

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, November 3, 2015

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve the Resolution Appropriating \$80,450.00 of Motor Fuel funds for Maintenance for the 2015 General Maintenance -Rock Salt--MFT Section No. 15-00000-00—GM
7. Pass and Approve Ordinance 2015-18, "An Ordinance Authorizing and Approving a Certain Agreement with Chicago Eye Consultants for the Village of Stickney."
8. Grant Permission to The Stickney-Forest View Lions Club to conduct a Holiday Lights Recycling for Sight event in the Village of Stickney Including Permission to Distribute Promotional Fliers
9. Report from the Mayor
10. Report from Clerk
11. Trustee Reports/Committee Reports
 - a. Accept Treasurer's Report for the Month of July, 2015
12. Reports from Department Heads
13. Audience Questions
14. Motion to Adjourn to Closed Session:
 - a. Discussion Regarding Probable and Imminent Litigation Pursuant to Section 2 (c) (11) of the Open Meetings Act. 5 ILCS 120/2 (c) (11) 2014
15. Motion to Return to Open Session
16. Adjournment

Posted October 29, 2015

October 20, 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, October 20, 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, October 6, 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 Savopoulos to accept the report from the Illinois Department of Revenue for sales tax collected for the month of July, 2015 indicating the sum of \$41,680.85.

**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 Lazansky moved, duly seconded by Trustee White to accept the Annual Treasurer's Report.

**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 Hrejsa moved, duly seconded by Trustee Milenkovic to pass and approve Ordinance 2015-17, "An Ordinance Amending Chapter 90, Section 90-61 as it pertains to Tree Removal."

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.

MAYOR'S REPORT: Mayor Morelli gave the Trick or Treat information.

CLERK'S REPORT: The clerk brought to the attention of the audience that we are missing a person who was a constant who always attended the meetings. Bea Callahan died unexpectedly. We are going to miss her. She did a lot of good research and asked legitimately good questions. The clerk respected the fact that she was always at the meetings.

TRUSTEE'S REPORTS: Trustee Fuentes announced the Morton College night on Thursday, November 12, 2015 from 4:00 to 8:00 p.m. Representatives from financial aid, admissions, and continuing education department will be available. There will be handouts available. Non-credit classes will be discussed.

Trustee Hrejsa enlightened us on the upcoming Parks and Recreation activity. There will be a movie at the recreation center on November 14, at 6:30 p.m. The movie will be "The Lego Movie". She also mentioned that the Stickney Recreation Center is available for rentals.

Trustee Milenkovic announced the next meeting of the Midway Noise Compatibility Commission will be on October 22, 2015 at 6:30. It will be held at the Mayfair located at 6072 S. Archer in Chicago. Anyone is allowed to attend. The troop donations are still being collected. The collection will be delivered at the end of November.

Trustee White updated us on our municipal fuel tax that we passed a couple of months ago. He mentioned that we have two gas stations in our village. We received the first check from Tuxedo Junction for a sum of \$11,250.00 for the month of September. At this time, we haven't received a check from Shell. He expected to be approximately one half of the amount that Tuxedo Junction produced. He estimated that we should be able to add \$12,000 to \$16,000 each month.

DEPARTMENT REPORTS: Police Chief John Sladetz mentioned the death of former Sergeant Bob Mack who retired 14 years ago. He had some medical issues. In addition he mentioned a recent bulletin concerning home repair fraud. He warned people to become defensive over contractors who ask for a hefty deposit up front. He suggested that you should shop for another contractor. He suggested that people call the police if they have questions about a shady contractor. The Chief also spoke about the activity going on in the police department. They had a film crew around the station today. TVM Productions was filming a pilot called "The Chicago Project". All this activity throughout the day was for a 12-minute TV segment. All went smoothly.

Fire Chief Larry Meyer warned people of a mail scam concerning a realistic check. He noted that on November 1, the clocks need to be turned back. It is also a good time to replace the batteries in your smoke detectors.

