

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

REGULAR MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Wednesday, November 6, 2024

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Possible motion and final action to permit member (s) to attend by electronic participation
5. Approve Minutes of Previous Regular Meeting
6. Authorize Payment of Bills
7. Recommendation of the next One (1) Eligible Candidate-Sergeants Eligibility List – Ashley McDonald
8. Request to promote Officer's Brian Keliher & Mitchell Hattan – Corporal
9. Resolution 14-2024, "A Resolution Requesting \$29,636.00 in Motor Fuel Tax Funds for the Purpose of Maintaining Streets and Highways Under the Applicable Provisions of Illinois Highway Code from 05/01/24 to 4/30/25"
10. Resolution 15-2024, "A Resolution Authorizing and Approving a Resignation and Settlement Agreement In the Matter of Maria Guzman and the Village of Stickney, County of Cook, State of Illinois"
11. Report from the Mayor
12. Report from the Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
15. Public Comments
16. Adjournment

Posted November 1, 2024

October 15, 2024

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 15, 2024, at 7:10 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present:
Trustees White, Savopoulos, Milenkovic, Torres, Hrejsa and Kapolnek

Trustee Savopoulos moved, duly seconded by Trustee White, to approve the minutes of the regular board meeting held on Tuesday, October 1, 2024.

Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Milenkovic, Torres and Hrejsa
Present: Trustees Savopoulos and Kapolnek
Mayor Walik 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 Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Approve Engineer's Payment Estimate No. 1 for \$420,235.82 to Lindahl Brothers, Inc. for Oak Park Avenue Resurfacing. (The cost of for this project will be paid by a Department of Commerce and Economic Opportunity Grant.)

Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

Prior to the vote the mayor explained that 20% is being held back. Village Attorney Jessica Fese said that this is the first of three payments. We still have a punch list of issues that need to be addressed. Otherwise, the project was outstanding.

Trustee Torres moved, duly seconded by Trustee Hrejsa to Approve Resolution 13-2024, "A Resolution Authorizing and Approving an Amended Agreement with NTIVA, Inc., for Information Technology for the Village of Stickney (This is an amendment to the NTIVA agreement passed on August 6, 2024.)"

Upon the roll call, the following Trustee voted:
Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa
Mayor Walik declared the motion carried.

MAYOR'S REPORT: He thanked resident Ed Dabrowski for taking the pictures at Family Day and posting them for us to watch on the courtroom screen. He thanked Public Works for cleaning the area where the Haunted Hayride will take place. He mentioned that Trustee Torres and Hrejsa got together last Saturday to take the volunteers through the course of the Hayride for them to better understand the area. He mentioned the Veterans Day event. The firehouse would be used for the lite lunch. He then read the following:

"Too many Americans have known the pain of the loss of a mother, sister, wife, or brother or loved one to breast cancer. This is Breast Cancer Awareness month. We honor the memory of those who have been lost to this devastating disease. We give strength to support to the families, to the caregivers, the survivors and those who are still undergoing treatment. We express our gratitude to all medical professionals and health researchers working tirelessly to end cancer as we know it. Today there are over four million breast cancer survivors in America. This year alone hundreds of thousands will be diagnosed alone. Scientists have made significant breakthroughs to better prevent, detect and treat breast cancer. Patients often are flooded with complex medical information and forced to advocate for thousands themselves to receive basic care. Some patients are left saddled with exuberant medical bills while they are going through treatment. It is National Breast Cancer Month. Let us each promise to do their part and give more support and hope to patients and families that are dealing with breast cancer. I encourage you to join in activities that will increase awareness in what Americans can prevent and control breast cancer and pay tribute to those who have lost their lives to this disease. Now therefore, I Jeff Walik, President of the Village of Stickney, proclaim October 2024, as Breast Cancer Awareness Month in the Village of Stickney."

