

# VILLAGE OF STICKNEY

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



**Jeff Walik**  
Village President

**Mary Hrejsa**  
**Tim Kapolnek**

## Village Trustees

**Mitchell Milenkovic**  
**Sam Savopoulos**

**Leandra Torres**  
**Jeff White**



**Audrey McAdams**  
Village Clerk

## VILLAGE OF STICKNEY REGULAR MEETING BOARD OF TRUSTEES

Tuesday, February 15, 2022

7:00 p.m.

## Meeting Agenda

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

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

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the Previous Regular Meeting
5. Authorize Payment of Bills
6. Proclamation for Evelyn Strba
7. Pass and Approve Ordinance 2022-05, "An Ordinance Amending Chapter 14, Section 14-196 of the Municipal Code, Village of Stickney, Illinois Regarding Vehicle Towing and Impoundment"
8. Approve Resolution 04-2022, "A Resolution Authorizing and Approving a Certain Canine Training Services Agreement With Full Circle K9 Solutions, Inc. for the Village of Stickney"
9. Report from the Mayor
10. Report from the Clerk
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
  - a. Presentation of the Annual Police Department Report
13. Public Comments
14. Adjournment

Posted February 11, 2022

**February 1, 2022**

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

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

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**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, February 1, 2022, at 7:04 p.m. via Zoom electronic means.**

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

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

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

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

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

Trustee Milenkovic moved, duly second by Trustee Savopoulos to pass Ordinance 2022-04, "An Ordinance Authorizing and Approving the Acquisition of a Certain Vehicle for the Village of Stickney, Cook County, Illinois"

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

**MAYOR'S REPORT:** The Mayor remarked that 2021 was a very good year despite the pandemic. We had a meeting with our finance director, David Gonzalez. Everyone is doing well, and we are in line with our six-month budget. Our residents are getting some great services. We have added three more police officers and one public works employee. We will get the Fire Department report for 2021 at this meeting. The Chief of Police will present their report at the next board meeting. The Mayor thanked Public Works Director Joe Lopez for the excellent job clearing the snow. They are working overtime and the staff is "rocking" it. Alerts will go out via Code Red, the website and Facebook for the snow clearing until the snow is gone. Cars must be moved. He reminded people of Valentine's Day and Ground Hog Day.

**CLERK'S REPORT:** The clerk thanked Public Works for the excellent services the residents are receiving in the Village including plowing of the alleys. Other people don't realize how lucky we are to receive these services. The Mayor added in that he and Fire Chief Boyajian grabbed a couple of shovels themselves and cleaned the snow for some seniors. There was some miscommunication, so they helped them out.

#### **TRUSTEE REPORTS:**

**Trustee Milenkovic:** attended the Midway Noise Compatibility Commission on January 7<sup>th</sup> at 6:30 at the Mayfield facility on Archer. The newest noise contour will be ready in four to six weeks. This is the shape that determines where the houses would be eligible for windows or doors. Celebrating the Commissions 25<sup>th</sup> Anniversary is still on hold due to Covid. One member has retired due to health issues. They had 10 of 13 members present. The total noise complaints for 2021 were 3266. The total for 2020 was 5780. Southwest Airlines has the most daily operations at Midway at 385. A description of their equipment was given. Frontier Airlines is returning to Midway using the Airbus 8320. Hinsdale is voting whether they will be joining the commission. The noise level for the 4<sup>th</sup> quarter of 2021 was 51.2 decibels. The 4<sup>th</sup> quarter of 2020 was 38.9 decibels. It is a little louder, but we have more flights now. Our monitor is located at 4308 Wenonah. We had no noise complaints in Stickney. The total complaints in the 4<sup>th</sup> quarter 949. Western Springs had 395 but they are all from one home. Frankfort had 164 from one home. Of the 949, nearly half are coming from two people.

In addition, we were told that we had a couple donations for the visitor's center. He showed a picnic coupon from 1924 at the Pershing Road Gardens at 39<sup>th</sup> and Harold. He also showed some matchbooks from the Hawthorne Racetrack.

**Trustee Kapolnek:** Mentioned that Saint Pius is staying open. His newsletter article will be explaining it.

**Trustee Torres:** This week we worked on all our upcoming events. It will be in our newsletter and all our social media. There will be an Easter egg hunt, including a tween Easter egg hunt. We are looking forward to having all the events that we have had in the past, including Cinco de Mayo feast. She thanked Joe and Public Works and the Fire Department for keeping our streets clear. It is very difficult to write tickets in the snow. All our streets are clear. We can park up to the curbs.

**DEPARTMENT REPORTS:**

**Public Works Director Joe Lopez:** Asked for continued assistance with moving the cars. If you have a neighbor that hasn't moved their car, please knock on their door to remind them to move their car. We had 8 inches of snow. The Mayor said that we will continue to work until all the snow is gone.

