or personnel in the Participating Municipality, such officers/personnel may be recalled on reasonable notice to the ranking officer in charge of the Initiating Municipality.

Section 8: Police officers furnishing assistance under this agreement shall have all of the powers of police officers of the Initiating Municipality and are subject to the direction of the Chief of Police or ranking Commanding Officer in Charge of the Initiating Municipality. It shall be the responsibility of the Initiating Municipality to record the Participating Municipalities, their respective duties and assignments, and to collect historical data of the emergency or incident. In addition, the Initiating Municipality shall:

- 1) Provide for the servicing of the news media.
- 2) Have readily available at its headquarters a plan or locating (with alternatives) sites for a command and communications center, receiving and staging area(s) for all police, and other assisting agencies such as utility companies, ambulances, firemen and equipment, tow trucks, Red Cross, hazmat teams etc. and all other equipment/manpower that may be called in to assist toward the successful termination of the emergency or incident.
- 3) Be solely responsible for notifying all outside agencies to be called in based upon its needs and in accordance with its own Disaster/Civil Disturbance Plan.
- 4) Be responsible for relieving, feeding, and for the billeting, as may be required by the duration of the emergency or incident, of all such personnel who have responded to the call.
- 5) Replace (at a later time) all equipment or supplies expended or consumed by the Participating Municipality in terminating the emergency or incident.

Section 9: In the event that any Participating Municipality shall fail to maintain the insurance coverage required by Section 5 hereof, the other Participating Municipalities shall give written notice of such failure to each Participating Municipality, and so long as such failure continues, other Participating Municipalities shall not be obligated under the General Plan to respond to any emergency call issued by the municipality so failing to maintain the required insurance coverage. In the event of any other violation of the provisions of this Agreement or of the General Plan, the offending municipality may be excluded from the benefits of the Plan by the affirmative action of the corporate authorities of a majority of the Participating Municipalities.

Section 10: This Agreement shall remain in effect until such time as it is formally terminated by the Parties hereto, or there are fewer than two (2) Participating Municipalities remaining; provided any Participating Municipality may at any time withdraw by providing ninety days (90) written notice of its intent to withdraw delivered to each of the remaining

Participating Municipalities, and provided that all its debts and obligations then accrued under Sections 4 and 5 hereof have been paid or settled.

Section 11: This Agreement shall appear as a preface to each participating police departments' Emergency Disaster/Civil Disorder plan maintained by each such department.

Section 12: The parties to this Agreement, listed on page 1 of said Agreement, hereby ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978 and subsequently amended.

APPROVED AND ACCEPTED: As evidenced by the attached signed document copies (the original of each document being on file with its Municipality) from each Participating Municipality and included as Exhibit "B" of this Agreement.

Dated: \_\_\_\_\_

Approved and Accepted:

\_\_\_\_\_  
Name of Municipality

By: \_\_\_\_\_  
Mayor or Village President

Attest:

\_\_\_\_\_  
Clerk

**EXHIBIT "B"**

Participating Municipalities, and provided that all its debts and obligations then accrued under Sections 4 and 5 hereof have been paid or settled.

Section 11: This Agreement shall appear as a preface to each participating police departments' Emergency Disaster/Civil Disorder plan maintained by each such department.

Section 12: The parties to this Agreement, listed on page 1 of said Agreement, hereby ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978 and subsequently amended.

APPROVED AND ACCEPTED: As evidenced by the attached signed document copies (the original of each document being on file with its Municipality) from each Participating Municipality and included as Exhibit "B" of this Agreement.

Dated: \_\_\_\_\_

Approved and Accepted:

\_\_\_\_\_  
Name of Municipality

By: \_\_\_\_\_  
Mayor or Village President

Attest:

\_\_\_\_\_  
Clerk

**EXHIBIT "A"**

**EMERGENCY MUTUAL AID AGREEMENT**

**GENERAL DISASTER/CIVIL DISORDER PLAN**

1. Every outside assisting agency reporting, wherein two or more personnel respond, shall have one (1) individual designated as IN CHARGE of that department's personnel.
2. The respective municipal department, wherein the incident occurs, shall have a permanently designated command post site, or
3. Should the situation necessitate, Alternate Command Post Sites would be designated by the municipal department, wherein the incident occurs, at the time the mutual aid request is made.
4. The In Charge Individual of the outside assisting agency shall report to the Command Post, of the requesting agency wherein the incident occurs, and receive a duty assignment for his personnel.
5. The reporting assisting agency shall accept the responsibility to complete the assignments as given.
6. The reporting assisting agency agrees to act under the supervision of, and to assist in any way requested, the supervising officer(s) of the municipal department wherein the incident occurs.
7. The outside assisting agency agrees to respond to the mutual aid request with all such equipment as has been agreed to be provided (See attached supplements) as quickly after any such request as is practical.
8. This mutual aid from all outside assisting agencies shall be provided upon DIRECT request from the municipal department wherein the incident occurs.

