

# VILLAGE OF STICKNEY

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



David DeLeshe  
Mitchell Milenkovic

Village Trustees  
Mary Hrejsa  
Sam Savopoulos

James Lazansky  
Jeff White



Deborah E. Morelli  
Village President

Kurt Kasnicka  
Village Treasurer

Audrey McAdams  
Village Clerk

## REGULAR MEETING BOARD OF TRUSTEES

Tuesday, July 7, 2015

7:00 p.m.

### Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2015-08, "An Ordinance Regarding the Use of Motor Fuel"
7. Pass and Approve Ordinance 2015-09, "An Ordinance Authorizing and Approving Certain Agreements with T-Mobile USA Tower LLC for the Village of Stickney"
8. Pass and Approve Ordinance 2015-10, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Between the Village of Stickney and Lyons Elementary School District 103 for the Village of Stickney"
9. Approve the July 25, 2015 Block Party on 40<sup>th</sup> Place between Home & Wisconsin
10. New Business
  - a. Discussion Regarding the Possible Formation of a Tax Increment Financing District Within the Village of Stickney
11. Report from the Mayor
12. Report from Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Audience Questions
16. Closed Session
- Discussion of Probable and Imminent Litigation pursuant to 5 ILCS 120/2 (c) (11) (2015)
17. Return to Open Session
18. Possible Final Action Taken in Executive Session
19. Adjournment

Posted July 2, 2015

**June 16, 2015**

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

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, June 16, 2015 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, Hrejsa, Lazansky, Milenkovic, Savopoulos and White**

**Trustee White moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session on Tuesday, June 2, 2015.**

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

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

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

**Trustee White moved, duly seconded by Trustee Lazansky to accept the report from the Illinois Department of Revenue for sales tax collected for the month of March, 2015 indicating the sum of \$39,743.58.**

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

**Trustee Lazansky moved, duly seconded by Trustee Milenkovic to accept the report from the Illinois Department of Transportation for the month of May, 2015 in the amount of \$14,819.01.**

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

Trustee Savopoulos moved, duly seconded by Trustee Lazansky to Pass and Approve Ordinance 2015-06, "An Ordinance Establishing the Prevailing Wage Rates for the Construction of Public Works Projects for the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2015-07, "An Ordinance Authorizing Northern Illinois Gas Company to Construct, Operate and Maintain a Gas Distributing System in and through the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee White to approve Resolution 14-2015, "A Resolution Approving the Submission of the Justice Assistance Grant Application to the Cook County Board President and the Cook County Board of Commissioners."

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Lazansky to approve Resolution 15-2015, "A Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency."

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

Trustee Lazansky moved, duly seconded by Trustee Savopoulos to grant permission to the Stickney Fire Department to conduct their Muscular Dystrophy Association Solicitation "Fill the Boot" on June 19-22, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

**MAYOR'S REPORT:** A letter was read from Cook County Commissioner, Jeffery R. Tobolski, Chairman of the Committee on Homeland Security and Emergency



Management. He was congratulating the Stickney Police Department on the \$13,100 JAG Program Grant they received from Homeland Security and Emergency Management. The Mayor read a letter from Wayne E. Partun, of the Combined Veterans of Berwyn where he was thanking the Mayor for her kind words spoken at the Mount Auburn Memorial Day Ceremony. The Mayor reminded the audience that the Music in the Park has started. The contributions currently stand at \$4,700.00. This has paid for the Music in the Park. We had a nice time last week.

**TRUSTEES REPORTS:** Trustee De Leshe gave the fire report for May, 2015 as follows: Ambulance calls; 50: Mutual Aid Calls; 7: Service Calls; 6: Fire Calls; 6: Hazardous Condition Calls; 1: Motor Vehicle Accidents; 9: Working Fires; 1: Brush/Trash Fire Calls; 0: Car Fires; 0: Total calls for the month of May: 80; Total calls for 2015: 446.

Trustee De Leshe also announced there is going to be a Community Clean-Up Day on June 27, 2015, 9:00 a.m. to noon at 41<sup>st</sup> and Ridgeland. We will have electronic and shredding services available. The shredding truck will be on site to shred your paperwork before your eyes. They are requesting that you have a Stickney ID. This precaution is necessary so we don't have people from outside using us for their dumping. This service is a benefit for our Stickney residents.

Trustee Hrejsa informed us that the new park by the library is up and running. Kids are having a blast. The park is loaded with kids and their parents. The Parks and Recreation Advisory Committee had their first meeting to discuss some upcoming events they are considering. These meetings are open to the public and they are posted on the bulletin board 48 hours prior to the meeting. She also mentioned the Music in the Park sponsor's sign located near the pavilion for Music in the Park. She herself is a sponsor and is quite unhappy with the sign at the pavilion. It is four x four and contains the names of 18 sponsors on it. You have to stand up close to see it. It is all in black. All the names are bunched together. There is a sign on Oak Park Avenue that is four x twelve. It says Mayor Deborah Morelli and Music in the Park. If we could have spent the \$100 for the sign on Oak Park instead of \$60 for the sign on Ridgeland, maybe we could have had a bigger sign with all sponsors because they donated \$4700. She said that she knew that was for a lot of the bands, but we have to recognize our sponsors. We have to recognize our volunteers. So if we could have had a bigger sign by the pavilion with sponsors on one side and on the other side the bands and the dates they are playing and maybe the cruise nights. The Mayor interjected that the sign on Oak Park does have the cruise nights. Trustee Hrejsa clarified that the sign at the pavilion does not have the cruise nights listed and all the people are asking about that. You can't read it on Oak Park Avenue. Or, they didn't know that it was there. If we had a big sign when people are at Music in the Park then people would know what is happening next week. Mayor Morelli told the trustee that she brings the calendars with for the schedule. Trustee Hrejsa asked who was in charge of ordering the signs. The Mayor said that she was. She said that these are the same ones that were done for the last couple of years. Trustee Hrejsa said that it is sad. The Mayor told her that it is sad that everything that is done is sad to you. And, she is sad that you feel bad about that.