**Fire Chief Jeff Boyajian:** The chief reported on a house fire that occurred last week.

The Chief presented the Board the 2021 Fire Report. He highlighted the following: The Pandemic was still an issue in 2021. The Genesis e-Draulic extrication equipment was placed into service in 2021 and has been used three times since its in-service date. A new 2022 Ford/Horton 4x4 ambulance was purchased with the anticipated delivery sometime in April. We haven't had a new ambulance in six years. Three of our members attended and passed the Office of the State Fire Marshalls Fire Investigator class. We now have a total of five investigators.

**Annual Incident Type Report  
Summary for Year Ending 2021**

**Total Structure Fires: 10**  
**Other Fires: 20**  
**(Includes Vehicle Fires, Brush Fires, Rubbish/Trash, etc.)**  
**False Alarms/False Calls: 77**  
**EMS Calls Emergent: 683**  
**EMS Calls Non-Emergent 257**  
**Mutual/Automatic Aid: 133**  
**Haz-Mat Calls: 15**  
**All Other Responses: 70**

**The Stickney Fire Department responded to a total of 1,265 calls in the year  
2021**

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 7:30 p.m.

Respectfully submitted,

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Audrey McAdams, Village Clerk

Approved by me this       day of       , 2022

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Jeff Walik, Mayor

**Village of Stickney**  
**Warrant Number 21-22-19**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
February 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                       |           | 99,164.44         |
| 02 WATER FUND                           |           | 229,308.40        |
| 03 MOTOR FUEL TAX FUND                  |           | 24,290.22         |
| 05 1505 FUND                            |           | -                 |
| 07 POLICE REVENUE SHARING FUND          |           | -                 |
| 08 CAPITAL PROJECTS FUND                |           | 25,248.37         |
| 09 BOND & INTEREST FUND                 |           | -                 |
|   | Subtotal: | <u>378,011.43</u> |
| General Fund Payroll                    | 2/15/2022 | 208,220.18        |
| Water Fund Payroll                      | 2/15/2022 | <u>21,659.85</u>  |
|   | Subtotal: | <u>229,880.03</u> |
| Total to be Approved by Village Council |           | <u>607,891.46</u> |

Approvals:

\_\_\_\_\_  
Jeff Walik, Mayor

\_\_\_\_\_  
Audrey McAdams, Village Clerk

\_\_\_\_\_  
Treasurer

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
01 - General Fund  
From 2/1/2022 Through 2/15/2022

| Check Number            | Vendor Name                               | Effective Date | Check Amount |
|-------------------------|---|----------------|--------------|
| 504910                  | Aftermath                                 | 2/3/2022       | 155.00       |
| 504911                  | ALAN BRINKER                              | 2/3/2022       | 750.00       |
| 504912                  | ALAN KULAGA                               | 2/3/2022       | 750.00       |
| 504913                  | Bell Fuels, Inc.                          | 2/3/2022       | 3,959.18     |
| 504915                  | CPURX, Inc.                               | 2/3/2022       | 4,934.22     |
| 504916                  | Forest View Dunkin Donuts                 | 2/3/2022       | 50.60        |
| 504919                  | Konica Minolta Business Solutions U.S.... | 2/3/2022       | 38.66        |
| 504920                  | Minuteman Press of Lyons                  | 2/3/2022       | 48.00        |
| 504921                  | Mitch Milenkovic                          | 2/3/2022       | 76.70        |
| 504922                  | N.E.M.R.T.                                | 2/3/2022       | 255.00       |
| 504924                  | Novotny Engineering                       | 2/3/2022       | 437.50       |
| 504926                  | RAY O'HERRON CO. INC.                     | 2/3/2022       | 182.18       |
| 504927                  | ROBERT SENESE                             | 2/3/2022       | 750.00       |
| 504929                  | STAPLES BUSINESS CREDIT                   | 2/3/2022       | 2,419.16     |
| 504932                  | Yuritz RC Landscaping Inc                 | 2/3/2022       | 3,200.00     |
| 504933                  | ANDERSON PEST SOLUTIONS                   | 2/3/2022       | 57.40        |
| 504934                  | Illinois Department of Public Health      | 2/3/2022       | 50.00        |
| 504935                  | Knox Company                              | 2/3/2022       | 1,166.00     |
| 504936                  | Municipal Emergency Services              | 2/3/2022       | 301.45       |
| 504937                  | Russo's Power Equipment, Inc.             | 2/3/2022       | 653.75       |
| 504938                  | The Eagle Uniform Co.                     | 2/3/2022       | 80.00        |
| 504940                  | ABC Automotive Electronics                | 2/10/2022      | 215.00       |
| 504941                  | Abila                                     | 2/10/2022      | 853.17       |
| 504942                  | Air Comfort                               | 2/10/2022      | 532.05       |
| 504943                  | Anthony T. Bertucca                       | 2/10/2022      | 900.00       |
| 504944                  | Bell Fuels, Inc.                          | 2/10/2022      | 4,788.72     |
| 504946                  | Comcast                                   | 2/10/2022      | 141.59       |
| 504949                  | CWF Restoration                           | 2/10/2022      | 650.00       |
| 504950                  | Dearborn National                         | 2/10/2022      | 1,239.41     |
| 504951                  | Eckert Enterprises, Inc.                  | 2/10/2022      | 7,835.00     |
| 504952                  | Full Circle K9 Solutions Inc.             | 2/10/2022      | 9,060.89     |
| 504953                  | Google LLC                                | 2/10/2022      | 217.35       |
| 504954                  | Julia Warren                              | 2/10/2022      | 20.00        |
| 504955                  | Konica Minolta Business Solutions U.S.... | 2/10/2022      | 170.99       |
| 504956                  | Lembke & Sons True Value                  | 2/10/2022      | 33.00        |
| 504957                  | Miguel's Landscaping                      | 2/10/2022      | 415.00       |
| 504958                  | Minuteman Press of Lyons                  | 2/10/2022      | 302.98       |
| 504959                  | Monroe Truck Equipment, Inc.              | 2/10/2022      | 444.51       |
| 504960                  | Municipal Web Services                    | 2/10/2022      | 288.00       |
| 504962                  | O'Reilly First Call                       | 2/10/2022      | 902.40       |
| 504963                  | Ruben Quintana                            | 2/10/2022      | 1,620.00     |
| 504964                  | Ragnasoft, Inc.                           | 2/10/2022      | 302.08       |
| 504965                  | Ramiro Calderon                           | 2/10/2022      | 200.00       |
| 504966                  | RAY O'HERRON CO. INC.                     | 2/10/2022      | 727.99       |
| 504967                  | Rock River Auto Body                      | 2/10/2022      | 6,912.04     |
| 504969                  | Suburban Fence Inc.                       | 2/10/2022      | 7,800.00     |
| 504970                  | Scott Urbanski                            | 2/10/2022      | 1,140.00     |
| 504971                  | WASTE MANAGEMENT                          | 2/10/2022      | 30,467.68    |
| 504972                  | Webmarc Doors                             | 2/10/2022      | 346.00       |
| 504973                  | Westfield Ford, Inc.                      | 2/10/2022      | 323.79       |
| Total 01 - General Fund |   |                | 99,164.44    |

