

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

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, July 5, 2017

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

NEW BUSINESS

6. Disclosure and Consent to Potential and/or Actual Conflict of Interest
7. Pass and Approve Ordinance 2017-13, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Between the Village of Stickney and the Town of Cicero for the Village of Stickney Whereas Allowing the Village to use a portion of the Cicero Animal Shelter Waggin Tails Shelter"
8. Approve Resolution 12-2017, "A Resolution Authorizing and Approving an Agreement with Alfred G. Ronan, LTD. For Government Relations and Lobbying Services at the State Level"
9. Approve the Appointment of Anthony Bertuca as Hearing Officer for the Village Liquor Commission Hearings
10. Grant Permission to the Stickney Fire Department to Conduct their Muscular Dystrophy Association "Fill the Boot" on July 7, 14 and 21, 2017 at the Intersection of Harlem Avenue and Pershing Road
11. Report from the Mayor
12. Report from Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comment
16. Adjournment

Posted July 3, 2017

June 20, 2017

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, June 20, 2017, at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Savopoulos moved, duly seconded by Trustee Milenkovic to remove item 7 from the agenda.

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

Trustee Torres moved, duly seconded by Trustee Hrejsa to approve the minutes of the previous regular session on Tuesday, June 6, 2017.

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

Trustee Savopoulos moved, duly seconded by Trustee Milenkovic 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: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and Torres
Nays: None
Absent: Trustee White
Mayor Walik declared the motion carried.**

At this time Mayor Walik asked Fire Department Captain Omari Silvera to step forward to be sworn in to the rank of Assistant Fire Chief effective date of the promotion was June 20, 2017.

Trustee Kapolnek moved, duly seconded by Trustee Torres to pass and approve Ordinance 2017-10, "An Ordinance Amending "W" Zone Parking."

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and Torres

Nays: None

Absent: Trustee White

Mayor Walik declared the motion carried.

After the vote the Mayor explained that we are moving the "W" parking at 41st also the 7100 block to the 7000 block because they are also having problems with the restaurant because they are valeting cars from the restaurant. We are going to try to eliminate that.

Trustee Milenkovic moved, duly seconded by Trustee Hrejsa to pass and approve Ordinance 2017-11, "An Ordinance Amending Public Comment at Village Board Meetings."

Prior to the vote, Trustee Hrejsa asked for an explanation. Village Attorney Jessica Fese informed us that, "The Village used to have a three-minute rule for public comment. It is pretty common in a lot of municipalities in Illinois. We decided to reinstitute that in order to maximize how many people can speak at a board meeting. It will give more people the opportunity to have their concerns heard. That is what this ordinance is about."

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and Torres

Nays: None

Absent: Trustee White

Mayor Walik declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Torres to approve Resolution 11-2017, "A Resolution Authorizing and Approving a Certain Agreement with Reimer Dobrovolny & Karlson LLC for the Village of Stickney.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and Torres

Nays: None

Absent: Trustee White

Mayor Walik declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Kapolnek to approve a waiver to the Stickney-Forest View Lions Club for the Pavilion Fees during their September 24, 2017 4th Annual Lions Run for Hope.

Upon the roll call, the following Trustees voted:

Ayes: Trustee Hrejsa, Kapolnek, Milenkovic, Savopoulos and Torres

Nays: None

Absent: Trustee White

Mayor Walik declared the motion carried.

MAYOR'S REPORT: Mayor Walik congratulated our Assistant Fire Chief Omari Silvera. He will do a fine job. Keep up the good work. He then thanked everyone who came out on Saturday for the alley clean up. It was estimated that 39% of the alleys were finished. Approximately 30 people came out including public works. A lot of residents came out to help. Parks & recreation came out and other volunteers.

CLERK'S REPORT: Clerk McAdams had copies of the 2016 Cook County Tax Rates from David Orr's Office. She invited people to come up and get copies of tax rates that pertain to the recent Equalized Assessed Evaluation.

TRUSTEE REPORTS:

Trustee Hrejsa provided an update on Music in the Park. This coming week there will be a cruise night.

Trustee Kapolnek congratulated the new Stickney Fire Department Assistant Fire Chief Omari Silvera.

