

VILLAGE OF STICKNEY

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



Kathleen Fuentes
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, January 5, 2016

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 reports from the Illinois Department of Transportation
7. Pass and Approve Ordinance 2016-01, "An Ordinance Amending Zoning Ordinance Regarding Notice Requirements for Text Amendments."
8. Pass and Approve Ordinance 2016-02, "An Ordinance Amending Prohibited Parking."
9. Pass and Approve Ordinance 2016-03, "An Ordinance Approving the Disposal of Obsolete Public Works Personal Property."
10. Pass and Approve Ordinance 2016-04, "An Ordinance Amending Chapter 50, Section 50-4 Regarding Effluent Water."
11. Pass and Approve Ordinance 2016-05, "An Ordinance Amending Chapter 22, Section 22-76 Regarding the Sale of Steam or Water Vapor."
12. Approve Resolution 01-2016, "A Resolution Authorizing and Approving a Certain Agreement with Comcast for the Village of Stickney"
13. Approve Resolution 02-2016, "A Resolution Authorizing and Approving a Certain Agreement with Gurtner Plumbing, Inc. for the Village of Stickney."
14. Discussion Pertaining to Vehicle Sticker Rates
15. Report from the Mayor
16. Report from Clerk
17. Trustee Reports/Committee Reports
 - a. Accept the treasurer's report for the month of August, 2015
18. Reports from Department Heads
19. Audience Questions
20. Motion to Adjourn to Closed Session
 - a. Discussion regarding the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5 ILCS 120/2 (c)(1)
21. Motion to Return to Open Session
22. Adjournment

Posted December 30, 2015

December 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, December 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 Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White**

Trustee Milenkovic moved, duly seconded by Trustee Savopoulos, to approve the minutes of the previous regular session on Tuesday, December 1, 2015.

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

Trustee White moved, duly seconded by Trustee Lazansky to accept the report from the Illinois Department of Revenue for sales tax collected for the month of September, 2015 indicating the sum of \$40,864.09.

**Upon the roll call, the following Trustees voted:
Ayes: Trustees Fuentes, 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 Transportation for the month of July, 2015 in the amount of \$17,117.89.

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

Trustee Milenkovic moved, duly seconded by Trustee Lazansky to pass and approve Ordinance No. 2015-21, "An Ordinance Amending Chapter 22, Section 22-76 and Chapter 70, Sections 70-39, 70-40, 70-41, 70-42 and 70-43 of the Municipal Code, Village of Stickney, Illinois Regarding Dumpsters.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Prior to the vote, Trustee White asked if we are changing this just to add a permit fee. Mayor Morelli explained that she had questions that she had gotten regarding the dumpsters from different residents regarding different regulations towards them. There were a lot of them coming up in different areas. She discussed this with the building department as well. We followed with the surrounding areas and we are following what they are doing as well.

Mayor Morelli announced the next agenda item: Discussion and Possible Action of Tax Increment Financing (TIF) Consulting Services—Commercial Corridors Revitalization.

Trustee White moved to give the authority to our village attorney to negotiate with Kane, McKenna and Associates, Inc., duly seconded by Trustee Savopoulos.

Prior to the vote Trustee Lazansky voiced his opinion that he doesn't believe that the amount of money that this would cost us. . . . at this point he asked Trustee Savopoulos how much this would cost us. Trustee Savopoulos responded that it would be \$27,000 to \$32,000. There were unrelated comments made by Trustee Lazansky. Trustee Savopoulos explained that we could collect this money down the road once we have the TIF. Trustee Lazansky remarked that the only TIF he could agree with would be Pershing and Cicero Avenue. The other two locations he felt that they could not comply. Trustee Fuentes felt the same. There were examples of other communities that had TIFs. Trustee Lazansky had issues with those examples. In addition, Trustee Lazansky didn't like the plan of knocking down the Harlem Avenue apartment buildings. Trustee Savopoulos reminded them that you have to look at where businesses would want to come. Trustee Fuentes asked if there were any businesses that were interested. The response was that it was too soon. It takes six months just to get the ball rolling.

Village Attorney Del Galdo clarified the issue by saying this is a six month process. What the board is doing tonight is authorizing him to work out a contract with one of the companies. That contract would come before the board for a vote. If the board approves that contract, then you get into what are the boundaries, what are the TIF districts. . . . displacement may never come into play. All the board is doing is deciding if you want him to negotiate the contract with one of the companies that have responded. Then have the board vote on it. On some future date the board is entitled to vote on what the boundaries should be or should not be. Trustee Lazansky then asked Village Attorney Del Galdo what his fees would be. His response explained that that the \$27,000 to \$32,000 is for a total fee not just a district. His

office has done many TIF districts. It could be one big district or separate districts. It has to legally qualify with criteria. Where you typically put a TIF is in a commercial corridor. If you could find a way to connect it all, it would be one big TIF. You need to have a hearing for each TIF. If it is three, you need to have three separate notices and hearings. His fees are different dependent on circumstances.

