

# 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, October 6, 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. Pass and Approve Ordinance No. 2015-16, "An Ordinance Amending Parking Areas for Handicapped Persons"
7. Approve Resolution 21-2015, "A Resolution Rescinding Prior Resolution 05-2015, A Resolution Initiating and Referring to the Zoning Board of Appeals"
8. Approve Resolution 22-2015, "A Resolution Rescinding Prior Resolution 01-2015, A Resolution Initiating and Referring to the Zoning Board of Appeals a Proposed Zoning Map Amendment Regarding all Property in Stickney Located North of Pershing and Regarding the Continuation of the Special Use Granted for the Hawthorn Race Track"
9. Approve Resolution 23-2015, "A Resolution Authorizing and Approving a Certain Agreement with TVM Productions, Inc. for the Village of Stickney"
10. Grant Permission to The Salvation Army to Conduct their Red Kettle Campaign November 6, 2015 to December 24, 2015 in the Village of Stickney
11. Grant Permission to the Stickney-Forest View Lions Club to Conduct their Candy Day Solicitation October 9 & 10 in the Village of Stickney
12. Grant Permission to the Stickney-Forest View Lions Club to Conduct their Third Annual Charity 5K Run Sunday, September 25, 2016 at 8:00 a.m.
13. Report from the Mayor
14. Report from Clerk
15. Trustee Reports/Committee Reports
  - a. A motion to authorize and direct Trustee Lazansky to negotiate a lease, license or other grant of a limited property interest of Village Parkway Property to Chicago Eye Consultants contingent upon any such proposed written agreement for a lease, license or other grant of a limited property interest being brought before the Mayor and Board of Trustees for consideration.

**16. Reports from Department Heads**

**17. Audience Questions**

**18. Motion to Adjourn to Closed Session:**

- a. Discussion 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 the Purchase or Lease of Real Property for the Use of the Public Body Pursuant to Section 2 (c) (5) of the Open Meetings Act. 5 ILCS 120/2 (c) (5)**

**19. Motion to Return of Open Session**

**20. Adjournment**

Posted October 2, 2015

**September 15, 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 15, 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 Lazansky moved, duly seconded by Trustee White, to approve the minutes of the previous regular session on Tuesday, September 1, 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 Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of June, 2015 indicating the sum of \$42,983.97.**

**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 2015-14, "An Ordinance Amending Chapter 78, Section 78-191 of the Municipal Code Village of Stickney Regarding Taxation."**

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

Trustee Milenkovic moved, duly seconded by Trustee Lazansky to pass and approve Ordinance 2015-15, "An Ordinance Amending Fencing".

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 Savopoulos moved, duly seconded by Trustee White to approve Resolution 20-2015, "A Resolution Authorizing and Approving a Certain Agreement with CW Consulting for 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 Lazansky moved, duly seconded by Trustee Hrejsa to approve the October 18, 2015 Annual Berwyn-Stickney CROP Hunger Walk.

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 appoint Kathleen Fuentes, the mayor's recommendation to fill the vacant position of trustee, to the Stickney Board of Trustees.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Village Attorney Michael Del Galdo proceeded to perform the swearing in ceremony.

Discussion was held by the board concerning the parking issues related to the Chicago Eye Consultants located on 44<sup>th</sup> Street and Harlem Avenue. Trustee Lazansky lead the discussion. He was recommending that the strip of parkway adjacent to the business be sold to the business for parking. The business is also looking into buying the car wash property which is located nearby for additional parking so they don't have to bother the local homeowners with their parking. They expect to add two or three more doctors to their list of employees. By selling them that parcel, it would be exclusively theirs. Trustee Lazansky asked for compromised recommendations from the Board. Unless the Board came up with a compromised situation where we would keep it and they would do all the work and during certain hours it would be exclusive for the Eye Clinic to park there. Trustee Hrejsa asked how many parking spots would be available from this parkway land. Trustee Lazansky told us it would be ten spots and they have twenty four employees including five doctors. Trustee Hrejsa asked



about the vendors. She was told that they use the lot. Trustee White explained that our original offer to the Eye Clinic was to offer that land to them during the day-light hours for two hour parking. Trustee Lazansky argued over diagonal parking on Clarence, Wesley and Euclid. Trustee White is clearly against the plan of selling them our village property. He went on to say that the Eye Clinic employees are concentrating their parking on Maple. They should actually redistribute their parking on several blocks. Trustee Savopoulos doesn't want to be setting precedence. We sell them the property then we can't refuse any other business. Trustee Lazansky reiterated his plan of parking there during their hours of business. At this time audience member Daniel Fuentes spoke out about making money on the proposition. Trustee White informed him that this was not open to discussion with the audience. Fuentes apologized. Trustee White reminded us that our first obligation is to the residents.