Trustee Torres told us that that the new Blight Inspector, Ed Bartunek, is working out very well. So far he has written 44 warnings on what has to be done on the property. A lot people have complied. He has talked to them verbally and has written them up.

Trustee Milenkovic congratulated the new Assistant Fire Chief.

Trustee Savopoulos said he is working on a sign that will go on the Welcome to Stickney sign located at the entrances to the Village. The sign will say, "We Support our First Responders", Police, Fire, Paramedics, and military branches, Army, Marines, Navy and Air Force. It will cost approximately \$175.00 each.

DEPARTMENT REPORTS:

Treasurer Paul Nosek informed us that we have met with all the department heads to go over the budget. Everything is looking very good. In the coming weeks he will meet with the finance committee. We will have a budget to present to the board shortly.

Public Works Supervisor Joe Lopez mentioned that July 4, falls on a Tuesday. The schedule will be one day late. The Supervisor informed us that there will be another alley clean-up day. This time they will pick certain alleys and let the residents know in advance by a flyer. This way they could come out to join the efforts.

Fire Chief Jeff Boyajian announced that the Fourth of July is coming up. He gave various facts concerning the dangers of fireworks.

Police Chief Dan Babich noticed that no one was in attendance from the last meeting with complaints because he went personally to their homes with his Deputy Chief and resolved them. He then addressed the "Big" fireworks... Some of the things that you see in a regular Fourth of July show. Some people get carried away and blow up some cannons. He has seen some people blow their faces off or lose a hand. He asked that

people be careful. If anybody is shooting off the big stuff just call. He believes in taking strong enforcement on it. Being so dry it could start a fire. Everybody wants to have fun and enjoy the holidays. Whatever goes up does come down .

In addition, he asked people to be careful. He had his department meeting with all his officers. He gave them what his goals and objectives are for this department since he took over on May 3. One of them is traffic enforcement. The big thing is going to be the alleyways. It is going to be the stop signs. Especially when it comes around school time. We are going to be out there heavy. He himself will be out there writing as the chief. This is not the way I want to meet you. I can still write them and run with the big dogs instead of just lying on the porch. He will be out there and his guys will be out there doing some serious enforcement. He will be watching over the months to see if there is going to be improvement. There have been many complaints. He said that it is a great department and a great village. He said, "I am honored to work with this board and honored to be a representative of this community."

The clerk reminded the audience that the next board meeting will be July 5, because of the July 4, holiday.

There being no further business, Trustee Savopoulos moved, duly seconded by Trustee Milenkovic that the meeting be adjourned. Upon which the Board adopted the motion at 7:25 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this of 2017

Jeff Walik, Mayor

DISCLOSURE AND CONSENT TO POTENTIAL AND/OR ACTUAL CONFLICT OF INTEREST

The law firm of Del Galdo Law Group, LLC, pursuant to the Illinois Rules of Professional Conduct, and in accordance with Rule 1.7 thereof, makes the following disclosure:

1. Del Galdo Law Group, LLC serves as general counsel to the Town of Cicero (“Cicero”).
2. Del Galdo Law Group, LLC serves as general counsel to the Village of Stickney (“Stickney”).
3. Cicero and Stickney may be referred to together as the “Parties” or individually as a “Party”.
4. The Parties have requested that Del Galdo Law Group, LLC draft a Memorandum of Understanding between the Parties relative to the use of the animal shelter located in Cicero (the “MOU”). The MOU does not involve the assertion of a claim by one Party against the other.
5. Del Galdo Law Group, LLC has disclosed to the Parties that it has represented and currently represents the Parties, and Del Galdo Law Group, LLC advised the Parties that retention of separate/conflict counsel should be considered by the Parties.
6. The Parties have independently negotiated the business terms of the MOU and have agreed to use exactly the same business terms as those in an agreement previously approved by the Cicero Board of Trustees for the use of the animal shelter by another Illinois municipality.
7. In an effort to conserve public funds, the Parties have elected (a) not to retain conflict counsel, as proposed by Del Galdo Law Group, LLC and (b) to limit the scope of Del Galdo Law Group, LLC’s involvement in this transaction to revising the terms of the agreement for the use of the animal shelter which was previously approved by the Cicero Board of Trustees,

provided the Parties provide their INFORMED CONSENT and the dual representation of the Parties relative to the MOU.