Trustee Fuentes asked for clarification of what they would be voting on whether or not you should negotiate a contract. Village Attorney Del Galdo explained that Trustee Savopoulos didn't want to spend the money on legal fees if the majority of the board is not in favor of the study. Between Trustee White and Savopoulos they explained that this should have been done 20 years ago. We have to look for the future. We need to hire these people to see if they could tell us where to place a TIF. Trustee Lazansky asked how many years it would be before we get this money back. He was told by Trustee Savopoulos that it would be five years. More bantering went on concerning the Pershing and Cicero location. Village Attorney Del Galdo explained that if a building is in a TIF district then you can use TIF money for maintenance of public buildings or construction of new public buildings and not replacement of existing building. If the TIF was all of Pershing Road, and it would include the village hall, the village could be an applicant for TIF funds just like anyone else. More examples were given for uses of TIF funds.

Trustee White told the board that we have to do things to move forward. Trustee Lazansky didn't think that the TIF would move things forward.

Upon the roll call, the following Trustees voted:

Ayes: Trustees Hrejsa, Milenkovic, Savopoulos and White

Nays: Trustee Fuentes

Present: Trustee Lazansky

Mayor Morelli declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos to Accept the Memorandum of Understanding between the Village of Stickney and the Illinois Fraternal Order of Police Labor Council on behalf of the Telecommunicator Division.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Morelli declared the motion carried.

Trustee White explained to the audience that this will give our dispatchers the twelve hour shifts that the police officers have.

MAYOR'S REPORT: Mayor Morelli extended a special thank you to the fire department for allowing the senior Christmas luncheon at the station. The firemen were very helpful. She mentioned Trustee Lazansky did the cooking. The mayor then extended Christmas and New Year greetings.

CLERK'S REPORT: The EPA notified the village of a change to the West Cook Transfer Station. She wished Christmas and New Year greetings to all.

TRUSTEE'S REPORTS: Trustee Fuentes thanked all the village residents who donated all the hours for both Christmas parties. She especially thanked Trustee Lazansky for cooking. She served coffee. She mentioned those who donated a DVD player, Mayor Morelli donated a popcorn maker. Trustee Hrejsa donated a 40 inch TV and it was won by Trustee Fuentes' daughter. Finally she was amazed over the 58 coats that were collected in the coat drive. Greetings were given.

Trustee Hrejsa gave holiday greetings.

Trustee Lazansky commended the public works department for the great job they did with the leaf program. He mentioned several people for helping out at the Christmas parties. He also included praise for the repairs that are being done on the police department stairs.

Trustee Lazansky gave the police report for the month of November, 2015. The total number of calls for service; 1,651; Total number of E911 calls received; 449; Arrest by type: Traffic: 95; Village Ordinance Offences: 20; Warrants and Complaints: 10 Parking violations: 153; Total number of arrests/citations issued: 278; Total number of squad miles: 8,552; Total amount of gasoline used: 999.8; Average gas mileage/squad: 8.554.

Ordinance Activity Report for the month of November, 2015. Ordinance Investigations: 340, Business License Investigations: 6, Violation Notices Issued: 8, Miscellaneous Details: 155, S.L.O. Tickets: 1, Parking Citations Issued: 51.

Trustee Milenkovic gave holiday greetings.

Trustee Savopoulos said that he collected two huge boxes of toys for Toys for Tots at his restaurant. The boxes were given by Frank Zefron from Mount Auburn Cemetery. He said he had someone once tell him, "If a municipality has no activity or progress, then it is dying community." "I just want you to know that we are a dying community." "There is nothing going on here."

Trustee White remarked that our state funds are starting to flow. We received five months of our video gaming money. We received three months of our state use tax, and three months of our 9-1-1 money. We collected three out of the five months of motor fuel tax. Shortly we will be all caught up. They will not be holding any of our money. Holiday greetings were given.

DEPARTMENT REPORTS: Police Chief John Sladetz updated us on the mandate to combine our 911 dispatch centers. There is a meeting this Friday in Lyons consisting of many municipalities to discuss this mandate. He mentioned that he has driven 1600 miles back and forth to Springfield these last few months. They haven't scheduled any further meetings. There doesn't seem to be any way to fight this. We are not getting much backing. We have to work on a Plan B of consolidating. It will drop efficiency. Everything will change. He then gave holiday greetings.

Public Works Supervisor Boyajian informed us that the leaf program has ended. There were a few stragglers. Yard waste will start up again on April 1. The cemetery

took down 45 trees that were dead. Public Works will work one half day on Christmas Eve and New Year's Eve. Greetings were given.

Fire Chief Larry Meyer asked people to be safe during these holidays.

Treasurer Kurt Kasnicka reminded us that the administrative offices will be closed on December 24, 25 and January 1.

In addition, the Treasurer addressed the Chicago 2012 Water Rate Ordinance. What that provided for was in 2012 there was a 25% increase, in 2013, 15%, 2014, 15% and in 2015, 15%. What they have in there is a provision in there where as in 2016 and every year thereafter, is an adjustment for water rates. It states the following: "By applying to the previous year's rates of inflation, calculated based on the Consumer Price Index---Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics, Any such annual increase, however, shall be capped at 105% of the previous year's rate. The treasurer did say that they don't have the final Consumer Price Index available at this time. It may be available by June 1. At least we are back to manageable increases.

