

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
3320 Lewis Avenue, Steger IL 60475

JULY 16, 2018 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of July 2, 2018.
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. EMA Chief
 - e. Community Center Director
 - f. Housing and Community Development Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS:

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MONDAY JULY 16, 2018 BOARD OF TRUSTEE REGULAR MEETING AGENDA

J. NEW BUSINESS:

ORDINANCE 1200

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING WILLCO FIRE RADIO GROUP FOR THE VILLAGE OF STEGER, ILLINOIS.

RESOLUTION 1124

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO EFFECT THE DISSOLUTION OF THE EASTERN WILL COUNTY COMMUNICATION CENTER (EASTCOM) FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS

Business License Application of Steger Smiles P.C. at 3112 Union Ave. Pending inspections.

K. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 2ND day of July, 2018 in the Municipal Building of the Village of Steger with Mayor Kenneth A. Peterson, Jr. presiding and Deputy Village Clerk Sandra Mehrl, attending.

Deputy Village Clerk Sandra Mehrl called the roll. The following Trustees were present; Perchinski, Sarek, Lopez, Skrezyna, Buxton and Mayor Peterson. Also present were; Village Administrator Mary Jo Seehausen, EMA Chief Tom Johnston, Fire Chief Fillion and Housing Director Alice Peterson.

MINUTES

Trustee Perchinski made a motion to approve the minutes of the June 18, 2018 Board meeting, as all members have copies. Trustee Sarek seconded the motion Voice vote was called: all ayes. Motion carried.

AUDIENCE PARTICIPATION

A resident approached the Board and thanked them for cleaning up the park.

The same resident also asked about when mosquito spraying is beginning, Mayor Peterson explained it would be starting on Thursday July 5th.

Mary from Jennifer Court approached the board about upgrading Critter Parks playground equipment. Mayor Peterson and Trustee Perchinski are looking into improving the parks. Trustee Perchinski is speaking with Kiwanis and the Legions to come up with private funding for the parks.

Henry of Robs Furniture approached the Board to inform Mayor Peterson and the Board of Trustees of the exterior improvements he will be making to his building.

Another concerned resident approached the Board to inquire about Village stickers and people that do not buy them. The Mayor and Trustee Perchinski explained that they are looking into starting the mailing of tickets for residents that have not purchased the Village stickers.

Minutes of July 2, 2018 page 2.

REPORTS

Village Administrator Mary Jo Seehausen had no report.

Director of Public Infrastructure Dave Toepper was absent.

Fire Chief Nowell Fillion. Reported that the Fire Department sent out letters letting residents know they are accepting applications for POC Fire Fighters. Chief Fillion also stated the Fire Department is starting a Cadet program with the Boy Scouts.

Police Chief Ken Boehm was absent.

EMA Chief Tom Johnston reported that EMA assisted at the Grand opening at the new Mobil Station.

Community Center Director Diane Rossi was absent

Housing and Community Development Director Alice Peterson had no report. She stated that she will miss Trustee Sarek.

Village Attorney was not present.

TRUSTEES' REPORTS

Trustee Buxton had no report.

Trustee Skrezyna had no report

Trustee Lopez Thanked Mike Sarek for his Dedication and years services. Trustee Lopez reminded everyone garbage service will be picked one day later due to the holiday.

Trustee Sarek announced that it was his last meeting on the Board. He thanked the Mayor for first appointing him, he thanked the residents for electing him. He also thanked the Board and his family and friends. The audience applauded.

Trustee Perchinski Thanked Mike Sarek for his years of service on the board and on the School district and the community.

Trustee Joyce was absent.

VILLAGE CLERK was not in attendance.

Minutes of July 2, 2018 page 3.

PRESIDENT PETERSON Thanked Mike Sarek also for his years of service, hard work and dedication not only to the Village but also for his many years with the School District Board and community. Mayor Peterson stated he was happy that he appointed Trustee Sarek to the Village Board and he will be greatly missed and wished him well.

Mayor Peterson reported on Mobil gas station Grand Opening, it went very well. Mobil pumped 9,000 gallons of gas at \$1.99. They also gave away 7,200 ice-cream cones in two days.

BILLS

Trustee Skrezyna made a motion to approve the bills as listed. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE – none

NEW BUSINESS:

Trustee Lopez made a motion to approve Mayor Petersons Consideration of Mayoral Appointment, of Mark Kozy as Trustee to Fill Existing Vacancy Appointment. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Mark Kozy was sworn in as Trustee by Deputy Clerk Sandra Mehrl. The audience applauded. Trustee Kozy assumed the chair as Trustee.

Trustee Perchinski made a motion to approve the Consideration of Mayoral Appointment of Trustee Skrezyna as Head of the Ad Hoc Water Committee. Trustee Buxton seconded the motion. The following Trustees voted aye; Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to accept Bloom Township Supervisor T.J. Somer requesting for a donation for the annual Senior Picnic August 2nd at Veterans Memorial Park in Glenwood and invited Mayor Peterson to attend. Trustee Lopez Seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made the Motion to Authorize and Direct the Village Administrator to Seek Certain Land Use Adjustments and Relief from the Joint Planning and Zoning Board of the Village of Steger, Illinois. Trustee Lopez seconded the motion. Voice vote. All Trustee voted; Aye. Motion carried.

Minutes of July 2, 2018 page 4.

Trustee Perchinski made the motion to deny the Temporary Business License Application of 3 Sisters Café at 3334 Chicago Road. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted Aye: Perchinski, Kozy, Lopez. Trustees Skrezyna and Buxton voted no. Motion carried.

Trustee Perchinski made the motion to approve Temporary Business License Application of Up In Smoke Steger Two Inc. at 3412 Chicago Road, pending inspections. Roll was called the following Trustees voted Aye: Perchinski, Kozy, Lopez. The following Trustees Skrezyna and Buxton voted no. Motion carried.

ADJOURNMENT

Trustee Perchinski made a motion to adjourn. Trustee Lopez seconded the motion. Voice vote was called; all aye. Motion carried.