Treasurer Kurt Kasnicka addressed the annual treasurer's report. The publication will be printed in the *Berwyn Suburban Life Newspaper*. He offered to print a copy of the report for those who are interested. The report is for fiscal year ending April 30, 2015. It contains the actual receipts and actual disbursement for vendors and employees. There is a summary of operations that is reported on the modified accrual basis. The water fund is reported on the accrual basis. If you are trying to look at the receipts in revenues and wonder what the difference is, that is why there is difference.

There being no further business, Trustee Lazansky moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:14 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this _____, 2015

Deborah E. Morelli, Village Mayor



Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

*Civil Engineers/
Municipal Consultants*

October 27, 2015

Hon. President & Board of Trustees
Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402

Re: **2015 MFT Maintenance – Rock Salt**
MFT Section No. 15-00000-00-GM

Gentlemen:

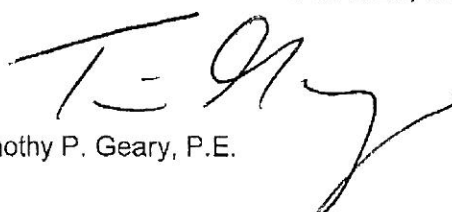
I have enclosed the following documents for your review and Board approval, for the above-captioned project:

- 1) Four (4) copies of the "Maintenance Engineering Agreement for MFT Funds". If this Agreement meets your approval, the Village President should sign all copies as indicated.
- 2) Two (2) copies of a "Resolution for Maintenance", which appropriates \$80,450.00 of MFT funds for the purchase of rock salt. All copies should be signed and sealed by the Clerk after Board approval.
- 3) Four (4) copies of the "Municipal Estimate of Maintenance Costs", which should be signed by the Village President.

If these documents meet with your approval, please execute as indicated, and return all copies to our office for submittal to IDOT. Please contact me should you have any questions regarding this project.

Sincerely,

FRANK NOVOTNY & ASSOCIATES, INC.


Timothy P. Geary, P.E.

TPG/ce
Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
Mr. Kurt Kasnicka, Treasurer, w/Enc.
File No. 14184



Illinois Department of Transportation

Maintenance Engineering to be Performed by a Consulting Engineer (to be attached to BLR 14231 or BLR 14221)

Local Agency Village of Stickney
Section Number 15-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
<input type="checkbox"/> > \$20,000	\$1,250.00
<input checked="" type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	\$1,250.00

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		

By: _____
Local Agency Official Signature

By: _____
Consulting Engineer Signature

Deborah Morelli, President
Title

Timothy P. Geary, P.E.
Title

P.E. Seal

Date

10/20/2015
Date

P.E. License
Expiration Date



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the _____ President & Board of Trustees _____ of the
(Council or President and Board of Trustees)
Village _____ of Stickney _____, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$80,450.00 _____ of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2014
(Date)
to April 30, 2015
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg _____, Illinois.

I, Audrey McAdams _____ Clerk in and for the Village _____
(City, Town or Village)
of Stickney _____, County of Cook _____

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President & Board of Trustees _____ at a meeting on November 3, 2015
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of November, 2015 .

(SEAL) _____ Village _____ Clerk
(City, Town or Village)

Approved
_____ Regional Engineer Department of Transportation
_____ Date



Municipality: Village of Stickney
Section Number: 15 - 00000 - 00 - GM

Maintenance Period 5/1/2014 to 4/30/2015

[illegible]

Approved:

Regional Engineer

Date _____

ORDINANCE NO. 2015-18

AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN AGREEMENT WITH CHICAGO EYE CONSULTANTS 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 is the owner of certain real property located on 44th Street between Maple Avenue and Harlem Avenue (the "Property"); and

WHEREAS, Chicago Eye Consultants, an Illinois corporation, ("CEC") operates a clinic at 4401 Harlem Avenue, Stickney, Illinois which is located near the Property; and

WHEREAS, CEC has requested that CEC be permitted to improve the Property to make it suitable for ten (10) or more paved parking spaces and has also requested the use of the Property during certain hours for employee and patient parking; and

WHEREAS, the Property will be made available for public parking during hours when CEC does not require the use of the Property for the operation of its business; and

WHEREAS, there exists a certain license agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which CEC will be granted a license to improve and use the Property for employee and patient parking during certain hours; 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 that there is adequate parking for Village residents and visitors as well as supporting the local economy; and

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

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

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: PURPOSE. The purpose of this Ordinance is to authorize the President or her designee to enter into the Agreement whereby CEC will be granted a license to improve and use the Property for employee and patient parking during certain hours, and to further authorize

the President or her designee to take all steps necessary to carry out the terms and intent of this Ordinance 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 Ordinance. 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 Ordinance. 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 Ordinance and shall take all action necessary in conformity therewith.