8. Del Galdo Law Group, LLC reasonably believes that the proposed representation of the Parties in this transaction will not adversely affect its representation of any of the Parties, and the Del Galdo Law Group, LLC will be able to provide competent and diligent representation to the Parties in the drafting of the MOU.

9. None of the Parties (evidenced by the signatures set forth below) believes that the representation of the Parties with the drafting of the MOU by the Del Galdo Law Group, LLC will adversely affect the representation of the Parties individually or the Parties collectively.

10. If at any time Del Galdo Law Group, LLC reasonably believes that its representation of one of these Parties may adversely affect the representation of the other, it will immediately inform all of the interested parties of the circumstances which give rise to that belief and will either recuse Del Galdo Law Group, LLC from further representation of any Party or take action consistent with the Rules.

11. If at any time any one of the Parties reasonably believes that Del Galdo Law Group, LLC's representation of any of the other Parties may adversely affect one or more Parties, it will immediately inform all of the interested parties of the circumstances which give rise to that belief and retains the right to withdraw its consent to Del Galdo Law Group, LLC's representation at any time during the representation.

12. If at any time any one of the Parties reasonably believes that Del Galdo Law Group, LLC's representation of any of the other Parties may adversely affect the Parties, it will immediately inform all of the interested parties of the circumstances which give rise to that belief

and retains the right to withdraw its consent to Del Galdo Law Group, LLC's representation at any time during the representation.

13. If at the time a dispute arises by and among the Parties, Del Galdo Law Group, LLC will (a) withdraw its representation regarding the MOU; and (b) will not represent the Parties in any adversarial arbitration, litigation, or other proceeding before a tribunal regarding the MOU.

Therefore, it is agreed by the undersigned that the law firm of Del Galdo Law Group, LLC has made full disclosure to the Parties, and, in reliance upon that disclosure, the undersigned person, as the Chief Executive of each Party, hereby provides the INFORMED CONSENT of each Party to Del Galdo Law Group, LLC's representation of the Parties regarding the drafting of the MOU as referenced herein and each waives any objection to this potential or actual conflict of interest.

TOWN OF CICERO

By: _____
Its: _____

VILLAGE OF STICKNEY

By: _____
Its: _____

DEL GALDO LAW GROUP, LLC

By: _____
Its: _____

ORDINANCE NO. 2017-13

**AN ORDINANCE AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
STICKNEY AND THE TOWN OF CICERO FOR THE VILLAGE OF STICKNEY,
COUNTY OF COOK, STATE OF 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 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, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to contract amongst themselves and to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

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

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

WHEREAS, the Village and the Town of Cicero (the "Town") are public agencies under the laws of the State of Illinois; and

WHEREAS, the Town is the owner and/or permitted user of the Cicero Waggin' Tails Shelter (the "Animal Shelter"), which is currently located at the address commonly known as 1800 South Laramie Avenue, Cicero, Illinois 60804; and

WHEREAS, among other things, the Animal Shelter provides a location where animals are kept safe and comfortable; and

WHEREAS, to help lost, sick and homeless animals get the care that they need and to ensure that dangerous animals are not running at large, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby the Town will allow the Village to use a portion of the Animal Shelter and the Town will provide certain services to the Village in connection therewith (the "Services"); and

WHEREAS, the Services will include, among other things, holding and caring for impounded animals, cooperating with the Village so that owners may retrieve their impounded animals and providing animal adoption services; and

WHEREAS, based on the foregoing, the Village and the Town have determined that it is advisable and in the best interests of the Village, the Town and their respective residents to enter into and approve an agreement with terms substantially the same 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 ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

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

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the Village will utilize a portion of the Town's Animal Shelter and the Town will provide the Services to the Village in connection therewith and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

SECTION 3. AUTHORIZATION. That the Village Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village 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 Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

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

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

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

SECTION 7. PUBLICATION. A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Town 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.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2017.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2017.

