VILLAGE OF STICKNEY REGULAR MEETING BOARD OF TRUSTEES

Tuesday, April 5, 2022

7:00 p.m.

Meeting Agenda

- 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. Recommendation by The Board of Fire and Police Commissioners to hire one (1) Probationary Police Officer for the Village of Stickney, Illinois.
- 7. Swearing in of Firefighter Dominick Iovino and Firefighter Hrvoje Zolo to the rank of Lieutenant for the Village of Stickney, Illinois.
- 8. Pass and Approve an Ordinance No. 2022-07 "An Ordinance Amending Chapter 70, Section 70-34 of the Municipal Code, Village of Stickney, Illinois regarding refuse, recyclables, and yard waste collections from single-family residences."
- 9. Approve Resolution 05-2022 "A Resolution authorizing and approving a certain proposal from Metropolitan Pump Company for certain emergency repairs for the Village of Stickney"
- 10. Approve 06-2022 "A Resolution authorizing and approving a revised Emergency mutual Aid Agreement for the Village of Stickney"
- 11. Approve Resolution 07-2022 "Authorizing and approving a certain proposal from Ferguson Waterworks for the Village of Stickney"
- 12. Trustee Reports/Committee Reports
- 13. Reports from Department Heads
- 14. Public Comments
- 15. Adjournment

Posted April 1, 2022

March 15, 2022

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, March 15, 2022, at 7:03 p.m.

The Mayor announced that the Clerk is still recovering. Deputy Clerk Beth Lukas is covering the duties.

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

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to approve the minutes of the previous regular session on Tuesday, March 1, 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: Trustee White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

Ceremonial Swearing in of Police Service Dog "Ali": Police Chief Sassetti reported that Ali came to us through an agreement with the Village of Forest View. He asked that officer Maday, Ali's handler, talk about the process of training.

Officer Maday explained that they went through a six-week training course in Joliet, where they trained to search for narcotics, tracking apprehensions, looking for and locating perpetrators. They've been on the street now for three weeks and have been on numerous calls that were successful. They are very happy and fortunate to have Ali as part of the family.

Trustee Torres moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2022-06, "An Ordinance Amending Chapter 14, Section 14-195, Section 14-271, Section 14-274, and Section 14-276 of the Municipal Code, the Village of Stickney, Illinois Regarding Abandoned Vehicle Towing and Impounding."

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

Page 2

MAYOR'S REPORT: Happy St. Patrick's Day everyone! The newsletter will be in the mail in the next two weeks. It's going to be an exciting year 2022.

The Mayor gave a commendation to Home School student Nevaeh Reyes, who was the winner in her class and whose story was selected and published online by Kelly Yang who is a well-known author and writer of children's books.

<u>Trustee Kapolnek</u>: St. Pius will be having a pancake breakfast and pictures with the Easter Bunny on Sunday April 3 from 8am – 12:30pm.

<u>Trustee Torres:</u> Thank you to the Mayor and everyone who participated at the Corned Beef luncheon for the Seniors. Thank you to all the volunteers who helped, the corned beef was delicious. The scheduled annual Easter Egg hunt is in April, one for the little kids on Saturday, April 9, and a tween Egg hunt on Friday evening at 7pm at Haley Park. All the information will be in the newsletter. You will need to sign up the kids.

<u>Trustee White:</u> Congratulated the student who won the writing contest. Looking forward to a terrific 2022.

DEPARTMENT REPORTS:

Fire Chief Jeff Boyajian:

This is time of year for severe weather, please pay close attention to warnings and sirens. They are to alert you of the severe weather and to go in the house and take cover.

Police Chief James Sassetti:

Street sweeping will start first week in April, please pay attention to the signs on your block so the streets are cleared for public works.

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 7:23p.m.

