

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

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

Tuesday, November 15, 2022

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. Recommendation to request approval to initiate the process to contact The Board of Fire and Police Commissioners to hire four (4) Probationary Police Officers off the current New Hire Eligibility List and Lateral Police Officers Eligibility List within the next few months for the Village of Stickney, County of Cook, State of Illinois.
7. Pass and Approve Ordinance No. 2022-21 - "An Ordinance Amending Chapter 6, Article II, Section 6-45 of the Municipal Code, Village of Stickney, Illinois regarding Liquor Licenses"
8. Pass and Approve Ordinance No. 2022-22 - "An Ordinance Approving the Purchase of a certain vehicle for the Village of Stickney Police Department, Stickney, Illinois"
9. Pass and Approve Ordinance No. 2022-23 - "An Ordinance Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid and Box Alarm System (MABAS)"
10. Pass and Approve Resolution No. 20-2022 - "A Resolution Authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS)"
11. Pass and Approve Resolution No. 21-2022 - "A Resolution Authorizing and Approving a Settlement with Commonwealth Edison Company and Azavar Audit Solutions, Inc. for the Village of Stickney"
12. Report from the Mayor
13. Report from the Clerk
14. Trustee Reports/Committee Reports
15. Reports from Department Heads
16. Public Comments
17. Adjournment

Posted November 10th, 2022

November 1, 2022

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, November 1, 2022, at 7:02 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Torres moved, duly seconded by Trustee Hrejsa to approve the minutes of the regular board meeting held on Tuesday, October 18, 2022.

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

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

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

Trustee Torres moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2022-20, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Authorizing the Participation in the West Suburban Major Crime Task Force"

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

Police Chief Sassetti explained that participation in the West Suburban Major Crime Task Force helps in the event that when and if we have a certain criminal act, it will provide us with mutual aid resources. This will contribute personnel to the investigation, homicides, certain car accident processing, crime-scene evidence technicians, etc.

MAYOR'S REPORT: The Mayor reminded people to move their cars for leaf sweeping removals. We are going to put out more alerts. Cars will eventually be towed if they do not comply. He thanked the Public Works Director and his men for doing an excellent job.

TRUSTEE REPORTS:

Trustee White: He informed us of resident, Dale Kotnour, donating a contribution to the Stickney Police Association. He wrote in his thank you note his appreciation of the Stickney Police doing such a thorough job such as driving through the alleys and police presents. He wanted people on the board to know how much he appreciates the police. In addition, Trustee White notified people that the proposed tax levy for fiscal year 2022/2023 has been posted in the lobby. The good news is, we do not anticipate an increase in the tax levy. If your property taxes are up, it is the county or state and not the Village of Stickney. We will vote on the tax levy at the first or second meeting of December.

Trustee Savopoulos: We were told that our Building Inspector, Josh Beriak, informed him that our Village sign on Pershing and Cicero Avenue has been installed. The Illinois Department of Transportation has not approved the sidewalk improvements on Cicero Avenue at this time.

Mitch Milenkovic: The leaf program is on Monday and Tuesdays. There will be alerts posted to telephones. It will continue as long as leaves are falling. The Trustee will have a detailed Midway Noise Compatibility report for the next meeting. The Operation Support Our Troops will end on November 30. We gather things in the front foyer and transfer them to a warehouse in Lisle where they are sorted and boxed up and shipped out to our troops across America. There is usually a big push at the end.

Trustee Hrejsa: We were reminded of the Veterans Day ceremony on November 11, at 11:00. It will be located at the Veterans Memorial located on 39th and Ridgeland.

DEPARTMENT REPORTS:

Public Works Director Joe Lopez: He mentioned that people are complaining about their neighbors not moving their cars for street sweeping. He suggested that people make an anonymous call to the police. People were reminded to rake their leaves near the curb but not on the street, so they do not clog the sewers. Leaves will continue to be picked up until it starts to snow.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:12 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2022

Jeff Walik, Mayor

Village of Stickney
Warrant Number 22-23-13

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
November 15, 2022

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the
officers, employees, independent contractors, vendors and other providers of
goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		106,410.11
02 WATER FUND		194,399.80
03 MOTOR FUEL TAX FUND		9,585.22
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		38,973.00
09 BOND & INTEREST FUND		-
	Subtotal:	<u>349,368.13</u>
General Fund Payroll	11/15/2022	245,881.46
Water Fund Payroll	11/15/2022	<u>20,322.84</u>
	Subtotal:	<u>266,204.30</u>
Total to be Approved by Village Council		<u><u>615,572.43</u></u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 11/1/2022 Through 11/15/2022