Village Attorney Mike Del Galdo clarified that there are statutes pertaining regarding village owned real estate. All property in the village is presumed to be that of the public's. You can sell property pursuant to a bid. You can sell to the highest bidder. You can vacate public streets and alleyways which go by operation of law to the abutting land owners. You can lease and can license property to people. Licensing is probably the recommended method because it doesn't invest people with property rights and interest; you license it to them for some specified period. They pay a fee. You can structure it so that they pay a monthly fee like rent. They can pay an annual fee at the beginning of the year. You can structure it however you want just like you make a business deal with somebody. The point regarding whether you have to do it with everyone else, sure, it is equal protection issues and the constitution. You can't just pick this company and we are going to do it. Maybe you can do it by virtue of the size of the tax bill or the number of the employees. He said that we could create some neutral colorblind standards by which someone could make an application. It is a lot of work and a process. Nothing we could vote on tonight. Do you want to go through the process? Do you want to do the license, the lease, the sale.. . . Trustee White interjected that I think we spent money with our engineers at the beginning when they wanted to make parking on the side. He didn't know if we ever recouped that money. Trustee Lazansky agreed that they were going to pay for all that work to be done. Trustee White then asked Treasurer Kurt Kasnicka if they paid for Engineer Novotny's bill. Kurt Kasnicka has not received the reimbursement.

Additional conversation took place concerning charging to park in the municipal lot. Trustee White suggested a remedy by having sticker parking on Maple. Then they will figure it out. Trustee White admitted that there were two inquiries to buy the car wash. We have no knowledge of the Eye Clinic's interest. Trustee Lazansky mentioned that there might be tanks underground. Attorney Del Galdo told us that it is usually rectified by covering the ground with asphalt. There was more conversation over the sticker parking on 39<sup>th</sup> and Clinton. Trustee Lazansky continued to argue the cause. Finally, Trustee White said that the Eye Clinic knew of the parking when they bought the building.

**MAYOR'S REPORT:** Mayor Morelli thanked those of you who joined in on the Fall Festival. We had a good time and the weather turned out. She thanked the parks and rec. board for all of their help. Without them it would have been a tough go. The families enjoyed it. Later in the meeting the Mayor thanked the Deputy Chief Jaczak for keeping things in order. Everything seemed to go well. She thanked Supervisor Boyajian and his Public Works guys (helping) all day long. And, Chief Meyer and his firemen were always monitoring. Also, she thanked Trustee Lazansky for checking the ID's all day long.

**TRUSTEE'S REPORTS:** Trustee Lazansky gave the police report for the month of August, 2015. The total number of calls for service; 1,866; Total number of E911 calls received; 622; Arrest by type: Traffic: 153; Village Ordinance Offences: 30; Warrants and Complaints: 16; Parking violations: 220; Total number of arrests/citations issued: 419; Total number of squad miles: 9,257; Total amount of gasoline used: 1,099.3; Average gas mileage/squad: 8.421.

Ordinance Activity Report for the month of August, 2015. Ordinance Investigations: 335, Business License Investigations: 5, Violation Notices Issued: 11, Miscellaneous Details: 178, S.L.O. Tickets: 5, Parking Citations Issued: 71, Tow Tags Issued: 1.

Trustee Savopoulos told us that the 50/50 sidewalk program will have Supervisor Boyajian going out with the concrete company in a week or so to examine the sidewalks that need to be repaired. There are a total of 113 squares. The village cost will be \$11,790.

Trustee White updated us on our motor fuel money. On September 9, Senate Bill 2046 was passed on a partisan vote of 36 to 19. Now it will move to the House. This bill was to distribute our motor fuel tax as well as the lottery money. They then added into the bill \$1.8 million in Human Services. The House needs a 71% Super Majority vote. The House won't be in session until next week. In addition, our 911 money was last received in August but it was actually for the month of April. We average \$3,000 per month. He will continue to monitor it and report.

Trustee White moved, duly seconded by Trustee Savopoulos to accept the treasurer's report for the month of June, 2015.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

**DEPARTMENT REPORTS:** Police Chief John Sladetz proceeded to hand out commendations and honorable mentions to some of our officers for a job well done. He read the following from a letter submitted by Deputy Chief Jaczak:

On February 9, 2014 the Stickney Police Department's Communications Center received a 9-1-1 call of a fight in progress with "shots fired" on the 4200 block of Wenonah Avenue. Sergeant William Merrill and Officer Ashley Sinkewich responded to the scene, along with officers from surrounding agencies.