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

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

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

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

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____ 2015 (the "Effective Date"), by and between the VILLAGE OF STICKNEY, Illinois, an Illinois municipal corporation, whose address is 6533 Pershing Road, Illinois, 60402 (hereinafter referred to as the "Village"), and CHICAGO EYE CONSULTANTS, an Illinois corporation, whose address is 4401 S. Harlem Avenue, Stickney, Illinois, 60402 (hereinafter referred to as "Chicago Eye Consultants"). The Village and Chicago Eye Consultants may be referred to individually as a "Party" or collectively as the "Parties."

R E C I T A L S

WHEREAS, the Village owns and/or controls the vacant property parkway located at [to be inserted by licensee and confirmed by Village], Stickney, Illinois 60402 (the "Premises"); and

WHEREAS, Chicago Eye Consultants is an Illinois corporation that provides medical services; and

WHEREAS, Chicago Eye Consultants desire to use the Premises for parking for employees and/or patients (the "Intended Use"); and

WHEREAS, the Village is committed to the growth of the local economy; and

WHEREAS, subject to the terms and conditions of this Agreement, the Village desires to grant to Chicago Eye Consultants, and Chicago Eye Consultants desire to receive from the Village, the License (as defined herein) to utilize the Premises for the Intended Use; and

NOW, THEREFORE, for Ten and No/100 U.S. Dollars (\$10.00) and in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I- INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are incorporated into this Agreement by reference and made a part hereof.

ARTICLE II - GRANT OF LICENSE; CONSTRUCTION; USE.

Section 1. Grant of License. Subject to the terms, conditions and limitations contained in this Agreement, the Village hereby grants to Chicago Eye Consultants a non-exclusive,

revocable, temporary license for the purpose of allowing Chicago Eye Consultants to improve and maintain the Premises for the Intended Use (the "License"). The License is revocable by the Village upon providing thirty (30) days notice to Chicago Eye Consultants of the Village's intent to terminate. The Village hereby retains a right of entry onto the Premises during the Term (as defined herein). The License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record. Chicago Eye Consultants agrees to use the Premises solely for the Intended Use and shall not erect any buildings or structures without the written consent of the Village. Chicago Eye Consultants hereby accept the Premises in an "AS IS" "WHERE IS" condition.

Section 2. Improvements by Chicago Eye Consultants. Chicago Eye Consultants hereby covenant and agree to improve the Premises or to contract to ensure the improvement of the Premises by the construction of not fewer than ten (10) paved parking spaces within one hundred and twenty (120) days of the Effective Date of this Agreement. Chicago Eye Consultants shall obtain all certificates, permits, licenses, and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Premises and shall keep the same in full force and effect at Chicago Eye Consultants' cost. Chicago Eye Consultants shall negotiate and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the Premises at Chicago Eye Consultants' cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one (1) year following the date of completion of construction. Chicago Eye Consultants shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice. During the course of construction, Chicago Eye Consultants shall, at Chicago Eye Consultants' cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Chicago Eye Consultants with the proceeds from insurance thereon payable to the Village. Upon completion of construction, Chicago Eye Consultants shall, at Chicago Eye Consultants' cost, obtain all permits or licenses necessary for the occupancy and/or use of the improvements and the operation of the same as set out herein and shall keep the same in force. Nothing herein shall alter the intent of the parties that Chicago Eye Consultants shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the Premises and for the payment of all costs associated therewith and maintenance of the Premises regarding the aforementioned permitted uses explicitly set forth in this License, including in the event of early termination of this Agreement. The Village shall be under no duty to investigate or verify Chicago Eye Consultants' compliance with the provision herein, but reserves the right to do so. Moreover, neither Chicago Eye Consultants nor any third party may construe the permission granted to Chicago Eye Consultants hereunder to create any responsibility on the part of the Village to pay for any improvements, alterations, or repairs occasioned by