Audrey McAdams, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2017 (the "Effective Date") by and between the Town of Cicero, an Illinois municipal corporation, (the "Town") and the Village of Stickney, an Illinois municipal corporation, (the "Village") (together, the Town and the Village may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H

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

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

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

WHEREAS, the Village and the Town are both public agencies under the laws of the State of Illinois; and

WHEREAS, the Parties are home rule units of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and as home rule units of local government the Parties may exercise any power and perform any function pertaining to their respective governments and affairs; and

WHEREAS, the Town is the owner and/or permitted user of the Cicero Waggin' Tails Shelter (the "Animal Shelter"), which is currently located at the address commonly known as 1800 South Laramie Avenue, Cicero, Illinois 60804; and

WHEREAS, among other things, the Animal Shelter provides a location where animals are kept safe and comfortable; and

WHEREAS, to help lost, sick and homeless animals get the care that they need and to ensure that dangerous animals are not running at large, the Parties have determined that it is in their best interests to allow the Village to use the Animal Shelter and have the Town provide certain services in connection therewith for the consideration and upon the terms set forth herein; and

WHEREAS, based on the foregoing, the Town and the Village have concluded that it is in the best interests of the Parties and their respective residents to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Agreement.** The Parties agree to the following terms:
 - (a) The Village will be using a portion of the Animal Shelter and the Town will be providing certain services, as set forth herein, to the Village in connection therewith. The Village shall provide its own sign-in sheets and cages to the Animal Shelter, which shall both be labeled "Stickney." The Town will provide the Village with twenty-four (24) hour, seven (7) day a week access to the Animal Shelter and will provide care for all animals that are held at the Animal Shelter.
 - (b) Retrieval of impounded animals.
 - (i) The holding period for impounded animals that have licenses or identification is seven (7) calendar days. The holding period for impounded animals that do not have licenses or identification is four (4) calendar days.
 - (ii) Owners may retrieve their animals from the Animal Shelter from 3:00 p.m. to 8:00 p.m., Mondays through Fridays, and from 10:00 a.m. to 2:00 p.m. on Saturdays and Sundays.
 - (iii) Prior to retrieving an animal, residents of the Village must visit the Stickney Police Department, where the owner will be issued a ticket or tickets and a receipt. Residents of the Village will need to present the ticket(s) and receipt when retrieving his or her animal.
 - (iv) At the time of retrieval, the owner shall pay the Town a Fifty and No/100 U.S. Dollar (\$50.00) impoundment fee and Fifteen and No/100 U.S. Dollars (\$15.00) for each day that the animal was held at the Animal Shelter. Owners will not be allowed to retrieve dogs without collars and leashes or cats without carriers. The

Animal Shelter will provide the Village with copies of release papers.

- (v) If an owner fails to retrieve an animal within the allotted time, the Village shall pay the Town Fifteen and No/100 U.S. Dollars for each day that the animal was held at the Animal Shelter.
 - (vi) After the holding period expires, the Village shall cooperate with the Animal Shelter to determine the best course of action for the animal. The Village may, among other options, transfer an animal that has not been retrieved into the Town's custody for a fee of Twenty and 75/100 U.S. Dollars (\$20.75) for each transfer or transfer an animal that has not been retrieved to the no-kill shelter in Chicago Ridge. If the Village transfers custody of an animal to the Town, the Village expressly gives the Town the right to place said animal up for adoption in accordance with the policies and procedures of the Town and any fee paid to the Town in connection with the adoption shall be paid to and kept by the Town.
 - (c) If an animal is seriously injured and needs to be euthanized, an animal control officer, certified by the National Animal Control Association, will euthanize the animal for Twenty-Five and No/100 U.S. Dollars (\$25.00) or the actual amount paid or incurred by the Town in euthanizing the animal.
 - (d) If an animal is in need of emergency or immediate medical care, the Village agrees to and shall take the animal to a local animal hospital.
 - (e) The Village agrees to have all third party costs incurred in connection with animal services billed directly to the Village. The foregoing costs include, without limitation, veterinarian bills for emergency and routine visits.
3. **Remuneration.** For and in consideration of the Town undertaking the foregoing services, the Village shall pay the Town as follows: Twenty and 75/100 U.S. Dollars (\$20.75) for each time that the Village transfers an animal to the Town's custody after the holding period expires; Fifteen and No/100 U.S. Dollars (\$15.00) for each day and for each animal that the animal was held at the Animal Shelter if said animal was not retrieved by its owner during the holding period; and Twenty-Five and No/100 U.S. Dollars (\$25.00) or the actual amount paid or incurred by the Town in euthanizing the animal for each time the Town is required to euthanize an animal brought to the Animal Shelter by the Village. The Town will bill the Village for the foregoing services on the first of each month and the Village shall remit payment to the Town within forty-five (45) calendar days of the Village's receipt of an invoice.

