

VILLAGE OF STICKNEY

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



David DeLeshe
Mitchell Milenkovic

Village Trustees
Mary Hrejsa
Sam Savopoulos

James Lazansky
Jeff White



Deborah E. Morelli
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES

Tuesday, September 15, 2015

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Accept the Report of Illinois Department of Revenue
7. Pass and Approve Ordinance 2015-14, "An Ordinance Amending Chapter 78, Section 78-191 of the Municipal Code Village of Stickney Regarding Taxation"
8. Pass and Approve Ordinance 2015-15, "An Ordinance Amending Fencing"
9. Approve Resolution 20-2015, "A Resolution Authorizing and Approving a Certain Agreement with CW Consulting for the Village of Stickney"
10. Approve the October 18, 2015 Annual Berwyn-Cicero-Stickney CROP Hunger Walk
11. Appointment to Fill the Vacancy in the Office of Village Trustee
12. Discussion Regarding Selling of Village Parkway Property Next to the Chicago Eye Consultants
13. Report from the Mayor
14. Report from Clerk
15. Trustee Reports/Committee Reports
 - a. Accept the Treasurer's Report for the Month of June, 2015
16. Reports from Department Heads
17. Report from Clerk
18. Audience Questions
19. Motion to Adjourn to Closed Session:
 - a. Discussion Only Regarding Probable and Imminent Litigation Pursuant to Section 2 (c)(11) of the Open Meetings Act. 5 ILCS 120/2(c)(11)
 - b. Discussion Regarding Commonwealth Edison v. Cook County Board of Review; Filed and Pending Litigation Pursuant to Section 2 (c)(11) of the Open Meetings Act. 5 ILCS 120/2(c)(11)(2014)
 - c. Discussion Regarding Kornerstone Properties LLC v. Cook County Board of Review; Filed and Pending Litigation Pursuant to Section 2 (c)(11) of the Open Meetings Act. 5 ILCS 120/2(c)(11)(2014)
20. Motion to Return to Open Session
21. Adjournment

Posted September 11, 2015

September 1, 2015

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, September 1, 2015 at 7:00 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Savopoulos moved, duly seconded by Trustee White, to approve the minutes of the previous regular session on Tuesday, August 18, 2015.

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

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

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

Trustee White moved, duly seconded by Trustee Lazansky to approve Resolution 19-2015, "A Resolution Authorizing and Approving Master Agreement with Eligo Energy IL, LLC.

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

Trustee White moved, duly seconded by Trustee Savopoulos to pass and approve Ordinance No. 2015-13, "An Ordinance Adding east and west Stop Signs on 40th Street and Euclid."

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

Discussion was held regarding the Home Rule Sales Tax Rates. Trustee White had been asked what the tax rates are in surrounding communities. Berwyn has 1% Home Rule tax; Lyons is a non-home-rule community and has a 1% tax. Attorney Del Galdo instructed us that every community has by statute a 1% sales tax. If you are Home Rule you can add another add another 1% on top of that. If you are not Home Rule you can't add it. Cicero has 1.75% and they are Home Rule; Forest View has 1% and they are not Home Rule. Trustee White is proposing that we raise ours to 1.25%. This is our sales tax NOT our property tax. Since no one was against it, Trustee White asked Attorney Del Galdo to prepare an ordinance for the next meeting. Trustee White explained that we have to have this in by October 1, and it will go into effect January 1. We are allowed to change this tax two times per year July 1 or January 1. There are cutoffs for the time when the paperwork has to be processed. We should be well within our time limits.

Trustee Lazansky moved, duly seconded by Trustee Milenkovic to grant permission to the Knights of Columbus to Conduct their "ID TOOTSIE ROLL DRIVE" on September 18, 19 and 20, 2015.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos to grant permission to the Girl Scouts of Greater Chicago and Northwest Indiana for their Fall Program on October 1-25, 2015 and Cookie Program January 1-26, 2016.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to remove the appointment of Daniel Fuentes from the table.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote, Trustee Lazansky said, "Wait a minute, it is not off the table yet." Trustee White told him that he just took it off the table. Attorney Del Galdo explained that this is the roll call to remove it from the table.

Trustee Lazansky moved to make Daniel Fuentes the new trustee.

Trustee White moved, duly seconded by Trustee Savopoulos to deny the confirmation of Daniel Fuentes.