There being no further business, Trustee White moved, duly seconded by Trustee Fuentes that the meeting be adjourned. Upon which the Board adopted the motion at 7:30 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this of , 2016

Deborah E. Morelli, Village Mayor



MOTOR FUEL TAX
FOR AUGUST, 2015
\$16,492.96

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER OF

[Return Back](#)

Warrant/EFT#: EF 0005705

Fiscal Year: 2016

Issue Date: 12/09/15

Warrant Total: \$16,492.96

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			6MT000851	\$16,492.96

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$16,492.96	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

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CONTACT

📍 201 Statehouse
Springfield, IL 62704

📞 855 IL-ASK-US

✉ Email

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Updated 12/11/15 at 10:53 PM



MOTOR FUEL TAX
FOR SEPTEMBER, 2015
\$ 11,105.93

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER OF

[Return Back](#)

Warrant/EFT#: EF 0007624

Fiscal Year: 2016

Issue Date: 12/10/15

Warrant Total: \$11,105.93

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			6MT001310	\$11,105.93

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$11,105.93	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

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MOTOR FUEL TAX
FOR OCTOBER, 2015
\$ 14,429.96

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER OF

[Return Back](#)

Warrant/EFT#: EF 0011338

Fiscal Year: 2016

Issue Date: 12/15/15

Warrant Total: \$14,429.96

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			6MT001769	\$14,429.96

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$14,429.96	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

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Updated 12/16/15 at 10:37 PM



MOTOR FUEL TAX
FOR NOVEMBER, 2015
\$16,712.42

VENDOR WARRANT DETAIL

STICKNEY VILLAGE TREASURER OF

[Return Back](#)

Warrant/EFT#: EF 0015851

Fiscal Year: 2016

Issue Date: 12/16/15

Warrant Total: \$16,712.42

Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
494 - TRANSPORTATION			6MT002228	\$16,712.42

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$16,712.42	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

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Updated 12/16/15 at 10:37 PM

ORDINANCE NO. 2016-01

**AN ORDINANCE AMENDING SECTIONS 12.10 AND 12.15 OF THE VILLAGE OF STICKNEY
ZONING ORDINANCE – 1980, VILLAGE OF STICKNEY, ILLINOIS REGARDING NOTICE
REQUIREMENTS FOR TEXT AMENDMENTS**

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 12.10 of the Village of Stickney Zoning Ordinance – 1980 (the “Zoning Ordinance”) governs text amendments and map amendments to the Zoning Ordinance, and Section 12.15 of the Zoning Ordinance governs notice requirements for any text amendment or map amendment to the Zoning Ordinance; and

WHEREAS, pursuant to Section 12.10 of the Zoning Ordinance, which vests any member of the Village of Stickney Zoning Board of Appeals (the “ZBA”) with the authority to initiate amendments to the Zoning Ordinance, the Chairman of the ZBA initiated certain text amendments described herein (the “Amendments”) to Sections 12.10 and 12.15 of the Zoning Ordinance; and

WHEREAS, the ZBA held a public hearing, pursuant to proper notice, on the proposed Amendments; and

WHEREAS, based on the testimony given at said public hearing, the ZBA made certain findings of fact and conclusions with respect to the Amendments and made a recommendation to the Village’s Board of Trustees (the “Village Board”) that the Amendments be approved (collectively, the “Findings of Fact and Recommendation”); and

WHEREAS, a copy of the Findings of Fact and Recommendation is attached hereto as Exhibit A and is incorporated herein; and

WHEREAS, the Amendments clarify that the notice requirement for text amendments is the publication of notice in a newspaper in general circulation in the Village in order to ensure that the notice requirements for text and map amendments to the Zoning Ordinance are clear; and

WHEREAS, in light of the above, 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 public interest to adopt the Amendments;

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 Sections 12.10 and 12.15 of the Zoning Ordinance to clarify that the required notice for a text amendment is the publication in a newspaper in general circulation in the Village and to authorize the President or her designee to take all actions necessary to carry out the intent of this Ordinance.

SECTION 3. APPROVAL OF TEXT AMENDMENTS.

The Findings of Fact and Recommendation are hereby adopted. The Village Board concurs with the Findings of Fact and Recommendation and, in accordance with the findings and conclusions stated therein, hereby approves the Amendments, as described below.

**ARTICLE II.
AMENDMENT OF SECTIONS 12.10 AND 12.15 OF THE VILLAGE OF STICKNEY ZONING
ORDINANCE – 1980**

SECTION 4.0. AMENDMENT OF SECTION 12.10.

That the Zoning Ordinance is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Section 12.10, which Section shall be amended as follows:

(a) The regulations and districts established by this ordinance may be amended from time to time by the board of trustees of the Village of Stickney.