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
02 - Water Fund  
From 2/1/2022 Through 2/15/2022

| Check Number          | VENDOR Name                | Effective Date | Check Amount |
|-----------------------|----------------------------|----------------|--------------|
| 504909                | Jack Phelan                | 2/1/2022       | 21,077.62    |
| 504913                | Bell Fuels, Inc.           | 2/3/2022       | 1,979.61     |
| 504917                | Ferguson Waterworks        | 2/3/2022       | 1,690.00     |
| 504918                | Gasvoda & Associates, Inc. | 2/3/2022       | 349.70       |
| 504924                | Novotny Engineering        | 2/3/2022       | 4,156.25     |
| 504925                | POMP'S TIRE SERVICE, INC.  | 2/3/2022       | 782.00       |
| 504928                | S & S Industrial Supply    | 2/3/2022       | 242.10       |
| 504944                | Bell Fuels, Inc.           | 2/10/2022      | 2,394.33     |
| 504945                | City of Chicago            | 2/10/2022      | 195,885.98   |
| 504946                | Comcast                    | 2/10/2022      | 187.12       |
| 504947                | ComEd                      | 2/10/2022      | 23.82        |
| 504962                | O'Reilly First Call        | 2/10/2022      | 255.78       |
| 504968                | Roland Machinery Co.       | 2/10/2022      | 284.09       |
| Total 02 - Water Fund |                            |                | 229,308.40   |



**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
03 - Motor Fuel Tax Fund  
From 2/1/2022 Through 2/15/2022

| <u>Check Number</u> | <u>Vendor Name</u>                | <u>Effective Date</u> | <u>Check Amount</u> |
|---------------------|-----------------------------------|-----------------------|---------------------|
| 504914              | ComEd                             | 2/3/2022              | 4,066.41            |
| 504924              | Novotny Engineering               | 2/3/2022              | 11,603.54           |
| 504947              | ComEd                             | 2/10/2022             | 4,225.23            |
| 504948              | Compass Minerals                  | 2/10/2022             | <u>4,395.04</u>     |
|                     | Total 03 - Motor Fuel<br>Tax Fund |                       | 24,290.22           |

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
08 - Capital Projects Fund  
From 2/1/2022 Through 2/15/2022

| Check Number | Vendor Name                         | Effective Date | Check Amount |
|--------------|-------------------------------------|----------------|--------------|
| 504909       | Jack Phelan                         | 2/1/2022       | 21,077.62    |
| 504924       | Novotny Engineering                 | 2/3/2022       | 4,170.75     |
|              | Total 08 - Capital<br>Projects Fund |                | 25,248.37    |
| Report Total |                                     |                | 378,011.43   |

# VILLAGE OF STICKNEY

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Stickney, Illinois 60402-4048  
Phone - 708-749-4400  
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Audrey McAdams  
Village Clerk