Attorney Del Galdo said, "Procedurally for the record," "There was a motion to confirm, simultaneously there was a motion to deny." "Let's dispense with the motion to confirm and see if there is a second and move on." "Or, do you want. . . . or is there a timing dispute?" He is asking of the trustees. Trustee Lazansky spoke, "I made a motion to confirm Daniel Fuentes." "That is all I know." Attorney Del Galdo asked if there is a second. Attorney Del Galdo said, "Since there is no second. . . ." At this point Trustee White said the following:

Trustee White moved, duly seconded by Trustee Savopoulos to deny the confirmation of Daniel Fuentes.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Milenkovic, Savopoulos and White

Nays: Lazansky

Mayor Morelli declared the motion carried.

At this point Clerk Audrey McAdams read the following undated letter:

"Dear Debbie:"

"I want to thank you for considering me for the position of Village Trustee, but at this time I would ask that my name be removed.

Due to special circumstances I feel that I would not be able to represent the village in the capacity that would be asked of me.

Again, I thank you for considering me for this position.

Sincerely,

Darrio M. Ramirez"

Trustee White asked the mayor if she had another candidate. The mayor said, "I don't have anybody at this time." "I would like to do it at another time, if that would be possible." Attorney Del Galdo explained that there is no requirement, you just have to do it in writing. It has to go to the elected officials. The clerk and the trustees have to be notified. Once you make that recommendation for appointment that is when the time period will trigger for the board to consider it and either confirm or deny that person. The mayor understood the attorney and said, "Ok, that is what I'm going to do."

CLERKS: A letter was read from the Illinois Environmental Protection Agency concerning the Metropolitan Biosolids Management located at 6001 W. Pershing Road in Stickney. They are requesting a revision to increase the permitted emissions of sulfur dioxide from their heaters. A hearing will be held on September 18, 2015. Comments must be postmarked by midnight, September 18, 2015. If sufficient interest is expressed in this manor, a hearing or an informational meeting may be held.

TRUSTEES REPORTS: Trustee Hrejsa told us about the free rain barrels that are available. The sample is in the lobby with an informative brochure. Orders can be filled out at the front counter. Fall Festival will be September 12, at 43rd and Ridgeland. They are still looking for volunteers. There will be fireworks at 9:30.

Trustee Hrejsa gave the fire department report for the month of August, 2015 as follows: Ambulance calls; 50: Mutual Aid Calls; 19: Service Calls; 3: Fire Calls; 11: Hazardous Condition Calls; 2: Motor Vehicle Accidents; 8: Working Fires; 0: Brush/Trash Fire Calls; 1: Car Fires; 2: Total calls for the month of August: 96; Total calls for 2015: 728

Trustee Milenkovic reported that Trustee Hrejsa, Trustee Lazansky and he are on the committee concerning the Sokol. We have had some communication with them. We are moving forward. He has more details to come shortly. The donations for the troops are coming in stronger. Drop off your donation in the lobby. Our treasurer, Kurt Kasnicka gave Trustee Milenkovic a flyer promoting the Cook County Forest Preserve activities.

Trustee Savopoulos told us that over the summer Home School and Edison School had a project on safety. Home School added two walls. When you get buzzed in you go directly into the office. Edison School put up bullet-proof glass with a slot in it. You don't have direct access into the schools anymore. The project cost \$140,000. There was a grant for \$60,000. They also applied a film to the windows to prevent the glass from shattering.

Trustee White stated that the treasurer informed him that we did receive our 911 money. This was held up just like our motor fuel tax money. We also heard that we should be receiving approximately \$3,400.00 from our park grant. This was a discrepancy in the park grant. They shorted us due to changes that were made. Our treasurer spoke to Jon Vann our grant writer who helped to get this money. The money will not arrive until a state budget is passed.

DEPARTMENT REPORTS: Police Chief John Sladetz said he is looking forward to fall. He mentioned his sadness over the killing of Lieutenant Gliniewicz, from Fox Lake, today.

Fire Chief Larry Meyer announced that starting on September 8, Ogden Avenue in Lyons will be under construction to install water mains.

Treasurer Kurt Kasnicka informed us that September 7, 2015 is Labor Day and the administrative offices will be closed and garbage will be delayed by one day.