Check Number	Vendor Name	Effective Date	Check Amount
506159	ANDERSON PEST SOLUTIONS	11/1/2022	57.35
506160	Bell Fuels, Inc.	11/1/2022	2,033.44
506161	Berwyn ACE Hardware	11/1/2022	193.89
506163	Comcast Business	11/1/2022	1,673.13
506164	Comcast	11/1/2022	10.54
506166	CPURX, Inc.	11/1/2022	6,267.00
506168	Konica Minolta Business Solutions U.S....	11/1/2022	120.83
506169	Lyons Pinner Electric Co.	11/1/2022	9,249.78
506170	Menards - Hodgkins	11/1/2022	31.69
506172	Novotny Engineering	11/1/2022	10,222.35
506173	RAY O'HERRON CO. INC.	11/1/2022	34.99
506176	Tire Services	11/1/2022	30.00
506177	Westfield Ford, Inc.	11/1/2022	36.90
506179	Costco - Citicard	11/10/2022	1,655.35
506180	Abila	11/10/2022	1,706.34
506181	Aftermath	11/10/2022	300.00
506182	Air Comfort	11/10/2022	1,348.44
506183	ALAN BRINKER	11/10/2022	750.00
506185	ALAN KULAGA	11/10/2022	750.00
506186	All Concrete Chicago Inc.	11/10/2022	550.00
506187	Amerigas -5329	11/10/2022	1,601.54
506188	ANDERSON PEST SOLUTIONS	11/10/2022	135.35
506189	Bell Fuels, Inc.	11/10/2022	4,245.93
506190	Bluders Tree Service & Landscaping	11/10/2022	450.00
506192	Cedar Path Nurseries LLC	11/10/2022	2,837.00
506193	CINTAS #769	11/10/2022	531.57
506194	CINTAS	11/10/2022	200.54
506195	Comcast Business	11/10/2022	2,506.18
506196	Comcast	11/10/2022	685.78
506198	Dearborn National	11/10/2022	1,222.00
506199	Eckert Enterprises, Inc.	11/10/2022	3,366.00
506200	Google LLC	11/10/2022	240.00
506201	Illinois Association of Chiefs of Police	11/10/2022	115.00
506202	International Institute of Municipal Cle...	11/10/2022	210.00
506203	Illinois Office of the State Fire Marshall	11/10/2022	70.00
506205	Indya Bolden	11/10/2022	30.00
506206	Infinity Signs	11/10/2022	4,115.45
506207	Java Breeze	11/10/2022	120.00
506208	Konica Minolta Business Solutions U.S....	11/10/2022	337.76
506209	L.A. Fasteners, Inc.	11/10/2022	784.66
506210	Lenny's Gas N Wash Cicero and Pershi...	11/10/2022	520.55
506211	Menards - Hodgkins	11/10/2022	1,025.66
506213	MIKE MARANO	11/10/2022	575.00
506214	Municipal Clerks of Illinois	11/10/2022	55.00
506215	NAPA AUTO PARTS	11/10/2022	671.64
506216	Reliable Fire & Security	11/10/2022	70.00
506218	ROBERT SENESE	11/10/2022	750.00
506219	S & S Industrial Supply	11/10/2022	392.39
506221	STAPLES BUSINESS CREDIT	11/10/2022	1,434.68
506222	The Eagle Uniform Co.	11/10/2022	668.50
506223	Scott Urbanski	11/10/2022	2,040.00
506224	Verizon Wireless Services, LLC	11/10/2022	80.00
506225	WASTE MANAGEMENT	11/10/2022	31,655.64
506226	Webmarc Doors	11/10/2022	2,165.40
506227	West Suburban Major Crimes Task For...	11/10/2022	2,500.00

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 11/1/2022 Through 11/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506228	Widaman Sign	11/10/2022	785.00
506229	Yolanda Lopez	11/10/2022	80.00
506230	Zoll	11/10/2022	113.87
	Total 01 - General Fund		106,410.11

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 11/1/2022 Through 11/15/2022