## *Be It Proclaimed.*

*WHEREAS, Evelyn Strba will be honored by family and friends on the occasion of her 100th birthday on February 10, 2022; and*

*WHEREAS, she was born on February 10, 1922, and has been a resident of the Village for many years; and*

*WHEREAS, she became the wife of Cyril J Strba, a World War 2 US Navy Veteran, on May 27, 1950; and*

*WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and earned the respect and affection of people from all walks of life and all ages; and*

*NOW, THEREFORE, BE IT PROCLAIMED* Jeff Walik, Mayor of the Village of Stickney, along with the Village Clerk and Board of Trustees, do hereby deem it an honor and pleasure to extend this Certificate of Recognition to Evelyn Strba, on her 100th Birthday, with sincere congratulations and best wishes.

*Be it proclaimed, February 10, 2022, has been declared Evelyn Strba day in the Village of Stickney.*

*IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of the Village of Stickney to be affixed, this 10th day of February 2022 .*

*Jeff Walik, Mayor Village of Stickney*

**ORDINANCE NO. 2022- 05**

**AN ORDINANCE AMENDING CHAPTER 14, SECTION 14-196 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING VEHICLE TOWING AND IMPOUNDMENT**

**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 governmental affairs, and to review, interpret and amend its ordinances, rules and regulations; and

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

**WHEREAS**, the Code of Ordinances of the Village of Stickney, Illinois (the "Village Code") currently sets forth certain regulations for the towing and impounding of vehicles (the "Existing Regulations"); and

**WHEREAS**, the Corporate Authorities recognize the need to amend, update and clarify the Existing Regulations from time to time; and

**WHEREAS**, based upon the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Section 14-196 of Chapter 14 of the Village Code as set forth below;

**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 1.0 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 2.0 PURPOSE.** The purpose of this Ordinance is to amend Section 14-196 of Chapter 14 of the Village Code to update, amend, and clarify the Village's Existing Regulations 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 14, SECTION 14-196 OF THE MUNICIPAL CODE, VILLAGE**  
**OF STICKNEY, ILLINOIS**

**SECTION 3.0 AMENDMENT OF CHAPTER 14, SECTION 14-196.** That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Section 14-196, in relevant part, as follows:

**Sec. 14-196. - Other conduct prohibited.**

(a) A motor vehicle used in connection with any of the following violations may be subject to immediate seizure and/or impoundment by the village and the owner of record of said vehicle shall be liable to the village for any administrative penalty of \$750.00, plus any applicable towing and storage fees:

- (1) Driving under the influence of alcohol, other drug or drugs, intoxicating compound(s) or any combination thereof, or possession of drugs or intoxicating compound(s) as provided by the Illinois Compiled Statutes (625 ILCS 5/11-501(a)).
- (2) Driving while driver's license, permit or privilege to operate a motor vehicle is suspended or revoked, pursuant to the Illinois Compiled Statutes (625 ILCS 5/6-303) or is suspended or revoked for any other reason and the vehicle is being operated in violation of 625 ILCS 5/6-303.
- (3) Driving without a valid driver's license pursuant to Illinois Compiled Statutes (625 ILCS 5/6-101).
- (4) Arrest for any felony offense pursuant to the Illinois Compiled Statutes (720 ILCS).
- (5) The operation of any motor vehicle with open alcohol in violation of 625 ILCS 5/11-502.
- (6) Any vehicle being operated or having been operated while the operator or occupants of the vehicle are in the commission of or fleeing from the commission of a crime constituting a charge of a class A misdemeanor, or any felony.
- (7) An accident involved motor vehicle.
- (8) A hazardous vehicle.
- (9) A derelict motor vehicle, including any vehicle which has been immobilized for 72 hours or more pursuant to section 14-195.10.
- (10) Any motor vehicle that is parked on a public way, alley or a loading zone in violation of sections 14-143, 14-145, 14-148, 14-150, or 14-154 of this Code.

- (11) Any motor vehicle that is illegally parked in a tow away zone.
- (12) Any motor vehicle that is inoperable due to the arrest of the owner or operator.
- (13) Playing, using or operating or permitting to be played, used or operated, any radio, tape recorder, cassette player or other device for receiving broadcast sound or reproducing recorded sound if the device is located in any motor vehicle on the public way; and if the sound generated by the device is clearly audible to a person with normal hearing at a distance greater than 75 feet. This section shall not apply to any person participating in a parade or public assembly for which a permit has been obtained pursuant to village ordinances.
- (14) A vehicle parked in violation of section 14-141.
- (15) A tow away zone obstruction vehicle.
- (16) An improperly stored motor vehicle or other equipment on a private lot.
- (17) Any motor vehicle that contains an unregistered firearm or a firearm that is not broken down in a non-functioning state. Except that (a) if the vehicle is operating as a common carrier and the violation occurs without the knowledge of the person in control of the vehicle or (b) if the owner proves that the presence of the firearm was permissible pursuant to the provisions of this Code.
- (18) Any motor vehicle being used or operated in violation of Section 5/3-801 of the Illinois Vehicle Code, 625 ILCS 5/3-801, and Section 5/3-413 of the Illinois Vehicle Code, 625 ILCS 5/3-413, for a period in excess of six (6) months regarding no registration of a motor vehicle.
- (19) Any vehicle being used or operated in violation of Section 5/3-401 of the Illinois Vehicle Code, 625 ILCS 5/3-401, for no valid registration, or Section 5/3-702 of the Illinois Vehicle Code, 625 ILCS 5/3-702, and Section 5/3-708 of the Illinois Vehicle Code, 625 ILCS 5/3-708, for operation of a motor vehicle when registration is cancelled, suspended, or revoked.
- (20) Any vehicle being used or operated in violation of 625 ILCS 5/3-707 (Uninsured Motor Vehicle).
- (21) Any vehicle being used or operated in violation of 625 ILCS 5/3-708 (Operation of Motor Vehicle when Registration Suspended for Noninsurance).