Officers were made aware that a shooting did, in fact, occur and the offender fled into his residence. Officers entered the residence with the knowledge that several firearms were in the home. Officer Sinkewich located the offender in the basement as he was attempting to dispose of evidence. The Major Investigations Unit later assisted with evidence recovery and interviews. Numerous firearms and spent casings were recovered.

The offender was subsequently charged with reckless discharge of a firearm. It should be noted that this individual was previously charged with an identical offense many years ago; however, he was not convicted at trial. Our department's teamwork and skill level lead to a finding of guilty this time. The offender is now facing the potential of several years in prison.

I am respectfully requesting Sergeant Merrill and Officer Sinkewich receive Department Commendations for their efforts and bravery in the arrest and conviction of the dangerous felon.

On July 19, 2015 the Stickney Police Department's Communications Center received a call from a Spanish-only speaking resident in reference to a problem on the 4300 block of Harlem Avenue. Corporal Collin Lochridge and Officer Sean Poindexter responded to the area while Officer Jesse Lopez took the call in order to translate.

Officers learned that a male subject, later identified as David Zientek, may have inappropriately touched a young child. Zientek was detained and Detective Corporal Kevin McGuire and Detective Corporal Cruz Ortiz were contacted to conduct an investigation. A very thorough investigation was completed which included evidence recovery, a line-up by Sergeant William Merrill and Officer Pedro Garcia, an executed search warrant and numerous interviews.

David Zientek, a previously convicted sex offender, was subsequently charged with predatory criminal sexual assault of a child, which is a class X felony.

As has become commonplace within our agency, a collaborative and exhaustive investigation was completed by our officers. A dangerous predator will now, most likely, die behind bars. I am respectfully requesting Sergeant William Merrill, Detective Corporal Kevin McGuire, Detective Corporal Cruz Ortiz, Corporal Collin Lochridge, Officer Pedro Garcia, Officer Sean Poindexter and Officer Jesse Lopez receive Honorable Mentions for their participation in this case.

In closing, Deputy Chief Richard Jaczak mentioned that we have five out of six of our night shift. These are not the faces you see every day. These are the ones who keep our town safe at night. Right now we have two on extended medical leave so we have our two detectives back in uniform. They spend their days off working investigations. They are doing a fantastic job. Our crime rate is very, very low.

Supervisor Jeff Boyajian mentioned that the 50/50 sidewalk program will be taking place within a couple of weeks. He also informed us that the tree trimming program will be up coming within the town.

Fire Chief Larry Meyer told us that the fire department will be in the cemetery this Friday and next Friday practicing their trench rescue. He also mentioned a call from a woman with chest pains. She had two dogs. The woman said she doesn't talk to her family or her neighbors. The fire department did help her with her dogs. By the next day a son arrived to take over. The chief was reminding people to make arrangements for their pets in case of an emergency. He also informed us of a device that can hang on the outside of your house door that can hold your house key. Only our fire department has a key to open the box. That way they can come inside to help you if you are unable to answer the door. He also educated us on the medical alert necklace.

Trustee White moved, duly seconded by Trustee Savopoulos to convene into closed sessions at 7:45 p.m. to discuss the following:

- 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)

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried and the meeting was suspended.

Trustee Lazansky moved, duly seconded by Trustee White to reconvene into regular session at 8:15 p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried and the meeting was reconvened.

Trustee White moved, duly seconded by Trustee Savopoulos to authorize the Village Attorney to petition to intervene for the Village the property tax appeal cases regarding the following;

Commonwealth Edison v. Cook County Board of Review

Kornerstone Properties LLC v. Cook County Board of Review

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee White that the meeting be adjourned. Upon which the Board adopted the motion at 8:19 p.m.

Respectfully submitted,

---

Audrey McAdams, Village Clerk

Approved by me this        of        , 2015

---

Deborah E. Morelli, Village Mayor

## **ORDINANCE NO. 2015-16**

### **AN ORDINANCE AMENDING CHAPTER 14, SECTION 14-159(a) OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING PARKING AREAS FOR HANDICAPPED PERSONS**

**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**, Section 11-208(a)(1) of the Illinois Vehicle Code (the "Vehicle Code") (625 ILCS 5/11-208(a)(1)) provides that the Vehicle Code shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from regulating the standing or parking of vehicles; and

**WHEREAS**, the Municipal Code, Village Of Stickney, Illinois (the "Village Code") requires that on street parking spaces for persons with permanent disabilities or disabled veterans be marked by the posting of a sign in accordance with the Vehicle Code and by painting the curb the color of handicap blue, as defined by the Village Code, for a distance of eleven (11) feet in each direction from the sign; and

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

**WHEREAS**, upon due consideration, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend the regulations regarding designating on street parking spaces for persons with disabilities or disabled veterans by painting the curb the color of handicap blue, as defined by the Village Code, for a distance of eleven (11) feet in each direction from a handicap parking sign; and

**WHEREAS**, in light of the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Chapter 14, Section 14-159(a) of the Village Code as set forth herein.