In addition, Trustee Hrejsa provided possible ideas she has learned about from other communities pertaining to their dog parks to keep them up and running. They have



bought bricks inscribed with their beloved pet's names. The donation goes towards the park. A lot of people love their pets and they would want to do this. It works well in other communities.

Trustee Lazansky gave the police report for the month of May, 2015. The total number of calls for service; 1,916; Total number of E911 calls received; 560; Arrest by type: Traffic: 115; Village Ordinance Offences: 24; Warrants and Complaints: 4; Parking violations: 239; Total number of arrests/citations issued: 382; Total number of squad miles: 11,827; Total amount of gasoline used: 1,989.4; Average gas mileage/squad: (the chief said it was about 9 mpg).

Ordinance Activity Report for the month of May, 2015. Ordinance Investigations: 362, Business License Investigations: 6, Violation Notices Issued: 25, Miscellaneous Details: 170, S.L.O. Tickets: 7, Parking Citations Issued: 108.

Trustee Milenkovic reported on the Prevailing Wage Act that we passed this evening. He gave pertinent rules that must be followed concerning publicizing and posting of this information. He also questioned the treasurer concerning the publishing of the budget appropriations. It will be published in the *LIFE* newspaper on July 19, 2015. He would like to bring back "Operation Troops" that was previously handled by Trustee Walik. He will be conferring with Police Chief John Sladetz to help coordinate the collection. A list of needed items was given.

Trustee Savopoulos announced the parking restrictions on 41<sup>st</sup> and Ridgeland due to the Cruise Night.

Trustee White explained that we had the first of the budget meetings on Monday. This will give us plenty of time to get everything ready for the publication on the 15<sup>th</sup> of July. Trustee White asked the treasurer, Kurt Kasnicka to explain the changes that were made to the Oak Park playground grant. Kasnicka explained that we tried to scale down with a change order in excess of \$10,000; we were required to go back to the state to get it approved by our grant administrator. That was never done. When they looked at our budget for what our construction amount was, they reduced our construction amount, even though it amounted to a saving. Then the other factor was what we actually spent. We did go over what was budgeted. We were supposed to get \$123,700.00 and now it will be reduced by \$3,500.00. Everything is at the state and approved. Now it goes back to Governor Rauner putting a halt on public projects back in March. We should be getting our money but it will take a little time. We have already expended the project funds. Projects that were approved more recently, those are the projects more in jeopardy.

Trustee White then addressed the \$200,000 grant. Kurt Kasnicka explained that this amount included the police department stairs. We received 25% of the money which is \$50,000. We have that in the bank. Trustee White said that we already spent part of that money. Kasnicka summarized that we repaired the roofs at the two pavilions and the courtesy-cement walks on Ridgeland. We spent part of that \$50,000. Our next quarterly expenditure report is due on June 30. We must show how we spent the money. Hopefully they will forward us the next payment.

Trustee White expressed that we are worried about this park grant. Everything from the governor is on hold. We are out that \$127,000.

DEPARTMENT REPORTS: Police Chief John Sladetz briefed us on the newest police car to our department. It is a Ford Explorer Interceptor. It is referred to as a "Ghost Car". It is black. The graphics act as a photo negative barely visible in the ambient light during the daylight. It makes it look like an unmarked car. It just pops when headlights hit it. You can see Stickney Police, the American flag and the squad number. Our second new squad is coming out of the shop later this week. It is a black/white with regular graphics. It is nice to have two new cars out there. He then gave a description of the repair issues on the other vehicles. He included his thank you to Faith Community Church for recognizing the police and fire departments during the service they held last Sunday. They pray for the police and fire department. They wear wrist bands with the names of department members on them. They pray for them every Sunday. The service included a picnic lunch afterward.

Fire Chief Larry Meyer gave us an update on the most recent storm that moved through the day before. The water on the river is high and they are watching it. He notified us that ComEd does not provide the fire or police department with any information concerning power outages. You might be better off calling ComEd yourself. He felt that because of the Smart Meters ComEd should automatically know when your power is out. He noted that the phone system is acting up again at the fire station.

Treasurer Kurt Kasnicka reminded people about purchasing their vehicle stickers. The extended business hours were provided to accommodate the residents. The July 4<sup>th</sup> holiday will be recognized by having the village hall closed on July 3.

Trustee White moved, duly seconded by Trustee Lazansky to accept the treasurer's report for April, 2015.