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

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this of 2015

Deborah E. Morelli, Village Mayor



SALES TAX
FOR JUNE, 2015
\$42,983.97

VENDOR WARRANT DETAIL

STICKNEY VILLAGE
TREASURER

[Return Back](#)

Warrant/EFT#: EF 0007791

Fiscal Year: 2016

Issue Date: 09/10/15

Warrant Total: \$42,983.97

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG844909	6AG844909	\$42,983.97

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$42,983.97	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/05/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX

ORDINANCE NO. 2015-14

AN ORDINANCE AMENDING CHAPTER 78, SECTION 78-191 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING TAXATION

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, as a home rule municipality, the Village is authorized by Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1), as amended, to impose a tax upon all persons in the Village engaged in the business of selling tangible personal property (the "Home Rule Municipal Retailers' Occupation Tax"); and

WHEREAS, as a home rule municipality, the Village is also authorized by Section 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-5), as amended, to impose a tax upon all persons in the Village engaged in the business of making sales of service (the "Home Rule Municipal Service Occupation Tax"); and

WHEREAS, the Village President (the "President") and Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") have determined that additional revenue is required to fund Village operations and programs; and

WHEREAS, the Corporate Authorities have determined that it is both advisable and in the best interests of the Village and its residents to amend the Municipal Code, Village Of Stickney, Illinois (the "Village Code") to provide for additional revenue by increasing the Home Rule Municipal Retailers' Occupation Tax and the Home Rule Municipal Service Occupation Tax; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable, economical and in the best interests of the Village and its residents to amend Chapter 78, Section 78-191 of the Village Code;

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 increase the Home Rule Municipal Retailers' Occupation Tax and the Home Rule Municipal Service Occupation Tax by amending Chapter

78, Section 78-191 of the Village Code and to authorize the President or her designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 78, SECTION 78-191 OF THE MUNICIPAL CODE, VILLAGE
OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 78, SECTION 78-191.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 78, Section 78-191, which Section shall be amended as follows:

A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state's government, at retail in this municipality at the rate of one and one quarter percent of the gross receipts from such sales made in the course of such business while this article is in effect, and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of one and one quarter percent of the selling price of all tangible personal property transferred by such service man as an incident to a sale of service. Such "home rule municipal retailers' occupation tax" and the "home rule municipal service occupation tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

The imposition of these home rule taxes is in accordance with the provisions of Sections 8-11-1 and 8-11-5, respectively, of the "Illinois Municipal Code" (65 ILCS 5/8-11-1 and 5/8-11-5).

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 immediately after its passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this 15th day of September, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 15th day of September, 2015.

Deborah Morelli, President

**ATTESTED AND FILED in my
office this ____ day of September, 2015.**

Audrey McAdams, Village Clerk

ORDINANCE NO. 2015-15

**AN ORDINANCE AMENDING CHAPTER 18, SECTION 18-327 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS REGARDING FENCING**

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 Municipal Code, Village Of Stickney, Illinois (the "Village Code") sets forth, among other things, the applicable building, electrical and mechanical codes within the Village; and

WHEREAS, these codes govern and regulate the installation, maintenance and construction of various systems to help avoid accidents, injuries and deaths; and

WHEREAS, currently, the Village Code includes requirements regarding the construction of fences in residential areas; and

WHEREAS, to ensure that the Village Code's requirements reflect current best practices, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is in the best interests of the Village and its residents to update the Village Code provisions governing the construction of fences in residential areas; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 18, Section 18-327 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 18, Section 18-327 of the Village Code to update the Village Code provisions governing the construction of fences in residential areas and to authorize the President or her designee to take all actions necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 18, SECTION 18-327 OF THE MUNICIPAL CODE, VILLAGE
OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 18, SECTION 18-327.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 18, Section 18-327, which Section shall be amended as follows:

(a) A residence district zoning lot may have a fence in the rear yard, or as otherwise allowed by this chapter, constructed of open chain-link, solid decorative wood, cedar poles, painted or stained wood pickets or ornamental iron. The finished surface of the fence must face toward adjoining property or street frontage. All posts for any fence must be on the owner's side of the fence. No fence shall have any sharp, dangerous or impaling members. No second fence shall be attached, connected, otherwise affixed or installed parallel to an existing fence at the same lot line.

(b) In a residence district, a fence constructed of stone, brick or masonry may be erected to a height not to exceed 42 inches. However, all stone, brick or masonry fences must be erected on a four-foot deep foundation of concrete so as to prevent movement by frost.

(c)

(1) In a residence district, the below-ground depth of ~~the all posts~~ for all other fences construction ~~(wood, metal and the like)~~ shall be ~~one-half of the above-ground height of the fence, as follows:~~ a minimum depth of 36 inches for our climatic conditions.

3	<u>18</u>	8
4	24	8
5	<u>30</u>	8
6	36	8
Above _____ Ground (ft.)	Depth (in.)	Diameter _____ of _____ Hole (in.)

