

ORDINANCE NO. 90-001

VILLAGE OF DIXMOOR

AN ORDINANCE AUTHORIZING THE VILLAGE OF DIXMOOR  
TO SIGN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM  
INTERGOVERNMENTAL COOPERATION AGREEMENT

WHEREAS, the Village of Dixmoor has determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to its citizens and conform with the purpose of the Illinois Emergency Telephone System Act Ill. Rev. Stat., Chap. 134, Section 31; and

WHEREAS, the Village of Dixmoor has determined that a Joint 911 Emergency Telephone System comprised of several units of local government would be beneficial to all the citizens of the various members of such a Joint 9-1-1 Emergency Telephone System; and

WHEREAS, Chapter 134, Section 44 of the Illinois Revised Statutes permits the formation of a Joint 911 Emergency Telephone System to implement and operate a 9-1-1 emergency telephone system; and

WHEREAS, Chapter 127, Section 743 of the Illinois Revised Statutes provides for the joint exercise by two or more units of local government of any power, privilege or authority which each may exercise individually; and

WHEREAS, it is the desire of the Village of Dixmoor to jointly provide for and maintain an Emergency 9-1-1 Telephone System for the advantage and concern of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND

BOARD OF TRUSTEES OF THE VILLAGE OF DIXMOOR as follows:

Section One: That for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants of the participating units of local government, it is agreed by the enactment of this Ordinance, that the Village President be authorized by the Board of Trustees to enter into the Southwest Central 9-1-1 System Intergovernmental Cooperation Agreement.

Section Two: This ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all ordinances or parts of ordinances in any manner in conflict herewith be and the same are hereby repealed.

This ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 1990, by the President and Board of Trustees of the Village of Dixmoor County of Cook and State of Illinois, at its regular meeting and the same was hereafter duly filed in the Office of the Village Clerk on the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: \_\_\_\_\_

\_\_\_\_\_

VOTING NAY: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE this \_\_\_\_\_ DAY  
of \_\_\_\_\_, 1990.

\_\_\_\_\_  
VILLAGE CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the Village of Dixmoor, Cook County, Illinois, and as such I am the keeper of the records and files and am the custodian of the seal of said municipality.

I do further certify as follows:

1. That the foregoing as attached is a complete, true and correct copy of Ordinance No. 90-001, entitled AN ORDINANCE AUTHORIZING THE VILLAGE OF DIXMOOR TO SIGN THE SOUTHWEST CENTRAL 9-1-1 SYSTEM INTERGOVERNMENTAL COOPERATION AGREEMENT.

2. That it was duly adopted by the governing body of said municipality at its regular meeting held January 10, 1990.

3. That there were present at such meeting the following members of the Board of Trustees:

- GEORGE HELEN ASHLEY
- STANLEY COUCH
- BENNIE HOLLOWAY
- HENRY LaBREC
- RICHARD WEBBER

and the vote on said adoption was:

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstain	<u>0</u>

VILLAGE OF DIXMOOR

AN ORDINANCE REVOKING SECTION 25-84 ENTITLED  
"DISCONTINUANCE OF SERVICE UPON FAILURE TO PAY,  
RATES, CHARGES, ETC.," OF CHAPTER 25 ENTITLED  
"WATER, SEWERS AND SEWAGE DISPOSAL" AND ADDING  
SECTION 25-87 ENTITLED "PAYMENT RESPONSIBILITIES,  
SECURITY DEPOSIT, SHUT-OFFS AND CHARGES  
UNAUTHORIZED TURN-ON" OF THE VILLAGE OF DIXMOOR  
CODE OF ORDINANCES

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BE IT ORDAINED by the Village President and Board of Trustees  
of the Village of Dixmoor as follows:

Section One: Section 25-84 entitled "Discontinuance of  
Service Upon Failure to Pay, Rates, Charges, Etc.," be and it is  
hereby revoked.

Section Two: Section 25-87 shall be added to Chapter 25 and  
shall read as follows:

Section 25-87. PAYMENT RESPONSIBILITIES, SECURITY DEPOSIT,  
SHUT OFFS AND CHARGES UNAUTHORIZED TURN-ON.

(A) Definitions:

Owner: One who has the legal or rightful title.

Tenant: One who occupies a rented dwelling.

Fees: Fixed charge of services.

Shut-Off: Stop the operation of.

Deposit: To place money in an account.

Security: Something given to guarantee payment.

Rental: Money paid or due for the use of another's property.

Insufficient Funds: A check returned due to lack of funds  
or closed account.

(B) Owner. One who has the legal or rightful title. The owner will be responsible for all outstanding debt. If a tenant vacates the property causing the water to be shut off and leaves a bill, that amount must be paid in full prior to the water being turned on. In the case of change of ownership, the new owner will be responsible for any outstanding balance. All water bills will be in the owner's name. The bills will be sent to the owner and it is his responsibility to collect from the tenant.