Chicago Eye Consultants. Chicago Eye Consultants shall keep the Premises free and clear of all liens and, should Chicago Eye Consultants fail to do so, or to have any liens removed from the Premises within fourteen (14) days of notification to do so by the Village, in addition to all other remedies available to the Village, Chicago Eye Consultants shall indemnify and hold the Village harmless for one hundred and fifty percent (150%) of all costs and expenses, including attorney's fees, occasioned by the Village in having said lien removed from the Premises. The obligations imposed by this Section shall survive the termination of this Agreement.

Section 3. Utilities and Maintenance. Chicago Eye Consultants shall bear all financial responsibility for the maintenance and repair for the Premises as set forth herein and in Article VII. Specifically, Chicago Eye Consultants shall be responsible for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, snow and ice removal, and other services incident to the use of the Premises (the "Utilities"), without contribution by the Village. Chicago Eye Consultants shall ensure that the Intended Use of the Premises shall not interfere with ongoing operations of the Village. At all times, Chicago Eye Consultants shall ensure the prompt removal of ice and snow from the Premises to allow for both the Intended Use and public use of the Parking Lot (as defined herein).

Section 4. Signage; Intended Use; Chicago Eye Consultants; Village. Chicago Eye Consultants shall, at their sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, signs on the Premises, including signs regarding the hours of public and non-public parking, providing that Chicago Eye Consultants shall remove any such signs upon termination of this License, and repair all damage occasioned thereby to the Premises. The Premises may be occupied and used by Chicago Eye Consultants as an employee and/or patient parking lot, to be known (during the term of this License) as the "Parking Lot." Chicago Eye Consultants may utilize the Parking Lot between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, or any other hours of business operation. Nothing herein shall give Chicago Eye Consultants the right to use the property for any other purpose or to sublease, assign, or license the use of the property to any sub-lessee, assignee, or licensee, which or who shall use the property for any other use (except as implicitly permitted herein). Chicago Eye Consultants hereby covenant and agree to permit public parking in the Parking Lot between the hours of 7:00 p.m. and 7:00 a.m. Monday through Saturday and all day on Sunday, or any other hours during which Chicago Eye Consultants do not require the Parking Lot for employee and/or patient parking. Upon request by Chicago Eye Consultants, the Village may ticket any vehicle located on the Premises in violation of posted hours for public parking. Notwithstanding the foregoing, the Village shall have no duty or obligation to patrol or monitor the Parking Lot during public parking hours. In the event that vehicles must be towed or booted for violations of parking hour restrictions or any other cause, Chicago Eye Consultants shall be solely responsible for towing, booting or the use of other enforcement mechanisms associated therewith.

ARTICLE III - LICENSE TERM

The term of this Agreement shall begin on the Effective Date and shall terminate one (1) calendar year from the Effective Date hereof unless otherwise terminated by the Village as set forth in this Agreement. Notwithstanding any other provision to the contrary in this Agreement, the Village shall have the complete and unfettered right to terminate this Agreement with thirty (30) days written notice of its intention to terminate. In the event of the early termination of this Agreement, all obligations hereunder shall thereafter be prorated in accord with the early termination date. Notwithstanding the foregoing, Chicago Eye Consultants shall have no right to repayment of any License Fees (as defined below) or any improvement costs for the Premises.

ARTICLE IV - EXTENSIONS

The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

ARTICLE V - DETERMINATION OF LICENSE FEES

Chicago Eye Consultants agree to pay the Village and the Village agrees to accept, during the term hereof, at such place as the Village shall from time to time direct by notice to Chicago Eye Consultants, license fees at the following rates and times:

Section 1. License Fees. The fees for the term of the License shall be Ten and no/100 U.S. Dollars (\$10.00) per parking space on the Premises per month (the "License Fees").