## MCAT UNIT PARTICIPANT ACCEPTANCE

THIS OPERATIONAL PROCEDURE FOR THE MCAT UNIT HEREIN PRESENTED HAVING BEEN REVIEWED BY THE AGENCY CHIEFS OF THE MEMBER AGENCIES UNDER AUTHORITY OF THE **MUTUAL AID AGREEMENT** AND HAVE BEEN APPROVED AND ADOPTED AS INDICATED BY THE SIGNATURES OF THOSE AGENCY CHIEFS AFFIXED BELOW. THIS OPERATIONAL PROCEDURE REPLACES ALL PREVIOUS PROCEDURES ADOPTED PRIOR TO THE DATE BELOW BY PARTICIPATING MEMBER AGENCIES.

**PROCEDURE REVIEW, APPROVED, ACCEPTED AND ADOPTED ON THIS THE \_\_\_\_\_**  
\_\_\_\_\_, DAY OF \_\_\_\_\_, 2013 by:

\_\_\_\_\_  
Steven Stelter, Chief  
Brookfield Police Department

\_\_\_\_\_  
Harley Schinker, Chief  
Lyons Police Department

\_\_\_\_\_  
Joseph Ford, Chief  
Countryside Police Department

\_\_\_\_\_  
Mario DePasquale, Chief  
McCook Police Department

\_\_\_\_\_  
Larry Brouk, Chief  
Forest View Police Department

\_\_\_\_\_  
Lane Niemann, Chief  
North Riverside Police Department

\_\_\_\_\_  
Ernest Millsap, Chief  
Hodgkins Police Department

\_\_\_\_\_  
Thomas Weitzel, Chief  
Riverside Police Department

\_\_\_\_\_  
Frank Alonzo, Chief  
Indian Head Park Police Department

\_\_\_\_\_  
John Sladetz, Chief  
Stickney Police Department

\_\_\_\_\_  
Michael Holub, Chief  
La Grange Police Department

\_\_\_\_\_  
Pamela Church, Chief  
Western Springs Police Department

- This agreement shall remain in effect until such time as it shall be terminated by mutual consent of all participating agencies. Any agency may withdraw from this agreement by notifying all other member agencies, in writing, of its intent to withdrawing must give ninety (90) days notice of such withdrawal, and must satisfy all outstanding obligations incurred prior to such withdrawal.
- Village of LaGrange Park is participating in the Mutual Aid Agreement but the LaGrange Park Police Department has chosen not to participate in the MCATS Program.



**VILLAGE OF STICKNEY**

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**ORDINANCE NO. 2014-03**

**AN ORDINANCE AMENDING CHAPTER 14 “MOTOR VEHICLES AND TRAFFIC”  
BY ADDING SECTION 14-161.2 RELATING TO OVERNIGHT PARKING**

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Published in pamphlet form by the  
authority of the President and Board of  
Trustees of the Village of Stickney this  
\_\_\_\_ day of \_\_\_\_\_, 2014

Passed by the President and  
Board of Trustees of the  
Village of Stickney on the  
\_\_\_\_ day of \_\_\_\_\_, 2014

**ORDINANCE NO. 2014-03**

***AN ORDINANCE AMENDING CHAPTER 14 "MOTOR VEHICLES AND TRAFFIC"***

***BY ADDING SECTION 14-161.2 RELATING TO OVERNIGHT PARKING***

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

**Section 1.** Chapter 14, "Motor Vehicles and Traffic" of the Municipal Code, Village of Stickney, Illinois is hereby amended by adding thereto Section 14-161.2 "Overnight Parking" to read as follows:

**Section 14-161.2 Overnight Parking.**

Except for physicians or operators of emergency vehicles on emergency calls and those persons receiving temporary exemption granted by the police department to allow for overnight guests or short-term construction, no person other than a resident of the Village of Stickney shall park a vehicle on any village street between the hours of 2:00 o'clock a.m. and 6:00 o'clock a.m. of any day.

**Section 2.** This Ordinance shall be in full force and effect upon its passage, approval, publication in pamphlet form and posting of signs as provided by law.