Upon the roll call, the following Trustees voted:

Ayes: Trustees De Leshe, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

Nays: None

Mayor Morelli declared the motion carried.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee White that the meeting be adjourned. Upon which the Board adopted the motion at 7:38 p.m.

Respectfully submitted,

---

Audrey McAdams, Village Clerk

Approved by me this            of            , 2015

---

Deborah E. Morelli, Village Mayor



**ORDINANCE NO. 2015-08**

**AN ORDINANCE ADOPTING CHAPTER 78, ARTICLE XII, SECTION 78-317 THROUGH SECTION 78-340, OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING THE USE OF MOTOR FUEL**

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

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") are committed to continuing to provide efficient public services to residents of the Village; and

**WHEREAS**, the Corporate Authorities are also committed to promoting fuel efficiency and the reduction of the environmental impact that results from the use of motor fuel; and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to impose a tax on the use of motor fuel within the Village; and

**WHEREAS**, in light of the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to adopt Chapter 78, Article XII, Section 78-317 through Section 78-340 of the Municipal Code, Village Of Stickney, Illinois (the "Village Code") as set forth herein; and

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

**ARTICLE I.  
IN GENERAL**

**SECTION 1. INCORPORATION CLAUSE.**

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

**SECTION 2. PURPOSE.**

The purpose of this Ordinance is to adopt Chapter 78, Article XII, Section 78-317 through Section 78-340, of the Village Code regarding the use of motor fuel.

**ARTICLE II.**  
**ADOPTION OF CHAPTER 78, ARTICLE XII, SECTION 78-317 THROUGH SECTION 78-340**  
**OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS**

**SECTION 3. ADOPTION OF CHAPTER 78, ARTICLE XII.**

That Article XII is hereby added to Chapter 78 of the Village Code notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, and shall provide as follows:

**ARTICLE XII. PRIVILEGE TAX ON PURCHASE OF MOTOR FUEL AT RETAIL**

**SECTION 3.01: ADOPTION OF CHAPTER 78, SECTION 78-317.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-317, which Section shall provide as follows:

**Sec. 78-317 - Definitions.**

For the purposes of this Article, whenever any of the following words, terms or definitions is used herein, it shall have the meaning ascribed in this Section:

- (1) "Dealer" means every person engaged in the business of the retail sale of motor fuel, including any person who has an established place of business for such purposes.
- (2) "Motor fuel" means all volatile and inflammable liquids produced, blended or compounded for the purpose of, or which are suitable or practicable for, operating internal combustion engines.
- (3) "Person" means any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, co-partnership, joint venture, club, company, business trust, domestic or foreign corporation, association, syndicate, society or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise; whenever the term "person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part owners thereof and, as applied to corporations, the officers thereof.
- (4) "Retail" means the sale for any good and valuable consideration to a person for use as a consumer.

**SECTION 3.02: ADOPTION OF CHAPTER 78, SECTION 78-318.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-318, which Section shall provide as follows:

**Sec. 78-318 - Imposition Of Tax.**

- (a) There is hereby imposed and shall be collected a tax upon the privilege of purchasing motor fuel at retail in the Village at a rate of four cents (\$0.04) per U.S. Gallon.



- (b) In the event motor fuel is dispensed by a unit of measure other than U.S. Gallon, then the tax shall be imposed at the same ratio of four cents (\$0.04) per U.S. Gallon to the unit of measure.

### **SECTION 3.03: ADOPTION OF CHAPTER 78, SECTION 78-319.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-319, which Section shall provide as follows:

#### **Sec. 78-319 - Liability For Payment.**

The ultimate incidence of and liability for payment of said tax shall be borne by the retail purchaser. The tax herein levied shall be in addition to any and all other taxes. Nothing in this Article shall be construed to impose the tax upon the occupation of selling motor fuel. It shall be the duty of every dealer to secure said tax under rules and regulations prescribed by the Village and as otherwise provided by this Article.

### **SECTION 3.04: ADOPTION OF CHAPTER 78, SECTION 78-320.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-320, which Section shall provide as follows:

#### **Sec. 78-320 - Collection Of Tax.**

Every dealer required to collect the tax levied by this Article shall secure said tax from the retail purchaser at the time the dealer collects payment for the motor fuel. The tax shall be paid by the retail purchaser to the person required to collect it as trustee for and on account of the Village.

### **SECTION 3.05: ADOPTION OF CHAPTER 78, SECTION 78-321.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-321, which Section shall provide as follows:

#### **Sec. 78-321 - Filing A Return.**

Not later than the twentieth day (20<sup>th</sup>) of each month, the dealer shall transmit a report of sale of motor fuel in the previous month to the Village on such forms and in such manner as prescribed by the Village. Each report of sale of motor fuel shall be accompanied by a remittance of the appropriate amount of tax applicable to the sale reported and a signed copy of Illinois Department of Revenue from ST-1 (Sales and Use Tax Return).

### **SECTION 3.06: ADOPTION OF CHAPTER 78, SECTION 78-322.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-322, which Section shall provide as follows:

#### **Sec. 78-322- Rules And Regulations.**

The Village may promulgate rules and regulations not inconsistent with the provisions of this Article concerning the enforcement and application of this Article. The term "rules and regulations" includes, but is not limited to, a case by case determination as to whether or not the tax imposed by this Article applies to a dealer or transaction.