(C) Security Deposit (\$125.00). Prior to opening a new account, a security deposit shall be required. It shall be returnable when closing the account, after deducting any current charges.

(D) Meter Rental Fee (\$75.00). At any time a meter is rented from the Village of Dixmoor, there will be a charge in the amount of \$75.00, which is non-refundable.

(E) Turn-on Fee (20.00). A fee to be paid prior to the water turned on after shut-off for failure of payment. Someone must be on the premises at the time the water is turned on.

(F) Shut-Off Notices. Any account open for two months prior to the current billing month will be shut off if no payment plan has been arranged. For example, during the billing month of January, if the months of November and December are unpaid, the water will be turned off after January 15th.

(G) Late Charges 10%. A 10% monthly late charge will be added to total outstanding past due and current bills. A late fee will be assessed to commercial accounts 10 days after billing date. A late charge will be assessed on residential accounts 20 days after billing date.

(H) Insufficient Funds. Checks returned from the bank. If this check was for a turn-on fee and outstanding bill, the water will be shut off and another turn-on fee will be charged. Only cash will be accepted in these cases in the future.

(I) Unauthorized Turn-On. Any turn-on of water not authorized by the Village Water Department shall be immediately turned off and an additional turn-on fee charged to reinstate water service, subject to payment of all outstanding charges. Person or persons found responsible for the unauthorized turning-on of water service shall be subject to prosecution by the Village and subject to a fine not to exceed \$500.00.

Section Three: This Ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all Ordinances or parts of Ordinances in any manner in conflict herewith be and the same are hereby repealed.

This Ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 1990, by the President and Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the

same was hereafter duly filed in the Office of the Village Clerk on  
the \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
VILLAGE CLERK OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: \_\_\_\_\_  
\_\_\_\_\_

VOTING NAY: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

ABSTAIN: \_\_\_\_\_  
\_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE this \_\_\_\_\_ day  
of \_\_\_\_\_, 1990.

\_\_\_\_\_  
VILLAGE CLERK



ORDINANCE

NO. 90-17

AN ORDINANCE APPROVING AND ADOPTING  
A JOINT AUTOMATIC AID AGREEMENT  
FOR FIREFIGHTING SERVICES

WHEREAS, a joint automatic aid agreement would enhance the firefighiting services provided by the Village of Posen Fire Department; and

WHEREAS, the Village Board of the Village of Posen, Illinois deems it advisable, necessary and in the best interest of the Village of Posen, Illinois to enter into a joint automatic aid agreement for firefighiting services;

SECTION ONE

The joint agreement with the Village of Dixmoor, Illinois a copy of which is attached hereto and made a part hereof, is hereby approved and adopted.

SECTION TWO

The Mayor is hereby authorized to execute said joint agreement.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the Village Board, as corporate authorities.

PASSED this 9<sup>TH</sup> day of OCTOBER, 1990.

*Charles F. White*

VILLAGE CLERK OF THE VILLAGE OF POSEN  
COUNTY OF COOK AND STATE OF ILLINOIS

VOTING AYE: 6  
VOTING NAY: 0  
ABSENT: 0  
ABSTAIN: 0

APPROVED this 9<sup>TH</sup> day of OCTOBER, 1990.

*[Signature]*  
MAYOR OF THE VILLAGE OF POSEN  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and FILED in my office this  
9<sup>TH</sup> day of OCTOBER, 1990.

*Charles F White*  
VILLAGE CLERK

PUBLISHED this 9<sup>TH</sup> day of OCTOBER, 1990.

*Charles F White*  
VILLAGE CLERK

HC-5

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A FRANCHISE TO CABLEVISION OF CHICAGO, ITS SUCCESSORS AND ASSIGNS, TO BUILD, CONSTRUCT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE VILLAGE OF \_\_\_\_\_ AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF THIS FRANCHISE.

BE IT ORDAINED BY THE PEOPLE OF THE VILLAGE OF \_\_\_\_\_ :

SECTION 1 - TITLE

The Ordinance shall be known and may be cited as the Cable TV Franchise.

SECTION 2 - DEFINITIONS

For the purpose of this Ordinance, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The word "shall" is always mandatory. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of the section, and are not to be used construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:

- (A) "Village" is the Village of \_\_\_\_\_, a municipal corporation under the laws of the State of Illinois.
- (B) "Village Council" is the Village Council of the Village of \_\_\_\_\_ or its designated representative.
- (C) "Community Television Station" - Channel 12 or such other channel as may be designated by Grantee for the delivery of selected local programming including "Extra Help", an inter-active tutorial service for junior and senior high school students.