Passed by the President and Board of Trustees of the Village of Stickney, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President Deborah Morelli of the Village  
of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Audrey McAdams  
Clerk of the Village of Stickney, Cook County, Illinois

**VILLAGE OF STICKNEY**

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**ORDINANCE NO. 2014-04**

**AN ORDINANCE AMENDING CHAPTER 14 “MOTOR VEHICLE AND TRAFFIC”  
OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS BY REVISING  
SECTION 14-159**

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Published in pamphlet form by the  
authority of the President and Board of  
Trustees of the Village of Stickney this  
\_\_\_\_ day of \_\_\_\_\_, 2014

Passed by the President and  
Board of Trustees of the  
Village of Stickney on the  
\_\_\_\_ day of \_\_\_\_\_, 2014

**ORDINANCE NO. 2014-04**

***AN ORDINANCE AMENDING CHAPTER 14 "MOTOR VEHICLE AND TRAFFIC"***

***OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS***

***BY REVISING SECTION 14-159***

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

**Section 1.** Section 14-159 entitled "Parking areas for handicapped persons" of Chapter 14, "Motor Vehicles and Traffic" of the Municipal Code, Village of Stickney, Illinois is hereby amended to read as follows:

**Sec. 14-159 Parking areas for handicapped persons.**

- (a) The reservation of on street parking spaces for persons with permanent disabilities or disabled veterans as defined under state law shall be pursuant to the provisions of this section and the applicable portions of the Illinois Vehicle Code.
  - (1) Reserved parking shall be allowed curbside of a public street within residentially zoned areas.
  - (2) The reserved space shall be marked by the posting of two signs, 22 feet apart, erected by the Supervisor of Public Works in the form and manner prescribed under 11-1301 of the Illinois Vehicle Code (ILCS Ch. 625, Act 5, 11-1301).

- (3) The reserved parking space shall be located within the limits of the individual's residence and as close as possible to the frontage of the residence where the permanently disabled person resides. The Village reserves the right to post signs at its discretion based on existing conditions, and shall not be permitted in such a manner to unduly harm or cause hardship to other residents residing in the area.
  - (4) The on-street reserved parking space shall be designated and posted, provided that all the criteria in the application process have been met.
- (b) The Village shall accept applications from residents with permanent disabilities as defined under 1-159.1 of the Illinois Vehicle Code (ILCS Ch. 625, Act 5, 1-159.1) or from a member of the household having direct care of the disabled person. Applicants must agree to participate in a site visit. Applications shall be reviewed to determine whether the criteria included in the Illinois Vehicle Code and listed herein have been met:
- (1) An application on a form to be prescribed by the Police Department has been completed, and verified by the signature of the applicant;
  - (2) The applicant has no outstanding debts with the Village;
  - (3) The person who is permanently disabled or a disabled veteran as defined under state law must be a lawful resident of the Village at the address for which the installation of the reserved parking signs are requested. Written

evidence of the residency must be provided to the Police Department at the time the application is submitted;

- (4) The applicant must verify that neither the permanently disabled or disabled veteran resident involved has reasonable access to and use of a driveway for parking located at the address of the permanently disabled or disabled veteran resident of the Village.
  - (5) If the applicant is not the owner of the property at which the permanently disabled or disabled veteran resides, the written approval of the owner or property manager of the property for the installation of the reserved parking space signs must be provided at the time of application. If the property is transferred, a new application, investigation process and approval letter from the new owner shall be required.
- (c) Applications shall be reviewed by the Police Chief or person designated by the Police Chief and the Supervisor of Public Works, each determining whether or not additional information or investigation is necessary. The decision of the Supervisor of Public Works shall be the final determination of eligibility and the grant or denial of the application.
- (d) There shall be parking by permit for persons holding a Stickney disabled parking sticker.
- (1) The sticker shall be numbered to correspond to the sign posted or to the property, and it shall be unlawful to park any vehicle other than the



vehicle bearing that disabled parking permit number in any such reserved parking space.

- (2) Vehicles parked in any such reserved parking space shall display a valid and current disabled plate or placard and a valid Stickney disabled parking permit sticker.
  - (3) The Supervisor of Public Works shall develop the appropriate signage, in compliance with this section and ILCS Ch. 625, Act 5 § 11-1301 et seq., clearly designating the disabled parking permit numbers.
- (e) All reserved parking space designations shall expire or terminate at such time as the person for whom the reserved parking has been granted is no longer residing on the property to which the reserved parking applies. The Ordinance Enforcement Officer of the Village of Stickney shall annually review each disabled parking permit previously issued and all renewal applications, and determine whether or not the need for the sticker still exists.
- (1) The holder of the disabled permit sticker shall have ten days from the date of receipt of a termination notice to object to the action taken and submit to the Supervisor of Public Works proof of the continuing need for the reserved parking privilege. All objections to any termination notice must be made in writing and received within the ten-day period.
  - (2) Upon expiration of the ten-day period the Supervisor of Public Works shall cancel and recall the disabled parking permit previously issued. The

Supervisor of Public Works, upon expiration of the ten-day objection period, unless otherwise notified by the Village, shall remove all “Reserved Parking Only” signs posted and erected to accommodate the disabled parking permit previously issued.