Respectfully submitted,

Beth Lukas, Deputy Village Clerk

Approved by me this day of 2022

Jeff Walik, Mayor

Village of Stickney

Warrant Number 21-22-22

EXPENDITURE APPROVAL LIST FOR VILLAGE COUNCIL MEETING ON April 5, 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		160,118.38
02 WATER FUND		229,231.45
03 MOTOR FUEL TAX FUND		4,637.33
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND	-	
	Subtotal:	393,987.16
General Fund Payroll	3/30/2022	141,520.06
Water Fund Payroll	3/30/2022	18,189.93
	Subtotal:	159,709.98
Total to be Approved by Village Council	-	553,697.14

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

Check/Voucher Register - Check Register 01 - General Fund From 3/16/2022 Through 3/31/2022

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505162 ABC Automotive Electronics 3/31/2022 6,338.96 505163 Airgas USA LLC 3/31/2022 524.35 505164 Air One Equipment, Inc. 3/31/2022 400.00		•		
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505164 Air One Equipment, Inc. 3/31/2022 400.00				
		-		
			5,51,2022	100.00

Date: 4/1/22 12:01:21 PM

Check/Voucher Register - Check Register 01 - General Fund From 3/16/2022 Through 3/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
505166	ANDERSON PEST SOLUTIONS	3/31/2022	57.40
505167	Artistic Engraving	3/31/2022	30.00
505168	Bluders Tree Service & Landscaping	3/31/2022	1,200.00
505169	Comcast Business	3/31/2022	4,141.80
505171	DEL GALDO LAW GROUP LLC	3/31/2022	8,359.68
505172	Eckert Enterprises, Inc.	3/31/2022	505.00
505173	Infinity Signs	3/31/2022	4,154.53
5051 7 4	Kane, McKenna and Associates, Inc.	3/31/2022	5,987.50
505175	L.A. Fasteners, Inc.	3/31/2022	2.54
505176	Lembke & Sons True Value	3/31/2022	29.47
505177	Menards - Hodgkins	3/31/2022	244.37
505178	Municipal Emergency Services	3/31/2022	7,471.44
505180	O'Reilly First Call	3/31/2022	805.23
505181	Schultz Supplies	3/31/2022	18.34
505182	Scout Electric Supply Co.	3/31/2022	238.50
505183	Shorewood Home & Auto, Inc.	3/31/2022	1,314.00
505185	Stickney Soccer Association	3/31/2022	1,500.00
	Tatal 01 Constal Fund		160 110 20

Total 01 - General Fund

160,118.38

Check/Voucher Register - Check Register 02 - Water Fund From 3/16/2022 Through 3/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
504559	Westfield Ford, Inc.	3/31/2022	(53.80)
505104	Bell Fuels, Inc.	3/17/2022	1,613.16
505107	City of Chicago	3/17/2022	200,381.32
505113	Ferguson Waterworks	3/17/2022	624.00
505117	Lembke & Sons True Value	3/17/2022	5.49
505123	NICOR GAS	3/17/2022	354.04
505127	Riccio Construction Corporation	3/17/2022	5,601.82
505134	Comcast	3/17/2022	151.35
505140	Atlas Bobcat, LLC	3/24/2022	1,105.45
505142	Bell Fuels, Inc.	3/24/2022	1,044.10
505147	GW & Associates PC	3/24/2022	4,500.00
505156	Riccio Construction Corporation	3/24/2022	12,711.04
505165	ALEXANDER CHEMICAL CORPORATION	3/31/2022	116.00
505180	O'Reilly First Call	3/31/2022	402.60
505184	Standard Equipment Company	3/31/2022	621.00
505186	Westfield Ford, Inc.	3/31/2022	53.88

Total 02 - Water Fund

229,231.45

Check/Voucher Register - Check Register 03 - Motor Fuel Tax Fund From 3/16/2022 Through 3/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
505110	ComEd	3/17/2022	356.11
505170	ComEd	3/31/2022	4,281.22
	Total 03 - Motor Fuel Tax Fund		4,637.33
Report Total			393,987.16

Stickney Police Department



JAMES T. SASSETTI Chief of Police 6533 West Pershing Road Stickney, Illinois 60402 Phone (708) 788-2131 Fax (708) 749-2742



JEFF WALIK Mayor

March 30, 2022

Re: Request to hire one (1) Probationary Patrol Officer

Honorable Mayor Jeff Walik and Village Trustees,

I respectfully request your consent and approval to contact the Board of Police & Fire Commissioners to hire one (1) Probationary Police Officer off of the current Commissioners Final Eligibility List. The Stickney Police Department has secured one (1) spot in the Cook County Sheriff's Police Training Academy class which begins on May 02, 2022. This request is being made to fill the vacancy created by the resignation of Ofc. Cassandra Tijerina. Thank you in advance for your consideration with this request.