Amendments may be initiated by a member of the board of trustees of the Village of Stickney, a member of the zoning board of appeals, or by any person owning or having an interest in property affected by a proposed amendment. Amendments shall be initiated by filing an application with the zoning administrator in such form as required by the zoning administrator.

The application for amendment shall be forwarded to the chairman of the zoning board of appeals who shall cause the zoning board of appeals to conduct a hearing on the proposed amendment. No hearing shall be conducted until after notice has been provided as required ~~in this ordinance~~ by section 12.10(b). After conducting a hearing and making

findings as required herein, the zoning board of appeals shall recommend that the proposed amendment be granted or denied. The recommendation of the zoning board of appeals, together with the record of the hearing and findings, shall be forwarded by the zoning board to the village board within 15 days after the close of the hearing.

After receiving the recommendation from the zoning board of appeals, together with written findings and the record from the hearing on any proposed amendment, the village board shall adopt the proposed amendment, reject the proposed amendment or refer the amendment back to the zoning board for an additional hearing or modification.

If the zoning board recommends that the amendment be adopted and if no zoning protest objecting to the proposed amendment pursuant to section 12.15 of this ordinance is filed, the amendment may be adopted by a majority of the village board. If the proposed amendment is the subject of a protest pursuant to section 12.15 of this ordinance, or if it is not recommended by the zoning board of appeals, the proposed amendment may be adopted only by a favorable vote of two-thirds of the members of the village board then holding office.

(b) (i) Text Amendments. Notice of any hearing conducted relating to a proposed amendment to the text of this ordinance shall be published in a newspaper in general circulation in the Village of Stickney not more than 30 nor less than 15 days before the hearing at which the amendment is considered. The notice shall contain the following information:

- (1) The date and time of the hearing to be conducted by the zoning board of appeals and the location in which said hearing will be conducted.
- (2) A statement describing the text amendment being considered by the zoning board of appeals.

(ii) Map Amendments. Notice of any hearing conducted relating to a proposed amendment to the zoning map (re-zoning) shall be provided as required by section 12.15 of this ordinance.

SECTION 4.1. AMENDMENT OF SECTION 12.15.

That the Zoning Ordinance is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Section 12.15, which Section shall be amended as follows:

Notice of any hearing conducted relating to appeal of a decision of an administrative official, a proposed variation, a proposed map amendment to this ordinance or a proposed special use shall be published in a newspaper in general circulation in the Village of Stickney not more than 30 nor less than 15 days before the hearing at which the appeal, proposed variation, map amendment or special use is considered.

Further, said notice shall be served by the applicant (not more than 30 days or less than 15 days before any such hearing) upon the owners as recorded in the recorder of deeds or the registrar of titles for Cook County, or as appears from the authentic tax records of the county treasurer, of all property within 250 feet in each direction of the location for which the appeal, variation, map amendment or special use is sought; provided that the number of feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the 250 feet requirement. Service of said notice shall be either in person or by registered mail, return receipt requested.

The notice shall contain the following information:

- (1) The legal description and address of the property for which the appeal, variation, map amendment or special use is sought.
- (2) The name and address of the legal and beneficial owner(s) of the property for which the appeal, variation, map amendment or special use is sought.
- (3) The date and time of the hearing to be conducted by the zoning board of appeals and the location in which said hearing will be conducted.
- (4) A statement describing the decision sought and/or variation, map amendment or special use being considered by the zoning board of appeals.

If after a bona fide effort to determine the address of a person entitled to notice, the applicant for any appeal, variation, map amendment or special use, the owner of property on which the notice is served cannot be found at his last known address, or the last mailed notice is returned because the owner cannot be found at his last known address, the notice requirement of this ordinance shall be deemed satisfied. A copy of any notice sent pursuant to this section shall be served upon the zoning administrator.

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

SECTION 5. 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 6. 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 7. 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 8. 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 9. EFFECTIVE DATE.

This Ordinance shall be effective and in full force immediately after its passage and approval.

(Remainder of page left intentionally blank)

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2016.

Audrey McAdams, Village Clerk

EXHIBIT A

Findings of Fact and Recommendation

FINDINGS OF FACT AND RECOMMENDATION OF THE ZONING BOARD OF APPEALS

**RE: TEXT AMENDMENTS TO SECTIONS 12.10 and 12.15 OF THE
VILLAGE OF STICKNEY ZONING ORDINANCE -- 1980 (THE
"ZONING ORDINANCE")**

APPROVAL OF TEXT AMENDMENTS

On or about November 19, 2015, the Village of Stickney Zoning Board of Appeals (the "ZBA") recommended approving certain text amendments to Sections 12.10 and 12.15 of Zoning Ordinance, based on the following:

1. Section 12.10 of the Zoning Ordinance governs "Amendments," including any text amendment or map amendment to the Zoning Ordinance, and Section 12.15 of the Zoning Ordinance governs "Notice," including the notice requirements for any text amendment or map amendment to the Zoning Ordinance;
2. Sections 12.10 and 12.15 of the Zoning Ordinance currently require that notice for any proposed map amendment shall be provided by the publication of such a notice in a newspaper in general circulation in the Village of Stickney (the "Village") not more than 30 nor less than 15 days before the hearing at which the amendment is considered, and that such a notice must be served by the applicant upon the owners of all property within 250 feet in each direction of the location for which the amendment is sought;
3. Although the notice requirement for any proposed text amendment can be satisfied solely by the publication of a newspaper notice, the Zoning Ordinance does not clearly define the notice requirements for proposed text amendments;
4. Pursuant to Section 12.10 of the Zoning Ordinance, which vests any member of the ZBA with the authority to initiate amendments to the Zoning Ordinance, the Chairman of the ZBA initiated certain text amendments described below (the "Amendments") to Sections 12.10 and 12.15 of the Zoning Ordinance in order to clarify that the required notice for a text amendment is solely the publication of a notice in a newspaper in general circulation in the Village of Stickney;
5. Specifically, the Chairman of the ZBA proposed amending Section 12.10 of the Zoning Ordinance as follows (shown by strikethroughs of text to be deleted and underlining of text to be added):

(a) The regulations and districts established by this ordinance may be amended from time to time by the board of trustees of the Village of Stickney.

Amendments may be initiated by a member of the board of trustees of the Village of Stickney, a member of the zoning board of appeals, or by any person owning or having an interest in property affected by a proposed amendment. Amendments shall be initiated by filing an application with the zoning administrator in such form as required by the zoning administrator.

The application for amendment shall be forwarded to the chairman of the zoning board of appeals who shall cause the zoning board of appeals to conduct a hearing on the proposed amendment. No hearing shall be conducted until after notice has been provided as required ~~in this ordinance~~ by section 12.10(b). After conducting a hearing and making findings as required herein, the zoning board of appeals shall recommend that the proposed amendment be granted or denied. The recommendation of the zoning board of appeals, together with the record of the hearing and findings, shall be forwarded by the zoning board to the village board within 15 days after the close of the hearing.

After receiving the recommendation from the zoning board of appeals, together with written findings and the record from the hearing on any proposed amendment, the village board shall adopt the proposed amendment, reject the proposed amendment or refer the amendment back to the zoning board for an additional hearing or modification.

If the zoning board recommends that the amendment be adopted and if no zoning protest objecting to the proposed amendment pursuant to section 12.15 of this ordinance is filed, the amendment may be adopted by a majority of the village board. If the proposed amendment is the subject of a protest pursuant to section 12.15 of this ordinance, or if it is not recommended by the zoning board of appeals, the proposed amendment may be adopted only by a favorable vote of two-thirds of the members of the village board then holding office.

(b) (i) Text Amendments. Notice of any hearing conducted relating to a proposed amendment to the text of this ordinance shall be published in a newspaper in general circulation in the Village of Stickney not more than 30 nor less than 15 days before the hearing at which the amendment is considered. The notice shall contain the following information:

- (1) The date and time of the hearing to be conducted by the zoning board of appeals and the location in which said hearing will be conducted.

- (2) A statement describing the text amendment being considered by the zoning board of appeals.

(ii) Map Amendments. Notice of any hearing conducted relating to a proposed amendment to the zoning map (re-zoning) shall be provided as required by section 12.15 of this ordinance.;

6. The Chairman of the ZBA also proposed amending Section 12.15 of the Zoning Ordinance as follows (shown by strikethroughs of text to be deleted and underlining of text to be added):

Notice of any hearing conducted relating to appeal of a decision of an administrative official, a proposed variation, a proposed map amendment to this ordinance or a proposed special use shall be published in a newspaper in general circulation in the Village of Stickney not more than 30 nor less than 15 days before the hearing at which the appeal, proposed variation, map amendment or special use is considered. Further, said notice shall be served by the applicant (not more than 30 days or less than 15 days before any such hearing) upon the owners as recorded in the recorder of deeds or the registrar of titles for Cook County, or as appears from the authentic tax records of the county treasurer, of all property within 250 feet in each direction of the location for which the appeal, variation, map amendment or special use is sought; provided that the number of feet occupied by all public roads, streets, alleys and other public ways shall be excluded in computing the 250 feet requirement. Service of said notice shall be either in person or by registered mail, return receipt requested.

The notice shall contain the following information:

- (1) The legal description and address of the property for which the appeal, variation, map amendment or special use is sought.
- (2) The name and address of the legal and beneficial owner(s) of the property for which the appeal, variation, map amendment or special use is sought.
- (3) The date and time of the hearing to be conducted by the zoning board of appeals and the location in which said hearing will be conducted.
- (4) A statement describing the decision sought and/or variation, map amendment or special use being considered by the zoning board of appeals.