MEETING ADJOURNED AT 7:40pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

A / P W A R R A N T L I S T

REGISTER # 858

DATE: 07/12/18

Thursday July 12, 2018

PAGE 1

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COOK COUNTY TREASURER 2018-2		01-00-31400		MAINT.-TRAFFIC &	684.00
EXCEL ELECTRIC INC 122135		01-00-31400		STREET LIGHTS	4409.74
HERITAGE F/S, INC. 74523		01-00-33300		GASOLINE & OIL	94.46
ELMER & SON LOCKSMITHS INC 360382		01-00-33500		OFFICE SUPPLIES	15.00
ABSOLUTE BEST CLEANING SERVICES, INC. 12971		01-00-33502		CLEANING SERVICE	657.14
FEDEX OFFICE 6-227-07356		01-00-33600		POSTAGE	40.45
NEOFUNDS BY NEOPOST 56332681 070318		01-00-33600		POSTAGE	1053.79
COMCAST 070118		01-00-33700		TELEPHONE	66.86
COMCAST 070118		01-00-33701		INTERNET	134.90
PROVEN BUSINESS SYSTEMS 499243		01-00-33901		RENTAL-EQUIPMENT	10.00
GIANOPOLUS, DENNIS G. P.C. 17676		01-00-34100		LEGAL SERVICES	4639.50
ALFRED G. RONAN, LTD APRIL 2018		01-00-34500		CONSULTING SERVIC	4000.00
ALFRED G. RONAN, LTD JULY 2018		01-00-34500		CONSULTING SERVIC	4000.00
EIGHNER'S FLOWERS-GIFTS 00289611		01-00-38900		ARRANGEMENT	139.95
PETTY CASH 062918		01-00-38908		DRIVING THE DIXIE	50.00
PROSHRED SECURITY 100108687		01-00-38917		REFUSE/SHREDDING	45.00
PROSHRED SECURITY 100111580		01-00-38917			45.00
PROSHRED SECURITY 100111659		01-00-38917			45.00
COOK COUNTY TREASURER 3242LOVEROC2018		01-00-39800		2017 SECOND INSTA	320.00
TOTAL FOR FUND 01		DEPT. 00			20450.79
GEMINI PLUMBING COMPANY INC 21707A		01-01-30265		SALARY-PLUMBING I	360.00
TOTAL FOR FUND 01		DEPT. 01			360.00
DRISCOLL, BRIAN 2018-06		01-06-34550		HEARING OFFICER	200.00
MUNICIPAL SYSTEMS, INC 15567		01-06-34901		C-TICKET EXPENSES	331.25
TOTAL FOR FUND 01		DEPT. 06			531.25

DATE: 07/12/18

Thursday July 12, 2018

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
DRISCOLL, BRIAN	2018-06	01-07-34550		HEARING OFFICER	500.00
MUNICIPAL SYSTEMS, INC	15566	01-07-34902		ADMIN BLDG CODE &	337.50
TOTAL FOR FUND 01		DEPT. 07			837.50
EQUIPMENT MANAGEMENT COMPANY	53676	01-20-31800		MAINT-TOOLS/WORK	1053.82
TOM'S TRUCK REPAIR SOUTH INC	SL8878	01-20-31805		VEHICLE MAINT	117.50
HERITAGE F/S, INC.	74486	01-20-33300		GASOLINE & OIL	249.28
HERITAGE F/S, INC.	74523	01-20-33300		GASOLINE & OIL	110.02
MENARDS - MATTESON	79715	01-20-33501		SHOP SUPPLIES	167.49
AIRGAS USA LLC	9077467026	01-20-33702		AMBULANCE SUPPLIE	305.20
AIRGAS USA LLC	9954233770	01-20-33702		AMBULANCE SUPPLIE	77.56
COUNTY OF WILL	AUGUST 2018-001	01-20-34252		DISPATCH	3704.92
THE EAGLE UNIFORM COMPANY INC	266644	01-20-37302		NEW UNIFORMS	409.50
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1242102	01-20-37800		EQUIPMENT	35.00
TRAINING CONCEPTS, INC.	35651	01-20-38901		DUES	60.00
TOTAL FOR FUND 01		DEPT. 20			6290.29
JAMES HERR & SONS	106308	01-40-31805		MAINT-VEHICLES	40.76
JAMES HERR & SONS	106321	01-40-31805		MAINT-VEHICLES	339.62
O'REILLY AUTO PARTS	3414-46976	01-40-31805		VEHICLE MAINT	25.75
SCOTT'S-U-SAVE	430338	01-40-31805		VEHICLE MAINT	26.00
NICOR GAS	51000 5 0706	01-40-33200		HEAT	116.46
HERITAGE F/S, INC.	74486	01-40-33300		GASOLINE & OIL	963.39
HERITAGE F/S, INC.	74523	01-40-33300		GASOLINE & OIL	1569.97
WALTON OFFICE SUPPLY	305053-0	01-40-33500		OFFICE SUPPLIES	42.48
WALTON OFFICE SUPPLY	305065-0	01-40-33500		OFFICE SUPPLIES	132.71
ABSOLUTE BEST CLEANING SERVICES, INC.	12971	01-40-33502		CLEANING SERVICE	657.14
COMCAST	070318	01-40-33700		TELEPHONE	141.45