Respectfully,

James T. Sassetti Chief of Police



STICKNEY FIRE DEPARTMENT

6433 West 43rd Street Stickney, Illinois 60402 (708) 795-6333 — (708) 749-4400 Fax (708) 795-1381



Jeffrey Boyajian, Fire Chief

Jeffrey Walik, Mayor

March 28, 2022

To: Mayor Walik and the Members of the Village Board

From: Chief Jeffrey Boyajian

RE: Swearing in of Dominick Iovino to the rank of Lieutenant

Honorable Mayor and Village Board Members;

I am asking that you concur with my appointment of Firefighter Dominick Iovino to the rank of Lieutenant effective January 1, 2022

Respectfully Submitted,

Jeffrey Boyajian

Fire Chief



STICKNEY FIRE DEPARTMENT

6433 West 43rd Street Stickney, Illinois 60402 (708) 795-6333 — (708) 749-4400 Fax (708) 795-1381



Jeffrey Boyajian, Fire Chief

Jeffrey Walik, Mayor

March 28, 2022

To: Mayor Walik and the Members of the Village Board

From: Chief Jeffrey Boyajian

RE: Swearing in of Hrvoje Zolo to the rank of Lieutenant

Honorable Mayor and Village Board Members;

I am asking that you concur with my appointment of Firefighter Hrvoje Zolo to the rank of Lieutenant effective January 1, 2022

Respectfully Submitted,

Jeffrey Boyajian

Fire Chief

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING CHAPTER 70, SECTION 70-34 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING REFUSE, RECYCLABLES, AND YARD WASTE COLLECTIONS FROM SINGLE-FAMILY RESIDENCES

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 individuals residing in, working in and visiting the Village; and

WHEREAS, the Municipal Code, Village of Stickney, Illinois (the "Village Code") currently sets forth certain regulations regarding the collection and disposal of refuse, recyclables and yard waste within the Village (the "Existing Regulations"); and

WHEREAS, the Corporate Authorities recognize the need to amend, update, and clarify the Existing Regulations from time to time as a result of changes in the law and certain contractual obligations; and

WHEREAS, on March 16, 2018, the Village entered into an Agreement (the "Agreement") with Waste Management of Illinois, Inc. ("Waste Management") for the provision of refuse, recyclables, and yard waste collection and disposal within the Village (the "Services"); and

WHEREAS, Paragraph X(c) of the Agreement provides that Waste Management shall be entitled to pass through to, and collect from, the Village any additional collection or disposal costs, taxes, or surcharges incurred by Waste Management as a result of any mandated changes in local, state, or federal laws or regulations governing the generation, collection, transportation, processing, sorting, and disposal of solid waste and/or recyclable materials; and

WHEREAS, on June 28, 2019, State of Illinois Governor J.B. Pritzker signed Public Act 101-0032 into law, which, in part, amended Section 2 of the Motor Fuel Tax Law (the "MFT"), 35 ILCS 505/2, to increase the taxes imposed on the price per gallon of certain fuel, gases, propane, and the like, and which calls for an annual increase in the tax which is tied to the Consumer Price Index; and

WHEREAS, the MFT for 2022 has triggered an increase in the collection rates for singlefamily collections, and Waste Management has invoked Paragraph X(c) of the Agreement and has further determined that the collection rates must be increased for each single-family residence, effective June 1, 2022; and **WHEREAS,** the Existing Regulations provide for certain collection rates, which must be amended to reflect the increased collection rates per single-family residence and the contractual rates found in the Agreement; and

WHEREAS, the Corporate Authorities find that in order to continue to provide the Services through Waste Management and to prevent disease, unsanitary conditions, and rat, rodent, and pest infestation, the Existing Regulations must be amended and updated as they relate to collection rates for single-family residential refuse, recyclables, and yard waste collection and disposal; and

WHEREAS, the Corporate Authorities find that this increase shall be effective on June 1, 2022; 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 Chapter 70, Section 70-34 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. INCORPORATION CLAUSE.