(2) Before concrete shall be placed in each post hole, an inspection to confirm depth shall be performed by the Village Inspector and a minimum 24 hours notice shall be given for any and all inspections required and approved by the Village to the depth of the sunken post.

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 immediately after its passage and approval.

PASSED this 15th day of September, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 15th day of September, 2015.

Deborah Morelli, President

**ATTESTED AND FILED in my
office this ____ day of September, 2015.**

Audrey McAdams, Village Clerk

RESOLUTION NO. 20-2015

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH CW CONSULTING FOR THE VILLAGE OF STICKNEY

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") believe that the Village should protect its residents by, among other things, supporting state legislation that positively impacts its residents and suggesting revisions to legislation to provide greater benefits to its residents; and

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

WHEREAS, the Services will include, without limitation, government relations and lobbying services with members of the Illinois General Assembly, the Office of the Governor and other state and federal representatives and providing consulting services on governmental matters impacting the Village; and

WHEREAS, CW Consulting ("CWC") have provided the Corporate Authorities with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, setting forth the terms, covenants and conditions under which CWC will provide the Services to the Village; and

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

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

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or her designee to enter into the Agreement whereby CWC will provide the Services to the

Village and to further authorize the President or her designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

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

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

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

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

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

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

PASSED this 15th day of September, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 15th day of September, 2015.

Deborah Morelli, President

**ATTESTED AND FILED in my
office this ___ day of
September, 2015.**

Audrey McAdams, Village Clerk

EXHIBIT A

CW Consulting

Christopher Ganschow

**15 Clay Avenue, #303, Highwood, Illinois 60040
Mailing - PO Box 786, Highland Park, Illinois 60035
(847) 323-5545 - cagwood@aol.com**

With more than 50 years of experience in lobbying and developing public affairs strategies, CW Consulting and Robert S. Molaro & Associates are uniquely positioned to assist the Village of Stickney in building key relationships, locally, in Springfield, and in Washington, DC. We can assist the Village in developing and delivering key messages to legislators and other important audiences.

We look forward to building our relationship with the Village of Stickney, and would suggest working to attain the following goals for 2015-2016:

- Convey the Village of Stickney's Concerns on Issues of Importance
 - Arrange meetings with state and federal representatives
 - Identify events where legislators will be in attendance and inform Village officials of those opportunities
 - Arrange meetings with key personnel in Gov. Rauner's administration
 - Seek opportunities to meet with General Assembly caucus leaders (Speaker Madigan, Senate President Cullerton and Republican Leaders Radogno & Durkin)
- Secure and/or Protect Funding Sources for the Village
 - Develop strategies to combat any cuts on the Local Government Distributive Fund (LGDF)
 - Identify other funding opportunities, including a possible state capital investment program
- Produce Regular Reports
 - Monthly reports to the Village Board
 - Report to the Village Board in person at least twice in the coming 12 months

At your convenience, we would look forward to further discussing with you how CW Consulting and Robert S. Molaro & Associates might be of assistance to the Village of Stickney. Thank you in advance for your consideration.

About Our Team

Christopher Ganschow, CW Consulting, and Bob Molaro, Robert S. Molaro & Associates

Christopher Ganschow, the Principal at CW Consulting, will manage the Village of Stickney team and serve as primary contact with the Village. In addition, he previously served the Village as an associate of Mr. Mark Fary of the Intergovernmental Consulting Group, the Village's lobbyist from 2011 to May 2015.

Chris brings more than two decades of experience to helping individuals and organizations meet their public affairs priorities. He has assisted leaders in government, private industry & the non-profit sector in getting their message to key decision makers. He has worked with five current and former Members of Congress, including U.S. Rep. Dan Lipinski of Illinois, in developing legislative initiatives, including the last three comprehensive federal transportation bills in 1991, 1998 and 2005.

In addition, he has worked with state legislators, the Governor's office and officials from the Illinois Department of Transportation and other state agencies on several initiatives, including Illinois Jobs NOW, the statewide capital bill of 2009.

Chris currently works with the Village of La Grange Park and has assisted that community and other clients in securing nearly \$4 million in funding from both Washington and Springfield to meet their infrastructure priorities. Chris and Mark Fary also worked with Sen. Martin Sandoval to help Stickney obtain \$200,000 in funds for capital improvements in the Village.