CLERK'S REPORT: She reminded people that our next board meeting is Wednesday, November 6th due to the Presidential Election on November 5th. She then announced that she was also going to talk about breast cancer because her daughter is a three-year survivor. "October is National Breast Cancer Awareness month. In 2024 more than 360,000 people will be diagnosed. Nine percent of new cases in the U.S. are diagnosed in women younger than forty-five. In 2024, it is estimated that 42,250 women will die from breast cancer in the U.S. When caught in its earliest, localized stages, the 5-year survival rate is 99%. According to the American Cancer Society, 2,700 men in the U.S. will be diagnosed in 2024 and about 530 are expected to die from it. Black and Hispanic women have a higher risk of dying from breast cancer than white women. Let us each do our part to give support, hope, and care to patients, families, and survivors of breast cancer. If you care about someone, make sure they get their mammograms."

She received a notice from the Cook County TAP people informing us that the Lead Copper Rule Improvements was finalized and released on October 8th by the White House. It says that the majority of water systems will be required to replace all lead service lines within 10 years. All systems must comply with the LCRI beginning in late 2027, and most systems will have until late 2037 to replace all lead service lines and certain galvanized pipes.

She informed people that early voting begins on October 21, 2024, at the Stickney-Forest View Library. The schedule is available in the lobby.

Veterans Day ceremonies will be on November 11, 2024, at 11:00 a.m. There will be a lite lunch afterwards.

TRUSTEE REPORTS:

Trustee Hrejsa: The Haunted Hayride is this Saturday. We have a large crowd of volunteers. We received a good response to the flyer we put out asking for volunteers. We took the volunteers on the hayride route in order for them to understand the course. The weather is supposed to be good. In addition, he informed us that he will be attending the annual educational seminar for the Intergovernmental Risk Management Agency, our municipal insurance company. It consists of fifty municipalities. He expects to learn about grants and education. He will report on the experience at the next Board Meeting. This is the first in-person meeting since Covid.

Trustee Torres: She thanked the Fire Chief for the open house. It was very informative with a lot of giveaways. She reported on the pumpkin patch that will be held in conjunction with the haunted hayride. It is for residents only. Proof of identification is required. There will be snacks and ice cream available.

DEPARTMENT REPORTS:

Police Chief Jim Sasseti: He reported that the Stickney Police Department answered 2832 calls for the month of September 2024. The mayor included the information that since Oak Park Avenue has been resurfaced, there has been increased traffic and therefore many more tickets have been written on that road.

Public Works Director Joe Lopez: He anticipated that next week they would go out to pick up leaves. Garden waste pick up will end at the end of October. A discussion was held over parking restrictions.

Fire Chief Jeff Boyajian: He thanked the mayor and the board for their support for having a successful open house. He received many compliments from the people who came by. He thanked the Public Works Director and his crew for all their assistance. He thanked Police Chief Sasseti for attending and having his department watch over the event. He thanked the men and women of the fire department for making the fire department tip top. Nobs Towing supplied and cooked hot dogs. Kopper Industries provided a table there and sponsored a jumpy house for the kids. Ed Dabrowski was thanked for taking pictures. He is currently getting the wood for the Haunted Hayride bonfire.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion to adjourn at 7:33 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this ___ day of _____, 2024

Jeff Walik, President

Village of Stickney
Warrant Number 24-25-13

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
November 5, 2024

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		118,056.37
02 WATER FUND		29,931.11
03 MOTOR FUEL TAX FUND		393.50
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		
	Subtotal:	148,380.98
General Fund Payroll	10/30/2024	251,494.91
Water Fund Payroll	10/30/2024	22,146.00
	Subtotal:	273,640.91
Total to be Approved by Village Council		422,021.89

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 01 - General Fund
 From 10/11/2024 Through 10/31/2024