DATE: 07/12/18

Thursday July 12, 2018

PAGE 3

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMCAST	070318	01-40-33701		INTERNET	134.90
COUNTY OF WILL	AUGUST 2018-001	01-40-34252		DISPATCH	16902.41
THE BLUE LINE	36109	01-40-35600		NOTICES	298.00
THE EAGLE UNIFORM COMPANY INC	266662	01-40-37302		NEW-UNIFORMS	194.50
THE EAGLE UNIFORM COMPANY INC	266735	01-40-37302		NEW-UNIFORMS	161.00
THE EAGLE UNIFORM COMPANY INC	266803	01-40-37302		NEW-UNIFORMS	608.00
JCM UNIFORMS	745184	01-40-37302		UNIFORM, FAJMAN	32.99
POLICEONE.COM	32052 REV.1	01-40-38700		POLICE TRAINING	325.00
LEXISNEXIS RISK SOLUTIONS	1213944-201806	01-40-38901		MONTHLY DUES	35.00
LEXIPOL LLC	25199	01-40-38901		DUES & SUBSRIPTIO	5344.00
TOTAL FOR FUND 01		DEPT. 40			28091.53
CHICAGO TRIBUNE COMPANY	003612791	01-42-35600		NOTICES	45.26
TOTAL FOR FUND 01		DEPT. 42			45.26
TOTAL FOR FUND 01				56606.62	
REFRIGERATION SYSTEMS OF ILLINOIS	150165	03-30-31700		MAINT-MOTORIZED E	196.00
COMED	19001 070618	03-30-33100		ELECTRICITY	45.12
SAM'S CLUB/SYNCHRONY BANK	009598	03-30-33500		OFFICE SUPPLIES	102.24
ABSOLUTE BEST CLEANING SERVICES, INC.	12971	03-30-33502		CLEANING SERVICE	985.72
OYENIK, BRIGITTE	JUNE 2018	03-30-33504.01		INSTRUCTOR-AEROBI	80.00
PEDERSOLI, JODI	JUNE 2018	03-30-33504.01		INSTRUCTOR-AEROBI	220.00
SMITHEREEN COMPANY	1786730	03-30-33703		MAINTENANCE CONTR	61.00
SUBURBAN LANDSCAPING	108293	03-30-33703		MAINTENANCE CONTR	365.00
PROTECTION ONE ALARM MONITORING, INC.	32429557 062718	03-30-33704		SECURITY SYSTEM	47.48
TOTAL FOR FUND 03		DEPT. 30			2102.56

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	29006 070318	03-31-33100		ELECTRICITY	171.86
COMED	66000 070318	03-31-33100		ELETRICITY	441.74
COMED	82008 070218	03-31-33100		ELECTRICITY	116.22
NICOR GAS	51000 4 061218	03-31-33200		HEATING	140.91
STANLEY CONVERGENT SECURITY SOLUTIONS	15693957	03-31-33704		SECURITY	155.97
TOTAL FOR FUND 03			DEPT. 31		1026.70
TOTAL FOR FUND 03				3129.26	
THORN CREEK BASIN SANITARY DISTRICT					
JUNE 2018		06-00-15800		A/P-THORN CREEK S	43691.48
GALLAGHER MATERIALS CORP	6217	06-00-31204		MAINT-PATCHING (R	682.19
M&J UNDERGROUND, INC	M18-0238	06-00-31504.01		MAINT-MAINS OUTSI	4134.00
GASVODA & ASSOCIATES INC.	INV1801191	06-00-31508		MAINT-CHLORINATOR	721.60
COMED	80004 070318	06-00-33100		ELECTRICITY	32.15
NICOR GAS	1000 2 070418	06-00-33200		HEAT	24.87
HERITAGE F/S, INC.	74486	06-00-33300		GASOLINE & OIL	189.25
HERITAGE F/S, INC.	74523	06-00-33300		GASOLINE & OIL	240.67
COMCAST	070118	06-00-33700		TELEPHONE	67.67
COMCAST	070118	06-00-33701		INTERNET	102.55
SUBURBAN LABORATORIES INC	156648	06-00-34800		WATER TESTING FEE	190.00
ILLINOIS EPA DIVISION OF WATER POLLUTIO	FY-2019	06-00-38901		DUES & SUBSCRIPTI	1000.00
TOTAL FOR FUND 06			DEPT. 00		51076.43
TOTAL FOR FUND 06				51076.43	
BELLAMY, FREDERICK					
PA1600		07-00-22050		VEHICLE STICKERS	10.00
SHOREWOOD HOME & AUTO, INC.	02-77986	07-00-31800		TOOL MAINT	65.22
SHOREWOOD HOME & AUTO, INC.	02-78910	07-00-31800		TOOL MAINT	151.74
T.R.L. TIRE SERVICE CORP	272736	07-00-31805		MAINT-VEHICLES	86.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
T.R.L. TIRE SERVICE CORP 272746		07-00-31805		MAINT-VEHICLES	33.11
T.R.L. TIRE SERVICE CORP 272757		07-00-31805		MAINT-VEHICLES	32.90
HERITAGE F/S, INC. 74486		07-00-33300		GASOLINE & OIL	189.25
HERITAGE F/S, INC. 74523		07-00-33300		GASOLINE & OIL	240.67
FASTENAL COMPANY ILSTE147785		07-00-33501		SHOP SUPPLIES	8.10
FASTENAL COMPANY ILSTE147850		07-00-33501		SHOP SUPPLIES	14.90
SOUTH HOLLAND PAPER CO. 402076		07-00-33501		SHOP SUPPLIES	223.83
TOTAL FOR FUND 07		DEPT. 00			1055.72
TOTAL FOR FUND 07				1055.72	
COMED	24002 070318	08-00-33102		ELECTRICITY	102.45
COMED	80004 070218	08-00-33102		ELECTRICITY-TRAFF	1.40
COMED	81001 070218	08-00-33102		ELECTRICITY-TRAFF	.10
TOTAL FOR FUND 08		DEPT. 00			103.95
TOTAL FOR FUND 08				103.95	
VISION SERVICE PLAN (IL) 805374427		15-00-36901		HEALTH INSURANCE	640.56
TOTAL FOR FUND 15		DEPT. 00			640.56
TOTAL FOR FUND 15				640.56	
O'REILLY AUTO PARTS 3414-454647		16-00-31805		VEHICLE MAINT	47.48
O'REILLY AUTO PARTS 3414-467959		16-00-31805		VEHICLE MAINT	26.63
HERITAGE F/S, INC. 74486		16-00-33300		GASOLINE & OIL	15.05
HERITAGE F/S, INC. 74523		16-00-33300		GASOLINE & OIL	69.41
MENARDS - MATTESON 79862		16-00-33501		SHOP SUPPLIES	18.98
TOTAL FOR FUND 16		DEPT. 00			177.55