If after a bona fide effort to determine the address of a person entitled to notice, the applicant for any appeal, variation, map amendment or special use, the owner of property on which the notice is served cannot be found at his last known address, or the last mailed notice is returned because the owner cannot be found at his last known address, the notice requirement of this ordinance shall be deemed satisfied. A copy of any

notice sent pursuant to this section shall be served upon the zoning administrator.;

7. In accordance with the Illinois Compiled Statutes and the Zoning Ordinance, notice of a public hearing regarding the Amendments was published in one or more newspapers in general circulation the Village; and
8. At the abovementioned hearing, credible evidence was presented showing that: (a) the Amendments will allow Village residents to be effectively notified of proposed amendments to the Zoning Ordinance by clarifying that the notice requirements for text amendments is the publication of the notice in a newspaper in general circulation in the Village; (b) that the Amendments will remove ambiguity in the Zoning Ordinance and will ensure that the notice requirements are clear in the event that the Village or other qualified applicant seeks to amend the text of the Zoning Ordinance.; (c) that the Amendments would ensure that the process for amending the Zoning Ordinance will continue to be economical for the Village and for any applicants seeking to amend the text of the Zoning Ordinance; and (d) will allow for the Village to maintain an effective process for the administration of proposed text amendments to the Zoning Ordinance, all of which is in the public interest.

CONCLUSION

Testimony at the public hearing on the proposed Amendments demonstrated that the Amendments would be in the public interest and the best interests of the Village. Accordingly, the ZBA recommends approval of the Amendments.

Chairman of the Zoning Board of Appeals for the Village of Stickney

ORDINANCE NO. 2015-02

AN ORDINANCE AMENDING CHAPTER 14, SEC 14-157 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING PARKING TOTALLY PROHIBITED

Sec. 14-157. - Parking totally prohibited.

It shall be unlawful for any person to park a motor vehicle in any of the following locations:

Cicero Avenue, from 1-55 to 35th Street.

41st Street both sides from Harlem Avenue to the west line of the first alley easterly thereof.

41st Street (the south side) from Harlem Avenue to Home Avenue.

Oak Park Avenue east side between 42nd Street and 43rd Street.

Pershing Road (39th Street) from the intersection of Elmwood Avenue and Pershing Road to a point 20 feet west therefrom.

Pershing Road (39th Street) from the intersection of Scoville Avenue and Pershing Road to a point 20 feet west therefrom.

Pershing Road (39th Street) from the intersection of East Avenue and Pershing Road to a point 20 feet west therefrom.

Pershing Road (39th Street) from the intersection of Wesley Avenue and Pershing Road to a point 20 feet west therefrom.

Pershing Road (39th Street) from the intersection of Grove Avenue and Pershing Road to a point 20 feet west therefrom.

7112 – 7114 W. 41st Street

7036 – 7038 W. 41st Street

7012 – 7014 W. 41st Street

4011 – 4013 S. Home Avenue

4035 – 4037 S. Home Avenue

4235 – 4237 S. Home Avenue

This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED this day of 2016

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

APPROVED by me this day of 2016

Deborah Morelli, President

ATTESTED and filed in my office
this day of 2016

Audrey McAdams, Village Clerk

ORDINANCE NO. 2016- 03

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF OBSOLETE PERSONAL PROPERTY FOR THE VILLAGE OF STICKNEY, ILLINOIS.

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

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

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office is no longer necessary or useful to, or for the best interests of the municipality, such a majority of the corporate authorities then holding office may: (1) authorize, by ordinance, the sale of that personal property in such manner as they may designate, with or without advertising the sale; (2) authorize any municipal officer to convert that personal property into some other form that is useful to the municipality by using the material in the personal property; or (3) authorize any municipal officer to convey or turn in any specified article of personal property as partial payment on a new purchase of any similar article; and

WHEREAS, the Village, as a home rule municipality, also has the authority to dispose of or discard obsolete personal property; and

WHEREAS, the Village's Public Works Department (the "Department") has requested that the Village dispose of or discard certain obsolete personal property that no longer has value to the Village (the "Personal Property"), which is described in a certain document (the "Document"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Department intends to dispose of the Personal Property in a fair and reasonable manner; 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 reviewed the Document and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable, or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Village; and

WHEREAS, to ensure that the Village operates in an efficient and economical manner, it is necessary for the Village and Village employees to have adequate space and functional equipment and personal property; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business, the effective administration of government, and in the best interests of the Village and its residents to authorize the Head of the Department (the "Department Head"), or his or her designee, to sell, dispose of or discard the Personal Property;

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

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this 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 authorize the Department Head or his or her designee to dispose of or discard the Personal Property to help ensure that the Village and Village employees have adequate space and functional equipment and personal property, and to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

SECTION 3. AUTHORIZATION.

The Village Board hereby authorizes and directs the Department Head or his or her designee to dispose of or discard the Personal Property in accordance with the terms of this Ordinance and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President and the Department Head, or designees of the same, to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

**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 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 upon passage and approval.

PASSED this ____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2015.

Deborah Morelli, President

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

Audrey McAdams, Village Clerk

EXHIBIT A

VILLAGE OF STICKNEY

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



Kathleen Fuentes
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

To: Mayor Debroah Morelli

Board of Trustees

Subject: Surplus Equipment

I would like to recommend that the following the following equipment be declared as surplus due to mechanical issues. We will either dispose of vehicles or sell via public auction.