\*\*\*\*\*

**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, including, but not limited to, the installation of any street or parking signs as contemplated herein. 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 and in full force ten (10) days after its passage, approval and publication in accordance with Illinois law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jeff Walik, President

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

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Audrey McAdams, Village Clerk



**RESOLUTION NO. 04 -2022**

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN CANINE TRAINING SERVICES AGREEMENT WITH FULL CIRCLE K9 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**, 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 Police Department recently acquired a police canine and is in need of certain canine training services (the "Services"); and

**WHEREAS**, Full Circle K9 Solutions, Inc. ("Full Circle") is in the business of providing the Services; and

**WHEREAS**, the Village desires that Full Circle provide the Services to the Village and Full Circle desires to provide the Services to the Village; and

**WHEREAS**, Full Circle has submitted a certain agreement to the Village that outlines the terms and conditions under which Full Circle will provide the Services, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

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

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

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

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

**SECTION 2: PURPOSE.** The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Full Circle will provide the Services to the Village, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

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

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeff Walik, President

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

\_\_\_\_\_  
Audrey McAdams, Village Clerk

**EXHIBIT A**

**FULL CIRCLE K9 SOLUTIONS, INC.  
TRAINING SERVICES AGREEMENT**

THIS AGREEMENT, by and between the Full Circle K9 Solutions, Inc., hereinafter referred to as the "Contractor" and "**Stickney Police Department**" hereinafter referred to as the "Client", with the Contractor and Client referred to collectively as "Parties", is entered into as of the date set forth below, with the Contractor and Client agreeing as follows:

**A. Services:**

Contractor agrees to furnish to the Client the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services. Client acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

**B. Initial Term:**

Services will be provided as needed and directed by the Client beginning on the date of execution of this Agreement hereof (the "Initial Term") and continuing, until terminated. Either party may terminate this Agreement upon the provision of thirty (30) days written notice and delivered by certified mail. Upon termination the Contractor shall be compensated for all work performed for the Client prior to termination.

**Automatic Renewal:** At the end of the Initial Term this Agreement shall automatically renew for additional one (1) year period (each, a "Renewal Period") unless written notice, delivered by certified mail, of non-renewal is provided to either party at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Period.

**C. Compensation:**

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Contractor may adopt revisions to the fee schedule on a not more frequent than annual basis, and shall provide Client with not less than ninety (90) days written notice of such revisions. No such fee increase shall exceed more than 20 percent per year. In the event that Client seeks additional services, Exhibit A and Exhibit B may be modified by the mutual agreement of the parties, and shall be updated and appended hereto. The Parties acknowledge that the services

provided hereunder are not subject to the Illinois Prevailing Wage Act or the Professional Services Selection Act.

In the event that Client has an officer participating in Contractor's training who is injured and unable to participate in Contractor's training for a period of three months or less, there shall be no credit or offset for such period. In the event that Client has an officer participating in Contractor's training who is injured and unable to participate in Contractor's training for a period of more than three months, the Parties may, by agreement, either continue this agreement, suspend payments or receive a credit for future services. In the event that Client's employee is so injured but Client's K9 is available for training, Client shall use its best efforts to assign personnel to continue bringing the K9 to Contractor's training, to maintain the readiness and abilities of Contractor's K9.

**D. Ownership of Records and Documents / Confidential Information:**

Client shall be provided access to Contractor's training methods and related intellectual property through the receipt of Contractor's services. Client agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Contractor. Client further agrees to keep as confidential any information belonging or relating to the Contractor which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Contractor. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Client shall notify Contractor of any request for information relating to Contractor pursuant to the Freedom of Information Act or any other related or similar statute, and shall assert any objections or exemptions raised by Contractor in response to or review of such requests.