#### **SECTION 3.07: ADOPTION OF CHAPTER 78, SECTION 78-323.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-323, which Section shall provide as follows:

##### **Sec. 78-323 - Failure To Pay Tax When Due.**

If for any reason any tax is not paid when due, a penalty at the rate of five percent (5%) per month on the amount of tax which remains unpaid shall be added and collected. Whenever any person shall fail to pay any tax herein provided, the Village may bring or cause to be brought an action to enforce the payment of said tax on behalf of the Village in any court of competent jurisdiction.

#### **SECTION 3.08: ADOPTION OF CHAPTER 78, SECTION 78-324.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-324, which Section shall provide as follows:

##### **Sec. 78-324 – Records.**

- (a) Each dealer shall keep books which, at a minimum, include:
  - (1) The number of gallons of motor fuel sold at retail each day by the dealer in the Village.
  - (2) The actual motor fuel tax collected for each day by the dealer.
- (b) The corporate authorities or a designee of the same shall at all reasonable times have full access to such records.
- (c) To the extent permitted by law, the financial records of any dealer submitted pursuant to this Article or any rule and regulation promulgated thereunder shall not be available for public inspection in order to protect the dealer's right to privacy.

#### **SECTION 3.09: ADOPTION OF CHAPTER 78, SECTION 78-325.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-325, which Section shall provide as follows:

##### **Sec. 78-325 – Suspension Or Revocation Of License For Failure To Pay Tax.**

If the Village President, after hearing held by the Village President and/or the designee of the Village President, shall find that any dealer has willfully avoided payment of the tax imposed by this Article, the Village President or a designee of the same may suspend or revoke all Village licenses held by said dealer. The dealer, or a



representative thereof, shall have an opportunity to be heard, and such hearing to be held not less than ten (10) days after notice of the time and place of the hearing addressed to the dealer at his last known place of business has been deposited in the United States mail with postage prepaid. The suspension or revocation of any license shall not release or discharge the dealer from civil liability for the payment of the tax nor for prosecution of such offense.

#### **SECTION 3.10: ADOPTION OF CHAPTER 78, SECTION 78-326.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-326, which Section shall provide as follows:

##### **Sec. 78-326 – Disposition Of Records Of Tax.**

All proceedings resulting from the imposition of the tax under this Article, including penalties, shall be paid into the treasury of the Village and shall be credited to and deposited in the General Corporate Fund of the Village or allocated in a separate account for such other fund(s) as may be determined from time to time by the corporate authorities of the Village.

#### **SECTION 3.11: ADOPTION OF CHAPTER 78, SECTION 78-327.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-327, which Section shall provide as follows:

##### **Sec. 78-327 – Penalty.**

Any person found liable for violating, disobeying, omitting, neglecting or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this Article, except when otherwise specifically provided, upon a finding thereof, shall be punished by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00) as well as any other penalties pursuant to this Article or Illinois law. Each day of violation shall constitute a separate and distinct offense.

#### **SECTION 3.12: ADOPTION OF CHAPTER 78, SECTION 78-328 THROUGH SECTION 78-340.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 78, Section 78-328 through Section 78-340, which Sections shall provide as follows:

##### **Sec. 78-328 – Sec. 78-340 – Reserved.**

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

#### **SECTION 4. HEADINGS.**

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this

Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5. SEVERABILITY.**

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

**SECTION 6. SUPERSEDER.**

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

**SECTION 7. PUBLICATION.**

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

**SECTION 8. EFFECTIVE DATE.**

This Ordinance shall be effective as of September 1, 2015.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



**PASSED this 7<sup>th</sup> day of July, 2015.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this 7<sup>th</sup> day of July, 2015.**

---

**Deborah Morelli, President**

**ATTESTED AND FILED in my  
office this \_\_\_ day of  
July, 2015.**

---

**Audrey McAdams, Village Clerk**

**ORDINANCE NO. 2015-09**

**AN ORDINANCE AUTHORIZING AND APPROVING CERTAIN AGREEMENTS WITH  
T-MOBILE USA TOWER LLC FOR THE VILLAGE OF STICKNEY**

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

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

**WHEREAS**, T-Mobile USA Tower LLC d/b/a Crown Castle ("Crown Castle") currently leases a certain portion of Village owned-property located at 6419 W. 43<sup>rd</sup> Street (the "Property") pursuant to an existing site lease (the "Site Lease"); and

**WHEREAS**, Crown Castle desires to lease an additional area (the "Additional Area") at the Property and has presented the Village with the Second Amendment to Site Lease and related documents (the "Agreements"), attached hereto and incorporated herein as Group Exhibit A; and

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

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

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

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

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or her designee to enter into the Agreements whereby Crown Castle will lease the Additional Area at the Property and to further authorize the President or her designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or her designee to authorize, enter into and approve the Agreements in accordance with their terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or her designee to execute the Agreements with such insertions, omissions and changes as shall be



approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreements and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**PASSED this 7<sup>th</sup> day of July, 2015.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this 7<sup>th</sup> day of July, 2015.**