2003 Scag Sabre Tooth Tiger Zero Turning Radius Riding Lawn Mower (Sell)

2000 Ford F250 Pickup Truck w/Plow Attachment (Vin#1FTNF21L6YEB05620) (Dispose)

1995 Ford Econoline Ambulance/Water Department Vehicle (Vin#1FDJE30M3RHB17057) (Sell)

Respectfully Submitted

Jeffrey Boyajian

Public Works Director

ORDINANCE NO. 2016-04

AN ORDINANCE AMENDING CHAPTER 50, SECTION 50-4 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING EFFLUENT WATER

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, liquid effluent water may contain toxic pollutants, as determined by the United States Environmental Protection Agency (the "EPA"), and as set forth on the Toxic Pollutant List promulgated by the EPA; and

WHEREAS, toxic pollutants pose a risk to the health, safety and welfare of Village residents; and

WHEREAS, to protect Village residents from exposure to toxic pollutants, the Corporate Authorities have determined that it is in the best interests of the Village to prohibit the sale, purchase or receipt of effluent water within the Village; 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 50, Section 50-4 of the Municipal Code, Village Of Stickney, Illinois (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 50, Section 50-4 of the Village Code to prohibit the sale, purchase or receipt of effluent water within the Village 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 50, SECTION 50-4 OF THE MUNICIPAL CODE, VILLAGE OF
STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 50, SECTION 50-4.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 50, Section 50-4, which Section shall be amended as follows:

Sec. 50-4. – Reserved Effluent Water

No person shall purchase or receive effluent water within the Village. A fine of \$750.00 shall be imposed for each violation of this Section. Each day that a person purchases or receives effluent water shall be considered a separate violation.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of _____, 2016.

Audrey McAdams, Village Clerk

ORDINANCE NO. 2016-05

**AN ORDINANCE AMENDING CHAPTER 22, SECTION 22-76 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS REGARDING THE SALE OF STEAM OR WATER
VAPOR**

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, the sale of steam or water vapor is a hazardous activity that threatens the health, safety and welfare of Village residents; and

WHEREAS, the Village will incur substantial costs related to the regulation of businesses engaged in the sale of steam or water vapor in order to protect the health, safety and welfare of Village residents; and

WHEREAS, the Corporate Authorities have determined that an annual licensing fee of \$100,000.00 is reasonably calculated to offset the costs incurred by the Village to regulate businesses engaged in the sale of steam or water vapor; 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 22, Section 22-76 of the Municipal Code, Village Of Stickney, Illinois (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 22, Section 22-76 of the Village Code to impose a license fee on businesses engaged in the sale of steam or water vapor 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 22, SECTION 22-76 OF THE MUNICIPAL CODE, VILLAGE OF
STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 22, SECTION 22-76.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 22, Section 22-76, which Section shall be amended as follows:

S

Scavengers500.00

Sewer; drain layer100.00

Plus \$10,000.00 bond* to secure compliance with the village Code and
evidence of public liability insurance in limits of \$100,000.00/\$300,000.00

Sheet metal contractor100.00

Plus \$10,000.00 bond* to secure compliance with the village Code and
evidence of public liability insurance in limits of \$100,000.00/\$300,000.00

Steam or water vapor, sale of 100,000.00

Plus \$10,000.00 bond* to secure compliance with the village Code and
evidence of public liability insurance in limits of \$100,000.00/\$300,000.00

Structural iron, wood, cement100.00

Plus \$10,000.00 bond* to secure compliance with the village Code and
evidence of public liability insurance in limits of \$100,000.00/\$300,000.00

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

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

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

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of _____, 2016.

Audrey McAdams, Village Clerk

RESOLUTION NO. 01-2016

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
COMCAST FOR THE VILLAGE OF STICKNEY**

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

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

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to keeping residents informed about important developments within the Village and throughout the world; and

WHEREAS, Comcast of Illinois/Indiana ("Comcast") has provided a Franchise Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby the Village will grant Comcast a nonexclusive franchise so that Comcast may construct, maintain and operate a cable system in the public ways of 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; and

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 the Village will grant Comcast a nonexclusive franchise so that Comcast may construct, maintain and operate a cable system in the public ways of 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, 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 _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2016.

Audrey McAdams, Village Clerk

EXHIBIT A

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF STICKNEY, ILLINOIS
And
COMCAST OF ILLINOIS/INDIANA**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Stickney, Illinois (hereinafter, the "Village") and Comcast of Illinois/Indiana, (hereinafter, "Grantee") this ____ day of _____, 2015 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village's home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment

income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” shall mean, pursuant and in addition to the Village’s Right of Way Ordinance (Chapter 86, Article IV, entitled “Construction of Utility Facilities in the Rights-of-Way” of the Municipal Code of the Village of Stickney), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Village” means the Village of Stickney, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances,

attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Intentionally Omitted.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 86, Article IV, entitled "Construction of Utility Facilities in the Rights-of-Way" of the Municipal Code of the Village of Stickney as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal

utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or

previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus

materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Section 86-302 of the Village of Stickney Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased

Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 86-258 of the Village of Stickney Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with

respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the Village, its officers, employees and agents.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Enforcement of Franchise

8.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

8.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

8.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 8.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

8.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

8.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such

objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

8.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 8, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 86-302 of the Village of Stickney Municipal Code; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 86, Article IV, of the Municipal Code of the Village of Stickney, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 9: Miscellaneous Provisions

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return

receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Stickney
6533 Pershing Road
Stickney, IL 60402

ATTN: Village Mayor

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, IL 60126

ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this Agreement, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

9.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

9.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and

effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

9.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

9.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

9.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

9.12. Immunity. By entering into this Agreement, the Village 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.*).

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Stickney:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Illinois/Indiana

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 02 -2016

**A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH
GURTNER PLUMBING, 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, Gurtner Plumbing, Inc. ("Gurtner") previously performed plumbing work in the Village; and

WHEREAS, as a result of Gurtner's activities, a water main owned by the Village was damaged; and

WHEREAS, the Village expended funds to repair the water main; and

WHEREAS, there exists a certain agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions whereby Gurtner will pay the costs of the repairs to the water main to the Village; 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; and

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 Gurtner will pay the costs of the repairs to the water main 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 ____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2016.

Deborah Morelli, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2016.

Audrey McAdams, Village Clerk

EXHIBIT A

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT (the "Agreement") is made and effective this ____ day of December, 2015 (the "Effective Date") by and between **Gurtner Plumbing, Inc.**, ("Gurtner") an Illinois corporation, and the **Village of Stickney**, an Illinois municipal corporation (the "Village"). (Gurtner and the Village are from time to time hereinafter referred to individually as a "Party" and together as the "Parties.")

R E C I T A L S:

WHEREAS, Gurtner is currently registered to do business in the Village (the "Business License"); and

WHEREAS, Gurtner performed certain plumbing and/or sewer repair work at 4412 Kenilworth Avenue, Stickney, Illinois (the "Property") on or around May 1, 2015; and

WHEREAS, as a result of Gurtner's activities at the Property, the Village's water main suffered damage (the "Damage") at or near the Property; and

WHEREAS, the Village obtained the services of another plumber to repair said Damage at a cost of \$2,325.00 (the "Repairs") and a copy of the invoice for said repair work is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Gurtner hereby acknowledges and agrees that it is indebted to the Village for the cost of the Repairs in the amount of \$2,235.00 as a debt due and owing to the Village; and

WHEREAS, the Parties desire to enter into this Agreement whereby Gurtner will pay the cost of the Repairs to the Village to clear its debt owed to the Village; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The statements set forth in the recitals to this Agreement are true and correct and are incorporated herein as if set forth in full.

2. Payments. Beginning on December 1, 2015, Gurtner shall pay directly to the Village One Hundred Ninety-Three and 75/100 U.S. Dollars (\$193.75) by the 1st day of each calendar month. In the event that any balance for the cost of the Repairs remains due and owing as of December 1, 2016, Gurtner shall pay over to the Village the entire outstanding balance for the cost of the Repairs on said date.

3. Term. The payment arrangement described in Section 2, above, shall continue until the earlier of (a) the payment in full of the cost of the Repairs, or (b) one (1) year from the Effective Date.

4. Notification of Satisfaction of Delinquency. The Village shall notify Gurtner in writing when the cost of the Repairs has been fully satisfied.

5. Default; Remedies. It shall be an event of default if any payment required pursuant to Section 2 of this Agreement is not received by the Village by 7th day of the calendar month in which it is due. In an event of default, time being of the essence, and said event of default constituting a violation of a validly passed ordinance of the Village, the Village may

a. Without notice or demand, declare the entire principal sum then unpaid immediately due and payable as a debt to the Village;

b. Without notice, revoke Gurtner's Business License based on the debt due and owing to the Village. Gurtner hereby agrees to the waiver of any due process rights or procedures regarding the revocation of its Business License, including its right to notice and/or a hearing for said revocation. Upon revocation as set forth in this Section, Gurtner shall not be eligible to apply for or receive a new Business License for a period of three (3) years from the date of revocation; and/or

c. Pursue any other rights available to the Village at law and equity.

7. Notices. All notices hereunder shall be in writing and shall be deemed to have been received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission, or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notices shall be sent to the addresses set forth below, or to such address as either Party may specify in writing.

Gurtner: Gurtner Plumbing, Inc.
7702 W. 43rd Street
Lyons, Illinois 60534
Attn: Timothy Gurtner

Village: Village of Stickney
6533 Pershing Road
Stickney, Illinois 60402
Attn: Village Attorney

8. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereunder, and cannot be amended or modified except by written instrument executed by both Parties.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action or claim arising out of or related to this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which is to be deemed an original, and which together constitute one and the same instrument.

11. Severability. If at any time subsequent to the date hereof any provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement.

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

GURTNER PLUMBING, INC.

By:



Its: _____

VILLAGE OF STICKNEY

By: _____

Its: _____