**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 14, Section 14-159(a) of the Village Code to amend the regulations regarding designating on street parking spaces for persons with disabilities or disabled veterans by painting the curb the color of handicap blue, as defined by the Village Code, for a distance of eleven (11) feet in each direction from a handicap parking sign.

## **ARTICLE II.**

### **AMENDMENT OF CHAPTER 14, SECTION 14-159(a) OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS**

#### **SECTION 3.0. AMENDMENT OF CHAPTER 14, SECTION 14-159(a).**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Section 14-159(a), which Section shall be amended as follows:

- (a) The reservation of on street parking spaces for persons with permanent disabilities or disabled veterans as defined under state law shall be pursuant to the provisions of this section and the applicable portions of the Illinois Vehicle Code.
  - (1) Reserved parking shall be allowed curbside of a public street within residentially zoned areas.
  - (2) The reserved space shall be marked by the posting of one sign, and the painting of the curb the color of handicap blue for a distance of 11 feet in each direction from the sign, as may be necessary. The supervisor of public works shall have the authority to determine whether such curb painting is required and when such curb painting shall occur. The owners of all non-public curbs and/or medians to be designated as handicap parking spaces shall be responsible for all costs and ensuring the completion of the painting of any and all curbs and/or medians the color of handicap blue for a distance of 11 feet in each direction from the sign. The painting of a non-public curb and/or median shall be completed within ten (10) business days, weather permitting, of the installation of a sign. The sign and post shall be erected under the supervision of the supervisor of public works in the form and manner prescribed under 11-1301 of the Illinois Vehicle Code (ILCS Ch. 625, Act 5, 11-1301).
  - (3) The reserved parking space shall be located within the limits of the individual's residence and as close as possible to the frontage of the residence where the permanently disabled person resides. The village reserves the right to post each sign at its discretion based on existing conditions, and shall not be permitted in such a manner to unduly harm or cause hardship to other residents residing in the area.
  - (4) The on-street reserved parking space shall be designated and posted, provided that all the criteria in the application process have been met.

#### **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 \_\_\_\_ day of October, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of October, 2015.

---

Deborah Morelli, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

---

Audrey McAdams, Village Clerk

## **RESOLUTION NO. 21-2015**

### **A RESOLUTION RESCINDING PRIOR RESOLUTION 05-2015, A RESOLUTION INITIATING AND REFERRING TO THE ZONING BOARD OF APPEALS OF THE VILLAGE OF STICKNEY REGARDING THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED TO THIS RESOLUTION**

**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"), at a prior meeting of the Village Board held on or about February 3, 2015, approved Resolution No. 05-2015, *A Resolution Initiating And Referring To The Zoning Board Of Appeals Of The Village Of Stickney Regarding The Property Described On Exhibit "A" Attached To This Resolution* ("Resolution No. 05-2015"), incorporated herein by reference; and

**WHEREAS**, no action has been taken regarding the proposed amendment referred to the Zoning Board of Appeals by Resolution No. 05-2015; and

**WHEREAS**, the Corporate Authorities no longer wish to initiate the proposed amendment referred to the Zoning Board of Appeals by Resolution No. 05-2015; and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined that Resolution No. 05-2015 is no longer relevant or necessary and can be rescinded;

**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 rescind and nullify Resolution No. 05-2015.

**SECTION 3. RESCISSION.** The Village Board hereby rescinds and nullifies Resolution No. 05-2015.

**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 in full force and effect from and after its passage and approval as provided by law.

(Remainder of this page intentionally left blank)

PASSED this \_\_\_\_\_ day of October, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of October, 2015.