(D) "Federal Communications Commission" or "FCC" is the present Federal agency of that name as constituted by the Communications Act of 1934, or any successor agency legally created.

(E) "Grantee" is Cablevision of Chicago, its successors or assigns.

(F) "Gross subscriber revenues" shall include any and all compensation or receipts derived by Grantee from the operation within the Village of the cable television system authorized herein, but shall not include any refunds or credits made to subscribers or any taxes imposed on the services furnished by Grantee.

(G) "Person" is an individual, firm, partnership, association, corporation, company or organization of any kind.

(H) "Regular subscriber services" at a minimum shall include the carriage of broadcast signals and non-broadcast services mandated by the FCC, together with the Community Television Station, but shall not include "ancillary" or "auxiliary" services or programming, such as, without limitation, programming supplied on a per program or per channel charge basis or security alarm services or any other interactive service which may become available and offered by Grantee in the future.

SECTION 3 - GRANT OF AUTHORITY

There is hereby granted by the Village to Grantee the non-exclusive right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over or under the streets, alleys, easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the Village, all poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the maintenance and operation in the Village of a cable television system for the transmission of television signals and other signals either separately or upon or in conjunction with any public utility maintaining the same in the Village with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant shall and does hereby include the right in, over, under and upon the streets, sidewalks, alleys, easements and public grounds and places in the Village to install, erect, operate or in any way acquire the use of, as by leasing or licensing, all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge and extend said lines, equipment and connections. The rights herein granted for the purposes herein set forth shall not be exclusive and the Village reserves the right to grant a similar

use of said streets, alleys, easements, public ways and places to any person at any time during the period of this franchise; provided that nothing contained herein shall be deemed to require the granting of additional CATV franchises if, in the opinion of the Village Council, it is in the public interest to restrict such franchise to one or more.

SECTION 4 - INDEMNIFICATION

Grantee shall save the Village harmless from all loss sustained by the Village on account of any suit, judgment, execution, claim or demand whatsoever against the Village resulting from negligence on the part of Grantee in the construction, operation or maintenance of its cable television system in the Village; and for this purpose, Grantee shall carry property damage and personal injury insurance with some responsible insurance company or companies qualified to do business in the State of Illinois. The amounts of such insurance to be carried for liability due to property damage shall be \$300,000.00 as to any one occurrence; and against liability due to injury to or death of persons, \$1,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence. The Village shall notify Grantee, in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the Village on account of any negligence as aforesaid on the part of Grantee.

Where any such claim or demand against the Village is made by suit or other legal action, written notice thereof shall be given by the Village to Grantee not less than five (5) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the Village, whichever notice yields Grantee the larger amount of time within which to prepare an answer. Failure by the Village to properly notify Grantee in accordance with the foregoing of any such claim, suit, or demand against the Village shall not release Grantee from its obligation to indemnify the Village as provided herein unless the Grantee is prejudiced in the defense of said claim or demand.

#### SECTION 5 - FRANCHISE FEE

The Grantee shall pay, as compensation to the Village, a fee of 3 percent of its gross subscriber revenues per annum. Payment of amounts due shall be made on August 1 for the period of the preceding January 1 through June 30, and on February 1 for the period of the preceding July 1 through December 31.

#### SECTION 6 - CONSTRUCTION AND MAINTENANCE

(A) All structures, lines and equipment erected by Grantee within the Village shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners, and Grantee shall comply with all reasonable, proper and lawful ordinances of the Village now or hereafter in force. Existing poles, posts, conduits, and other such structures of any electric power system, telephone company

or other public utility located in the Village shall be made available to Grantee for leasing or licensing upon reasonable terms and rates and shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The Village shall actively assist Grantee to the fullest extent necessary in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles or conduits.

(B) In case of any disturbance by Grantee of pavement, sidewalk, driveway or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the Village, replace and restore all paving, sidewalk, driveway or surface so disturbed in as good condition as before said work was commenced.

(C) In the event that at any time during the period of this franchise the Village shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the relocation of Grantee's facilities, then in such event Grantee, upon reasonable notice by the Village, shall remove, relay and relocate the same at its own expense; provided, however, that where public funds are available for such relocation pursuant to law, Grantee shall not be required to pay the cost.

(D) Grantee shall, on the request of any person holding a building moving permit issued by the Village, temporarily



raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.

(E) Grantee shall have the authority to trim trees upon and overhanging all streets, alleys, easements, sidewalks and public places of the Village so as to prevent the branches of such trees from coming into contact with Grantee's facilities.

(F) All poles, lines, structures and other facilities of Grantee in, on, over and under the streets, sidewalks, alleys, easements and public grounds or places of the Village shall be kept by Grantee at all times in a safe and substantial condition.