Check Number	Vendor Name	Effective Date	Check Amount
506158	All Concrete Chicago Inc.	11/1/2022	1,100.00
506160	Bell Fuels, Inc.	11/1/2022	1,016.71
506161	Berwyn ACE Hardware	11/1/2022	35.96
506162	Brookfield Auto Center	11/1/2022	7,200.68
506165	ComEd	11/1/2022	34.92
506167	Hach Company	11/1/2022	51.17
506170	Menards - Hodgkins	11/1/2022	200.99
506171	Metropolitan Industries, Inc	11/1/2022	100.00
506172	Novotny Engineering	11/1/2022	10,538.23
506174	Riccio Construction Corporation	11/1/2022	133,248.30
506175	Standard Equipment Company	11/1/2022	8,060.97
506179	Costco - Citicard	11/10/2022	197.46
506184	ALEXANDER CHEMICAL CORPORATION	11/10/2022	124.00
506189	Bell Fuels, Inc.	11/10/2022	2,122.95
506191	Brookfield Auto Center	11/10/2022	2,118.30
506193	CINTAS #769	11/10/2022	531.57
506197	ComEd	11/10/2022	5,638.74
506204	Illinois Tollway	11/10/2022	43.80
506212	Metro Garage, Inc.	11/10/2022	25.00
506217	Riccio Construction Corporation	11/10/2022	17,772.61
506220	Standard Equipment Company	11/10/2022	4,237.44
Total 02 - Water Fund			194,399.80

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 11/1/2022 Through 11/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506165	ComEd	11/1/2022	4,486.76
506174	Riccio Construction Corporation	11/1/2022	3,956.80
506179	Costco - Citicard	11/10/2022	1,003.02
506197	ComEd	11/10/2022	<u>138.64</u>
	Total 03 - Motor Fuel Tax Fund		9,585.22

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
08 - Capital Projects Fund
From 11/1/2022 Through 11/15/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506178	Sutton Ford	11/10/2022	<u>38,973.00</u>
	Total 08 - Capital Projects Fund		38,973.00
			<u> </u>
Report Total			<u><u>349,368.13</u></u>

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

6533 West Pershing Road
Stickney, Illinois 60402
Phone (708) 788-2131
Fax (708) 749-2742



JEFF WALIK
Mayor

November 07, 2022

Re: Request to hire four (4) Probationary Patrol Officers

Honorable Mayor Jeff Walik and Village Trustees,

Recently, the Village of Stickney was awarded through the United States Department of Justice – Office of Community Oriented Policing Service the COPS Grant to hire four (4) police officers. The hiring of these four (4) officers will be funded through this grant. Therefore, I respectfully request your consent and approval to initiate the process to contact the Board of Police & Fire Commissioners to hire four (4) Probationary Police Officers in combination off of the Police Commissioners New Hire Eligibility List and the Lateral Police Officer Eligibility List within the next few months. Thank you in advance for your consideration with this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "James T. Sassetti", written over a horizontal line.

James T. Sassetti
Chief of Police

ORDINANCE NO. 2022-21

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II, SECTION 6-45 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING LIQUOR LICENSES

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 "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, the Village licenses and regulates businesses within the Village, and more specifically, businesses selling alcoholic liquor; and

WHEREAS, the Corporate Authorities are empowered to determine the number and types of liquor licenses available in the Village, subject to the provisions of the Municipal Code of the Village of Stickney (the "Village Code") and the Illinois Liquor Control Act, 235 ILCS 5/1, *et seq* (the "Act"); and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in implementing the regulations contemplated herein (the "Regulations"); and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 6, Article II, Section 6-45 of the Village Code to increase the number of available "Class E" licenses from two (2) to four (4), as set forth herein;

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

ARTICLE I. IN GENERAL

SECTION 1. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 6, Article II, Section 6-45 of the Village Code to increase the number of available "Class E" licenses from two (2) to four (4), and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 6, ARTICLE II, SECTION 6-45 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 6, ARTICLE II, SECTION 6-45.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 6, Article II, Section 6-45 as follows:

Sec. 6-45. – Number.

There shall be issued in the village no more than six class C licenses; provided, however, that satellite stations existing under any class C licenses issued to the Hawthorne Race Track or any concessionaire connected therewith shall not be included in or considered a part of the six class C licenses. There shall be issued in the village no more than six class D licenses. There shall be issued in the village no more than ~~two~~ four class E licenses. There shall be issued in the village no more than three class F licenses. There shall be issued in the village no more than six class G licenses. There shall be issued in the village no more than one class H license. There shall be issued in the village no more than four class K licenses, except as authorized upon the majority vote of the board of trustees.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective immediately upon its passage.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2022.

Jeff Walik, President

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

Audrey McAdams, Village Clerk

ORDINANCE NO. 2022-22

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A CERTAIN VEHICLE FOR THE VILLAGE OF STICKNEY POLICE DEPARTMENT, STICKNEY, ILLINOIS.