\_\_\_\_\_  
Deborah Morelli, President

ATTESTED and filed in my office  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

## RESOLUTION NO. 22-2015

### **A RESOLUTION RESCINDING PRIOR RESOLUTION 01-2015, A RESOLUTION INITIATING AND REFERRING TO THE ZONING BOARD OF APPEALS A PROPOSED ZONING MAP AMENDMENT REGARDING ALL PROPERTY IN THE VILLAGE OF STICKNEY LOCATED NORTH OF PERSHING ROAD (39<sup>TH</sup> STREET) AND REGARDING THE CONTINUATION OF THE SPECIAL USE GRANTED FOR THE HAWTHORN RACE TRACK**

**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"), at a prior meeting of the Village Board held on or about January 6, 2015, approved Resolution No. 01-2015, *A Resolution Initiating And Referring To The Zoning Board Of Appeals A Proposed Zoning Map Amendment Regarding All Property In The Village Of Stickney Located North Of Pershing Road (39<sup>th</sup> Street) And Regarding The Continuation Of The Special Use Granted For The Hawthorn Race Track* ("Resolution No. 01-2015"), incorporated herein by reference; and

**WHEREAS**, no action has been taken on the proposed Zoning Map Amendment referred to the Zoning Board of Appeals by Resolution No. 01-2015; and

**WHEREAS**, the Corporate Authorities no longer wish to initiate the proposed Zoning Map Amendment referred to the Zoning Board of Appeals by Resolution No. 01-2015; and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined that Resolution No. 01-2015 is no longer relevant or necessary and can be rescinded;

**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 rescind and nullify Resolution No. 01-2015.

**SECTION 3. RESCISSION.** The Village Board hereby rescinds and nullifies Resolution No. 01-2015.

**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 in full force and effect from and after its passage and approval as provided by law.

(Remainder of this page intentionally left blank)

PASSED this \_\_\_\_\_ day of October, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_\_ day of October, 2015.

---

Deborah Morelli, President

ATTESTED and filed in my office  
this \_\_\_\_ day of October, 2015.

---

Audrey McAdams, Village Clerk

## **RESOLUTION NO. 23-2015**

### **A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH TVM PRODUCTIONS, INC. FOR THE VILLAGE OF STICKNEY**

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

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

**WHEREAS**, TVM Productions, Inc. ("TVM") wishes to utilize certain portions of the Village's Police Station (the "Police Station") for the production of a television series, commercials, and/or certain related recordings (the "Show"); and

**WHEREAS**, the use of the Police Station for the Show will generate positive notoriety for the Village; and

**WHEREAS**, there exists a certain agreement (the "Agreement") attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which TVM will utilize the Police Station for the filming of the Show; 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") 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 TVM will utilize the Police Station for the filming of the Show 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, the same is hereby waived.

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

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

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

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

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

PASSED this \_\_\_\_ day of October, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of October, 2015.

---

Deborah Morelli, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
October, 2015.

---

Audrey McAdams, Village Clerk

## EXHIBIT A

## RIDER TO LOCATION AGREEMENT

This is a rider ("**Rider**") to the location agreement dated as of \_\_\_\_\_ ("**Agreement**") between TVM Productions, Inc, and \_\_\_\_\_ ("**Owner**") in connection with the property situated at \_\_\_\_\_ ("**Property**"). In the event of a conflict between any terms of the Rider and terms of the Agreement, the terms of the Rider shall govern.

1. GRANT OF RIGHTS: Owner hereby grants to TVM Production, Inc the right to enter upon and bring equipment on the Property for the purpose of making still and motion pictures and recordings ("**Recordings**"). TVM Productions Inc shall be and remain the sole owner of all Recordings and TVM Productions Inc shall have all rights, without limitation and irrevocably, in any and all media, now known or hereafter devised, throughout the universe in perpetuity, to use and reuse said Recordings in connection with any productions as TVM Productions Inc shall elect. TVM Productions Inc's rights shall include the right without approval to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in TVM Productions Inc's sole discretion.
2. NO INJUNCTIVE RELIEF: In the event of any claim by Owner against TVM Productions Inc, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution or other exploitation of any of TVM Productions Inc's audio-visual works or any of TVM Productions Inc's rights hereunder.
3. INDEMNIFICATION: Each party ("**Indemnitor**") agrees to indemnify and hold the other party harmless from and against any third party claim(s) for injuries to person and damage to property (reasonable wear and tear excepted) caused by: (a) Indemnitor's sole negligence, gross negligence or intentional misconduct; and/or (b) a breach of Indemnitor's representations, warranties and/or agreements, as applicable hereunder.
4. WARRANTIES: Owner warrants, represents and agrees that: (a) Owner is fully authorized to enter into this Agreement; (b) Owner shall deliver and maintain the Property in a condition that is fit for the use of the Property as described herein; and (c) Owner has the right to grant to TVM Productions Inc the use of the Property as described herein and to grant each of the rights herein granted.