#### SECTION 7 - RATES

The rates for all programming and services shall be non-discriminatory; provided that nothing contained herein shall be deemed to prohibit reasonable promotional rates which may, from time to time, be less than the standard rates imposed; and further provided that Grantee may recover its cost of extending service to any new area as part of its installation of equipment charges even if such installation charges for subscribers living in the area which is the subject of the extension of services is greater than the subscribers in areas where service was previously available.

#### SECTION 8 - FRANCHISE TERM

The franchise granted by this Ordinance shall be in full force and effect from and after acceptance by Grantee as provided

in Section 22, and the same shall continue in full force and effect for a term of fifteen (15) years.

#### SECTION 9 - RENEWAL PROCEDURE

Grantee shall have the option to renew the terms and conditions of this franchise for an additional period of fifteen (15) years. Should Grantee desire to exercise this option, it shall so notify the Village, in writing, not less than three (3) months prior to the expiration hereof. Said option shall be available, however, only if Grantee is not in default of any of the material provisions of this franchise agreement at the time of the exercise of said option.

#### SECTION 10 - RESOLUTION OF SUBSCRIBER COMPLAINTS

(A) Grantee shall maintain an office with telephone service in a place reasonably accessible to residents of the Village, for so long as it continues to operate the system hereunder, and hereby designates such office as the place where all notices, directions, orders and requests may be served or delivered under this franchise. Grantee shall file a notification with the Village whenever such address is changed.

(B) All complaints against Grantee relating to its performance under this franchise, including but not limited to those concerning quality of service, equipment malfunctions, and billing disputes, shall be received at the aforesaid office by duly authorized employees. All complaints so received will be turned over to the head of the department to which the complaint relates. The manager of the system shall establish a follow-up procedure for all

complaints other than those concerning equipment or system malfunction, so that the resolution of all complaints shall be reviewed weekly.

(C) Regarding complaints of equipment or system malfunction, Grantee shall respond to such complaints within twenty-four (24) hours after receipt thereof and correct malfunctions as promptly as possible. Grantee shall provide a daily pro-rata credit to any subscriber who is without service for any continuous period in excess of twenty-four (24) hours due to the fault of Grantee.

SECTION 11 - COMMUNITY, PUBLIC, EDUCATIONAL  
AND MUNICIPAL CONNECTIONS

In furtherance of the desire of the Village Council to create a community communications system in order to encourage the exchange of information among residents of the Village:

(A) Grantee shall make one aerial connection for the Community Television Station available to the home of every resident of the Village without any monthly service charge. Grantee shall charge a fee not to exceed \$25.00 for each aerial connection to the Community Television Station which is located 150 feet or less from the property line of the resident requesting the service. For aerial connections in excess of 150 feet or for underground installations, Grantee shall charge its actual cost. Such cost will be submitted to the resident, in writing, for his or her approval, before installation is begun.

(B) Grantee shall, without charge for installation or monthly service, make one aerial connection for Regular Subscriber Service, as provided below, into the internal distribution system

of each Village Office Building, Police Station, Fire Station, Library and School within the Village (hereinafter singly or collectively referred to as the "premises"). Grantee shall make a connection at one outlet in each such premises for the purpose of enabling the said premises to distribute the regular subscriber service. Where such premises consist of more than one building, only one tie-in and connection shall be made.

1. Grantee shall make such tie-in and connection at the location designated by the appropriate official as the location of the "head-end" of the internal distribution system of the premises. The responsibility of Grantee shall terminate when the tie-in and connection to the internal distribution system is completed, and the responsibility for performance of the internal distribution system, and for distribution of the transmissions throughout such system shall be solely that of the premises. Grantee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its cable system, however, Grantee will offer, without charge, technical consulting services to the premises in order to make the internal system work effectively for the purposes intended herein.

2. The procedure for making such connections shall be as follows: Connections will be made at the time when Grantee is serving the area within which the premises are located. At such time, Grantee shall send written notification of the provisions of this paragraph to such premises. Thereafter, upon written request from the recipient official, Grantee will make the above described tie-in and connection to the internal

distribution system of such premises. When Grantee is serving the area but the building on the premises to be connected with an aerial installation is located more than 500 feet from the nearest CATV cable, the cost of the aerial cable installation beyond 500 feet will be paid by the premises. For underground installations, Grantee shall charge the recipient its actual cost. Such cost will be submitted to said premises, in writing, before installation is begun. All such premises will be connected according to the orderly progress and construction of the system.

SECTION 12 - PUBLIC, EDUCATIONAL AND MUNICIPAL ACCESS

(A) Grantee shall provide and maintain, without charge, an access channel for each of the following purposes:

1. At least one specially designated, non-commercial public access channel available on a first-come, nondiscriminatory basis;
2. At least one specially designated channel for use by local educational authorities;
3. At least one specially designated channel for local government uses;
4. At least one specially designated channel for leased access uses.