Working in cooperation with other lobbyists and public affairs professionals, Chris has successfully advocated for several legislative initiatives, including laws that have provided: design-build options for public infrastructure projects and increased weight limits for vehicles responding to municipal emergencies. In addition, he has successfully managed three major revisions for an operating statute for a regional public agency, the North Shore Water Reclamation District.

His other clients have included the City Countryside, the City of Aurora, and the Park District of Highland Park, an agency for which he helped secure funding for a \$5 million redevelopment project

Bob Molaro, the Founder and Principal of Robert S. Molaro & Associates, served for 18 years in the Illinois General Assembly, including in the State Senate from 1992 to 2003, and the Illinois House of Representatives from 2003 to 2008. In the upper chamber, Bob served as ranking member of the Executive Committee, which is tasked with handling high-profile, complex pieces of legislation. In the House, he was Chair of both the Judiciary and Revenue committees.

As a state legislator, Bob was a close ally of both House Speaker Michael Madigan and Senate President John Cullerton, but also collaborated with colleagues from both parties, including current House Minority Leader Jim Durkin and Senate Republican Leader Christine Radogno. In addition, Senator/Representative Molaro sponsored numerous bills at the request of Illinois Constitutional Officers. He is well-versed in

all aspects of the legislative process and issues facing municipalities, his particular areas of expertise are pensions, local government and public transit. He also served on the State of Illinois Pension Laws Commission and the Governor's Commission on Pension Reform.

A lobbyist since 2008, Bob has represented several public agencies and local governments including the Village of Justice, Summit, Willow Springs, as well as the Pleasant Dale Park District, which serves four suburban Chicago communities. He has helped secure more than \$2 million in grant funding for these and other communities. He has successfully introduced, lobbied and passed several pieces of legislation on behalf of: the City of Chicago, the Chicago Transit Authority, and the Chicago Police and Fire Pension Funds

Consulting Service Agreement

THIS AGREEMENT ("Agreement") is made as of, September 1, 2015 ("Effective Date") by and between CW Consulting ("CW"), a sole proprietorship with offices at 15 Clay Ave, #303, Highwood, IL (PO Box 786, Highland Park, IL) and the Village of Stickney ("The VILLAGE") with offices at 6533 Pershing Road, Stickney, IL. CW and the Village of Stickney may also be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the VILLAGE wishes to retain CW to perform certain consulting services subject to the terms and conditions of this Agreement, and;

WHEREAS, CW has represented to the VILLAGE that it is capable and is willing to undertake the performance of consulting services for the VILLAGE;

NOW, THEREFORE, in consideration of the payments to be made to CW as provided herein, and in consideration of the mutual agreements and covenants contained herein, the VILLAGE and CW agree as follows:

1. Term

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for a period of one (1) year (the "Term").

Expiration of the Term shall not terminate any continuing obligations of the Parties under Sections 5, 6 and 11 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either Party's rights to pursue any additional available remedy at law or equity.

The term of this Agreement shall cease upon cancellation by either Party with 30 days written notice.

2. Consulting Services

The VILLAGE hereby retains CW, which hereby undertakes to exercise its best efforts to promote the business, products, reputation and interest of the VILLAGE through the performance of consulting services ("Services").

Consulting services include, but are not limited to, the following items:

Convey the Village of Stickney's Concerns on Issues of Importance

- Arrange meetings with state and federal representatives,
- Identify events where legislators will be in attendance and inform Village officials of those opportunities
- Organize meetings with key personnel in Gov. Rauner's administration

- Seek opportunities to meet with General Assembly caucus leaders (Speaker Madigan, Senate President Cullerton and Republican Leaders Radogno & Durkin)
- Assist in organizing and producing materials for WCMC Drive-Down

Secure and/or Protect Funding Sources for the Village

- Develop strategies to combat any possible cuts on the Local Government Distributive Fund (LGDF)
- Identify other funding opportunities, including a possible state capital investment program

Produce Regular Reports on Legislation and Lobbying Activities

- Monthly reports to the Village Board or as otherwise requested by the VILLAGE
- Report to the Village Board in person at least twice in the coming 12 months

Services will be provided directly by CW, or where appropriate and with the prior written consent of the VILLAGE, by individuals or entities retained by CW that CW believes will help to accomplish the Services outlined in this Paragraph. The VILLAGE shall not be responsible for any fees owed to outside individuals or entities unless pre-approved by the VILLAGE. Furthermore, CW represents that any individual or entity retained by CW will be bound to the same obligations of CW under this Agreement, including the obligation of confidentiality.