- (f) It shall be the affirmative duty of the person with a permanent disability, their resident family member or caretaker to immediately notify the Village if the individual in question no longer meets the requirements under this section or no longer resides at the location to which the reserved parking space applies. Upon such notification the permit sticker shall be deemed terminated and the Supervisor of Public Works shall cause the signs of such reserved parking to be removed.
- (g) Applicable portions of this section shall be applied to traffic warning signs for handicapped or disabled residents. Alternate solutions will be considered prior to the installation of these signs. These signs shall be subject to the approval of the Supervisor of Public Works.
- (h) No person shall sell, assign, rent or lease any disabled parking permit or charge a fee for the use thereof. No person shall file a sworn affidavit, as required herein, which the person knows to be false or believes to be false at the time of filing.
- (i) No person shall continue to display a disabled parking permit which has been terminated, cancelled and recalled pursuant to this section.

- (j) Whoever violates any of the provisions of this Section shall be fine not more than \$250.00, except that anyone who fraudulently uses a handicapped parking permit in violation of this Section, shall be subject to a \$500.00 fine.

**Section 2.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 3.** This Ordinance shall be in full force and effect upon its passage approval and publication in pamphlet form as provided by law.

Passed by the President and Board of Trustees of the Village of Stickney, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
President Deborah Morelli of the Village  
of Stickney, Cook County, Illinois

ATTESTED, Filed in my office,  
and published in pamphlet form  
this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Audrey McAdams  
Clerk of the Village of Stickney, Cook County, Illinois

**THE GREAT BULL RUN AND TOMATO ROYALE PARTICIPANT AGREEMENT INCLUDING  
PHOTOGRAPHY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION**

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

**I. Parties**

Released Parties include THE GREAT BULL RUN LLC, ROYAL PURPLE RACEWAY, all event and photograph sponsors and advertisers, governmental bodies and/or municipal agencies whose property and/or personnel are used, and any and all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, employees, contractors, insurers, agents, volunteers, equipment suppliers and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

**II. Photography Release and Agreement**

I hereby grant permission to The Great Bull Run LLC and its agents to photograph my image, likeness or depiction and/or that of my minor children (if applicable) and to edit, crop or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by The Great Bull Run LLC and its agents worldwide for any purpose, including advertisement purposes, and in any medium, including print and electronic. I understand that The Great Bull Run LLC and its agents may use such photographs with or without associating names thereto.

I further waive any claim for compensation of any kind for The Great Bull Run LLC's or its agents' use or publication of photographs of me and/or those of my minor children (if applicable). I hereby fully and forever discharge and release The Great Bull Run LLC and its agents from any claim for damages of any kind (including, but not limited to, invasion of privacy, defamation, false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) by The Great Bull Run LLC or its agents, and covenant and agree not to sue or otherwise initiate legal proceedings against The Great Bull Run LLC or its agents for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

I agree to make no commercial use of any video, photograph, image or likeness taken at the Event without the written consent of The Great Bull Run LLC.

**III. Assumption of Inherent Risks**

The Great Bull Run and Tomato Royal (hereafter, collectively referred to as the "**Event**") involve, but are not limited to, stampeding animals, including bulls, steers, cattle and horses in tight spaces, stampeding participants in tight spaces and participants intentionally throwing tomatoes and other projectiles at each other in an enclosed space. **THE EVENT IS A HAZARDOUS ACTIVITY THAT PRESENTS A SERIOUS PHYSICAL AND MENTAL CHALLENGE TO PARTICIPANTS.**

I acknowledge that the Event is a serious test of my physical and mental limits that involves inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the Event) regardless of the care and precautions taken by The Great Bull Run LLC and the other Released Parties. I understand that these hazards may be magnified due to the fact that the Event is often conducted under what may be extreme conditions and circumstances, including rain, snow, extreme heat and cold, uneven terrain and extreme elevation.