(B) Until such time as there is demand for each channel full time for its designated use, public, educational, government and leased access channel programming may be combined on one or more composite access channels. Grantee may utilize any time not otherwise used on such access channels for its own programming.

### SECTION 13 - INTERFACE OF CATV COMPANIES

Subject to the applicable rules and regulations of the FCC, in the event that more than one franchise is issued within, or immediately adjacent to the Village, and if such operating systems are contiguous and technically compatible with Grantee, and have allocated access channels, Grantee shall provide suitable inter-connection facilities for one access channel at the boundary of its service areas. Grantee shall not be required to interconnect at any point beyond any area where it has trunk or feeder service.

### SECTION 14 - STUDIO FACILITY

Grantee shall establish and maintain a studio for local programming, consisting of at least two (2) view finder cameras, switcher fader controls, audio system, lighting system, film chain, two (2) video tape recorders and multiplexing unit. All equipment shall be remotely controlled from a master control unit. This facility shall be available to the Village, its agencies, public service organizations and schools lying wholly or partly within the Village. The studio facility shall be provided as soon as reasonably practicable but in no event later than two (2) years from the date of registration of this franchise with the FCC.

### SECTION 15 - GOVERNMENTAL APPROVALS

Grantee shall register this franchise with the FCC within sixty (60) days of the effective date hereof.

SECTION 16 - EQUAL OPPORTUNITY EMPLOYER

Grantee hereby agrees that it will not refuse to hire or employ, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, color, national origin or sex.

SECTION 17 - EXERCISE OF REASONABLE POLICE POWER

Nothing contained herein shall in any way be deemed to limit the right of the Village to adopt, in addition to the provisions of this franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its reasonable police power, provided, however, that such regulations are reasonable and do not materially conflict with the terms and conditions of this franchise.

SECTION 18 - RIGHT TO INSPECT BOOKS

Grantee hereby grants to the Village the right to inspect all its books, records, strand maps, plans, financial statements and other similar materials of Grantee, insofar as they relate to the terms and conditions of this franchise and the performance of the obligations hereunder, upon reasonable notice to Grantee and during normal business hours.

SECTION 19 - REGULATING OFFICER OF VILLAGE

The office or officer of the Village that bears the primary responsibility for the continuing administration of the terms and conditions of this franchise is the President or his designee.

ORDINANCE NO. 92-002

VILLAGE OF DIXMOOR

AN ORDINANCE ADDING SECTIONS 23-20 TO 23-24  
REGARDING A UTILITY TAX TO CHAPTER 23,  
WHICH IS ENTITLED "TAXATION"

WHEREAS, paragraph 8-11-2 of the Illinois Municipal Code, Chapter 24 of the Illinois Revised Statutes, authorizes municipalities to impose a tax on certain occupations within the corporate limits of the Village; and

WHEREAS, the corporate authorities of the Village of Dixmoor deem that it is in the best interests of the Village of impose such a utility tax;

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DIXMOOR as follows:

Section One: Chapter 23, Article II of the Code of Ordinances of the Village of Dixmoor is hereby amended by adding thereto Article II, entitled "Utility Tax" as follows:

Section 23-20. Definitions

For the purposes of this Article, the following definitions shall apply:

Gross receipts. The consideration received for the transmission of messages, or for distributing, supplying, furnishing or selling gas or electricity for use or consumption and not for resale; and for all services rendered in connection therewith valued in money, whether received in money or otherwise, including cash, credit, services and



property of every kind and material and for all services rendered therewith; and shall be determined without any deduction on account of the cost of transmitting said messages, without any deduction on account of the cost of the service, product or commodity supplied, the cost of materials used, labor or service cost, or any other expenses whatsoever. "Gross receipts" shall not include any State gross receipts tax or any surcharges imposed pursuant to the Emergency Telephone System Act, Chapter 134, Section 30.1, et seq., of the Illinois Revised Statutes.

Transmitting messages. In addition to the usual and popular meaning of person to person communication, shall include the furnishing, for a consideration, of services or facilities (whether loaned or leased), or both, to persons in connection with the transmission of messages where such persons do not, in turn, receive any consideration in connection therewith, but shall not include such furnishing of services or facilities to persons for the transmission of messages to the extent that any such services or facilities for the transmission of messages are furnished for a consideration, by such persons to other persons, for the transmission of messages.

Section 23-21. Imposition.

A tax is imposed on all persons engaged in the following occupations or privileges:

1. Persons engaged in the business of transmitting messages by means of electricity, at the rate of three (3)

percent of the gross receipts from such business originating within the corporate limits of the Village.

2. Persons engaged in the business of distributing, supplying, furnishing or selling gas for use or consumption within the corporate limits of the Village, and not for resale, at the rate of four (4) percent of the gross receipts therefrom.