**E. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Will County Circuit Court, Will County, Illinois.

**F. Independent Contractor:**

The Parties acknowledges that neither Contractor nor its personnel shall be acting as an employee or official representative of the Client, and Contractor shall act solely as an independent contractor. Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means

and methods of completing such work. The Client's compensation to Contractor shall be limited to that described in Exhibit B, and the Client shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the Parties determine, in their mutual discretion, that it is economically advantageous for the Client to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the Parties agree that Contractor shall then utilize the Client's equipment or supplies according to its own determination of their best and appropriate use.

**G. Compliance with Applicable Laws and Certifications:**

The Parties agree and acknowledge that they shall each comply with all applicable laws and regulations, and provide each other with all certifications as may be required by law.

**H. Indemnification:**

The Parties agree and acknowledge that Contractor shall be providing training to Client and Client's personnel and employees. Given the nature of the training to be provided, there is a foreseeable risk that Client's personnel may be injured, Client's personal property may be damaged, and/or Client's personnel or personal property may injure a third party or damage third party property. The terms of this Agreement and the calculation of the costs outlined herein have been prepared in a fashion mindful of the risks associated with the services provided, and Contractor's charges have been established based upon an allocation of risk between the Parties.

The Client agrees to indemnify, defend and save harmless the Contractor, including its officials, employees, attorneys and agents (collectively, the "Contractor Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Client or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the Contractor Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the Contractor. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be

limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Client under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois. This indemnification also expressly extends to any claims filed by or on behalf of any third parties relating to Contractor's services to Client, including but not limited to claims based upon the use, deployment or failure to deploy personnel or K9 units in response to an actual or threatened emergency, the training or failure to adequately train personnel or K9 units, or otherwise arising out of Client's use, employment or deployment of personnel or K9 units that receive services from Contractor.

Contractor agrees that it shall indemnify, defend and hold harmless the Client from any claims arising solely out of the negligent or intentional misconduct of Contractor, provided that such obligation shall be limited to not exceed the greater of: 1) the sum of all applicable insurance coverage actually available to Contractor and which covers the contractual indemnity contemplated herein; or, 2) the sum of payments made by Client to Contractor within the calendar year preceding an incident giving rise to a request for indemnification. Contractor shall procure and maintain such insurance as it shall determine to be appropriate given the nature of services provided. This indemnification shall extend to injuries to the Contractor's personnel caused by Client's K9s, provided that Client's employees are following the direction of Contractor's personnel and do not engage in negligent or intentionally harmful behavior or disregard Contractor's directions.

Client agrees and acknowledges that any personnel which are participants in any services offered by Contractor, including personnel who participate in such services, benefit from such services, or observe such services, shall be obligated and required by Client to execute an indemnification and hold harmless agreement substantially in the form attached hereto as Exhibit C. A signed hard copy of each such agreement shall be provided to Contractor prior to the initiation of services to any of Client's personnel.

Client further agrees and acknowledges that all services provided herein are provided through the corporate entity of Contractor. Under no circumstances shall Client or any of Client's personnel pursue a claim against any of Contractor's personnel in their individual or personal capacity, nor against Contractor's personnel's employer police agencies. Client shall indemnify, defend and hold harmless Contractor's personnel (in their individual capacities) and their respective employer police agencies from any and all claims arising out of or relating to this training or any services provided hereunder.

#### I. Intellectual Property:

All materials, handouts, Power Points, drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the



services to be furnished hereunder shall remain the property of Contractor. Contractor agrees to furnish Client with training logs or outlines in form and content mutually acceptable to each of the parties, upon request.

J. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The Parties may negotiate appropriate adjustments acceptable to both parties to accommodate any changes in scope of service requested by either of the Parties.

K. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

Contractor: Address: 1709 Larkspur Drive, Plainfield, IL 60586

Client: Address: Village of Stickney  
Attn: Chief of Police James Sassetti  
6533 W. Pershing Road  
Stickney, IL 60402  
[james.sassetti@stickneypolice.com](mailto:james.sassetti@stickneypolice.com)

With a Copy To: Del Galdo Law Group, LLC  
Attn: Tiffany Nelson-Jaworski  
1441 South Harlem Avenue  
Berwyn, IL 60402  
[jaworski@dlglawgroup.com](mailto:jaworski@dlglawgroup.com)

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

L. Subcontractors and Third Parties:

Neither of the Parties shall assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the other of the Parties. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

M. Operational Deployment:

The Parties acknowledge that nothing within this Agreement shall require Contractor or any of Contractor's personnel to provide sworn law enforcement services to Client; the services contemplated herein are training services only. Client shall not have the ability or authority to utilize Contractor for emergency callouts or operational deployment, except and unless Client has a mutual aid relationship with Contractor's employer police agency and such deployment is a component of a standard operational practice through the employer police agency.

Agreed to this 4<sup>th</sup> day of February 2022.

Contractor:

**Full Circle K9 Solutions, Inc.**

Robert R. Badertscher III

Robert R. Badertscher III, President

Client:

**Name**

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## **Exhibit A:**

### **Description of Work**

The Contractor will provide basic mandatory monthly maintenance training to Client. This training includes obedience, article search, area search, tracking/trailing, building search, aggression control, and detection training for narcotic, explosive, cadaver, and search and rescue. For future development, Contractor will provide advance classes whereas Client will be notified and given priority for registration and participation in specialized training courses at additional cost.

