

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 6th day of January, 2016.

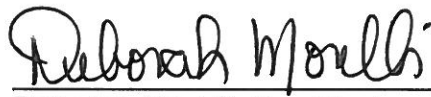
AYES: Trustees Fuentes, Hrejsa, Lazansky, Milenkovic, Savopoulos and White

NAYS:

ABSENT:

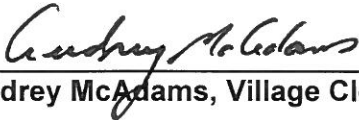
ABSTENTION:

APPROVED by me this 6th day of January, 2016.



Deborah Morelli, President

ATTESTED AND FILED in my
office this 6th day of
January, 2016.



Audrey McAdams, Village Clerk

EXHIBIT A

A & F Sewer Company, Inc.

6625 W. 26th Street

Berwyn, IL 60402

Invoice

Cell: 708-372-8420

Fax: 815-609-4085

Bill To:

Village of Stickney

6533 W. Pershing Rd.

Stickney, IL 60402-4018

Job Location:4412
~~4416~~ Kenilworth Ave
Stickney

| Date | Invoice No. | P.O. Number | Terms | Due Date |
|----------|-------------|-------------|--------|----------|
| 05/23/15 | 2837 | | Net 30 | 06/22/15 |

| Description | Quantity | Rate | Amount |
|---|----------|----------|----------|
| May 6, 2015 | | | |
| Excavate to freeze line and repair and install new shutoff on water service | | 2,325.00 | 2,325.00 |
| Job Complete | | | |
| 9950 90 04-013-005 | | | |

Thank you for your business.

| | |
|-------------------------|------------|
| Total | \$2,325.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,325.00 |

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT (the "Agreement") is made and effective this 6th day of January, 2016 (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 \$2,325.00 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: *Dorothy Morelli*

Its: _____