---

**Deborah Morelli, President**

**ATTESTED AND FILED in my  
office this \_\_\_ day of  
July, 2015.**

---

**Audrey McAdams, Village Clerk**



## GROUP EXHIBIT A



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

---

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

---

• MEMORANDUM •

**TO: THE HONORABLE VILLAGE PRESIDENT  
THE HONORABLE BOARD OF TRUSTEES  
CC: THE HONORABLE VILLAGE CLERK  
FROM: DEL GALDO LAW GROUP, LLC  
DATE: JULY 1, 2015  
SUBJECT: SUMMARY OF TERMS OF LEASE AGREEMENT**

---

This memorandum summarizes the key terms of the proposed Second Amendment to Site Lease (the "Second Amendment") by and between the Village of Stickney (the "Village") and T-Mobile USA Tower LLC d/b/a Crown Castle ("Crown Castle"). The Village previously entered into a site lease for approximately six-hundred (600) square feet of space located at 6419 W. 43<sup>rd</sup> Street, Stickney, Illinois (the "Property") in 2003 (the "Site Lease") and amended the Site Lease in 2010. Except as set forth below, the terms of the Site Lease, as amended, remain unchanged.

**Additional Leased Area:** The Second Amendment adds an additional 18' x 33' area to Crown Castle's leased area (the "Additional Premises").

**Rental Fee; Term:** Crown Castle will pay \$891.00 per month for the Additional Premises commencing the first month after construction begins on the Additional Premises. This rent is in addition to Crown Castle's current rental payments pursuant to the Site Lease, as amended, which rent is currently \$1,380 per month and subject to periodic increases throughout the remainder of the term. The term of the Site Lease is not affected by the Second Amendment and, as such, the Site Lease remains in effect until December 9, 2035 and is subject to extension.

**Access Easement And Utility Easement:** Pursuant to the Second Amendment, the Village will provide additional access and utility easements to allow use of the Additional Premises.

**Temporary Construction And Access Easements:** The Village will grant Crown Castle temporary construction and access easements over Village owned property as reasonably necessary to construct improvements and install future subtenants on the leased portions of the Property. This includes access to the Property from Ridgeland Avenue. It is our understanding that representatives of Crown Castle have met onsite with Village staff to review these easements.

Please let us know if you have any questions regarding these matters.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document



**ORDINANCE NO. 2015-10**

**AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND LYONS ELEMENTARY  
SCHOOL DISTRICT 103  
FOR THE VILLAGE OF STICKNEY**

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

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

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

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

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

**WHEREAS**, the Village and Lyons Elementary School District 103 (the "District") are public agencies under the laws of the State of Illinois; and

**WHEREAS**, State and federal law impose certain responsibilities on local law enforcement agencies and schools to share information regarding potential threats and the criminal activity of minors in order to protect the safety of students and school staff; and

**WHEREAS**, the Village and the District (collectively, the "Parties") desire to enter into and approve an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby the Stickney Police Department (the "Police Department") and the District will share information regarding potential threats to the safety of students and school staff as well as information regarding the criminal activities of minors in conformance with State and federal law; and

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

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

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

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

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or her designee to enter into the Agreement whereby the Police Department and the District will share information regarding potential threats to the safety of students and school staff as well as information regarding the criminal activities of minors in conformance with State and federal law and to further authorize the President or her designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

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

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

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

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



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

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

**PASSED this 7<sup>th</sup> day of July, 2015.**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED by me this 7<sup>th</sup> day of July, 2015.**

---

**Deborah Morelli, President**

**ATTESTED AND FILED in my  
office this \_\_\_ day of  
July, 2015.**

---

**Audrey McAdams, Village Clerk**

## EXHIBIT A



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

---

1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
Telephone (708) 222-7000 – Facsimile (708) 222-7001  
www.dlglawgroup.com

---

• MEMORANDUM •

**TO: THE HONORABLE VILLAGE PRESIDENT  
THE HONORABLE BOARD OF TRUSTEES**

**CC: THE HONORABLE VILLAGE CLERK**

**FROM: DEL GALDO LAW GROUP, LLC**

**DATE: JULY 1, 2015**

**SUBJECT: SUMMARY OF TERMS OF THE INTERGOVERNMENTAL  
AGREEMENT WITH LYONS ELEMENTARY SCHOOL DISTRICT 103**

---

This memorandum summarizes the key terms of the proposed Reciprocal Reporting Intergovernmental Agreement (the “IGA”) by and between the Village of Stickney (the “Village”) and the Board of Education of Lyons Elementary School District 103 (the “District”). Illinois law requires local law enforcement agencies and schools to communicate about certain criminal offenses and threats to public safety in order to protect students and staff. This IGA memorializes the responsibilities of the Village and the District.

**Term:** The proposed IGA becomes effective upon its execution by both parties will remain in effect on a year-to-year basis unless terminated. Either party may terminate the IGA upon providing thirty (30) days written notice.

**Fees and Costs:** There are no fees or costs imposed on either party under the proposed IGA.

**Designation of Appropriate Officials:** Under the IGA, the Chief of the Stickney Police Department (the “Police Department”) is required to provide a list of the names and titles of a primary police contact and two back-up contacts. These individuals will be designated as the “Appropriate Law Enforcement Representative” of the Police Department. The District will similarly designate “Appropriate School Officials” (and together with the Appropriate Law Enforcement Representatives, the “Appropriate Officials”).