Section 2. Payment of License Fees. The License Fees shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly fees, which shall be Ten and no/U.S. Dollars (\$10.00) per parking space created on the Premises per month. The License Fees shall be due on the first day of each and every calendar month during the term hereof, and *pro rata* for the fractional portion of any month. A late fee in the amount of One Hundred and no/100 Dollars (\$100.00) shall be assessed if payment is not postmarked or received by the Village on or before the tenth day of each month.

ARTICLE VI - TAXES

Section 1. Personal Property Taxes. Chicago Eye Consultants shall be liable for all taxes levied against any license interest of Chicago Eye Consultants or personal property and trade fixtures owned or placed by Chicago Eye Consultants on the Premises.

Section 2. Real Estate Taxes. During the continuance of this License, the Village shall deliver to Chicago Eye Consultants a copy of any real estate taxes and assessments against the Premises. From and after the Effective Date, Chicago Eye Consultants shall pay to the Village not later than twenty-one (21) days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Premises,

together with any interest and penalties lawfully imposed thereon as a result of Chicago Eye Consultants' late payment thereof, which shall be levied upon the Premises during the term of this License.

Section 3. Contest of Taxes. Chicago Eye Consultants, at their own cost and expense, may, if they shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. Chicago Eye Consultants may, if they shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Premises for tax purposes. In any such event, if the Village agrees, at the request of Chicago Eye Consultants, to join with Chicago Eye Consultants at Chicago Eye Consultants' expense in said proceedings and the Village agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, Chicago Eye Consultants shall have the right to contest the amount of any such tax and Chicago Eye Consultants shall have the right to withhold payment of any such tax, if the statute under which Chicago Eye Consultants is contesting such tax so permits.

Section 4. Payment of Ordinary Assessments. Chicago Eye Consultants shall pay all assessments, ordinary and extraordinary, attributable to or against the Premises not later than twenty-one (21) days after the day on which the same became initially due. Chicago Eye Consultants may take the benefit of any law allowing assessments to be paid in installments and in such event Chicago Eye Consultants shall only be liable for such installments of assessments due during the term hereof.

Section 5. Changes in Method of Taxation. The Village and Chicago Eye Consultants further agree that if at any time during the term of this License, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Premises or on the rents derived therefrom and imposed upon the Village, then Chicago Eye Consultants shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this License shall require Chicago Eye Consultants to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Village, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

ARTICLE VII - OBLIGATIONS FOR REPAIRS

Section 1. Chicago Eye Consultants' Repairs. Chicago Eye Consultants shall improve, repair and maintain the Premises in good order and condition, except for reasonable wear and tear. Chicago Eye Consultants shall have the sole and exclusive responsibility and shall bear all costs associated with the construction, installation, maintenance, and repair of any improvement installed or constructed on the Premises by Chicago Eye

Consultants, including, but not limited to, parking surfaces, signs, paint, landscaping, and light fixtures. In the event of an early termination or the expiration of this Agreement, Chicago Eye Consultants shall have no recourse against the Village for the improvements to the Premises, including construction of the Parking Lot, or any costs associated therewith.

Section 2. Chicago Eye Consultants' Alterations. Chicago Eye Consultants shall have the right, at its sole expense, from time to time, to improve the Premises to make it suitable for the Intended Use, including, but not limited to, paving the Premises. All plans for improvements of the Premises must be approved in writing by the Village. Chicago Eye Consultants shall not undertake such alterations and changes that impair the structural soundness or diminish the value of the Premises. The Village shall execute and deliver upon the request of Chicago Eye Consultants such instrument or instruments embodying the approval of the Village which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to or upon the Premises and Chicago Eye Consultants agrees to pay for such licenses or permits.