Check Number	Vendor Name	Effective Date	Check Amount
509166	Air One Equipment, Inc.	10/15/2024	200.00
509167	ANDERSON PEST SOLUTIONS	10/15/2024	57.40
509168	Berwyn ACE Hardware	10/15/2024	471.90
509169	BOUND TREE MEDICAL LLC	10/15/2024	31.88
509170	CARDIO PARTNERS INC	10/15/2024	669.00
509171	Cintas Corporation - #21	10/15/2024	362.91
509172	Deece Automotive	10/15/2024	495.00
509173	Durkin Construction & Project Manage...	10/15/2024	6,320.00
509175	Fire Protection Publications	10/15/2024	1,200.00
509176	Green Valley Landscaping Co.	10/15/2024	3,150.00
509178	Illinois Association of Chiefs of Police	10/15/2024	115.00
509179	Illinois Homicide Investigators Associat...	10/15/2024	690.00
509180	JH Carpeting	10/15/2024	5,750.00
509181	Jim Biesek	10/15/2024	300.00
509182	Lembke & Sons True Value	10/15/2024	3,748.50
509183	Menards - Hodgkins	10/15/2024	272.91
509184	Minuteman Press of Lyons	10/15/2024	53.87
509185	NAPA AUTO PARTS	10/15/2024	10.85
509186	Quadient Finance USA, Inc.	10/15/2024	500.00
509188	NORTH EAST MULTI-REGIONAL TRAI...	10/15/2024	400.00
509189	O'Reilly First Call	10/15/2024	301.31
509190	POMP'S TIRE SERVICE, INC.	10/15/2024	267.36
509191	Russo's Power Equipment, Inc.	10/15/2024	928.74
509192	Schultz Supplies	10/15/2024	81.15
509193	Southwest Community Publishing	10/15/2024	248.54
509194	The Eagle Uniform Co.	10/15/2024	474.75
509195	Scott Urbanski	10/15/2024	2,250.00
509196	Village of Lemont	10/15/2024	300.00
509197	WASTE MANAGEMENT	10/15/2024	33,786.98
509198	Zoll	10/15/2024	624.01
509199	Aero Removals	10/22/2024	850.00
509200	Air One Equipment, Inc.	10/22/2024	420.00
509201	Anthony T. Bertucca	10/22/2024	900.00
509202	Artistic Engraving	10/22/2024	717.00
509203	Citizens Bank	10/22/2024	4,234.04
509204	College of DuPage	10/22/2024	4,696.00
509205	Lenny's Gas N Wash Cicero and Pershi...	10/22/2024	646.20
509206	Lexipoi, LLC	10/22/2024	10,748.71
509207	Municipal Clerks of the S/W Suburbs	10/22/2024	20.00
509208	Municipal Web Services	10/22/2024	270.00
509209	NAPA AUTO PARTS	10/22/2024	212.56
509210	S & S Industrial Supply	10/22/2024	857.69
509211	STAPLES BUSINESS CREDIT	10/22/2024	1,127.98
509212	VERIZON	10/22/2024	2,559.58
509213	Yuritz RC Landscaping Inc	10/22/2024	2,700.00
509214	Air Comfort	10/29/2024	2,098.00
509217	ANDERSON PEST SOLUTIONS	10/29/2024	143.10
509218	Bell Fuels, Inc.	10/29/2024	9,563.32
509219	Canon Financial Services, Inc.	10/29/2024	2,881.09
509221	Deece Automotive	10/29/2024	2,915.00
509222	Illinois Tollway	10/29/2024	188.40
509223	Jack's Inc.	10/29/2024	151.20
509224	Johnson Controls Security Solutions	10/29/2024	1,487.86
509225	L.A. Fasteners, Inc.	10/29/2024	545.70
509226	Menards - Hodgkins	10/29/2024	510.31

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 10/11/2024 Through 10/31/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
509227	Metro Garage, Inc.	10/29/2024	568.30
509230	Range Ventilation Design, Inc.	10/29/2024	345.00
509231	RAY O'HERRON CO. INC.	10/29/2024	112.28
509232	RESTORE CONSTRUCTION INC.	10/29/2024	238.00
509234	Securitas Technology Corporation	10/29/2024	750.00
509235	STAPLES BUSINESS CREDIT	10/29/2024	160.00
509236	THOMSON REUTERS-WEST	10/29/2024	376.99
	Total 01 - General Fund		118,056.37

VOS_41665_Village of Stickney
 Check/Voucher Register - Check Register
 02 - Water Fund
 From 10/11/2024 Through 10/31/2024