[OWNER'S NAME]

("Owner")

TVM Productions, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## **LICENSE AND INDEMNIFICATION AGREEMENT**

THIS REIMBURSEMENT AND INDEMNIFICATION AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Village of Stickney, an Illinois municipal corporation (the "Village"), and TVM Productions, Inc., a \_\_\_\_\_ corporation (the "Studio") (individually, the Village and the Studio may be referred to as a "Party", and collectively as the "Parties.").

### **R E C I T A L S**

WHEREAS, the Village, located in the County of Cook, State of Illinois, 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 as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Studio is an entertainment production company and is currently filming a television show entitled "The Chicago Project" (the "Show"); and

WHEREAS, the Studio desires to film the Show and gather and base crew on certain Village owned property, specifically at or around the Village Police Station, located at 6533 West Pershing Road, Stickney, Illinois 60402 (the "Premises"); and

WHEREAS, the Studio desires parking spaces for sixty (60) vehicles for its staff and crew; and

WHEREAS, the Village has a certain parking lot located at or near the Premises which can accommodate the Studio's parking needs (the "Parking Spaces"); and

WHEREAS, the Studio has agreed to pay the Village for the use of the Premises and the Parking Spaces; and

WHEREAS, the Studio has also agreed to indemnify, hold harmless and defend the Village from and against any claims, causes of action, expenses, injures and/or damages incurred or in any way related to the Studio's use of the Premises and the Parking Spaces; and

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

Section 1. Recitals. The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

Section 2. License. Subject to the terms, conditions and limitations contained in this Agreement, the Village hereby grants to Studio a non-exclusive, temporary license to use the Premises during the Term (as defined below) to film the Show (the "License"). The License

shall include the right to enter upon the Premises, to bring equipment thereon, to erect thereon temporary motion picture structures and sets in order to use the Premises for the purpose of making still and motion pictures, commercials, trailers and soundtrack recordings (individually and collectively, the "Recordings") in connection with the Show. The License shall include the use of the interior and exterior of the Premises, specifically including the lock-up and interrogation areas of the Premises. The License shall not include the use of names, signs, or verbiage obtained in or through the Recordings. The Studio may not use such names, signs, or verbiage without the express written permission of the Village. The License is revocable at will by the Village.

Section 3. Parking License. Subject to the terms, conditions and limitations contained in this Agreement, the Village hereby grants to Studio a non-exclusive, temporary license to use the Parking Spaces for parking for the Studio's crew and staff members during the Term (as defined below) (the "Parking License"). All vehicles parked in the Parking Spaces or on Village owned property shall be parked at the sole risk of the owner, and the Village assumes no responsibility for any damage to, theft of or loss of vehicles. The Parking License is revocable at will by the Village.

Section 4. Effective Date. The effective date of this Agreement shall be the date set forth at the beginning of this Agreement ("Effective Date").

Section 5. Term of Agreement. The term of this Agreement shall be from \_\_\_\_ a.m. until \_\_\_\_ p.m. on October 20, 2015 (the "Term"), unless otherwise terminated.

Section 6. Payment. The Studio agrees to pay the Village five thousand and no/100 U.S. dollars (\$5,000.00) for the Village's grant of the License and the Parking License. Such payment shall be made payable to the Village of Stickney and shall be remitted to the Village within forty-eight (48) hours after the end of the Term.

Section 7. Termination At Will by the Village. Notwithstanding anything else to the contrary, the Village, in its sole, absolute and exclusive discretion, with or without cause, may terminate this Agreement at any time.

Section 8. Studio's Duties. In addition to the Studio's other duties, responsibilities and obligations as described herein: (A) the Studio shall be responsible for the repair, maintenance and/or costs thereof of any damage to any Village property, including the Premises and the Parking Spaces, or injury to any Village employee which is caused by the Studio, its members, invitees, employees and guests; (B) the Studio, the Studio's guests, employees, independent contractors, officials, agents, representatives and invitees shall abide by and observe all rules and regulations established, from time to time, by the Village and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect; (C) the Studio shall park its vehicles and/or trucks in the Parking Spaces or in other legal parking spaces; and (D) when not filming the Show, the Studio shall use reasonable efforts to minimize any blockage or vehicle back up on any Village right-of-ways during the Term.

Section 9. Authorizations. The Studio represents and warrants for the benefit of the Village that the Studio has obtained and shall maintain all required authorizations, licenses and registrations (collectively, the "Authorizations") required to engage in the activities described herein, including, without limitation, all authorizations and registrations required to conduct business in Illinois in compliance with the Business Corporations Act of 1983 (805 ILCS 5/1.01 et seq.). The Studio shall indemnify and hold harmless the Village, its elected and appointed officials, directors, employees, attorneys and agents of, from, and against any costs, expenses, claims, or causes of action arising in connection with the Studio's failure to obtain and maintain the Authorizations during the Term.