ARTICLE VIII - CHICAGO EYE CONSULTANTS' COVENANTS

Chicago Eye Consultants:

- a. Shall construct or ensure the construction of a minimum of ten (10) paved parking spaces on the Premises within one hundred and twenty (120) days of the Effective Date of this Agreement;
- b. Shall procure any licenses and permits required for any use made of the Premises by Chicago Eye Consultants, and upon the expiration or termination of this License, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to the Village the Premises in good order, repair, and condition in all respects, excepting only reasonable wear and tear;
- c. Shall permit public parking on the Premises during hours when Chicago Eye Consultants do not require the use of the Parking Lot for the Intended Use;
- d. Shall permit the Village and its agents to examine the Premises at reasonable times, provided that the Village shall not thereby unreasonably interfere with the conduct of Chicago Eye Consultants' business;
- e. Shall permit the Village to enter the Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this License;
- f. Shall perform all maintenance and repairs to the Premises in accordance with the terms and conditions of this Agreement; and
- g. Shall perform all other obligations set forth in this Agreement.

ARTICLE IX – RISK MANAGEMENT

The Parties hereby acknowledge and agree that liability for incidents or causes of action occurring on the Premises or arising from the use of the Premises shall be assigned as set forth herein:

Section 1. Indemnity by Chicago Eye Consultants. Chicago Eye Consultants shall hold the Village harmless and indemnify the Village from all injury, loss, claims, or damage to any person or property while on the Premises during non-public parking hours, unless caused by the willful acts or omissions or gross negligence of the Village, its employees, agents, licensees, or contractors. Chicago Eye Consultants shall further hold the Village harmless and indemnify the Village from all injury, loss, claims, or damage to any person or property while on the Premises during public parking hours for any liability or claim arising from any act or omission that furthers the Intended Use, including but not limited to employee or patient parking on or use of the Premises during public parking hours. Chicago Eye Consultants shall maintain, with respect to the Premises, public liability insurance with limits of not less than One Million and no/100 U.S. Dollars (\$1,000,000.00) for injury or death from one accident, Two Hundred and Fifty Thousand and no/100 U.S. Dollars (\$250,000.00) automobile liability insurance, and Two Hundred and Fifty Thousand and no/100 U.S. Dollars (\$250,000.00) property damage insurance, insuring the Village and Chicago Eye Consultants against injury to persons or damage to property on or about the Premises as set forth herein. Chicago Eye Consultants shall ensure that the Village is named as an additional insured in all insurance policies described herein. Copies of the policies or certificates of insurance shall be delivered to the Village within ten (10) business days after the Effective Date and no such policy shall be cancelable without ten (10) days prior written notice to the Village.

Section 2. Indemnity by Village. The Village shall hold the Chicago Eye Consultants harmless and indemnify Chicago Eye Consultants from all injury, loss, claims, or damage to any person or property while on the Premises during public parking hours, unless caused by the willful acts or omissions or gross negligence of Chicago Eye Consultants, its employees, agents, licensees, or contractors. The Village shall maintain, with respect to the Premises, liability insurance for injury or death, automobile liability insurance, and property damage insurance, as may be applicable, insuring the Village and Chicago Eye Consultants against injury to persons or damage to property on or about the Premises during public parking hours. Notwithstanding the foregoing, 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.*).

ARTICLE X - DEFAULT

Section 1. Village's Remedies. In the event that Chicago Eye Consultants defaults on any obligation set forth in this Agreement, the Village may:

- a. Terminate this License by giving Chicago Eye Consultants thirty (30) days notice of termination, in which event this License shall expire and terminate on the date specified in such notice of termination and all rights of Chicago Eye Consultants under this License and in and to the Premises shall expire and terminate, and Chicago Eye Consultants shall remain liable for all obligations under this License arising up to the date of such termination, and Chicago Eye Consultants shall surrender the Premises to the Village on the date specified in such notice; or
- b. Terminate this License as provided herein and recover from Chicago Eye Consultants all damages the Village may incur by reason of Chicago Eye Consultants' default.
- c. Without terminating this License, declare immediately due and payable all License Fees and other amounts due and coming due under this License for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; or
- d. Allow the Premises to remain unoccupied and collect License Fees from Chicago Eye Consultants as they comes due; or
- e. Pursue such other remedies as are available at law or equity.
- f. The Village's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this License or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Chicago Eye Consultants to withhold any payments under this License.