Check Number	Vendor Name	Effective Date	Check Amount
509168	Berwyn ACE Hardware	10/15/2024	194.93
509174	ETP LABS INC.	10/15/2024	160.00
509177	Heidelberg Materials	10/15/2024	2,179.98
509187	NICOR GAS	10/15/2024	191.74
509189	O'Reilly First Call	10/15/2024	346.33
509215	ALEXANDER CHEMICAL CORPORATION	10/29/2024	360.50
509216	Alta Construction Equipment Illinois LLC	10/29/2024	258.64
509218	Bell Fuels, Inc.	10/29/2024	4,781.62
509220	Clear View	10/29/2024	2,562.00
509224	Johnson Controls Security Solutions	10/29/2024	221.90
509228	Metropolitan Industries, Inc	10/29/2024	100.00
509229	PIPE VIEW LLC	10/29/2024	8,412.77
509233	Riccio Construction Corporation	10/29/2024	9,223.70
509237	HIGH STAR TRAFFIC	10/29/2024	937.00
	Total 02 - Water Fund		29,931.11

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 10/11/2024 Through 10/31/2024

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
509237	HIGH STAR TRAFFIC	10/29/2024	<u>393.50</u>
	Total 03 - Motor Fuel Tax Fund		393.50
			<hr/>
Report Total			148,380.98
			<hr/> <hr/>

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

6533 West Pershing Road
Stickney, Illinois 60402
Phone (708) 788-2131
Fax (708) 749-2742



JEFF WALIK
Mayor

October 21, 2024

Mark Steinhagen
Chairman – Police & Fire Commission
Village of Stickney
6533 Pershing Road
Stickney, IL 60402

Re: Next One (1) Eligible Candidate - Sergeants Eligibility List

Chairman Steinhagen,

I respectfully request that you provide me with the next eligible candidate off the Police Commissioners Seargeant's Eligibility List to fill the vacancy created by the retirement of Sgt. Frank Figueroa. This Seargeant promotion will be effective upon Village of Stickney Board of Trustee's approval at the Wednesday, November 6, 2024, regular board meeting.

Thank you in advance for your attention to this request. Please do not hesitate to contact me if you have any questions. Have a good day.

Respectfully,

A black rectangular redaction box covering the signature of James Sassetti.

James Sassetti
Chief of Police

Stickney Police Department



JAMES T. SASSETTI
Chief of Police

6533 West Pershing Road
Stickney, Illinois 60402
Phone (708) 788-2131
Fax (708) 749-2742



JEFF WALIK
Mayor

October 21, 2024

Re: Request to promote Officer's Brian Kelliher & Mitchell Hattan - Corporal

Honorable Mayor Jeff Walik and Village Trustees,

I respectfully request your consent and approval to promote Officer's Brian Kelliher & Mitchell Hattan respectively to the rank of Corporal effective Wednesday, November 6, 2024. Officers Kelliher & Hattan have shown to be exemplary officers, leaders among their peers and well deserving of this promotion. This promotion is within the scope of Stickney Municipal Code, Chapter 45, Sec. 46-33. Thank you in advance for your consideration with this request.

Respectfully,

A large black rectangular redaction box covering the signature of James T. Sassetti.

James T. Sassetti
Chief of Police

October 28, 2024

Hon. Jeff Walik,
Mayor
Village of Stickney
6533 West Pershing Road
Stickney, Illinois 60402

Re: **2025 MFT Maintenance – Rock Salt
MFT Section No. 25-00000-00-GM**

Dear Mayor Walik:



I have enclosed the following documents for your review and Board approval as summarized below:

- 1) Two (2) copies of the “**Municipal Estimate of Maintenance Costs**”, which details estimated costs for the proposed rock salt purchase. If this cost estimate meets your approval, please sign all copies as indicated.
- 2) Two (2) copies of the “**Maintenance Engineering Agreement for MFT Funds**”. If this Agreement meets your approval, please sign all copies as indicated.
- 3) Two (2) copies of a “**Resolution for Maintenance**”, which appropriates \$29,636.00 of MFT funds for the purchase of rock salt. All copies should be signed and sealed by the Clerk after Board approval.

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 these documents.