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
				DESCRIPTION		

TOTAL FOR FUND 16 177.55

BKD CPA'S & ADVISORS
BK00913833 17-00-34400 AUDITING & ACCOUN 4700.00

TOTAL FOR FUND 17 DEPT. 00 4700.00

TOTAL FOR FUND 17 4700.00

STAPLES ADVANTAGE
338159330 25-10-30000 PROJECT VILLAGE H 64626.98

TOTAL FOR FUND 25 DEPT. 10 64626.98

TOTAL FOR FUND 25 64626.98

** TOTAL CHECKS TO BE ISSUED 182117.07

01 CORPORATE 56606.62

03 PLAYGROUND/RECREATION 3129.26

06 WATER/SEWER FUND 51076.43

07 ROAD & BRIDGE 1055.72

08 MOTOR FUEL TAX 103.95

15 LIABILITY INSURANCE FUND 640.56

16 H.S.E.M. 177.55

17 AUDITING 4700.00

25 CAPITAL PROJECTS 64626.98

TOTAL FOR REGULAR CHECKS: 182,117.07

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A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	
DEL GALDO LAW GROUP LLC 020908	758 01-00-34100	06/29/18	7460 LEGAL SERVICES	4681.25
DEL GALDO LAW GROUP LLC 021018	758 01-00-34100	06/29/18	7458 LEGAL SERVICES	6912.50
TOTAL FOR FUND 01	DEPT. 00			11593.75
TOTAL FOR FUND 01			11593.75	
** TOTAL MANUAL CHECKS LISTED			11593.75	
** TOTAL OF ALL LISTED CHECKS			193710.82	

ORDINANCE NO. 1200

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
 AND WILL

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING WILLCO FIRE RADIO GROUP FOR THE VILLAGE OF STEGER, ILLINOIS.

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "Village President"), and the Board of Trustees (the "Village Board" and together with the Village President, the "Corporate Authorities"), are committed to ensuring the effective administration of government; and

WHEREAS, various agencies, including the Village (the "Participating Agencies") have determined that a centralized public safety fire communications system is in the best interest to serve the needs of their respective jurisdictions; and

WHEREAS, the Participating Agencies have determined that a centralized public safety fire communications system will adequately serve and meet the needs of the residents of their respective jurisdictions and is of mutual value and benefit all Participating Agencies; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act")

authorize public agencies, which include units of local government, to jointly exercise powers, privileges, functions or authority with other public agencies and to contract or otherwise associate among themselves, except where specifically and expressly prohibited by law; and

WHEREAS, the Participating Agencies desire to jointly establish, control, own, maintain and operate a centralized public safety fire communications system and the associated Federal Communications Commission (“FCC”) licenses, and are committed to sharing responsibilities to assist in oversight, maintenance and operation of the overall system as will be required to ensure its proper and continuous function to the benefit of all Participating Agencies; and

WHEREAS, the Participating Agencies desire to enter into an intergovernmental agreement which establishes the WILLCO FIRE RADIO GROUP (“WILLCO FIRE RADIO”) and sets forth the terms and conditions under which this centralized public safety fire communications system will operate (the “Agreement”), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the health, safety and welfare of the residents of the Village to approve and enter into an intergovernmental agreement with terms similar to Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do

hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2.0: Purpose.

The purpose of this Ordinance is to authorize the Village to enter into and approve the Agreement establishing and governing WILLCO FIRE RADIO.

**ARTICLE II.
AUTHORIZATION**

SECTION 3.0: Authorization.

The Village Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement which establishes and governs WILLCO FIRE RADIO, and to ratify any and all previous action taken to effectuate the intent of this Resolution. 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 also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

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 Agreement 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 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for 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 5.0: 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 6.0: 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 7.0: 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 8.0: Effective Date.

This Ordinance shall be effective ten (10) days after its passage and approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED this ___ day of _____ 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ___ day of _____ 2018.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:

INTERGOVERNMENTAL PUBLIC SAFETY AGREEMENT

Willco Fire Radio Group

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the Village of University Park, an Illinois municipal corporation, the Village of Crete, an Illinois municipal corporation, the Village of Steger, an Illinois municipal corporation, the Village of South Chicago Heights, an Illinois municipal corporation, the Beecher Fire Protection District, an Illinois Fire Protection District, the Monee Fire Protection District, an Illinois Fire Protection District, the Crete Township Fire Protection District, an Illinois Fire Protection District, the Peotone Fire Protection District, an Illinois Fire Protection District, the Steger Estates Fire Protection District, an Illinois Fire Protection District (hereinafter each is sometimes referred to individually as an 'Agency' and they are collectively referred to as the 'AGENCIES').

WITNESSETH:

WHEREAS, the AGENCIES have determined that a centralized public safety fire communications system is in the best interest to serve the needs of their respective jurisdictions; and

WHEREAS, it has been determined by the AGENCIES that public safety fire communication is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety fire communications system can adequately serve the needs of all of such AGENCIES; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section Article 5, Section 220/1 of the Illinois Compiled Statutes, authorizes the joint exercise by two or more governments of any power common to them; and

WHEREAS, it is the desire of the AGENCIES to jointly establish, control, own maintain and operate a centralized public safety fire communications system and the associated FCC licenses, and are committed to sharing responsibilities to assist in oversight, maintenance, and operation of the overall system as will be required to ensure its proper and continuous function to the benefit of all user Agencies.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution and the statutes of the State of Illinois the undersigned do hereby form a co-operative venture for the joint and mutual operation of a centralized public safety fire communications system, to be known as the WILLCO FIRE RADIO GROUP (hereinafter sometimes referred to as WILLCO FIRE RADIO) which shall consist of all of the Parties hereto and also those local governments which may hereinafter become signatory hereto (hereinafter sometimes collectively referred to as the 'AGENCIES').

2. By-Laws. WILLCO FIRE RADIO shall be subject to and shall be governed by the By-Laws

attached hereto as Exhibit 'A' and by this reference made a part of this agreement, (hereinafter sometimes referred to as ('ByLaws')) together with any amendments which may be made to said By-Laws in the manner and means therein set forth.