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

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 70, Section 70-34 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 70, SECTION 70-34 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS

SECTION 3. AMENDMENT OF CHAPTER 70, SECTION 70-34

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by amending Chapter 70, Section 70-34 by striking out any language to be removed or repealed and underlining new language as follows:

Sec. 70-34. – Collection from single-family residences.

(a) Refuse accumulated from single-family residences of the village shall be collected, conveyed and disposed of by the village or its contractor or agent under the supervision of the supervisor of public works. The supervisor of public works shall have the authority to make regulations concerning the days of collection, type and location of waste containers and such other matters pertaining to the collection, conveyance and disposal as he shall find necessary, and to change and modify the same after notice, provided that such regulations are not contrary to the provisions hereof. Any person aggrieved by a regulation of the supervisor of public works shall have the right of appeal to the president and board of trustees who shall have the authority to confirm, modify, or revoke any such regulation.

(b) The fee for such collection shall be as follows for each housekeeping-unit-single family residence:

(1) As of January 1, 2020, the rate for each single family residence shall be \$16.16 per month;

(2) As of April 1, 2020, the rate for each single family residence shall be \$16.79 per month;

(3) As of April 1, 2021, the rate for each single family-residence shall be \$17.44 per month;

(4) As of April June 1, 2022, the rate for each single family residence shall be \$18.22 \$19.25 per month and every year thereafter, the rates herein established shall be adjusted upward annually as determined necessary by the village treasurer. Every annual adjustment will be administered by the village treasurer. The village treasurer shall inform the village board in writing of said increase taking effect.

(5)—As of April 1, 2023, the rate for each single family residence shall be \$18.82 per month.

(6) As of April 1, 2024, the rate for each single family residence shall be \$19.55 per month;

(7)-As-of April-1, 2025, the rate for each single family residence shall be \$20.31 per month;

(8)-As-of-April-1, 2026, the rate for each single-family residence shall be \$21.10 per month; and

(9) As of April May 1, 2027, the rate for each single-family-residence-shall-be \$21.92-per month;

- (c) All bills rendered shall be paid within 30 days of the date on which the bill is rendered.
- (d) All bills for the refuse service charge shall be rendered by the village collector at the same time as the bills for water service charges are rendered.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective and in full force ten (10) days after its passage, approval and publication in accordance with Illinois law.

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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.

Beth Lukas, Deputy Village Clerk

RESOLUTION NO. 05-2022

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PROPOSAL FROM METROPOLITAN PUMP COMPANY FOR CERTAIN EMERGENCY REPAIRS 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") are committed to the efficient and effective operation of the Village and its services; and

WHEREAS, the computer system that powers the Village's water pumping station requires certain emergency repairs to ensure that it continues to efficiently and effectively operate (the "Services"); and

WHEREAS, the Corporate Authorities have determined that it is advisable and necessary to waive any applicable competitive bidding requirements for the Services; and

WHEREAS, Metropolitan Pump Company ("Metropolitan") has provided the Corporate Authorities with a certain proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants, and conditions under which Metropolitan will perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to authorize and approve a proposal with terms substantially the same as the Proposal; 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 authorize and approve the Proposal whereby Metropolitan will provide the Services to the Village, to waive any bidding requirement applicable to the Services, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Proposal and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Village Board hereby waives any bidding requirement which may be applicable to the Services, authorizes and directs the President or his designee to authorize and approve the Proposal in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute the applicable Proposal, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this 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.

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.

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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.