**Communication Among Appropriate Officials:** The Appropriate Officials will communicate verbally and arrange for meetings to share information about criminal offenses committed by students. Information must be shared verbally, except for certain law enforcement records which may be provided to the Appropriate School Officials in writing.

**Criminal Act Reporting by the District:** The District is to report certain alleged or suspected criminal acts committed by students to the Police Department, including but not limited to, the sale or possession of controlled substances, student activity involving weapons, gang activity,



vandalism, abuse, runaways, forcible felonies and various other crimes or activities. The Appropriate School Officials are required by State law to report certain alleged or suspected criminal activity to the Police Department, including reports of firearms or controlled substances on school grounds.

**Criminal Act Reporting by the Police Department:** The Police Department may provide copies of law enforcement records to the District for minors who are enrolled with the District only if the student has been arrested or taken into custody for certain offenses which are enumerated in the IGA. These offenses include, but are not limited to, forcible felonies, offenses related to controlled substances, hazing and harassment. The Police Department is required by State law to report criminal offenses of violations of municipal or county ordinances by students to the building principal of the student's school. 105 ILCS 5/22-30. These reports must include the basis for detaining the student and the circumstances surrounding the detention.

**School Student Records:** The District may share school student record information with the Police Department. In accordance with State law, the Police Department will not share this information with third parties, except as provided by law. The Police Department may share certain information with the District, and this information will not become part of a student's record in accordance with the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)). The Appropriate School Officials may share this information only when he or she deems that such communication will aid in the rehabilitation of the student or will protect other students and school staff.

**Confidentiality of Shared Information:** All information and communications shared among the Appropriate Officials is to remain confidential except as authorized by the IGA or pursuant to law.

**Communications Regarding School Personnel and School Grounds:** The Appropriate Officials are also required to communicate regarding information pertaining to criminal activities occurring in the school, on school grounds, off school grounds, at school related activities or by or against school personnel.

**Imminent Threats:** Under the proposed IGA, the parties agree to communicate imminent threats as soon as possible.

**Indemnification:** The parties agree that neither party is responsible for any negligent or wrongful acts of the other, unless liability is imposed by law. Further, the parties agree to indemnify, reimburse and hold each other harmless from claims, damages and costs that either party incurs relating to the other party's negligent, reckless or intentional misconduct.

Please let us know if you have any questions about this memorandum.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document

**RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF STICKNEY AND THE BOARD OF EDUCATION OF  
LYONS ELEMENTARY SCHOOL DISTRICT 103**

**THIS AGREEMENT** is made and entered into by and between the **VILLAGE OF STICKNEY**, Cook County, Illinois ("VILLAGE"), an Illinois Municipal Corporation, and **THE BOARD OF EDUCATION OF LYONS ELEMENTARY SCHOOL DISTRICT 103**, Cook County, Illinois ("DISTRICT"), an Illinois Public School District (collectively, the "Parties" or individually as a "Party").

**WHEREAS**, this Agreement has been prepared to comply with Sections 10-20.14 and 22-20 of the *Illinois School Code* (105 ILCS 5/10-20.14, 5/22-20), Section 1-7 of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7), Section 6(a)(6.5) of the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) and the *Family Educational and Privacy Rights Act* (20 U.S.C. 1232(g)); and

**WHEREAS**, DISTRICT and VILLAGE desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to further the exchange of information between educators and law enforcement personnel about violent or criminal activity by minor students, in an effort to rehabilitate the offenders and to protect other students and school employees; and

**WHEREAS**, this Agreement is entered into in order to foster cooperation and improve the flow of information between DISTRICT and VILLAGE's local law enforcement agency (the "Stickney Police Department"), and after discussion among the undersigned, and with the input of DISTRICT's parent-teacher advisory committee; and

**WHEREAS**, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

**WHEREAS**, DISTRICT and VILLAGE need to have access to information regarding alleged criminal activities of minor students in and out of school, so that they may work together to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote discipline and safety in the schools and larger community, and to facilitate the rehabilitation of students; and

**WHEREAS**, DISTRICT and VILLAGE are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), and have each determined that entering into this Agreement is in the best interests of the general public, including minor students who attend and the employees who work at DISTRICT.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, it is hereby agreed by and between DISTRICT and VILLAGE as follows:



**1. Designation of Appropriate School Officials and Appropriate Law Enforcement Representatives.**

- A. DISTRICT shall provide the Chief of the Stickney Police Department (hereinafter "Police Chief") with a list of District administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the District administrators and will identify the types of problems for which particular District administrators are to be contacted. Each District administrator identified in the list shall be considered an "Appropriate School Official" for purposes of Section 1-7(A)(8) of the *Juvenile Court Act*. 705 ILCS 405/1-7(A)(8).
- B. Police Chief shall provide DISTRICT with the names and titles of a primary contact (generally the assigned School Resource Officer) and two back-up contacts, who will have primary responsibility for implementing these guidelines on behalf of the Police Department and each of whom shall be considered an "Appropriate Law Enforcement Representative" for purposes of Section 1-7(A)(8) of the *Juvenile Court Act*. 705 ILCS 405/1-7(A)(8).
- C. DISTRICT and Police Chief may, as they deem necessary and upon notice to one another, designate other individuals as an "Appropriate School Official" or an "Appropriate Law Enforcement Representative," as the case may be.