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

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

WHEREAS, the Village's Police Department (the "Police Department") protects the public by responding to criminal activity and other emergencies; and

WHEREAS, to ensure the continued efficient operation of the Police Department, the Police Department has determined that it is in need of one (1) squad car; and

WHEREAS, the Police Department (the "Department") has requested that the Village purchase one (1) Ford Utility Police Interceptor (the "Vehicle") from Sutton Ford as set forth in the invoice ("Invoice"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") deem it advisable and necessary for the operation of the Department and the health, safety and welfare of the residents of the Village to purchase the Vehicle; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to take all steps necessary to purchase the Vehicle in accordance with the terms of the Invoice;

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 purchase of the Vehicle in accordance with the terms of the Invoice, and to authorize the President or his designee to take all necessary steps to effectuate the intent of this Ordinance.

SECTION 3: AUTHORIZATION. The Board hereby authorizes the purchase of the Vehicle in accordance with the terms of the Invoice; waives any bidding requirements related to the purchase of the Vehicle; authorizes and directs the President or his designee to execute any and all necessary documentation to effectuate the same, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney; and ratifies any additional actions taken to effectuate the intent of this Ordinance. The Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any 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. To the extent that any requirement of bidding would be applicable to the Vehicles described herein, the same is hereby waived.

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

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

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

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

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

PASSED this _____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2022.

Jeff Walik, President

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

Audrey McAdams, Village Clerk

EXHIBIT A



COMMERCIAL
& FLEET

SUTTON FORD
21315 CENTRAL AVE
MATTESON IL 60443

INVOICE

Tuesday, November 8, 2022

DATE

PURCHASER'S NAME

VILLAGE OF STICKNEY POLICE DEPARTMENT

STREET ADDRESS

6533 PERSHING RD

CITY

STICKNEY,

STATE

IL

ZIP

60402

BUS PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW ☒

USED ☐

SUV ☐

TRUCK ☒

CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2022	FORD	EXPLORER	POLICE UTILITY	WHITE		K04871
VIN NO.	1FM5K8ABXNGB77163		MILES	SALES REP		
			BRIAN TARPO			
CASH PRICE		\$	\$38,810.00	TRADE-IN CREDITS		
				MAKE OF USED VEHICLE		
				YEAR		
				MODEL		
				VEHICLE IDENT. NO.		
				MILEAGE		
				TRADE VALUE		
SUBTOTAL			\$38,810.00	ORDERING FIN		
ELECTRONIC FILING FEE			\$0.00	END USER FIN		
DOCUMENTATION FEE			\$0.00	SALES TYPE		
ILLINOIS SALES TAX 7.25%			\$0.00	GPC DISCOUNT		
COUNTY TAX- COOK 1.00%			\$0.00	GPC REF #		
CITY OF CHICAGO TAX 1.25%			\$0.00	56A/CPA DISCOUNT		
COOK COUNTY WHEEL TAX			\$0.00	56M DISCOUNT		
LICENSE, TRANSFER, TITLE			\$163.00	RETAIL REBATE #		
EXTENDED SERVICE CONTRACT			\$0.00			
TOTAL PRICE			\$38,973.00			
CASH DOWN PAYMENT			\$0.00			
REBATE			\$0.00			
TOTAL DOWN PAYMENT			\$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY			\$38,973.00			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby **THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED."**

TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, THERE WILL BE ADDED THE SUM OF \$199.99 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ACCEPTED BY:

PURCHASER'S SIGNATURE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

ORDINANCE NO. 2022-23

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in

any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-ORDINANCE-2022

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Ordinance was duly adopted by said Council/Board at a meeting held on the _____
day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Secretary/Clerk



STICKNEY FIRE DEPARTMENT

6433 West 43rd Street

Stickney, Illinois 60402

(708) 795-6333 — (708) 749-4400

Fax (708) 795-1381



Jeffrey Boyajian, Fire Chief

Jeffrey Walik, Mayor

Date: November 9, 2022

To: Mayor Walik and the Village Board of Trustees

From: Jeffrey Boyajian, Fire Chief

RE: MABAS Agreement

Issue: The Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago to coordinate and automate fire department mutual aid. Since the last revision of the master MABAS intergovernmental agreement in 1988, MABAS has grown exponentially to its current composition of almost 2,200 total Units in Illinois and several adjoining States.

Because of this growth and MABAS now existing in multiple States, MABAS has had to update language in their Master MABAS Intergovernmental Agreement to reflect this growth and Inter-State Mutual Aid. These were the only changes that have been made to the agreement.