3. Persons engaged in the business of distributing, supplying, furnishing or selling electricity for use or consumption within the corporate limits of the Village, and not for resale, at the rate of four (4) percent of the gross receipts therefrom.

Section 23-22. Exceptions to tax.

No tax is imposed by this Article with respect to any transaction in interstate commerce or otherwise to the extent to which such business may not, under the constitution and statutes of the United States, be made the subject to taxation by this State or any political subdivision thereof, nor shall any persons engaged in the business of distributing, supplying, furnishing or selling gas or electricity, or engaged in transactions as are or may become subject to taxation under the provisions of the "Municipal Retailers' Occupation Tax Act."

Section 23-23. Tax in addition to other municipal taxes.

The tax under this Article shall be in addition to the payment of money, or value of products or services furnished to this Village by the taxpayer as compensation for

the use of its streets, alleys or other public places, or installation and maintenance therein, thereon or thereunder of poles, wires, pipes or other equipment used in the operation of the taxpayer's business.

Section 23-24. Taxpayer's report required.

1. On or before the last day of June, 1992, each taxpayer shall make a return to the Village Treasurer for the month of May, 1992, stating:

- a. Name;
- b. Place of business;
- c. Gross receipts during that month upon the basis of which the tax is imposed.
- d. Amount of tax; and
- e. Such other reasonable and related information as the corporate authorities may require.

2. On or before the last day of every month thereafter, each taxpayer shall make a like return to the Village Treasurer for the month preceding. The last such return shall be for the month of June, 1993, which shall be due July 31, 1993.

3. The taxpayer making the return herein provided for shall, at the time of making such return, pay to the Village Treasurer the amount of tax herein imposed, provided, that in connection with any return the taxpayer may, if the taxpayer so elects, report and pay an amount based on the total billings of business subject to the tax during the period for which the return is made (exclusive of any amounts previously billed) with prompt adjustments of later payments

based upon any differences between such billings and the taxable gross receipts.

Section Two: That the Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form as required by law and to transmit certified copies of it to:

Northern Illinois Gas  
19199 Glenwood Road  
Glenwood, Illinois 60425

Illinois Bell Communications  
A Division of Ameritech Information Systems  
225 West Randolph  
Chicago, Illinois 60606

Commonwealth Edison  
One First National Plaza  
P.O. Box 767  
Chicago, Illinois 60690-0767

Section Three: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law until July 1, 1993.

Section Four: Notwithstanding the provisions of Section 3, no utility tax may be imposed for any month subsequent to June, 1993, without amendment of the provisions of this Ordinance to extend the term of the tax hereby imposed.

This Ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 1992, by the President and Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the same

was hereafter duly filed in the Office of the Village Clerk  
on the \_\_\_\_\_ day of \_\_\_\_\_, 1992.

*Thomas J. Young*  
VILLAGE CLERK OF THE VILLAGE OF  
DIXMOOR, COUNTY OF COOK, AND  
STATE OF ILLINOIS

VOTING AYE: \_\_\_\_\_

VOTING NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND  
STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 1992.

\_\_\_\_\_  
VILLAGE CLERK

ORDINANCE NO. 94-001

VILLAGE OF DIXMOOR

AN ORDINANCE ADDING SECTION 11 1/2-53  
ENTITLED "AMBULANCE TRANSPORTATION" TO  
ARTICLE III OF CHAPTER 11 1/2 ENTITLED  
"FIRE PROTECTION AND PREVENTION" OF THE  
VILLAGE OF DIXMOOR CODE OF ORDINANCES

WHEREAS, the Village of Dixmoor is an Illinois municipal corporation and is responsible for the health, safety, and welfare of the citizens of the said Village of Dixmoor.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, as follows:

Section One: Section 11 1/2-53 entitled "Ambulance Transportation" shall be added to Article III entitled "Mobile Intensive Care Unit" of Chapter 11 1/2 entitled "Fire Protection and Prevention" and shall read as follows:

Section 11 1/2-53. Ambulance Transportation

Persons requiring transportation to a hospital emergency department or other facility within a hospital will be transported either to (1) Ingalls Memorial Hospital, (2) St. Francis Hospital, (3) Olympia Fields Osteopathic Hospital, or (4) Christ Hospital.

Section Two: This Ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all Ordinances or parts of

Ordinances in any manner in conflict herewith be and the same are hereby repealed.

This Ordinance duly passed on the 12 day of January, 1994, by the President and the Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the same was hereafter duly filed in the Office of the Village Clerk on the 13 day of January, 1994.

*Richard H. Chuey*

VILLAGE CLERK OF THE VILLAGE OF DIXMOOR, COUNTY OF COOK, AND STATE OF ILLINOIS

VOTING AYE: \_\_\_\_\_

\_\_\_\_\_

VOTING NAY: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED this 12 day of January, 1994.