**2. Communication Between Appropriate School Officials and Appropriate Law Enforcement Representatives.** Appropriate School Officials and Appropriate Law Enforcement Representatives (collectively, the "Appropriate Officials") may communicate verbally with one another and arrange meetings between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students as further described in this Agreement, and to facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that Law Enforcement Records, as defined in Section 9(A), below, must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed method including, but not limited to, United States mail, personal delivery or facsimile transmission, provided security safeguards are in place to ensure confidentiality.

**3. Statutory Reporting Responsibilities.** DISTRICT and the Stickney Police Department acknowledge and agree to adhere to their statutory reporting responsibilities, as may be amended and as summarized in attached Exhibit "A" to this Agreement.

**4. Criminal Act Reporting.** DISTRICT, through the Appropriate School Official, may report any alleged or suspected criminal acts involving students to the Appropriate Law Enforcement Representative, including:

- A. Sale or possession of illegal, controlled substances or other intoxicants;



- B. Student activity involving weapons, items used as weapons or any impact or destructive device;
- C. Gang activity;
- D. Acts of vandalism; and
- E. Student activity or activity affecting students which involves an actual or alleged crime, including:
  - i. Forcible felonies as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
  - ii. Fights or violent activity which might reasonably be expected to carry over into the community;
  - iii. Abuse, neglect, lock-out and runaway situations; and
  - iv. Other activities involving students which threaten the safety of students or community members on or off campus.

7. **Law Enforcement Records.** Appropriate School Officials shall follow state and federal laws regarding school records. The Parties recognize that under 105 ILCS 10/2(d), the reports and other information maintained by law enforcement officers working in the school are not student records. Further, for purposes of the *Family Educational Rights and Privacy Act* (20 U.S.C. 1232g(a)(4)(B)(ii)), law enforcement officers working in a school shall be considered a law enforcement unit of the school, such that records maintained by these officers are not educational records.

8. **School Student Records.** Section 6(a)(6.5) of the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) authorizes DISTRICT to release student record information to law enforcement officers as necessary to discharge of their official duties prior to adjudication of the student, upon written certification that the officers will not disclose such record information to any other party, except as provided by law or order of court. VILLAGE hereby agrees that all student record information disclosed and communications made under this paragraph are to remain confidential and not to be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a)(6.5) of the *Illinois School Student Records Act* and the *Family Educational Rights and Privacy Act* (20 U.S.C. 1232(g)).

9. **State and Federal Law Implementing Procedures for Records.** The Stickney Police Department and its Appropriate Law Enforcement Representatives will comply with applicable State and federal law in implementing these procedures.

- A. They may furnish copies of Law Enforcement Records to the Appropriate School Official for students under 18 years of age who are enrolled in a school within DISTRICT, pursuant to Section 1-7(A)(8) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-

7(A)(8)), only if the student has been arrested or taken into custody for one of the following offenses, and provided that the Police Department or officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds:

- i. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24-1 et seq.);
  - ii. A violation of the *Illinois Controlled Substance Act* (720 ILCS 570/100 et seq.);
  - iii. A violation of the *Cannabis Control Act* (720 ILCS 550/1 et seq.);
  - iv. A violation of the *Methamphetamine Control and Community Protection Act* (720 ILCS 646/1 et seq.);
  - v. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
  - vi. A violation of the Sections 26.5-1, 26.5-2 and 26.5-3 of the *Harassing and Obscene Communications Act* (720 ILCS 5/26.5-0.1 et seq.);
  - vii. A violation of the *Hazing Act* (720 ILCS 5/12C-50); or
  - viii. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code (720 ILCS 5/1-1 et seq.).
- B. The limitations of this paragraph shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5/905(1)(h) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(8) and/or 705 ILCS 405/5-905(1)(h)) or other relevant laws.
- C. The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that minor student and shall not be a public record. The Appropriate School Official(s) shall use such information solely to aid in the rehabilitation of the minor student and to protect the safety of students and employees in the school. If the Appropriate Officials deem it to be in the best interest of the minor student, the student may be referred to in-school or community-based social services if those services are available. Rehabilitation services may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.
- D. Any information provided to Appropriate School Officials by the Stickney Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and shall not include written law enforcement records. The Appropriate School Official(s) shall use such information solely to protect the safety of students and school employees and to aid



in the rehabilitation of the minor. Information communicated orally to the District by the Stickney Police Department shall be kept separate from and shall not become a part of the official school record of the student, and shall not be a public record.