3. Participation. Each AGENCY is a member of WILLCO FIRE RADIO and is entitled to the rights and privileges and is subject to the responsibilities and obligations of such membership, all as provided and defined herein and in the By-Laws.

4. Powers. WILLCO FIRE RADIO shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to accept contributions, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, to sue or be sued to enforce its contracts, liabilities and duties owed it, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any AGENCY except as authorized by the By-Laws. WILLCO FIRE RADIO shall not have the power of eminent domain or the power to levy taxes.

5. Limitations of Liabilities to Agencies. The liabilities, contracts, obligations, debts and property of WILLCO FIRE RADIO shall not be considered in any way, shape or form a liability, contract, obligation, debt or property of the individual agencies which together form WILLCO FIRE RADIO.

6. Equipment Dedication. If any Agency dedicates property to WILLCO FIRE RADIO and the Board of Directors determines to accept said dedication, then the dedicating Agency may receive a credit against its charges in such amount and upon such terms as determined by the Board of Directors.

7. Property Lease. Upon the effective date of this Agreement by all the parties hereto, the Lease between the Village of Crete and WILLCO FIRE RADIO attached hereto, as Exhibit 'B' shall be executed by and on behalf of WILLCO FIRE RADIO and the Village of Crete. Such lease shall be review at regular intervals as specified in the lease document.

8. Budget. WILLCO FIRE RADIO shall be subject to the terms of a Budget that will be established on a yearly basis with the fiscal year determined to be from May 1st of every year and ending April 30th of the following year. The Budget shall clearly indicate the expected expensed for the fiscal year, the projected revenue necessary to cover the expenses and the projected yearly cost to be assigned to each participating member Agency. The Budget may be amended by action of the member Agencies in a manner prescribed in the By-laws of the Organization.

9. Professional Fees. The professional fees, including reasonable attorney fees, accounting or bookkeeping fees, and audit fees shall be considered an expense of WILLCO FIRE RADIO pursuant to the By-Laws.

10. Agency Equipment. Each Agency will be responsible for the costs of the acquisition, installation, and maintenance of the equipment which is unique to that Agency and not a benefit to WILLCO FIRE RADIO as a whole. Examples of such unique equipment include, but are not limited to, apparatus, portable, fire station base radios and pagers. Any dispute, which arises as to whether a cost or expense of any such equipment or service should be borne by the Agency or by WILLCO FIRE RADIO, shall be resolved by the Board of Directors in consultation with the Operating Committee.

All property, real or personal, acquired by WILLCO FIRE RADIO shall be owned in the name of WILLCO

FIRE RADIO who shall own and hold such property for the benefit of and subject to the equitable interests of the Agencies.

11. Amendment. This agreement may not be amended, except by written agreement and duly Authorized ordinances adopted by each of the Parties hereto, however, the By-Laws may be amended from time to time by the method and means provided therein.

12. Duration. This Agreement and WILLCO FIRE RADIO shall continue in effect for a minimum of five (5) years or until terminated in the manner provided in the By-Laws. Upon termination, the assets of WILLCO FIRE RADIO shall be disposed of in the manner set forth in the By-Laws.

13. Ordinance Authorizing. Prior to execution of this Agreement, each AGENCY shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of the Agreement.

14. 'WHEREAS', the Corporate Authorities for each Agency has passed an ordinance authorizing the execution of this governmental agreement, specifically:

Village of University Park Ordinance No. _____

Passed _____

Village of Crete Ordinance No. _____

Passed _____

Village of Steger Ordinance No. _____

Passed _____

Village of South Chicago Heights Ordinance No. _____

Passed _____

Beecher Fire Protection District Ordinance No. _____

Passed _____

Monee Fire Protection District Ordinance No. _____

Passed _____

Crete Township Fire Protection District Ordinance No. _____

Passed _____

Peotone Fire Protection District Ordinance No. _____

Passed _____

Steger Estates Fire Protection District Ordinance No. _____

Passed _____

13. Effective Date. This Agreement shall become effective on the _____ day of _____, 2018.

IN WITNESS WHEREOF, the undersigned AGENCIES have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Attest:

Date: _____

Village Of University Park

Village Of Crete

Village of Steger

Village of South Chicago Heights

Beecher Fire Protection District

Monee Fire Protection District

Crete Township Fire Protection District

Peotone Fire Protection District

Steger Estates Fire Protection District

EXHIBIT 'A'

BY-LAWS OF THE WILLCO FIRE RADIO GROUP

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Article I - Purpose: The WILLCO FIRE RADIO GROUP (hereinafter sometimes referred to as WILLCO FIRE RADIO OR WILLCO FIRE), is an Intergovernmental association, established by participating local governmental entities (hereinafter sometimes referred to individually as “Agency” or collectively as “Agencies” or “Members”) in accordance with a certain 'Intergovernmental Public Safety Agreement,' a copy of which is attached hereto (hereinafter sometimes referred to as the 'Agreement'), and pursuant to legal authority conferred by the State of Illinois, for the purpose of owning, operating, maintaining and providing radio equipment used for fire dispatch services, and other items necessary and appropriate for the establishment, operation, and ongoing maintenance of a combined public safety fire radio system for the mutual benefit of the members of WILLCO FIRE RADIO. Additionally, to provide radio system access on a contractual basis to other units of local government or groups having a need, and to provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding public safety telecommunications and its related data processing systems, and such other related technical projects of a similar nature which may be beneficial to the member agencies and users.

Article II - Powers and Duties: WILLCO FIRE RADIO shall have all of the powers identified in the Agreement and such other powers as may be necessary and incidental to carrying out the terms and effectuate the purposes of the Agreement and the By-Laws. WILLCO FIRE RADIO shall provide public safety fire radio equipment system and services to the Agencies and such other agencies or entities which might from time to time contract with WILLCO FIRE RADIO for such services.