MAYOR OF THE VILLAGE OF DIXMOOR  
COUNTY OF COOK AND  
STATE OF ILLINOIS

ATTESTED AND FILED IN MY  
OFFICE THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 1994.

\_\_\_\_\_  
VILLAGE CLERK

**ORDINANCE NO. 94-007**

**VILLAGE OF DIXMOOR**

**AN ORDINANCE AMENDING SECTION 16-29 OF THE  
VILLAGE OF DIXMOOR CODE IN REGARD TO LICENSE FEES**

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of Dixmoor as follows:

**SECTION 1:** That Section 16-29 of the Village of Dixmoor Code is hereby amended as follows:

**Section 16-29: LICENSE FEES.**

The specific enumerated commercial establishments, business and/or commercial enterprises or activities, except as specifically excluded in this article, shall pay a yearly minimum fee for license as follows:

▶ Advertising distributor and sales . . . . .	\$ 35.00
▶ Auctioneers (per day) . . . . .	15.00
▶ Automotive accessories . . . . .	35.00
▶ Barbershops . . . . .	50.00
▶ Beauty shops and supplies . . . . .	50.00
▶ Beverage dealers (per truck) . . . . .	35.00
▶ Body shops . . . . .	75.00
▶ Bottling works . . . . .	100.00
▶ Bowling alley . . . . .	100.00
▶ Bread and bakery goods peddlers (per truck) . . . . .	35.00
▶ Building repair shop . . . . .	35.00



▶ Camera store . . . . .	\$ 35.00
▶ Candy manufacturer . . . . .	35.00
▶ Candy store . . . . .	35.00
▶ Car wash . . . . .	350.00
▶ Catering services (per truck) . . . . .	35.00
<hr/>	
▶ Chemical factory . . . . .	500.00
▶ Coin-operated music box, juke box . . . . .	35.00
▶ Contractors:	
General . . . . .	150.00
(plus \$1,000 bond)	
Building movers (per day) . . . . .	50.00
(plus \$2,500 bond)	
Catchbasic cleaner . . . . .	50.00
Cement . . . . .	100.00
Excavating . . . . .	100.00
(plus \$2,500 bond)	
Electric . . . . .	100.00
Glazings . . . . .	100.00
Heavy equipment . . . . .	150.00
Landscaping . . . . .	200.00
Lathing and plastering . . . . .	100.00
Mason . . . . .	100.00
Painting and decorating . . . . .	100.00
Plumber, heating, ventilating, air conditioning, refrigeration . . .	100.00

Roofing insulation . . . . .	\$100.00
Sewer, drain layer . . . . . (plus \$5,000 bond)	100.00
Sheet metal . . . . .	200.00
Structural iron, wood, cement . . . . .	100.00
Tile, ceramic, plastic, glass, metal . . . . .	100.00
Tuckpointing and cleaning . . . . .	100.00
Window washing . . . . .	60.00
▶ Contractor's storage yard . . . . .	35.00
▶ Department store . . . . .	35.00
▶ Drugstore . . . . .	100.00
▶ Dry cleaning agency . . . . .	35.00
▶ Dry cleaning done on premises . . . . .	35.00
▶ Dry cleaning done on premises and agency . . . . .	35.00
▶ Dye and cleaning shop . . . . .	35.00
▶ Electric sales and service . . . . .	50.00
▶ Electronic design manufacturers . . . . .	50.00
▶ Farm implement store . . . . .	35.00
▶ Farm stand: Fruit store and/or vegetable market . . . . .	300.00
▶ Florists . . . . .	35.00
▶ Forging plant . . . . .	500.00
▶ Fuel oil distributors . . . . .	35.00
▶ Furniture store, new and used . . . . .	35.00

▶ Furriers . . . . .	\$35.00
▶ Garage, private . . . . .	35.00
▶ Garage, public . . . . .	35.00
▶ Garage to repair vehicles . . . . .	75.00
▶ Gas station . . . . .	50.00
▶ General store . . . . .	35.00
▶ Greenhouses and nurseries . . . . .	100.00
▶ Grocery, meat market . . . . .	200.00
▶ Hardware store and mobile home supplies . . . . .	150.00
▶ Ice cream parlors . . . . .	35.00
▶ Insurance brokers . . . . .	35.00
▶ Iron casting companies . . . . .	500.00
▶ Jewelry and precious stone factory . . . . .	35.00
▶ Jewelry store . . . . .	35.00
▶ Laundry, hand . . . . .	35.00
▶ Laundry, truck (out of town) . . . . .	35.00
▶ Laundry, up to 10 machines . . . . .	50.00
▶ Linoleum store, plastic tile . . . . .	35.00
▶ Lumberyards . . . . .	300.00
▶ Manufacturers . . . . .	35.00
▶ Men and women's clothes . . . . .	35.00
▶ Millinery shop . . . . .	35.00