Section 10. Indemnification. Notwithstanding anything else to the contrary, the Studio agrees to defend, indemnify and hold the Village, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns harmless from and against any loss, liability, cost, damage, injury, or expense (including reasonable attorneys' fees and court costs) that occurred or is alleged to have occurred in whole or in part in connection with the filming of the Show, the License, the Parking License or this Agreement. The Studio further releases, discharges, covenants not to sue and waives the Village, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns from and against any and all losses, liabilities, costs, damages, injuries, claims, demands, action or causes of action of every nature and character whatsoever that arose, in whole or in part, out of the filming of the Show, the License, the Parking License or this Agreement.

Section 11. Insurance. At all times during this Agreement and as a condition to the Agreement, the Studio shall procure and deliver to the Village, at the Studio's sole cost and expense, and shall maintain in full force and effect until the termination or expiration of this Agreement, a policy or policies to be approved by the Village including commercial general liability insurance, property insurance, automobile liability insurance, and other standard industry insurance in amounts of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 U.S. Dollars (\$3,000,000.00) in the aggregate. The Studio shall list the Village under the general liability insurance policy as an additional insured as follows: "ADDITIONAL INSURED: Village of Stickney, its elected or appointed officials, officers, directors, agents, attorneys and employees." Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the Village, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Studio. Prior to the start of the Term, the Studio shall furnish to the Village a certificate of insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which this Agreement is in effect.

Section 12. Village Property. The Studio has examined and knows the condition of the Premises and agrees that the Studio has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the Premises or the Parking Spaces, have been made by the Village or an agent or representative of the Village prior to or at the execution of this Agreement. IT IS UNDERSTOOD AND AGREED THAT THE VILLAGE IS NOT



MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, USAGE, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PREMISES WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. THE STUDIO ACKNOWLEDGES AND AGREES THAT STUDIO SHALL USE THE PREMISES AND THE PARKING SPACES PURSUANT TO THE LICENSE AND THE PARKING LICENSE AND TO THIS AGREEMENT "AS IS, WHERE IS, WITH ALL FAULTS". THE VILLAGE IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR PARKING SPACES OR RELATING THERETO.

Section 13. Failure to Enforce Not a Waiver. Failure of either party to enforce any part of this Agreement is not a waiver of any right to enforce said part or any other part of this Agreement.

Section 14. Transfers by the Studio. The Studio shall not assign or otherwise transfer any of the Studio's rights under this Agreement without the prior written consent of the Village. The Studio shall in no event be released from liability under this Agreement.

Section 15. Default and Termination. If the Studio fails to cure any material breach of this Agreement within ten (10) calendar days after written notice thereof, the Village may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to the Village including, but not limited to, bringing a lawsuit against the Studio. If the Village prevails in such an action, the Studio shall reimburse the Village for all costs incurred by the Village in connection with a material breach by the Studio, including reasonable attorneys' fees.

Section 16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 17. Authority to Enter Into the Agreement. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.

Section 18. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable opportunity and length of time to have the terms of this



Agreement considered and reviewed by legal counsel, if desired, and to consider, review, revise and sign this Agreement, and agree that this period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Any action or claim arising under this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

Section 19. Third Party Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

Section 20. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

Section 21. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

Section 22. Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, secured personally, or dispatched by certified mail, return receipt requested, or by facsimile transmission or reputable overnight delivery service with a receipt showing date of delivery, to the Parties as follows:

If to the Village:

Village President  
6533 Pershing Road  
Stickney, Illinois 60402  
708-749-4400 (phone)  
708-749-4451 (fax)

With a copy to:

Michael T. Del Galdo  
Del Galdo Law Group, LLC  
1441 S. Harlem  
Berwyn, Illinois 60402

If to the Studio:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this section. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 23. Prevailing Party. In the event of a dispute arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that the prevailing party shall be entitled to recover all costs, charges, expenses, and their reasonable attorneys' fees arising as a result thereof. Prevailing party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

Section 24. Non-Waiver of Immunity. The Village by entering into this Agreement does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

Section 25. Confidentiality. The Parties hereby acknowledge that the Village is a public body and unit of local government and is therefore subject to the laws of the State of Illinois, including the Illinois Freedom of Information Act ("FOIA"). This Agreement and any related documentation may be released for public inspection in accordance with Illinois law.