The Contractor will provide monthly training as outlined, in a bi-monthly program. This bi-monthly program will consist of two (2) training days of eight (8) hours each. These training days will be set on a written schedule with approximately six months advance notice for client. If cancellation occurs due to emergency situation notification to Participant will be communicated and at earliest available time client administrator will be notified. Contractor will provide notification of training location and time at least forty-eight (48) hours in advance of training to the participant and administrator. Training time changes may occur to provide both day and night time training for tactical reasons.

The Contractor will provide an in-house evaluation for the Client and their administrator four (4) times per year. The in-house evaluations will be in a written or electronic form to provide proper training documentation. The bi-monthly training documentation will be provided to Client's handler, and if requested, to the Client's administrator.

Upon request, the Contractor will provide an opportunity for yearly certifications through North American Police Work Dog Association from a third party Master Trainer not associated with Contractor. This certification is for members of North American Police Work Dog Association. If Client seeks to obtain such certification, Client must become a member of said Association, and must pay all associated membership fees. Membership in the Association is not required for completion of the Contractor's training program.

The State of Illinois Narcotic Certification can be administered by Contractor; however, Illinois Law Enforcement Training Standards Board (ILETSB) will govern the certification process. Client shall be responsible for all ILETSB fees applicable for the provision of ILETSB-qualified training through a Mobile Training Units (MTU's).

Contractor will provide adequate staff for the training days. Contractor will coordinate through participating clients training locations, training equipment, and training aides to facilitate K9 training, tactical training, and reality based scenario training to enhance Client's handler's ability for real world deployments.

Client shall be responsible for the provision of:

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- 1) Handlers and K9 units to show proper documentation that they have successfully completed basic K9 course completion and accreditation.
  - 2) All handler and K9 specific equipment, including personal protective equipment.
  - 3) Food and consumables for handlers and K9.
  - 4) All detection training aids possessed by Client.

**Exhibit B:****Fee Schedule**

Client will provide payment to Contractor for services rendered at the following schedule. This fee schedule is noted by paragraph (C) Compensation and will be amended as needed by Contractor or Client:

- Bi-monthly Maintenance Training: (2) 8 hour training days at \$300.00 per month.
- For additional individual training both K9 and tactical deployments inside clients jurisdiction the pay rate will be \$75.00 per hour, billable by monthly Statement from Contractor.
- Specific weekly additional training will be based on number of hours to accomplish that training for certification or performance based training situations.

## **Exhibit C:**

### **Hold Harmless Agreement:**

#### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in training and programs provided by or through or facilitated by Full Circle K9 Solutions, Inc ("Contractor"), or its agents or employees including but not limited to police training, K9 training, role playing, simulated search or arrest or other activities undertaken with Contractor ("Activities"), I, for myself, my personal representatives, assigns, agents, beneficiaries, insurers, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of performing Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads, runways, taxiways, ramps, parking areas, trails, sidewalks, within or around buildings and facilities open to the public or closed to the public during the Activities and may be conducted at or within facilities not open to the public. I further acknowledge that the Activities may include realistic training including the deployment of trained or untrained police canines, deployment of other physical force, realistic police training including physical contact, physical restraint, application of handcuffs or other restraints, deployment of chemical, physical or electronic agents or equipment, non-lethal protective equipment and training, and other similar, high-strain physical activities that pose a potential threat of harm to myself or others. While protective equipment may be utilized, I acknowledge that such equipment may fail to provide adequate protection even if properly deployed and utilized. I further acknowledge and agree that hazards of traveling and participating in the Activities are to be expected use of open spaces, paths, roads, fields, trails or other areas, and participation in Activities includes inherent risks of injury from many possible sources including but not limited to injuries from falling, exposure, dehydration, hypo or hyperthermia or other medical conditions, tripping, slipping, crashing, being injured from contact with objects, cars, aircraft, fences, guardrails, holes, cracks, grates or other obstacles, rollover of vehicles, animal bites or scratches, contact with other participants, injury due to exertion or physical activity, injury due to ground or field conditions, negligence of public property owners, lessors or occupiers, injury due to weather conditions, and other risks. I agree and warrant that if, at any time, I believe conditions to be unsafe or I believe myself to be incapable of safely completing the Activities, I will immediately discontinue further participation in the Activities. I agree and warrant that I shall provide all personal protection equipment which is required to safely participate in the Activities.