Note: Rock Salt is purchased through the State Central Management Services (CMS) Joint Purchasing Program. The State has recently awarded a contract to Morton Salt, Inc. to furnish rock salt for the Village for the 2024-25 winter season @ \$63.08/Ton which is \$9.42/Ton less than last year’s contract unit price.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
Mr. Joe Lopez, Public Works Supervisor, w/Enc.
Project No. 24400



District	County	Resolution Number	Resolution Type	Section Number
1	Cook	14-2024	Original	25-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney Illinois that there is hereby appropriated the sum of Twenty Nine Thousand Six Hundred Thirty Six and 00/100 Dollars (\$29,636.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved 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 Village of Stickney shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Audrey McAdams Village Clerk in and for said Village of Stickney in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Stickney at a meeting held on 11/06/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this November, 2024 day of November, 2024

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Stickney	Cook	25-00000-00-GM	05/01/24	04/30/25

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control (IDOT Joint Purchasing)	I	No	Rock Salt - Bulk	Ton	450	\$63.08	\$28,386.00	\$28,386.00
Total Operation Cost								\$28,386.00

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor	\$0.00	\$0.00	\$0.00	\$0.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Formal Contract (Bid Items)	\$28,386.00	\$0.00	\$0.00	\$28,386.00
Maintenance Total	\$28,386.00	\$0.00	\$0.00	\$28,386.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Total Estimated Maintenance	\$29,636.00	\$0.00	\$0.00	\$29,636.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Jeff Walik, Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Stickney	Cook	25-00000-00-GM	05/01/24	04/30/25

IDOT Department Use Only

Received Location	Received Date	Additional Location?
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>

WMFT Entry By	Entry Date
<input type="text"/>	<input type="text"/>



Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency Stickney	County Cook	Section Number 24-00000-00-GM
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The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), 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 (BLR 14220 for municipalities and counties), 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, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which 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. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance 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 maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature & Date

Title
Jeff Walik, Mayor

BY:
Consulting Engineer Signature & Date

Title
Timothy Geary, P.E.

P.E. Seal & Date

10-22-24



Approved:
Regional Engineer, IDOT Signature & Date

RESOLUTION NO. 15-2024

A RESOLUTION AUTHORIZING AND APPROVING A RESIGNATION AND SETTLEMENT AGREEMENT IN THE MATTER OF MARIA GUZMAN AND THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS

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

WHEREAS, as a home rule unit of local government the Village may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Illinois Fraternal Order of Police Labor Council (the "Union") filed a Grievance against the Village relating to the separation of Grievant Maria Guzman (the "Litigation"); and

WHEREAS, the Grievant alleges suffering certain damages resulting from her separation from the Village (the "Claims"); and

WHEREAS, the Grievant sought damages from the Village for the Claims; and

WHEREAS, the Village does not admit any wrongdoing on its part or on the part of any of its current or former employees, officers or officials, but the Grievant and the Village (together, the "Parties") wish to settle these matters to avoid protracted litigation and the costs associated therewith; and

WHEREAS, in an effort to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the Litigation, the Village, on one hand, and the Grievant, on the other hand, have agreed to resolve the Litigation as to all Parties in accordance with the terms set forth in the Resignation Agreement/ Settlement Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to agree to the terms of the Agreement; and

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

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

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to approve of the Agreement so as to settle the Litigation to avoid further controversy, costs, legal fees, inconvenience and any future litigation regarding any issue contained in or arising from the Litigation, to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is hereby authorized and directed to remit payment in accordance with the terms of the Agreement and to take all action necessary or appropriate to effectuate the terms of the Agreement.

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2024.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ___ day of _____, 2024.

Jeff Walik, President

ATTESTED AND FILED in my
office this ___ day of
_____, 2024.

Audrey McAdams, Village Clerk

EXHIBIT A

RESIGNATION AGREEMENT/ SETTLEMENT AGREEMENT

Officer Maria Guzman ("Officer Guzman"), the Stickney Police Department, the Village of Stickney (the Village), an Illinois Municipal Corporation, and the Illinois Fraternal Order of Police Labor Council, of 450 Gunderson Dr., Carol Stream, IL 60188 (the "Union") (individually a "Party," collectively, the "Parties") voluntarily agree to settle and resolve the pending grievance filed by Officer Guzman, Officer Guzman executes this Resignation Agreement/ Settlement Agreement, in accordance with the terms of this Agreement, as follows:

RECITALS

- A. Officer Guzman was employed by Stickney Police Department as a police officer for approximately eleven years.
- B. Officer Guzman filed a grievance with Stickney on July 21, 2023.
- C. Both Officer Guzman and the Village of Stickney and Stickney Police Department have mutually agreed to end her employment with the Stickney Police Department.
- D. The Town has agreed to rescind Officer Guzman's termination and not to proceed with the disciplinary charges against Officer Guzman with respect to the instant pending grievance that was filed by Officer Guzman on July 21, 2023.
- E. Officer Guzman has agreed to withdraw the above referenced grievance and submit a letter of resignation to the Village of Stickney effective July 21, 2023.
- F. The Parties have determined that it is in their respective best interests to resolve any and all disputes between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any future litigation regarding these matters; and

As a result of the above, the parties now desire to enter into this Agreement to amicably conclude Officer Guzman's employment with the Village of Stickney and Stickney Police Department subject to the terms, conditions, and limitations set forth in this Agreement.

Now, therefore for and in consideration of the provisions, covenants, and mutual promises



contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

Section 1. Resignation; Acceptance. Officer Guzman shall resign her employment with the Stickney Police Department, effective on July 21, 2023 and the Village shall accept her resignation. Officer Guzman understands that her resignation is irrevocable and may not be withdrawn. Officer Guzman shall withdraw all previously submitted grievances against the Village of Stickney and Stickney Police Department.

Section 2. Rescinded Discipline. In consideration of this agreement herein, the Village will rescind the termination of Officer Guzman's employment. The investigative file shall reflect that said investigation is closed. Furthermore, there shall be no final disciplinary action/finding entered as to Officer Guzman in regards to the investigation findings based on the tendered resignation.

Section 3. Neutral Reference. The Village agrees that any and all contacts regarding references for Officer Guzman will be neutral and identify her date of hire and her date of resignation.

Section 4. Future Employment. Officer Guzman agrees that she will not seek future employment from the Village of Stickney, Illinois. If at any point Officer Guzman were to receive employment from the Village, this Agreement shall serve as a non-appealable, non-revocable reason to immediately terminate Officer Guzman.

Section 5. Non-admissions. The fact and terms of this Agreement are not an admission by either Officer Guzman or the Village of Stickney of the legal or factual position taken by the other party and both parties acknowledge that the terms of this Agreement shall not be used in any future legal proceeding.

Section 6. Consideration. The Village of Stickney agrees to pay Officer Guzman the amount of twenty-six thousand dollars and no cents (\$26,000.00) within 30 days of entry of this agreement. In the event the amount is not remitted to Officer Guzman, this Agreement shall be deemed null and void.

A handwritten signature in black ink, appearing to read "Marie Lopez", is located in the bottom right corner of the page.

Section 7. Release.

- A. For the purpose of this Agreement, the terms "Released Parties" includes the Village of Stickney, Illinois, Mayor Jeff Walik, Police Chief James Sasseti, Deputy Chief Frank Figueroa, Deputy Chief Jerry Chlada and the Village's current, former and future elected officials, trustees, commissioners, officers, members, attorneys, counselors representatives, administrators, affiliates, fiduciaries, insurers, employees, and/or agents, including but not limited to, partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs and assigns.
- B. The Parties acknowledge that Officer Guzman has a lawsuit currently pending against the Village, entitled *Maria Guzman v. Village of Stickney, et al.*, No. 24-cv-4606 in the United States District Court for the Northern District Court for the Northern District of Illinois, Eastern Division (hereinafter, "Guzman v. Village lawsuit"). The Parties agree that any waiver of claims set out in this Agreement does not include the aforementioned lawsuit, related corrected or refilings of the lawsuit, related appeals, or the EEOC charge upon which the lawsuit is based. Said waiver shall also not include any claims not waivable by law.
- C. To the greatest extent permitted by law, Officer Guzman, for herself and her attorneys, insurers, successors, predecessors, heirs, beneficiaries and assigns agree to release and forever discharge the Released Parties from and regarding all claims, other than the Guzman v. Village lawsuit, as provided in section 7, paragraph B of this Agreement, she has or might have as of the time of the execution of this Agreement, whether known or unknown, related to, or arising out of Officer Guzman's employment with the Village. By way of explanation, but not limited to its completeness, Officer Guzman fully, finally and unconditionally releases, compromises, waives and forever discharges the Release Parties form and for any and all claims, liabilities, suites, personal injury damages, costs grievances, injuries, actions or rights of action, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal state, local or private court, agency, arbitrator

or any other entity, based upon Officer Guzman's employment with the Village, and any alleged act or omission to act by the Release Parties, except as provided in Section 7, Paragraph B of this Agreement.