I understand and acknowledge that the inherent risks include, but are not limited to: (1) contact or collision with live animals, including, but not limited to, bulls, steers, cattle or horses; (2) contact or collision with other participants, spectators or course personnel; (3) contact or collision with inanimate objects, including walls, fencing, crates, bales and other barriers; (4) collision with tomatoes or other projectiles intentionally thrown by participants; (5) environmental hazards, including extreme heat, extreme cold, humidity, ice, rain, fog, mud, dirt, dust and prolonged exposure to sunlight; and (6) erratic or inappropriate behavior by my fellow participants.

I further understand and acknowledge that any of these risks and others not specifically named may cause injuries that may be categorized as minor, serious or catastrophic. Minor injuries are common and include, but are not limited to, scrapes, bruises, sprains, nausea and cuts. Serious injuries are less common, but do sometimes occur. They include but are not limited to, property loss or damage, broken bones, torn ligaments, concussions, deep lacerations or puncture wounds, exposure, heat-related illness, damage to internal organs, mental stress or exhaustion, infection and concussions. Catastrophic injuries are rare, however, participants should be aware of the possibility that such an injury can occur at the Event. These injuries can include permanent disabilities, damage to internal organs, spinal injuries and paralysis, stroke, heart attack and death.

I understand that it is my responsibility to inspect the course, facilities, equipment and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the Event, I acknowledge that I have found the course, facilities, equipment and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility

for the condition and adequacy of my own equipment, including clothes, footwear and protective eyewear (to be worn during the Tomato Royale portion of the Event)

I understand fully the inherent risks involved in the Event and assert that I am willingly and voluntarily participating in the Event. I have read the preceding paragraphs and acknowledge that (1) I understand the nature of the Event; (2) I understand the physical and mental demands that this activity will place upon me, and (3) I understand that I may be injured by participating in the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses or expenses that I incur as a result of participating in the Event.

#### **IV. Waiver of Liability for Ordinary Negligence**

In consideration of being permitted to participate in the Event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue and discharge The Great Bull Run LLC and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the Event or the ORDINARY NEGLIGENCE of The Great Bull Run LLC (or other Released Parties) that I may have arising out of my participation in the Event.

This agreement applies to (1) personal injury (including death) from incidents or illnesses arising from the Event participation, including injury during course inspection, observation, practice runs, the Event and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms and dressing facilities); and (2) any and all claims resulting from damage to, loss of, or theft of property.

#### **V. Indemnification Agreement**

I hereby agree to hold harmless, defend and indemnify The Great Bull Run LLC and the other Released Parties from any and all claims made by me or any Releasing Party arising from injury or loss due to my participation in the Event. This applies both to claims arising from the inherent risks of the Event or the ordinary negligence of The Great Bull Run LLC or any Released Parties.

I further agree to hold harmless, defend, and indemnify The Great Bull Run LLC and the other Released Parties against any and all claims of co-participants, rescuers and others arising from my conduct in the course of my participation in the Event.

#### **VI. Venue and Jurisdiction**

I agree that the appropriate state or federal trial court for any legal action arising from this Agreement will be the one located in the State and county in which this Event took place.

#### **VII. Severability**

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision shall be found to be unlawful, void or for any reason unenforceable, that provision shall be severed from this Agreement without affecting the validity and enforceability of any remaining provisions.

#### **VIII. Mediation and Arbitration**

In the Event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies or claims arising out of my participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

#### **IX. Participant Attestations**

1. I assert that I am in good health and in proper physical condition to safely participate in the Event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event or that would result in my participation creating a risk of danger to myself or to others.
2. I acknowledge that The Great Bull Run LLC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
3. I assert that I have not been advised or cautioned against participating by a medical practitioner.
4. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
5. I attest that I am covered by medical insurance.
6. In the Event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate The Great Bull Run LLC personnel and emergency medical personnel at the Event to make emergency medical decisions on my behalf.

7. I authorize The Great Bull Run LLC to secure emergency medical care or transportation when deemed necessary by The Great Bull Run LLC and agree to assume all costs of such care and transportation
8. I acknowledge that The Great Bull Run LLC has instituted rules for the protection of myself and my co-participants. I agree to familiarize myself with those rules and follow them throughout the Event. I also recognize the authority of The Great Bull Run LLC to halt my participation and, if necessary, have me removed from the premises, if my participation, conduct or presence endangers myself or my co-participants

**Acknowledgment of Understanding:**

I have read this Photography Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all rights to photographs of myself or my minor children (if applicable) and all liability due to ORDINARY NEGLIGENCE of The Great Bull Run LLC and the other Released Parties or the INHERENT RISKS of the activity, to the greatest extent allowed by law.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_