Beth Lukas, Deputy Village Clerk

EXHIBIT A

RESOLUTION NO. 06 - 2022

A RESOLUTION AUTHORIZING AND APPROVING A REVISED EMERGENCY MUTUAL AID AGREEMENT 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 "Board," and together with the President, the "Corporate Authorities") are committed to protecting the safety and wellbeing of the residents of the Village; and

WHEREAS, the Board previously authorized participation in an Emergency Mutual Aid Agreement, under Section 11-1-2.1 of the Illinois Municipal Code and Section 20 of Article VII of the 1970 Illinois Constitution with the Villages of:

- 1. COUNTRYSIDE, City of
- 2. BROOKFIELD,
- 3. FOREST VIEW,
- 4. HODGKINS,
- 5. INDIANHEAD PARK,
- 6. JUSTICE,
- 7. LAGRANGE,
- 8. LAGRANGE PARK,
- 9. MCCOOK,
- 10. NORTH RIVERSIDE,
- 11. <u>RIVERSIDE</u>,
- 12. STICKNEY,
- 13. WESTERN SPRINGS; and
- 14. WILLOW SPRINGS

WHEREAS, the Board has, from time to time, amended the mutual aid agreement to expand the scope of said agreement to include additional municipalities to aid in case of serious criminal activity which constitutes a community threat; and

WHEREAS, it is the desire of each of the municipalities now participating in said mutual aid agreement to permit the addition of the Village of Justice to the roster of participating municipalities;

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

SECTION 1. PURPOSE. The Corporate Authorities hereby find that it is in the best interest of the Village that the Emergency Mutual Aid Agreement heretofore in effect between the Villages of:

- 1. COUNTRYSIDE, City of
- 2. BROOKFIELD,
- 3. FOREST VIEW,
- 4. HODGKINS,
- 5. INDIANHEAD PARK,
- 6. JUSTICE,
- 7. LAGRANGE,
- 8. LAGRANGE PARK,
- 9. MCCOOK,
- 10. NORTH RIVERSIDE,
- 11. RIVERSIDE,
- 12. STICKNEY,
- 13. WESTERN SPRINGS, and
- 14. WILLOW SPRINGS,

be revised to permit the addition of the Village of Justice to the roster of participating municipalities.

SECTION 2. APPROVAL. The Corporate Authorities hereby approve and accept such a revised Emergency Mutual Aid Agreement, and hereby ratify and confirm all of the terms and conditions now contained in said Emergency Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 3. AUTHORIZATION. The Village President and Clerk, or their designees, are hereby authorized and directed to execute, on behalf of the Village, a revised Emergency Mutual Aid Agreement, as aforesaid, and all acts of the President and/or Clerk taken with reference to signing such a revised agreement are hereby ratified and confirmed.

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.

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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.

Beth Lukas, Deputy Village Clerk

EXHIBIT A

EMERGENCY MUTUAL AID AGREEMENT MAJOR CASE ASSISTANCE TEAM (MCAT)

Pursuant to the authority granted under the Illinois Municipal Code and in particular under Section 11-1-2.1 thereof, (65 ILCS 5/11-1-2.1) Section 10 of Article VII of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and in consideration of the mutual agreements herein made and approved by:

- 1. VILLAGE OF BROOKFIELD, ILLINOIS
- 2. <u>CITY OF COUNTRYSIDE, ILLINOIS</u>
- 3. VILLAGE OF FOREST VIEW, ILLINOIS
- 4. VILLAGE OF HODGKINS, ILLINOIS
- 5. VILLAGE OF INDIANHEAD PARK, ILLINOIS
- 6. VILLAGE OF JUSTICE, ILLINOIS
- 7. VILLAGE OF LAGRANGE, ILLINOIS
- 8. VILLAGE OF LAGRANGE PARK, ILLINOIS
- 9. VILLAGE OF MCCOOK, ILLINOIS
- 10. VILLAGE OF NORTH RIVERSIDE, ILLINOIS
- 11. <u>VILLAGE OF RIVERSIDE, ILLINOIS</u>
- 12. <u>VILLAGE OF STICKNEY, ILLINOIS</u>
- 13. VILLAGE OF WESTERN SPRINGS, ILLINOIS
- 14. VILLAGE OF WILLOW SPRINGS

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

<u>Section 1:</u> As used herein, the following terms shall have the following meanings:

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

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

Section 2: Each of the Participating Municipality agrees to use its best efforts to provide immediate emergency police assistance under the General Plan or to provide assistance

with personnel and resources for serious criminal activities which constitute a community threat to any Initiating Municipality which shall issue an emergency call pursuant to the General Plan, provided, however, that such emergency police assistance shall be provided ONLY upon strict compliance with the provisions of the General Plan and of this agreement, and that no Participating Municipalities shall have no obligation hereunder or under the General Plan to provide any emergency police assistance or their assistance to any municipality which is not a Participating Municipality and the Participating Municipalities shall not be liable for any damages on account of its failure or inability for any reason to provide such emergency police assistance. Those authorized to issue an emergency call for assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality.