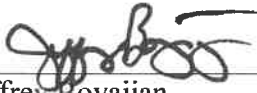
Analysis: Here are the changes made in the agreement:

- Intent is to adopt a single agreement, in all states, by all Member Units, without modification.
- Permits membership by Member Units from states not specifically cited in the Recitals.
- Includes membership by Units from Federal, State and Local governments, as well as "non-governmental organizations (NGOs) and corporations that provide emergency response functions and services that support the mission of MABAS and its members."
- Alignment with NIMS and Interstate Mutual Aid law.
- Day-to-day mutual aid remains free of charge.
- Permits third party recovery and reimbursement under spiller pays or technical rescue recovery.
- Permits recovery of expenses attributable to intrastate and interstate mutual aid activities when activated at the state or EMAC level.
- Permits patient billing for emergency medical services.
- Tort Immunity follows the state laws of the state where the incident occurs.
- Agreement specifically authorizes the establishment of state Chapters.

Requested Board Action: Motion to approve the Master MABAS Agreement and Ordinance Authorizing the Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System.

Documents Attached:

1. Ordinance
2. MABAS Master Agreement


_____,
Jeffrey Boyajian
Fire Chief



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Don Davids, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
630-327-2661
davids@mabas-il.org

1st VICE PRESIDENT

Kevin A. Welsh Sr., Chief
MABAS-Illinois
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Wheeling, IL 60090
708-516-1195
welsh@mabas-il.org

2nd VICE PRESIDENT

Dave Haywood, Chief (RET)
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haywood@mabas-il.org

SECRETARY

Joseph C. Holomy, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
815-405-2051
holomy@mabas-il.org

TREASURER/COMPTROLLER

Sean Maloy, Chief
Bedford Park Fire Department
6820 South Archer Road
Bedford Park, IL 60501
708-563-4510 ext 103
smalov@mabas-il.org

CHIEF EXECUTIVE OFFICER

Glenn Ericksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-403-0506
ericksen@mabas-il.org

ALL DIVISIONS NOTICE

At the October 19, 2022 MABAS Executive Board meeting in Peoria the new Mutual Aid Box Alarm System Master Agreement was approved by a unanimous vote. What this now means is that all MABAS member agencies must have the new Agreement approved and signed by the members authorizing board no later than 12:01 a.m. Central Standard Time on January 1, 2024.

In order to accomplish this task, each MABAS Divisional Executive Board will be provided copies of the new MABAS Master Agreement along with Resolution or Ordinance authorization forms. It will be the responsibility of each MABAS Division's Executive Board to forward these documents to each of their member agencies for approval.

Copies of the documents will be available to download on the MABAS website www.MABAS-il.org.

Required to be submitted,

- Signed copy of the MABAS Master Agreement
- Signed copy of the Authorizing Resolution or
- Signed copy of the Authorizing Ordinance
- The preferred method of delivery would be email to agreements@mabas-il.org

Documents can also be mailed using the address of;

MABAS
233 West Hintz Road
Wheeling, IL 60090
ATTN: Bernie Lyons

Remember, it is critical that MABAS Headquarters receive each set of signed documents from MABAS members **no later 12:01 CST on January 1, 2024**. Please contact your local MABAS Operations Branch Chief should you have any questions.

The MABAS Leadership Board appreciates everyone's efforts in accomplishing this important and necessary task.

Thank you.

Don Davids, MABAS President

Glenn Ericksen, MABAS CEO



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **"Chapter President"** means a person elected as the President of each state Chapter;
- H. **"Chief Officer"** means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents"** means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. **"Disaster"** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **"Division"** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **"Emergency"** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **"Emergency Responder"** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **"Emergency Services"** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **"Incident Commander"** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **"Incident Command System"** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **"MABAS"** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **"Mutual Aid"** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **"Requesting Unit"** means any Unit requesting assistance of another Unit under this Agreement.
- T. **"Serious Threats to Public Health and Safety"** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training"** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **"Unit"** (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ____ day of _____, 202__. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

RESOLUTION NO. 20-2022

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining

MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the

benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Mayor/President

ATTEST:

Clerk/Secretary

MABAS-ILLINOIS-CITY_VILLAGE_DISTRICT-RESOLUTION-2022

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk
of the _____,
_____ County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Resolution entitled:

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

which Resolution was duly adopted by said Council/Board at a meeting held on the ____
day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the Illinois
Open Meetings Act and its own policies, rules or regulations concerning the holdings of
meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20____.