▶ Mobile home repair . . . . .	\$35.00
▶ Money or currency exchange . . . . .	500.00
▶ Motels (per unit). . . . .	25.00
▶ Music store . . . . .	35.00
▶ Newsstands . . . . .	35.00
▶ Novelty or gift shops . . . . .	35.00
▶ Optical store . . . . .	35.00
▶ Package liquor (separate from tavern) . . . . .	150.00
▶ Paint manufacturing. . . . .	500.00
▶ Painting of signs and billposting . . . . .	30.00
▶ Pet shop . . . . .	35.00
▶ Photo studio. . . . .	35.00
▶ Plants, manufacturing . . . . .	500.00
▶ Plumber sales and service . . . . .	100.00
▶ Printing shop . . . . .	35.00
▶ Privately operated postal service . . . . .	35.00
▶ Radio and television sales . . . . .	35.00
▶ Radio or television repair shop . . . . .	35.00
▶ Real estate broker . . . . .	100.00
▶ Restaurant (by itself) (plus inspection fees) . . . . .	200.00
▶ Roller skating rink and ice rink . . . . .	200.00
▶ Scavengers . . . . .	200.00

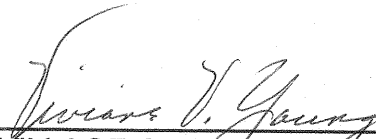
▶ Scrapyards . . . . .	\$300.00
▶ Screen manufacturing plant . . . . .	35.00
▶ Shades, drapery and blinds . . . . .	35.00
▶ Sheet metal shop . . . . .	35.00
▶ Shoe repair . . . . .	35.00
▶ Shoe shine parlor . . . . .	35.00
▶ Shoe store . . . . .	35.00
▶ Sign company . . . . .	750.00
▶ Sporting goods store . . . . .	35.00
▶ Stationery and books . . . . .	35.00
▶ Tailor shop . . . . .	35.00
▶ Taverns:	
Class A . . . . .	600.00
Class B . . . . .	750.00
Class C . . . . .	750.00
▶ Taxicabs, public passenger vehicles . . . . .	100.00
▶ Tire vulcanizing, sales and service . . . . .	200.00
▶ Trailer park (per unit) . . . . .	6.00
▶ Train wrecking yard . . . . .	500.00
▶ Tube plants . . . . .	500.00
▶ Undertaker parlor . . . . .	100.00
▶ Upholstery shop . . . . .	35.00

- ▶ Used car sales . . . . . \$200.00
- ▶ Vending machines . . . . . 50.00
- ▶ Vending machines (cigarettes) (each) . . . . . 50.00
- ▶ Veterinary hospital . . . . . 100.00
- ▶ Warehouses . . . . . 500.00

In addition, any business requiring health or other related inspections, shall pay or reimburse the Village, as the case may be, for such inspections.

**SECTION 2:** This Ordinance shall be in full force and effect and the same shall so remain from and after its passage and approval and all ordinances or parts of ordinances in any manner in conflict herewith be and the same are hereby repealed.

**THIS ORDINANCE** duly passed on the 27<sup>th</sup> day of APRIL, 1994, by the President and the Board of Trustees of the Village of Dixmoor, County of Cook and State of Illinois, at its regular meeting and the same was hereafter duly filed in the Office of the Village Clerk on the 28<sup>th</sup> day of APRIL, 1994.

  
 \_\_\_\_\_  
 VILLAGE CLERK OF THE VILLAGE  
 OF DIXMOOR, COUNTY OF COOK  
 AND STATE OF ILLINOIS

VOTING AYE: TRUSTEES ALBERT CLOAD, STANLEY COUCH, HENRY LABREC  
MARTHA LOGGINS, CHARLOTTE MILLER, JERRY SMITH

VOTING NAY: NONE  
 \_\_\_\_\_  
 \_\_\_\_\_

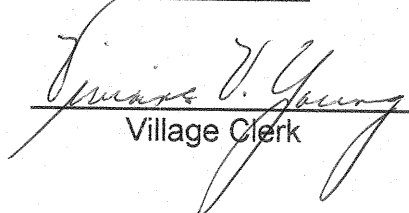
ABSENT: NONE

ABSTAIN: NONE

APPROVED this 27<sup>th</sup> day of APRIL, 1994.

\_\_\_\_\_  
MAYOR OF THE VILLAGE OF DIXMOOR,  
COUNTY OF COOK AND  
STATE OF ILLINOIS

ATTESTED AND FILED IN  
MY OFFICE this 28<sup>th</sup> day  
of APRIL, 1994.

  
\_\_\_\_\_  
Village Clerk