Section 2. Village's Self Help. If in the performance or observance of any agreement or condition in this License contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from the Village specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), the Village may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Chicago Eye Consultants, and any amount paid or contractual liability incurred by the Village in so doing shall be deemed paid or incurred for the account of Chicago Eye Consultants and Chicago Eye Consultants agrees to reimburse the Village for one hundred and fifty percent of the Village's costs and expenses, including attorney's fees, (150%) therefore and hold the Village harmless therefrom. Provided, however, that the Village may cure any such default as aforesaid prior to the

expiration of said waiting period, without notice to Chicago Eye Consultants if any emergency situation exists, or after notice to Chicago Eye Consultants, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or the Village's interest therein, or to prevent injury or damage to persons or property. If Chicago Eye Consultants shall fail to reimburse the Village upon demand for any amount paid for the account of Chicago Eye Consultants hereunder, said amount shall be added to and become due as a part of the next payment of License Fees due and shall for all purposes be deemed and treated as License Fees hereunder.

Section 3. Police Powers. Notwithstanding the foregoing, the Village does not waive its right to exercise its municipal police powers. In the event of *bona fide* emergency, the Village may immediately terminate this Agreement without prior notice to Chicago Eye Consultants.

ARTICLE XI - MISCELLANEOUS

Section 1. Assignment and Subletting. Under the terms and conditions hereunder, Chicago Eye Consultants shall have no right to transfer and assign this License or to sublet all or any portion of the Premises except upon the written approval of the Village, which shall not be unreasonably withheld.

Section 2. Fixtures. All personal property, furnishings, and equipment presently installed and all other trade fixtures installed in or hereafter by or at the expense of Chicago Eye Consultants and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Premises and used in the operation of Chicago Eye Consultants' business made to, in or on the Premises by and at the expense of Chicago Eye Consultants and susceptible of being removed from the Premises without damage, unless such damage be repaired by Chicago Eye Consultants, shall remain the property of Chicago Eye Consultants and Chicago Eye Consultants may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Chicago Eye Consultants, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 3. Invalidity of Particular Provision. If any term or provision of this License or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this License are for convenience only and are not a part of this License and do not in any way limit or amplify the terms and provisions of this License. Except as in this License otherwise provided, the terms and provisions of this License shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any

third Party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This License shall not be modified in any way except by a writing executed by both Parties.

Section 6. Governing Law. All matters pertaining to this Agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cook County, State of Illinois. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

Section 7. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested or through facsimile; the Parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Section 8. Extraordinary Remedies. To the extent cognizable at law, the Parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured Party can demonstrate that no adequate remedy exists at law.

Section 9. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, or via facsimile, and any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed. If intended for the Village, the same will be mailed to the address set forth herein, and if intended for Chicago Eye Consultants, the same shall be mailed to Chicago Eye Consultants, at the address set forth herein, or such other address or addresses as Chicago Eye Consultants, may hereafter designate by notice to the Village.

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first above written or have caused this License to be executed by their respective officers thereunto duly authorized. Signed, sealed, and delivered in the presence of:

THE VILLAGE OF STICKNEY

By _____
Its _____

CHICAGO EYE CONSULTANTS

By _____
Its _____

Stickney-Forest View Lions Club

Over 63 Years of Service



1952



2015



October, 2015

Dear Mayor & Board of Trustees,

The Stickney Forest View Lions will be conducting a Holiday Lights Recycling for Sight event in our communities. We would like to request permission to distribute fliers in the Village of Stickney informing the residents of this event. In addition I would also like to request permission to place a container in the lobby of the Village Hall to collect any lights that our residents drop off. A member of the Stickney Forest View Lions club will stop by occasionally to pick up any donations. I would like to container to be in the lobby until Friday, January 15, 2016. We will also have additional drop off stops in our service area.

Our recycling event will not only benefit the environment, but will also benefit the programs and services offered by our Lions of Illinois Foundation. The Foundations offers support to individuals with vision and hearing impairments throughout the state of Illinois.

Thank you for your consideration.

Maryanne O'Reilly

Lion Maryanne O'Reilly
Stickney Forest View Lions Club
708-795-0997