4. **Term.** The term of this Agreement shall commence upon the Effective Date and shall terminate at 11:59 p.m. on the 31st day of July, 2019, unless earlier terminated as set forth herein. This Agreement shall automatically renew for subsequent two (2) year periods, commencing on January 1, 2018 and every two (2) years thereafter (the “Renewal Periods”), unless either Party gives the other Party at least thirty (30) calendar days written notice of its intent not to renew the same. Notwithstanding the foregoing, this Agreement may be terminated during the Renewal Periods as set forth in this Agreement.
5. **Termination.** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. In the event of the termination of this Agreement, at the expiration of the notice period, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect.
6. **Insurance.** During the term of this Agreement, the Village, at its sole cost and expense, and for the mutual benefit of the Parties, shall carry and maintain the following types of insurance with companies and in forms reasonably satisfactory to the Town:
 - (a) Comprehensive general liability and property liability insurance, including legal liability, insuring against all liability of the Village arising out of or occurring in connection with the services set forth herein or the use of the Animal Shelter, with a minimum combined single limit of One Million and No/100 U.S. Dollars (\$1,000,000.00); and
 - (b) Excess liability for Two Million and No/100 U.S. Dollars (\$2,000,000.00) per occurrence.

The Village shall provide the Town with certificates of insurance identifying the Town as an “Additional Insured.” Said certificates of insurance shall read “ADDITIONAL INSURED: The Town of Cicero, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability and excess liability coverages specified above.” If at any time during this Agreement any insurance policy required by this Agreement changes or is cancelled, the Village shall immediately notify the Town by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the Town as described in this Section shall constitute a material breach of this Agreement. The Village shall deposit with the Town all such policies or certified copies if requested.

7. **Indemnification.** To the fullest extent permitted by law, the Village shall indemnify, protect, defend and hold harmless the Town and its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers,

directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Town, and the Town's interest in any property, from and against any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred in whole or in part in connection with the services set forth herein, the use of the Animal Shelter, the intentional, willful or negligent acts or omissions of the Village or its past and present officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, attorneys, independent contractors, successors or predecessors and any other party in any way related to the Village (collectively, the "Village Parties"), from the violation of any law or the rights of a third party by the Village or the Village Parties or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

8. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Town:

Office of the President
Town of Cicero
4949 West Cermak Road
Cicero, Illinois 60804

If to the Village:

Village President
Stickney Village Hall
6533 Pershing Road
Stickney, Illinois 60402

9. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

10. **Entire Agreement; Modification.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
11. **Waiver; Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
12. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
13. **Construction; Governing Law; Right to Counsel.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. The Parties further acknowledge that they have had an opportunity to review, revise and negotiate over the terms of this Agreement and have it reviewed by legal counsel if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
14. **Non-Waiver of Immunity.** Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
15. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement (including, without limitation, the

failure to make a monetary payment when due), the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.

16. **Counterparts; Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
17. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement without the prior written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
18. **Relationship.** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
19. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
20. **Authority to Execute.** The Board of Trustees of the Town and the Board of Trustees of the Village shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date, by the proper persons, as set forth below.