Secretary/Clerk

RESOLUTION NO. 21-2022

**A RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT WITH
COMMONWEALTH EDISON COMPANY AND AZAVAR AUDIT SOLUTIONS, INC. 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, as a home rule unit of local government the Village may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Commonwealth Edison Company ("ComEd") is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act (220 ILCS 5/3-105, *et seq.*); and

WHEREAS, the Village entered into an agreement with Azavar Audit Solution ("Azavar") to audit ComEd's collection and remittance of municipal utility taxes for electric service (the "Audit"); and

WHEREAS, as a result of the Audit, Azavar issued a Notice of Tax Liability ("NTL") to Com Ed; and

WHEREAS, after the NTL was issued to ComEd, Azavar negotiated a settlement where Com Ed will agree to pay to the Village the total amount of \$28,605.00 (twenty-eight thousand six hundred five dollars and zero cents) (the "Settlement Amount") for full payment and satisfaction of the NTL; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the NTL, the Village, Com Ed, and Azavar, as the Village's agent, have agreed to resolve the NLT as to all Parties in accordance with the terms set forth in the Settlement Agreement (the "Settlement Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and 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 agree to the Settlement 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;

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to approve the Settlement Agreement so as to settle the NLT to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the NTL, to further authorize the President to take all steps necessary to carry out the terms of the Settlement Agreement and to ratify any steps taken to effectuate that goal.

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

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

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

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

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

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

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2022.

Jeff Walik, President

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

Audrey McAdams, Village Clerk

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement dated _____, 2022 (“Settlement Agreement”) is entered into by the Village of Stickney (the “Municipality”), and Commonwealth Edison Company (“ComEd”) (the Municipality, and ComEd together, the “Parties,” and each a “Party”), and Azavar Audit Solutions, Inc. (“Azavar”).

RECITALS

WHEREAS, ComEd is an Illinois corporation engaged in the transmission, sale, and distribution of electricity to the public in Illinois, and is a public utility as defined in Section 3-105 of the Public Utilities Act.

WHEREAS, the Municipality is a municipal corporation organized and existing under Article VII of the 1970 Constitution of the State of Illinois.

WHEREAS, Azavar has entered into an agreement with the Municipality to audit ComEd’s collection and remittance of municipal utility taxes for electric service;

WHEREAS, Chapter 78, Article X of the Municipality’s Code of Ordinances imposes a Municipal Utility Tax (“MUT”) on the distribution, supply, furnishing, or sale of electricity within the corporate limits of the Municipality.

WHEREAS, on January 17, 2018 Azavar, as the Municipality’s authorized agent, issued a Notice of Audit to ComEd seeking to audit ComEd’s collection and remittance of MUT for electric service.

WHEREAS, on December 5, 2018, the Municipality issued a Notice of Tax Liability (“NTL”) alleging that ComEd failed to collect and remit certain MUT to the Municipality.

WHEREAS, ComEd timely filed its protest of the NTL disputing the allegations in the NTL.

WHEREAS, the Parties continue to disagree about the validity of the allegations in the NTL.

WHEREAS, in recognition of the expense and hazards of litigation, the Parties now wish to resolve the allegations in the NTL.

THEREFORE, in consideration of the various undertakings and covenants hereinafter provided for, the Parties hereby agree as follows:

SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein and upon acknowledgement by each of the Parties of the receipt of valuable consideration, the Parties agree as follows:

1. **Recitals.** Each of the recitals set forth above is expressly incorporated herein.

2. **Settlement Amount.** In consideration of the foregoing and in further consideration of the statements, representations, promises, covenants and warranties as set forth herein, ComEd will pay to the Municipality in settlement of the NTL the total amount of \$28,605.00 (twenty-eight thousand six hundred five dollars and zero cents) (the "Settlement Amount"). This payment will constitute full payment and satisfaction of the NTL.

3. **Erroneous Payments to the Municipality.** The Municipality understands that ComEd is engaged in audit processes with other Illinois communities. In connection with those audits, if ComEd is determined to owe MUT to another community that it erroneously paid to the Municipality, and pays another community any such amount on or before December 31, 2022, the Municipality agrees that, upon notice and reasonable verification of same, ComEd may deduct such amount (the "Credit") from a future MUT remittance to the Municipality. The Credit shall be only for the actual tax erroneously remitted to the Municipality and not for any penalties or interest ComEd may have additionally paid another community. The Credit may be taken by ComEd without regard to any statute-of-limitations or refund arguments that otherwise might be available to the Municipality pursuant to local ordinance or state law. Under no circumstances shall the total amount of the Credit exceed 10% of the Settlement Amount.