Section 26. Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which shall be deemed to be an original. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

*(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)*

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

Executed:

\_\_\_\_\_  
An Authorized Representative of the Studio

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of the Village of Stickney

\_\_\_\_\_  
Date



# The Salvation Army

Founded in 1835 by William and Catherine Booth

DOING THE MOST GOOD<sup>SM</sup>

Metropolitan Division

André Cox  
General

February 12, 2015

Paul R. Sailer  
Territorial Commander

Ms. Audrey McAdams  
Village Clerk  
Village of Stickney  
6533 W. 39th Street  
Stickney, IL 60402

Charles H. Smith  
Lt. Colonel  
Divisional Commander

Dear Ms. Audrey McAdams:

Each year, The Salvation Army depends on the generosity of the communities in which we serve to sustain our operations. We are grateful for the support we receive from the leaders of Chicagoland's many cities and villages.

Thanks to the cooperation and support we received in 2014, The Salvation Army was able to collect nearly \$15 million in Chicago and its surrounding 5-county area during our annual Red Kettle Campaign. These funds will help us continue to provide a wide range of programs and services to our communities.

It is with great appreciation that we now request your permission to conduct the following event in the public way (sidewalks, intersections, etc.):

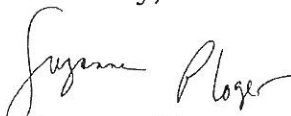
**DONUT DAY**  
**Friday and Saturday, May 29-30 and June 5-6**

We would also like to notify you of our intent to seek permission from private property owners to solicit funds in front of their establishments for our Red Kettle Campaign. (Kettles are not placed in the public way. Please note any additional requirements on the enclosed confirmation form).

**RED KETTLE CAMPAIGN**  
**November 6, 2015-December 24, 2015 (Monday thru Saturday)**

Enclosed is a confirmation form. Please take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please be sure to keep a copy for your records. Fax and email transmittal information is on the form. For any additional information, please feel free to call or email Twyla Brookins: (773) 205-3257 or [Twyla\\_Brookins@usc.salvationarmy.org](mailto:Twyla_Brookins@usc.salvationarmy.org). We look forward to hearing from you soon.

Sincerely,

  
Suzanne Ploger

**STICKNEY-FOREST VIEW LIONS CLUB**

**4126 S. CLINTON AVE.  
STICKNEY, IL 60402**

September 05, 2015

Mrs. Deb Morelli  
Village President  
Stickney, Il 60402

Dear Mrs, Morelli

On Friday October 9th and Saturday October 10th, the Stickney Forest View Lions Club will solicit funds to help humanity. Our primary goal is to eliminate blindness from the world in our lifetime and to help the hearing impaired.

No matter the amount of the donation received, those giving will receive a packet of traditional flavored candy.

We ask that you give us the Village's permission to solicit funds throughout the Streets of the community. As you know, we will be "shaking our cans" and offering candy for a donation.

A copy of the liability insurance is attached.

Thank you in advance for your anticipated permission.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan J. Brinker". The signature is fluid and cursive, with the first name "Alan" being more prominent.

Alan J. Brinker  
Candy Day Chairman 2015  
4126 S. Clinton Ave.  
Stickney, Il 60402  
708-788-4040

# Stickney-Forest View Lions Club

## 62 Years of Service

"Watch  
1-A  
Mushroom"



1952



2014



"LIONISM  
BLOSSOMING  
INTO THE NEW  
MILLENNIUM"

Village of Stickney  
Village Board  
6533 w. Pershing  
Stickney, IL 60402

September 28, 2015

Dear Mayor & Trustees,

I would like to thank Deputy Chief Jaczak, Chief Larry Meyer, and Supervisor Boyajian for their efforts making our Inaugural 5K Run/ Walk a success which went off on Sunday, September 27th without any major issues and was very successful.

The Stickney-Forest View Lions Club is requesting permission to hold the Third Annual Charity 5K Run/Walk for Breast Cancer Research, on Sunday, September 25<sup>th</sup>, 2016 at 8:00am.

We will start and end at 41<sup>st</sup> & Ridgeland at the Pavilion. We will have volunteers man the street corners for the safety of the participants and we should be on the streets no longer than an hour.

I have enclosed a map of the route, which has been successful in the past 5k run in the village. Also enclosed is our proof of liability insurance, it also names the village as "*Also insured*".

We thank you for your consideration, and look forward to serving our village for years to come.

Warm Regards,

A handwritten signature in cursive script.

Lion Dan O'Reilly  
Event Chairman  
708-795-0997