[SIGNATURE PAGE FOLLOWS]

THE VILLAGE OF STICKNEY, an Illinois municipal corporation THE TOWN OF CICERO, an Illinois municipal corporation

Jeff Walik
Printed Name

Larry Dominick
Printed Name

Signature

Signature

Village President
Title

Town President
Title

Date

Date

ATTEST: _____
Maria Punzo-Arias
Town Clerk

(SEAL)

ATTEST: _____
Audrey McAdams
Village Clerk

(SEAL)

RESOLUTION NO. 12 -2017

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
ALFRED G. RONAN, LTD. 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 President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") believe that the Village should protect its residents by, among other things, supporting state legislation that positively impacts its residents and suggesting revisions to legislation to provide greater benefits to its residents; and

WHEREAS, to ensure that the interests of the Village and its residents are protected at the state level, the Village recognizes the need to have a third party provide government relations and consulting services (the "Services") to the Village; and

WHEREAS, the Services will include, without limitation, government relations and lobbying services at the State level; and

WHEREAS, Alfred G. Ronan, Ltd. ("Ronan") has provided the Corporate Authorities with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, setting forth the terms, covenants and conditions under which Ronan will provide the Services to the Village; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve agreements with substantially the same terms as the terms of the 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 Ronan 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.

PASSED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by this ____ day of _____, 2017.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2017.

Audrey McAdams, Village Clerk

EXHIBIT A

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of this ____ day of June, 2017, by and between Alfred G. Ronan, Ltd., a consulting firm with offices at 328 S. Oak Park Ave., Suite 1, Oak Park, IL 60302 (hereinafter called "*Ronan*"), and the Village of Stickney with its principal offices at 6533 W. Pershing Road, Stickney, IL 60402 (hereinafter called "*Village*").

WITNESSETH:

WHEREAS, THE VILLAGE OF STICKNEY wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, ALFRED G. RONAN, LTD. has represented to the Village of Stickney that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Alfred G. Ronan, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

- (a) This agreement shall be effective as of July 1, 2017, and shall continue in full force and effect through December 31, 2018;
- (b) For and in consideration of Ronan's performance of services in accordance with the terms and conditions of this agreement, the Village shall pay Ronan, a fee of \$3,000 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Ronan determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, Village shall reimburse Ronan for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. Lobbying Services.

The Village hereby retains Ronan, and Ronan, hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its Subsidiaries in the State of Illinois performing lobbying services (hereby called "*Services*"). Such Services shall include, but not be limited to, the following:

Monitoring and keeping the Village apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and

- (i) Providing the Village with information and guidance as to the matters described herein and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
- (ii) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and
- (iii) On instructions from an authorized representative, undertaking such actions as the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) Ronan shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. Confidentiality.

Inasmuch as in the rendering of Services hereunder, Ronan, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the Village, and additional information and data will be made available to or developed by Ronan; Ronan agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or Ronan legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

4. Relationship with Other Clients.

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of Ronan's other clients, Ronan agrees to notify the thereof promptly Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. Ronan agrees that the Village shall have the right to terminate this Agreement without liability upon written notice to Ronan, if, in the Village's sole judgment, upon reasonable basis, Ronan's representation of its other clients conflicts with the best interests of the Village's or its subsidiaries.

5. Independent Contractor.

Alfred G. Ronan, Ltd is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment.**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

7. **Miscellaneous.**

- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Ronan's performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Alfred G. Ronan, Ltd

Village of Stickney

By _____
Alfred G. Ronan
Title: President

By _____
Jeff Walik
Title: Village President

"Fill the Boot"

Audrey McAdams

From: Boyajian, Jeff <jboyajian@villageofstickney.com>
Sent: Wednesday, June 28, 2017 11:59 AM
To: Audrey McAdams
Subject: MDA Fill the Boot
Attachments: 2017 MDA Paperwork.pdf

Flag Status: Flagged

Audrey,

I would like to request the approval of the board to once again participate in the annual MDA "Fill the Boot" that we have been involved with for many years. The dates I am requesting are Friday's-July 7, July 14, and July 21 at the intersection of Harlem Avenue and Pershing Road. I have added the original email and the certificate of insurance from MDA.


Jeffrey Boyajian

Fire Chief

Stickney Fire Department

6433 W 43rd Street Stickney, IL 60402

Office--708-795-6333


jboyajian@villageofstickney.com

***** CONFIDENTIALITY NOTICE *****

This e-mail transmission contains information from the Village of Stickney, which is confidential or privileged. The information is intended to be for the use of the addressed individual or entity. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this e-mail transmission in error, please notify us by replying to this e-mail immediately.