Article III - Members:

- A. All cities, villages, fire protection districts, and other units of local government, as well as other providers of public safety services, which are enabled by Illinois law to contract or otherwise associate with other local governmental entities for the purposes set forth in the Agreement and By-laws may participate in WILLCO FIRE RADIO as provided herein.
- B. It is the intention of these By-laws that WILLCO FIRE RADIO membership, and/or access to the equipment owned by WILLCO FIRE RADIO, shall be limited to those organizations which have a public responsibility for the provision of life-safety and property protection services and other public safety services as may be recognized from time to time by the then members.
- C. Membership shall be contingent upon a member's (i) execution of the Intergovernmental Agreement; (ii) delivery to WILLCO FIRE RADIO of a duly certified ordinance in proper form authorizing and directing such member's execution of the Agreement and its agreement to be bound by these By-Laws, as amended from time to time, and written

acceptance by any new member of its allocable portion of all existing and future debts and liabilities of WILLCO FIRE RADIO; (iii) payment to WILLCO FIRE RADIO of all required fees and charges then due and owing as determined pursuant to these bylaws; and (iv) continuing payment by the member of such fees as may be determined by the Operations Board. New members shall be admitted only upon a two-thirds vote of the then members of the Operations Board.

- D. Participation of members in the affairs of WILLCO FIRE RADIO shall be through their respective representatives who they designate to serve on its Operations Board.

Article IV - Operations Board:

- A. There is hereby established a Operations Board of WILLCO FIRE RADIO (hereinafter sometimes referred to as the 'Board') which shall consist of the Fire Chief or his duly designated representative from each of the member agencies as well as an alternate representative. Designation of the alternate representatives shall be made in writing by the head of the member agency.
1. At its annual meeting in January, the Board shall elect one of its members to serve as the Chairman, Vice-Chairman, and Secretary/Treasurer until the following annual meeting.
 2. The Board shall determine the general policies of WILLCO FIRE RADIO and shall have the duty and authority to hire auditors, accountants, and attorneys, to approve amendments to these BY-LAWS, to accept new members, to determine the annual budget, and such other powers as provided herein necessary to own, operate, and maintain the fire radio system.
- B. Each Agency, as listed in Article 6, Section B, shall be entitled to one seat on the Board and shall have one vote thereon.
1. A Board member or his designated alternate must be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chairman of the Board shall cast a second and deciding vote.
 2. If any Board member ceases to be the designated representative of the agency appointing him, such seat on the Board shall be filled by that agency's designated alternate until a successor is duly appointed.
- C. The Board may establish rules governing its own conduct and procedure.
- D. A quorum for the transaction of all business by the Board shall consist of a majority of the Board members then holding office.
- E. No one serving on the Board shall receive any salary or compensation from WILLCO FIRE RADIO for acting as a Board member unless so ordered by action of the Board.

- F. The Chairman shall preside over all meetings of the Board and shall have such powers as are conferred upon him by the Board and these By-Laws.
- G. In the absence of the Chairman or in the event of his refusal or inability to act, the Vice-Chairman shall perform the duties of the Chairman and when so acting shall have all the powers of and be subject to all the restrictions placed upon the Chairman.
- H. The Secretary/Treasurer shall:
 - 1. Take and keep the minutes of the Board meetings;
 - 2. See that all notices are duly given in accordance with the provision of these By-Laws or as required by law;
 - 3. Be custodian of the records of WILLCO FIRE RADIO and perform all duties incidental to the office of Secretary, and such other duties as from time to time may be assigned to him by the Chairman or by the Board.
 - 4. Oversee the finances of the organization as appropriate.
- I. The Operations Board will follow the bidding procedures as outlined by the Illinois Complied Statutes.
- J. The Operations Board shall have the authority to contract with other entities, organizations or units of government, for the use of WILLCO FIRE RADIO facilities, equipment, and services and to establish appropriate charges therefore.

Article V - Meetings of the Operations Board:

- A. All meetings of the Board shall, except to the extent that these By-Laws impose more strict requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Board shall be held four times a year in January, March, August and November. The meeting in January shall be the Board's 'Annual' Meeting. The time, date and location of regular meetings of the Board shall be determined by its Chairman. Special meetings of the Board may be called by its Chairman or any two (2) of its members; provided that at least ten (10) calendar day's prior written notice of special meetings shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. Except when a bona fide emergency exists, business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board shall be determined in the call for the meeting.
- B. Notice of the regular meeting of the Board, for the next calendar year, shall be given to the Board members at the November regular meeting. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board.
- E. The Operations Board shall make all administrative decisions, concerning development

efforts, operations, modifications, cost, and equipment.

- H. The daily operations of WILLCO FIRE RADIO shall be conducted under the direction and supervision of specific members of the Operations Board as hereinafter provided, subject to the limitations established from time to time by the Board.
- I. Expenditure of Funds:
 - 1. Disbursement of funds for the payment of bill and obligations are subject to the policies established by the Board.
 - 2. The Operations Board shall have the power to transfer funds necessary to cover the obligation of the organization.
 - 3. In the event additional funding is deemed necessary, the Operations Board, by a vote of its members shall have the ability establish a special assessment on its then members.
- J. At each regular meeting of the Board, a report shall be presented providing a full report of activities, including budget and financial transactions, system condition and function, and significant developments since the previous regular meeting.

Article VI - Finances:

- A. Per the IGA the fiscal year of WILLCO FIRE RADIO shall end on April 30 annually.
- B. An annual budget shall be adopted by the Board at the meeting held in March of each year; copies shall be provided to the members of the Board prior to the meeting and adoption.
- C. The Operations Board shall have the authority to fix cost sharing charges for all Agencies in an amount sufficient to provide funds required by the budget, provided, however, that if any Agency's cost sharing charges exceed 105% of its cost sharing charges for the prior year, then such charges must be approved by a two-thirds (2/3) vote of the Board. Any Agency whose charges have not been paid within sixty (60) days after billing shall not be entitled to further voting privileges, nor shall a representative of said Agency serve as a Member of the Operations Board until such time as all such charges has been paid. Such delinquent Agency's inability to vote shall not relieve the member from its continuing obligation to pay all of its continuing charges as the same shall accrue. In addition to amounts due and owing any payment more than sixty (60) days delinquent shall be subject to interest in the amount of ten percent (10%) per annum. The amount of each Agency's charges shall be determined in accordance with paragraph (D) following.
- D. The yearly fees assessed to member Agencies of WILLCO FIRE RADIO shall be divided among and between its members in a fashion specified by action of the Board.
 - 1. Revenues for operation can be used in any manner as deemed appropriate by the

Board including, but not limited to maintenance, operation, and capital expenditures. Any new costs occasioned by the entry of the new participant into the system shall be wholly paid by said new participant.