D. This Agreement extinguishes all claims that Officer Guzman has or may have for equitable and legal relief, damages, and attorneys fees and costs, other than the Guzman v. Village lawsuit, as provided in Section 7 Paragraph B of the Agreement. Moreover, Officer Guzman specifically and intends and agrees that this Agreement fully contemplates claims for attorney's fees and costs, and hereby waives, compromises, releases and discharges all such claims or liens which in any fashion should attach to the Released Parties except as provided in Section 7, Paragraph B of this Agreement.

E. Officer Guzman further represents and warrants that other than the Guzman v. Village lawsuit, and related EEOC charge as provided in Section 7 Paragraph B of this Agreement, no other lawsuit, charge, claim or other complaint remains pending with any local, state or federal court and/or administrative agency, against the Village and the Released Parties. In the event the Release Parties receive notice that any local, state or federal court and/or administrative agency has any other lawsuit, claim, charge or other complaint pending against the Village or the Released Parties by Officer Guzman, then Officer Guzman agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim or other complaint dismissed with prejudice at no cost to the Village or the Released Parties.

F. Nothing in this Agreement restricts the right held by Officer Guzman, the Village or the Released Parties to enforce this Agreement.

Section 8. No Grievance Filed.

Provided that the Village complies with this Agreement, the Union agrees that it shall not file any further grievance on this matter, and that it shall withdraw any previous grievance filed by Officer Guzman against the Village.



Section 9. **RIGHT TO COUNSEL.** OFFICER GUZMAN ACKNOWLEDGES THAT SHE WAS INFORMED THAT SHE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, PLAINTIFF ACKNOWLEDGES THAT SHE HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF HER OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT SHE HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

Section 10. **Acknowledgement of Contents and Effect.** Officer Guzman declares that she and her attorney and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by Officer Guzman. Officer Guzman fully understands its terms and contents, including the rights and obligations hereunder, and Officer Guzman freely, voluntarily and without coercion enters into this Agreement. Further, Officer Guzman agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to her claims connected to her employment with the Village, and that the waiver and release of all rights or claims they may have under any local, state or federal law is knowing and voluntary except as provided in Section 7, Paragraph B of this Agreement.

Section 11. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral or written communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

Section 12. **Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings, and communications between the Parties.

Section 13. **Attorney Fees and Expenses.** Except for the payment specified in Section 6, each Party to this matter is responsible for the payment of his, her, or its own attorney's fees, costs, disbursements, expenses or any other monies expended in connection with this matter.



Section 14. Amendment. This Agreement may be amended only by a written document signed by Officer Guzman and the Village.

Section 15. Assignment. Officer Guzman expressly represents and promises that she has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer, a) any claims, or portions of claims against the Village or the Released Parties; b) any rights that she may have had to assert claims on her behalf or on behalf of others against the Village of the Released Parties; and c) any right she might have or have to the money to be paid to herself or her counsel.

Section 16. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

Section 18. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted, and enforced in accordance with the laws of the State of Illinois exclusive of its conflicts of law's provisions.

Section 19. Jurisdiction. This Agreement and any legal actions concerning its validity, interpretation, and performance between the Parties arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois, County of Cook.

Section 20. Knowing and Voluntary Agreement. Officer Guzman, the Union and the Village represent and acknowledge that they have carefully read and fully understand all the provisions of this Agreement, and all Parties are signing this document freely and voluntarily.

Section 21. Effective Date. This Agreement shall become effective and binding on both parties upon execution by both parties.

[SIGNATURE PAGE TO FOLLOW]

6 

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR AS INDICATED BELOW.

By: Maria Guzman

Officer Maria Guzman

Dated this 25th day of October, 2024

By: _____

Village of Stickney

Mayor Jeff Walik

Dated this ____ day of _____, 2024