3. Compensation and Expenses

For and in consideration of CW's performance of Services in accordance with the terms and conditions of this Agreement, the VILLAGE shall pay CW a monthly retainer of \$1,500 per month.

If CW determines that there is a need to incur additional costs and expenses in the performances of services hereunder, then in that event, VILLAGE shall reimburse CW for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative of the VILLAGE in writing prior to the time such additional costs or expenses are incurred. CW will provide a detailed accounting of all such additional costs and expenses.

4. Reporting

CW shall provide periodic written reports to the VILLAGE summarizing the activities CW has undertaken on the VILLAGE'S behalf. Said reports shall be submitted on a monthly basis, or as otherwise requested by the VILLAGE, and shall include status reports on pending funding requests and other items deemed material to this engagement.

5. Compliance with State and Federal Laws

Both parties recognize and agree to comply fully with all applicable federal, state, and local laws regulating corporate, political and marketing activities, and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local government or judicial body, agency, or official pertaining to this Agreement.

6. Confidentiality

In rendering Services pursuant to this Agreement, CW and its employees may acquire or be exposed to confidential information or trade secrets concerning the business and operations of the VILLAGE or its affiliates. CW agrees to treat and maintain all such information and data as the VILLAGE's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to in advance and in writing by the VILLAGE. The confidentiality obligations hereunder shall not extend to: (i) Confidential information already in the possession of CW without any obligation of confidentiality; (ii) Confidential information already in the public domain; or (iii) Confidential information independently received by CW without any obligations of confidentiality. The obligations of CW contained in this Paragraph shall ensure that any employees, agents, or subcontractors of CW who have access or exposure to the aforesaid information shall be bound by these obligations of confidentiality.

7. Limitation on Damages

Neither party shall be liable to the other for any punitive, special or exemplary damages.

8. Governing Law

The parties agree that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois. This agreement will conform at all times with all applicable laws now and in the future regarding any registered agent business practice.

9. Counterparts

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument.

10. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of the VILLAGE and those of CW, CW agrees, if so directed by the VILLAGE, to promptly refrain from performing services with respect to

such area of conflicting interest. CW agrees that the VILLAGE shall have the right to immediately terminate this Agreement at any time without liability upon written notice to CW if, in the VILLAGE's sole judgment and upon reasonable basis and belief, CW's representation of its other clients conflicts with the best interests of the VILLAGE.

11. Indemnification

CW will assume full responsibility for and shall indemnify and hold harmless the VILLAGE and its officials, directors, officers, employees, attorneys, consultants and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of CW or any breach by CW of any of the terms and provisions of this Agreement.

12. Independent Contractor

CW is and shall act as an independent contractor rendering the Services hereunder.

13. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant:	CW Consulting PO Box 786 Highland Park, Illinois 60035 Attn: Christopher Ganschow Phone: 847.323.5545 Fax: _____
Client:	Village of Stickney Attn: Office of the Village President 6533 Pershing Road Stickney, IL 60402 Phone: 708.749.4400 Fax: 708.749.4451
With A Copy To:	Del Galdo Law Group, LLC Attn: Michael T. Del Galdo 1441 South Harlem Avenue Berwyn, IL 60402 Phone: 708.222.7000

Fax: 708.222.7001

14. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

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

For CW Consulting,

For the Village of Stickney

Its: Christopher G. Gerschow Its: _____

David R. Williams
Signature & Date 9/9/15

Signature & Date

August 8, 2015

Village of Stickney
Mayor Deborah Morelli
6533 Pershing Road
Stickney, IL 60402

Dear Mayor Morelli,

I am writing to request approval for our annual Berwyn-Cicero-Stickney CROP Hunger Walk. This year will mark our 27th annual walk, raising funds for hunger relief efforts locally and worldwide. 25% of the funds raised will stay local (with 2% going to the St. Leonard's Food Pantry, and 23% going to the Cicero-Berwyn-Stickney Anti-Hunger Foundation, which is annually ranked among the highest-volume food banks in all of Illinois.) 75% of the funds raised will go to Church World Service and their partners to assist with their worldwide hunger relief and disaster response efforts.

This year we plan to raise \$10,000 from area churches with 150-200 participants (adults as well as supervised children).

The planned route will be exactly the same as last year:

Starting at:
Faith Community Reformed Church
6825 West 40th Street
Stickney

Ending at:
Trinity Community Church
7022 Riverside Drive
Berwyn

This year's walk will be held Sunday, October 18th, at 1:30 pm with registration at 1:00 pm.