4. **Payment Method and Instructions.** Within 15 business days of the full execution of this Settlement Agreement, ComEd will pay the Settlement Amount to the Municipality in full and final settlement of the NTL, the sufficiency of which is hereby acknowledged and agreed to by the Municipality. ComEd will make payment of the Settlement Amount by wire pursuant to the following wiring instructions:

Account Title: Cozen O'Connor IOLTA-IOLA
Account Number: 800009782
Routing Number: 271070801
Bank Name Citibank
Bank Address Chicago, IL
SWIFT Code CITIUS33

5. **No Admission.** This Settlement Agreement constitutes the compromise of disputed claims, causes of actions, denials, and/or defenses made or to be made by the Parties or any of them, and attorney fees and costs, and is being entered into solely for the purpose of bringing to an end the real or potential claims referred to herein and to avoid further costs of litigation. The Parties understand and agree that neither the entry into this

Settlement Agreement nor the payment of the Settlement Amount shall constitute or be construed as an admission of liability by either Party to any person or entity. This Settlement Agreement, each of its provisions, any prior drafts thereof, any negotiations, proceedings, or agreements relating to it, and any matter arising in connection with such negotiations, proceedings, or agreements, shall not be offered or received in evidence in any litigation other than litigation brought to enforce the terms of this Settlement Agreement.

6. General Releases. Effective upon the full execution of this Settlement Agreement by the Parties, the Municipality, on behalf of itself, and its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, predecessors, successors, and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2021, which it has brought or could have brought as of the date of this Settlement Agreement, against ComEd and/or any of its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, personal representatives, successors and assigns. Contemporaneously, and as part of this mutual release, ComEd, on behalf of itself and each of its agents, representatives, personal representatives, subsidiaries, partners, managers, members, officers, directors, employees, shareholders, affiliates, divisions, successors, predecessors and assigns, hereby waives, releases, relinquishes, and forever discharges any and all claims, suits, causes of action, debts, liens, demands, liabilities, obligations, covenants, controversies, agreements, promises, damages, costs, and expenses of any nature or kind whatsoever, at law or in equity, related to the MUT due or allegedly due to the Municipality on or before December 31, 2021, which it has brought or could have brought as of the date of this Settlement Agreement, against the Municipality and/or its respective affiliates or its respective members, managers, officers, directors, shareholders, owners, partners, agents, lenders, employees, attorneys, successors and assigns.

7. Disclosure and Confidentiality. The Parties and Azavar agree to maintain the negotiations, calculations, and terms of this Settlement Agreement in confidence. In making any disclosure permitted in this Paragraph, the Parties and Azavar agree that they will limit the content of all disclosures and make only such disclosures as are necessary to comply with such permitted disclosures:

- a. to the Parties' attorneys, accountants, appraisers, agents, and other persons for the purpose of providing accounting or tax advice or services to one of the Parties;
- b. by counsel to the Municipality, as necessary to provide privileged and confidential legal advice to any other municipality that has issued an NTL to ComEd, provided that such municipalities agree to treat such information as confidential;

- c. as deemed necessary by ComEd, in response to inquiries made regarding this Settlement Agreement by other municipalities that have issued a NTL to ComEd, provided that Parties agree to treat the information provided by ComEd as confidential;
- d. in response to a lawful subpoena, court order or written request from a state or federal government official provided that prior notice, is given to the non-disclosing Party or Parties;
- e. as deemed necessary by ComEd to any regulatory body with jurisdiction over it, including but not limited to, the Illinois Commerce Commission;
- f. to the extent necessary to comply with state or federal laws or regulations, including, but not limited to, the Freedom of Information Act ("FOIA") and the Open Meetings Act ("OMA");
- g. to the extent necessary to enforce the terms of this Settlement Agreement or in any other legal dispute involving only Parties to this Settlement Agreement and/or Azavar.

Moreover, acknowledging that the Municipality is a public body subject to FOIA requests and the OMA, and may be subject by law to other public-disclosure requirements, it is therefore agreed that, if there is a legally required public disclosure on or before December 31, 2025 of any of the terms of this Settlement Agreement pursuant to FOIA, the Open Meetings Act, or any other similar public disclosure-requirement, the Municipality shall notify ComEd by electronic mail at least two (2) business days prior to such disclosure of any of the terms of this Settlement Agreement pursuant to such legal requirements.

The Municipality shall provide such electronic mail communication to the following e-mail address:

- litigationattorneys@exeloncorp.com.