- 10. Confidentiality.** All information disclosed and communications made under this policy are to remain confidential and shall not be disclosed or made available in any form to any other person or agency outside of this Agreement, except as specifically authorized by this Agreement or unless specifically authorized by law.
- 11. Information Pertaining to School Personnel.** The responsibilities of Appropriate School Officials and Appropriate Law Enforcement Officials under this Agreement shall include providing information pertaining to criminal or alleged criminal activities occurring in school, on school grounds, off school grounds, at school-related activities or by or against school personnel.
- 12. No Limitation on Service Requests or Cooperation in Law Enforcement Investigations.** Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any of the District's school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by DISTRICT to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.
- 13. Imminent Threats.** Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
- 14. Incorporation of Statutory Definitions.** The *Illinois Criminal Code* and the *Juvenile Court Act of 1987* shall be incorporated herein as references for defining any terms in this Agreement.
- 15. Indemnification.** It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The Parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either Party incurs arising out of or occurring in connection with the other Party's negligent, reckless or intentional misconduct.
- 16. Notices.** Any notices required hereunder shall be delivered or served in writing the Parties as follows:



If to Stickney Police Department:  
Chief of Police  
Stickney Police Department  
6533 Pershing Road  
Stickney, IL 60402

If to DISTRICT:  
Superintendent  
Lyons ESD 103  
4100 Joliet Ave.  
Lyons, IL 60534

17. **Amendments.** The agreements, covenants, terms and conditions contained herein may be amended only in writing signed by an authorized representative of each Party referencing this Agreement. A copy of any such written amendment shall be attached to this Agreement.
18. **Effective Date.** This Agreement and any amendments thereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.
19. **Construction; Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity and enforcement of this Agreement shall be brought in the Circuit Court of Cook County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with any proceeding instituted hereunder.
20. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.
21. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Termination.** Either Party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days' prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.
23. **Signature in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**VILLAGE OF STICKNEY, for  
STICKNEY POLICE DEPARTMENT**

By: \_\_\_\_\_  
Deborah Morelli, Mayor

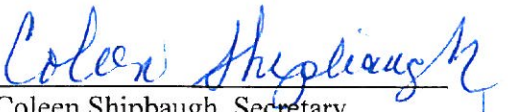
Attest: \_\_\_\_\_  
Audrey McAdams, Village Clerk

Acknowledged: \_\_\_\_\_  
John Sladetz, Chief of Police

Date: \_\_\_\_\_

**BOARD OF EDUCATION  
LYONS ELEMENTARY  
SCHOOL DISTRICT 103**

By:   
Michael Bennett, President

Attest:   
Coleen Shipbaugh, Secretary

Date: \_\_\_\_\_

## **Exhibit "A"**

### **Additional Duties Imposed by Illinois Statutes**

School districts and law enforcement agencies have certain reciprocal reporting duties imposed by statute. These duties are separate from and in addition to any reciprocal reporting duties set forth in the Agreement to which this Exhibit is attached. The following is a non-exhaustive list of those duties.

#### **A. DISTRICT duties.**

1. The Superintendent (or designee) is required to immediately report to the Stickney Police Department upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7. Notification of the state police is required within three days.
2. The Superintendent (or designee) is required to report to the Stickney Police Department upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and narcotic drugs) in a school or on school owned or leased property. 105 ILCS 5/10-27.1B. Notification of the state police is subject to state police requirements.
3. The building principal (or designee) is required to immediately report to the Stickney Police Department:
  - a) Upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds. 105 ILCS 5/10-27.1A (a and b).
  - b) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property. 105 ILCS 5/10-27.1A(c). Notification of the state police is subject to state police requirements. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1.
4. The building principal (or designee) is required to report to the Stickney Police Department within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act and/or Section 401 and Section 407(b) of the Illinois Controlled Substances Act occurring in the school, on the real property comprising the school, on a public way within 1,000 feet of the school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. 105 ILCS 127/2.
5. The records provided to the DISTRICT by the Stickney Police Department per Section



B(1), below, must be kept separate from and not become a part of the official school record of a student. Such records are not a public record, and can be used solely by the building principal, counselors and teachers of the school to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

**B. Stickney Police Department duties.**

1. The Stickney Police Department must report to the building principal of the school whenever a student enrolled there is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the student, circumstances surrounding the events which led to the student's detention and statutory proceedings with appropriate updates of developments and disposition. 105 ILCS 5/22-20.

VILLAGE OF STICKNEY  
6533 W. PERSHING ROAD  
STICKNEY, IL 60402-4018  
708-749-4400 FAX: 708-749-4451

**BLOCK PARTY APPLICATION**

BLOCK INVOLVED: 40<sup>th</sup> Pl. Home - Wisconsin

CONTACT PERSON/ORGANIZER:

NAME: Maria Lacey

ADDRESS: 7044 W 40<sup>th</sup> Pl

PHONE NUMBER: 708

DATE OF EVENT: July 25-15 HOURS: 10am - 10pm

STREETS TO BE BLOCKED OFF:

40<sup>th</sup> Place between Home & Wisconsin

WILL THERE BE A BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR ANNOUNCEMENTS?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, NAME OR THE BAND OR DISC JOCKEY:

NOTE: HOURS FOR THE BLOCK PARTY ARE LIMITED FROM 10:00 a.m. UNTIL 10:00 p.m.

AT THE CLOSE OF THE BLOCK PARTY, THE ORGANIZER MUST CLEAN UP AND RESTORE ALL PUBLIC PROPERTY TO THE CONDITION THAT IT WAS IN PRIOR TO THE BLOCK PARTY.