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

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

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

Section 6: Each Participating Municipality agrees that it will, at all times maintain insurance coverage and pay all required insurance premiums when due, insuring such Participating Municipality for payment of the obligations covered by the indemnity, defense, hold harmless, reimbursement provisions of Sections 4 and 5 of this agreement and such insurance coverage shall have limits of liability not less than the following:

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

The certificates of insurance and insurance policies for the Participating Municipalities shall specifically list by name the other Participating Municipalities and designate them as "additional insureds" for coverage purposes in order to satisfy the indemnity defense, hold harmless and reimbursement obligations and provisions of Sections 4 and 5 of this Agreement.

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

- A) If such Participating Municipality shall itself issue an emergency call under the General Plan; or
- B) If in the judgment of the Commanding Officer of such Participating Municipality there is a need for such officers or personnel in the Participating Municipality, such officers/personnel may be recalled on reasonable notice to the ranking officer in charge of the Initiating Municipality.

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

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

Section 9: In the event that any Participating Municipality shall fail to maintain the insurance coverage required by Section 6 above, the other Participating Municipalities shall give written notice of such failure to each Participating Municipality, and so long as such failure

continues, other Participating Municipalities shall not be obligated under the General Plan to respond to any emergency call issued by the municipality so failing to maintain the required insurance coverage. In the event of any other violation of the provisions of this Agreement or of the General Plan, the offending Municipality may be excluded from the benefits of the General Plan until the violation is cured by the affirmative action of the corporate authorities of a majority of the Participating Municipalities. If the violation is not cured within a time period acceptable to a majority of the Participating Municipalities, the offending Municipality may be removed from the Agreement by the affirmative action of the corporate authorities of a majority of the Participating Municipalities.

<u>Section 10:</u> This Agreement shall remain in effect until such time as it is formally terminated by the Parties hereto, or there are fewer than two (2) Participating Municipalities remaining; provided any Participating Municipality may at any time withdraw by providing ninety days (90) written notice of its intent to withdraw delivered to each of the remaining Participating Municipalities, and provided that all its debts and obligations then accrued under Sections 4 and 5 hereof have been paid or settled.

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

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

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

Dated: _____

Approved and Accepted:

Village of Stickney, Illinois

By: _____ Mayor

Attest:

Deputy Clerk

EMERGENCY MUTUAL AID AGREEMENT MAJOR CASE ASSISTANCE LAW ENFORCEMENT TEAM (MCAT)

GENERAL DISASTER/CIVIL DISORDER PLAN

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

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

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

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

EMERGENCY MUTUAL AID AGREEMENT (MCAT) APPROVED AND ACCEPTED:

As evidenced by the corporate authorities below and referenced the attached signed document copies (the original of each document being on file with its Municipality) from each Participating Municipality and included as Exhibit "B" of this Agreement.

Dated:

Approved and Accepted:

Village of Stickney, Illinois

By: Mayor

Attest:

Deputy Clerk

EXHIBIT "B"

MCAT UNIT PARTICIPANT ACCEPTANCE

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

PROCEDURE REVIEW, APPROVED, ACCEPTED AND ADOPTED ON THIS THE

DAY OF 2022 by:

Michael Kuruvilla, Chief Brookfield Police Department

Joseph Ford, Chief Countryside Police Department Kraig McDermott, Chief Justice Police Department

Steven Svetich, Chief McCook Police Department

Steve Stelter, Chief Forest View Police Department

Ernest Millsap, Chief Hodgkins Police Department

Mike Kurinek, Acting Chief Indian Head Park Police Department

Robert Wardlaw, Chief La Grange Police Department Christian Ehrenberg, Chief North Riverside Police Department