Except for the permitted disclosures referenced above, the Parties and Azavar further agree not to initiate any publicity or make any public statement or comment regarding or related to the NTL or this Settlement Agreement except as required by law or as set forth above in this Paragraph. If media requests are received or questions raised regarding the NTL or this Settlement Agreement, Azavar shall decline to comment and the Parties shall provide only the following response, without elaboration: "The Parties decided to settle this matter. Further comment regarding the settlement is prohibited by the Parties' Settlement Agreement, except as required by law."

The Parties and Azavar acknowledge and agree that damages that will result to ComEd if the Municipality or Azavar violates the provisions set forth in this Paragraph shall be extremely difficult or impossible to establish or prove, and agree that the amount of one thousand dollars and zero cents (\$1,000.00) shall constitute liquidated damages for any

such violation by the Municipality or ComEd and five thousand dollars and zero cents (\$5,000.00) shall constitute liquidated damages for any such violation by Azavar.

ComEd and the Municipality agree that such liquidated damages shall be in lieu of all other claims that ComEd or the Municipality may make by reason of any such violation.

8. Release as a Defense. This Settlement Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, or proceeding, which may be prosecuted, instituted, or attempted by any Party in breach thereof.

9. Remedies. The Parties expressly agree that if either Party elects to take any legal action to enforce the terms of this Settlement Agreement, in addition to any other remedies available, the prevailing Party shall be entitled to recover from the other Party all of its associated costs and expenses, including, without limitation, its reasonable attorneys' fees incurred by the prevailing Party in connection with such enforcement steps.

10. Survival. All promises, covenants, warranties and representations contained in this Settlement Agreement shall survive execution of this Settlement Agreement, except where explicitly stated otherwise.

11. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, beneficiaries, heirs, executors, trustees, administrators, representatives, officers, directors, stockholders, agents, and insurers.

12. Representation by Counsel. The Parties acknowledge that they have each been represented by independent counsel of their own choice throughout all of the negotiations that preceded and resulted in the execution of this Settlement Agreement. This Settlement Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of who prepared this Settlement Agreement.

13. Entire Agreement. The Parties understand and agree that this is the entire agreement between the Parties.

14. Modification or Amendment. This Settlement Agreement shall not be modified, altered, or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought.

15. Governing Law. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to principles of choice or conflict of law.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall be admissible in evidence, but all of which together shall constitute one and the same instrument and shall become effective when counterparts executed by each Party have been delivered to counsel

for all other Parties. Execution by facsimile, by an electronically transmitted signature, or by Portable Document Format (PDF), shall be fully and legally binding on the Parties.

17. Headings. The paragraph headings in this Settlement Agreement are for convenience only and shall not affect the meaning or interpretation of its provisions.

18. Authority and No Assignment. Each Party: (a) represents and warrants that it is authorized to enter into this Settlement Agreement and that it is authorized to give the releases contained herein and (b) represents and warrants that, other than as expressly set forth herein, neither it nor any of its agents, representatives, officers, members, employees, or attorneys have made, assigned, transferred, sold, pledged or hypothecated, or have purported to make, assign, transfer, sell, pledge or hypothecate, any actual or alleged claims, demands, causes of action, obligation, liabilities, or any interest in the matters being released by this Settlement Agreement, which, but for such assignment, transfer, sale, pledge, or hypothecation, would be subject to the release in this Settlement Agreement.

19. Severability. Should any provision of this Settlement Agreement be declared or determined by a court to be illegal or invalid, the court shall have the power to modify this Settlement Agreement so that it conforms with prevailing law and the validity of the remaining parts, terms, or provisions shall not be affected thereby. If any provision of this Settlement Agreement shall be held, declared, or pronounced void, voidable, invalid, unenforceable, or inoperative, in whole or in part, for any reason by any court of competent jurisdiction, government authority, or otherwise, such holding, declaration, or pronouncement shall not adversely affect any other provision of this Settlement Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms. To the extent permitted by applicable law, the Parties hereby knowingly, voluntarily and intelligently waive any provision of law that prohibits or renders void or unenforceable any part, provision, representation or warranty hereof.

20. Attorney Fees and Costs. Other than as expressly provided herein, the Parties shall each bear their own attorney fees, costs and expenses incurred in connection with this matter.

Dated this __ day of _____, 2022.

VILLAGE OF STICKNEY

By: _____

Title: _____

Dated this __ day of _____, 2022.

COMMONWEALTH EDISON COMPANY

By: _____

Title: _____

Dated this __ day of _____, 2022.

AZAVAR AUDIT SOLUTIONS, INC.

By: _____

Title: _____