2. These funds for operating and maintaining the radio system are separate and distinct from the fees and costs paid to Laraway Communications Center.
- E. Each member shall take all required actions to authorize and provide the necessary funds to meet its initial and continuing obligations under these By-Laws and under the IGA.
- F. Periodic payments shall be made to WILLCO FIRE RADIO in a manner determined by the Board.

Article VII - Audit:

- A. The Board shall cause an annual audit of the financial affairs of WILLCO FIRE RADIO to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local governmental entities. The annual audit report shall be delivered to each member.

Article VIII – Withdrawal, Termination, and Dissolution:

- A. An Agency may at any time after thirty-six (36) months from the effective date of the Agreement give written notice of its withdrawal from WILLCO FIRE RADIO. The non-payment of cost-sharing charges as set forth herein, or the refusal or declination of any member to be bound by any obligation of the Board shall constitute notice of withdrawal and the loss of access to the radio system. Withdrawal may be made subject to the following conditions:
 1. Withdrawal shall not take effect for one (1) calendar year from the date of such notification.
 2. Upon withdrawal, the withdrawing member shall continue to be responsible for:
 - a. Its share of all costs through the effective date of its withdrawal.
 - b. Any contractual obligations it has signed separately with WILLCO FIRE RADIO.
- B. If withdrawal results in termination of the Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in the following paragraph (C), Article X, of these By-Laws.
- C. On withdrawal of a member so as to reduce the number of continuing participants to less than that feasible to keep WILLCO FIRE RADIO operational, or upon the vote of two-thirds of the participating members to dissolve, then the Agreement and WILLCO FIRE RADIO shall be terminated and dissolved. Upon such termination and dissolution, and after payments of all debts, all assets and liabilities of WILLCO FIRE RADIO shall be

distributed among the members who had participated in the Association within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding five (5) years or part thereof.

- D. In the event that the Board deems it necessary or advantageous to sell or transfer ownership of the entire radio system, all or in parts, to another agency, rendering the organization unnecessary, the monetary assets of the organization shall be distributed to its then members in a fashion similar or equal to the fashion in which they have been paying fees to WILLCO FIRE RADIO.

Article IX - Liability and Property:

- A. Except as otherwise herein provided, The liabilities, contracts, obligations, debts and property of WILLCO FIRE RADIO shall not be considered in any way, shape or form a liability, contract, obligation, debt or property of the individual agencies which together form WILLCO FIRE RADIO.
- B. WILLCO FIRE RADIO shall procure and maintain during the term of the Agreement sufficient insurance to cover the replacement value of WILLCO FIRE RADIO'S equipment. Further, WILLCO FIRE RADIO shall procure and maintain, during the term of the Agreement, liability insurance with a single limit of two million dollars or such other amount as may from time to time be approved by the Board insuring the Agencies, WILLCO FIRE RADIO employees (if any), the Board, and other agents of WILLCO FIRE RADIO as their respective interests may appear, against public liability for any alleged act or omission in connection with WILLCO FIRE RADIO. Each agency shall be named as in additional or co-insured on the policy(s) required herein. In the event that WILLCO FIRE RADIO dissolves, WILLCO FIRE RADIO will purchase, if deemed necessary and desirable, an insurance policy tail for potential future causes of action.
- C. All property acquired by WILLCO FIRE RADIO, whether purchased by WILLCO FIRE RADIO, donated by an Agency or received as a grant, shall be owned in common by the members of WILLCO FIRE RADIO unless otherwise determined in writing.
- D. All FCC radio licenses necessary for the operation of the subject radio system are the property of WILLCO FIRE RADIO and shall be considered a chattel having defined value in relation to the overall operation of the radio system and shall be considered "Owned" by WILLCO FIRE RADIO, unless specifically transferred to another agency.

Article X - Contracts, Loans, Checks & Deposits:

- A. The Operations Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of WILLCO FIRE RADIO, and such authority may be general or confined to specific

instances.

- B. No loans shall be procured on behalf of WILLCO FIRE RADIO and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board and in accordance with applicable law. Such authority may be general or confined to specific instances.
- C. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of WILLCO FIRE RADIO, shall be signed by such officer or officers, agent or agents of WILLCO FIRE RADIO and in such manner as shall from time to time be determined by Board action, provided, however, that at least two (2) signatures must be required on any check, draft, or order of payment
- D. All funds of WILLCO FIRE RADIO not otherwise employed shall be deposited from time to time to the credit of WILLCO FIRE RADIO in such banks, trust companies, or other depositories as the Board may select.

Article XI - Indemnification:

- A. To the fullest extent permitted by applicable law and these By-Laws, WILLCO FIRE RADIO shall indemnify and hold harmless any person who was or is a party to a pending or completed action, suit or proceeding, by reason of the fact that he is or was a director, officer, or agent of WILLCO FIRE RADIO, against and from any expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of WILLCO FIRE RADIO.
- B. The indemnification authorized herein (unless ordered by a court) shall be made by WILLCO FIRE RADIO if in its sole determination it finds that the director, officer, employee, or agent met the applicable standard of conduct set in paragraph A above. Such determination shall be made by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.
- C. Expenses incurred in defending a civil action, suit or proceeding may be paid by WILLCO FIRE RADIO in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by WILLCO FIRE RADIO as authorized in this Article XIII.