I further acknowledge that I have received all training required to participate in Activities and to operate any equipment or vehicles involved therein, that I possess the requisite mental and physical ability to perform Activities and to operate equipment or vehicles involved, and that I will cease participation of Activities if I should encounter any dangerous or unsafe conditions or circumstances that exceed my ability, skill or training.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS

AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities. I understand and agree that the Releasees, as identified below, shall not be obligated to supervise, control, manage, support, or otherwise assist myself or any other participants in the Activities, nor shall the Releasees be responsible for the enforcement of any rules, guidelines or other regulations that may be applicable to the Activities. I acknowledge that prior to my participation in the Activities and as an ongoing component of my participation in the Activities, I shall undertake a thorough investigation of the premises to be utilized to identify the existence of any defects or potentially harmful conditions, and I shall conduct myself in a reasonable and responsible fashion. I undertake any and all responsibility for compliance with any laws, ordinances or regulations applicable to my actions or my participation in the Activities, and acknowledge that I am responsible for obtaining permission to enter upon any private property to conduct the Activities, prior to so entering.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "Full Circle K9 Solutions, Inc.", its administrators, directors, agents, attorneys, insurers, employees, servants, officers, members, volunteers, and other participants, any sponsors of the Activities or advertisers or donors associated with the Activities, the employer police agencies of any officers, directors or employees of Full Circle K9 Solutions, Inc., and, if applicable, any and all other owners, occupiers or lessors of premises on which the Activities takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, INJURIES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND/OR ATTEMPTS TO PROVIDE OR ARRANGE FOR THE PROVISION OF EMERGENCY CARE OR FIRST AID; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or asserting any claim or interest by virtue of their relationship to me, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. To the extent that any portion of this Agreement is unenforceable, I agree that such provision shall be severable and the balance shall remain in full force and effect, to the greatest extent of the law.

4. HAVE READ AND SHALL COMPLY WITH THE RULES FOR ACTIVITIES, attached hereto as Appendix 1.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. WITHOUT LIMITING THE GENERAL NATURE OF THIS AGREEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT IS BEING GIVEN SO THAT I MAY PARTICIPATE IN

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THE ACTIVITIES, AND THAT RELEASEES WOULD NOT AGREE TO MY PARTICIPATION IN  
THE ACTIVITIES WITHOUT THIS RELEASE.

**Print Your Name**

**Sign Your Name**

**Date**

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Emergency Contact Information: (Name / Phone Number / Relationship)

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Home Address:

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#### **Appendix 1: Rules for Activities:**

1. All participants must wear appropriate attire. Participants shall be required to wear:  
1) long pants; 2) full coverage shoes (no sandals, flip-flops or open toed footwear) and socks;  
3) a full coverage shirt, short or long-sleeved, that offers at least as much coverage as a standard crew-neck t-shirt. Participant is responsible for providing his/her own clothing, and additional clothing based upon weather conditions. Participant may be required to wear additional protective clothing gear provided by the Contractor, but no guarantee is made as to Participant's safety or the protectiveness of such additional clothing or gear provided. Participant may be required to provide his or her own protective equipment in form and content acceptable to Contractor. Activities may be terminated or not permitted for any person dressed inappropriately. Please inquire if you have questions about attire. If Participant is provided with any gear or protective clothing, or is directed to provide his or her own gear or protective clothing, Participant shall wear the same at all times during the Activities.
2. Participant shall be assigned to be accompanied by one or more Contractor personnel. Participant shall follow all directions provided by the identified Contractor personnel. Contractor personnel shall have the ability to terminate the Activities at any time and for any reason, but shall not be responsible for supervising Participant and shall not be responsible for ensuring Participant's safety.
3. Participant is responsible for his or her own meals and beverages.
4. Participant shall not take any photographs, video recordings, audio recordings, or otherwise document the Activities without the express, written permission of Contractor personnel being recorded.
5. Participant shall not use any cellular telephone or portable electronic device during Activities without the consent of the Contractor personnel accompanying Participant. Participant shall not make or receive phone calls, send or receive text messages or emails, or otherwise send voice or data communications during the Activities.
6. Transportation provided by Client (agency) or Participant.
7. Medical Insurance - Participant provides proof of disclaimer or coverage.
8. If Contractor personnel deem the Participant(s) to be incapable, uncooperative, or otherwise non-compliant, then he/she will be asked to leave training with no further participation until meeting with representative of the Client.
9. Participant shall bring various length leashes and control devices for the K9 participating in the training, along with all other standard issue police / K9 gear customarily available to participant.
10. Participants shall comply with all direction provided by Contractor with regard to the use or handling of firearms. At any point in training where any simulated firearm or training firearm is in use, or at any point where training firearms are being utilized to demonstrate use of force techniques, Participants shall strictly comply with all direction provided. AT NO TIME SHALL PARTICIPANTS DEPLOY OR POINT ANY LOADED FIREARM AT ANY PERSON UNDER ANY CIRCUMSTANCES DURING TRAINING, unless in response to an actual crime in

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progress (and then pursuant to their applicable use of force policies from their home agency). AT NO TIME SHALL A PARTICIPANT HAVE ON THEIR PERSON OR IN THEIR PRESENCE A LOADED FIREARM WHEN SIMULATED FIREARMS ARE BEING DEPLOYED AS A TRAINING TOOL. Participants shall safely secure loaded firearms when simulated firearms are being utilized.