Matthew Buckley, Chief Riverside Police Department

James Sassetti, Chief Stickney Police Department

Brian Budds, Chief Western Springs Police Department

James Ritz, Chief Willow Springs Police Department Tim Contois, Chief La Grange Park Police Department

This agreement shall remain in effect until such time as it formally terminated by the Parties, or by mutual consent of all participating agencies. Any agency may withdraw from this agreement by notifying all other member agencies, in writing, of its intent to withdrawing must give ninety (90) days notice of such withdrawal, and must satisfy all outstanding obligations incurred prior to such withdrawal.

RESOLUTION NO. 07-2022

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN PROPOSAL FROM FERGUSON WATERWORKS 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") are committed to the efficient and effective operation of the Village and its services; and

WHEREAS, Water Department (the "Department") is responsible for ensuring that the water meters in the Village are efficient and operational; and

WHEREAS, the Director of the Department (the "Director") has determined that the Department requires the immediate purchase of certain water meters, computers, software, and related equipment for the efficient operation of the Department (collectively, the "Equipment"); and

WHEREAS, the Corporate Authorities have determined that it is advisable and necessary to waive any applicable competitive bidding requirements for the Equipment in light of the urgent needs of the Department as set forth in the Director's memorandum, attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, Ferguson Enterprises, LLC d/b/a Ferguson Waterworks ("Ferguson") has provided the Corporate Authorities with a certain proposal (the "Proposal"), a copy of which is attached hereto and incorporated herein as Group Exhibit A, which sets forth the terms, covenants, and conditions under which Ferguson will provide the Equipment; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to authorize and approve a proposal with terms substantially the same as the Proposal; 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 authorize and approve the Proposal whereby Ferguson will provide the Equipment to the Village, to waive any bidding requirement applicable to the purchase of the Equipment, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Proposal and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Village Board hereby waives any bidding requirement which may be applicable to the purchase of the Equipment, authorizes and directs the President or his designee to authorize and approve the Proposal in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute the applicable Proposal, with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this 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.

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.

(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.

Beth Lukas, Deputy Village Clerk

GROUP EXHIBIT A

Mayor and Village board,

March 23, 2022

Myself and Public works Director Joe Lopez, are looking to purchase New water meters and heads, along with the new computer and Software that will be used in the water vehicle and inside the Village Administration office to read the new 350 water meter heads.

This is long overdue and it has become a priority to upgrade our system. This will be phase one of three.

We thank you in advance for your support of this project.

Respectfully, Sam Alonzo

Public works foreman



A	8-3-2021*
	Quotation

	PARE ONIZOZY
C uddlessu	*
Job/Utility:	Stickney IL
	End User: Job/Utility:

Meter / Register:

QTY	UNIT PRICE	AMOUNT
350	\$176.00	\$61,000.00
1 1		
	TOTA	AL \$61,000.00
	T	

SAVINGS: \$15,575.00

Reading Equipment:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Allegro Upgrade inc. 2WMMR, Antenna, 3G tech, case modification	1	\$4,319.00	INCLUDED

TOTAL \$0.00

SAVINGS: \$4,319.00

L

Optional Reading Equipment (This is to get a second WMMR Setup to program in your office):

		TOTAL	\$3,758.00
Allegro Mobile Mag Mount Antenna 450-470 MHz	1	\$169.00	\$169.00
Allegro Mobile Receiver & Charger (2WMMR)	1	\$3,589.00	\$3,589.00
PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT

Startup Fees:

QTY	UNIT PRICE	AMOUNT
1	\$7,525.00	INCLUDED
1	\$5,738.00	INCLUDED
1	\$1,230.00	INCLUDED
350	\$7.00	\$2,450.00
	1 1 1	1 \$7,525.00 1 \$5,738.00 1 \$1,230.00

TOTAL \$2,450.00

SAVINGS: \$14,493.00

GRAND TOTAL	\$67,808.00
TOTAL SAVINGS	\$34,387.00