Article XII - Amendment:

- A. Any amendment to these By-Laws may be proposed by any member of the Board. To be

considered, the amendment shall be submitted to the Board at least thirty (30) days prior to the meeting of the Operations Board at which such amendment is to be considered.

- B. A two-thirds (2/3)-majority vote of the Board then holding office shall be required to adopt any amendment to these By-laws.

Article XIII - Public Works/ESDA/Administrative:

- A. Subject to WILLCO FIRE RADIO'S capabilities, other agencies may have access to the radio system based upon a determination made by the Board. Depending upon the particular circumstance an additional charge related to use may be established to be paid by the Agency. The requesting Agency shall bear the costs of any additional equipment necessary to facilitate such services.

Article XIV – Mutual Aid Box Alarm System (MABAS 27): Dispatching of the Mutual Aid Box Alarm System, referred to as the Wilco Fire Chief's Association (MABAS Division 27) takes place through and between WILLCO FIRE RADIO and the two agencies. WILLCO FIRE RADIO will cooperate to ensure that the IFERN radio and WILLCO FIRE RADIO assets are merged in a fashion so as to function properly together.

Article XV – New Membership Fee: If any agency wishes to make membership to WILLCO FIRE RADIO, the new agency and the Operations Board shall negotiate a new membership fee and other conditions of membership.

Adopted by the Operations Board this 1st day of July, 2018

Chairman, Operations Board, Willco Fire Radio Group

RESOLUTION NO. 1124

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
AND WILL)

**A RESOLUTION AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT TO EFFECT THE DISSOLUTION
OF THE EASTERN WILL COUNTY COMMUNICATION CENTER
(EASTCOM) FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND
WILL, STATE OF ILLINOIS**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, various agencies, including the Village (the "Participating Agencies") operated a public safety answering point ("PSAP") and communication center commonly known as EASTCOM; and

WHEREAS, pursuant to Public Act 99-0006, which significantly amended the Emergency Telephone System Act ("ETS Act") 50 ILCS 750, EASTCOM is being consolidated with other centers; and

WHEREAS, EASTCOM was established by an Intergovernmental Public Safety Agreement (the "Agreement"); and

WHEREAS, the Agreement provided in part that upon termination of EASTCOM the assets shall be disposed of in the manner set forth in the by-laws (the "By-Laws"); 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 exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes the Participating Agencies to enter into an intergovernmental agreement to dissolve the Agreement which established EASTCOM in accordance with its By-Laws; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village to approve and enter into an intergovernmental agreement (the "IGA") with terms similar to the agreement attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of 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 Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the Village to enter into and approve the IGA dissolving the Agreement which established EASTCOM in accordance with the By-Laws, to further authorize the President to take all steps necessary to carry out the terms of the Intergovernmental Agreement and to ratify any steps taken to effectuate that goal.

PASSED this ___ day of _____, 2018.

Joseph M. Zagone, Jr., Village Clerk

PASSED this ___ day of _____, 2018.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT TO EFFECT THE DISSOLUTION OF
THE
EASTERN WILL COUNTY COMMUNICATION CENTER**

WHEREAS, various Agencies operated a PSAP and communication center commonly known as EASTCOM both effectively and efficiently, however a change in law resulted in it being consolidated with other centers; and,

WHEREAS, the Intergovernmental Public Safety Agreement which established EASTCOM provides in part that upon termination the assets shall be disposed of in the manner set forth in the By-Laws; and,

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and 5 ILCS Act 220 Section 220/5 authorize public agencies to combine and contract to transfer or exercise power including that of dissolving the previously enacted Intergovernmental Public Safety Agreement which established EASTCOM;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF MUTUAL PROMISES, RECEIPTS AND ADVANTAGES BEING DERIVED BY THE BELOW SIGNED AGENCIES, IT IS HEREBY AGREED AS FOLLOWS:

- 1 DISSOLUTION. Pursuant to a change in law and in accordance with the current By-Laws of the Eastern Will County Communication Center (hereinafter "By-Laws"), Article X, paragraph C, by a vote of two-thirds of the participating members, the Intergovernmental Public Safety Agreement which established the Eastern Will County Communication Center, commonly known as EASTCOM, is hereby terminated and said communication venture is dissolved once the dissolution acts are completed.
- 2 DEBTS. In connection with the dissolution, all debts shall be paid in accordance with the By-Laws, Article X, Paragraph C.

3 INSURANCE. In connection with the dissolution, an insurance policy tail shall be purchased for potential future causes of action in accordance with the By-Laws, Article XI, Paragraph B.

4 ASSETS AND LIABILITIES. In connection with the dissolution, all assets and liabilities shall be distributed in accordance with the By-Laws, Article X, Paragraph C, that is, distributed among the members who had participated within the one (1) year prior to dissolution in proportion to their respective payments for the preceding five (5) years. Said proportional amount percentages are:

- Crete Police Department _____
- University Park Police Department _____
- Peotone Police Department _____
- Monee Police Department _____
- Beecher Police Department _____
- Crete Fire Department _____
- University Park Fire Department _____
- Crete Township Fire Protection District _____
- Beecher Fire Protection District _____
- Monee Fire Protection District _____
- Peotone Fire Protection District _____
- Steger Police Department _____
- Steger Fire Department _____
- So Chgo Hts Police Department _____
- So Chgo Hts Fire Department _____

5. EFFECTIVE DATE. This Agreement is effective upon the date of the last of the signatories below signed.

IN WITNESS WHEREOF, the undersigned Agencies have set forth their signatures on the appropriate line below. This document may be signed in duplicate originals.

Village of Crete PD/FD

Attest

Date

Village of University Park PD/FD

Attest

Date

Village of Peotone

Attest

Date

Village of Monee

Attest

Date

Village of Beecher

Attest

Date

Crete Township Fire Protection District

Attest

Date

Beecher Fire Protection District

Attest

Date

Monee Fire Protection District

Attest

Date

Peotone Fire Protection District

Attest

Date

Village of So Chgo Hts PD/FD

Attest

Date

Village of Steger PD/FD

Attest

Date