

# VILLAGE OF STICKNEY

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



**Jeff Walik**  
Village President

**Mary 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

**Tuesday, August 6, 2019**

**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. Approve Resolution 13-2019, "A Resolution Approving and Authorizing the Execution of a Cost Sharing Intergovernmental Agreement for Participation in the 2019 Statewide Planning and Research Program ("SPRP" of the Illinois Department of Transportation ("IDOT")) with the Village of Western Springs to Serve as Lead Agency for Purposes of Applying for an IDOT Grant to Pay a Consulting Engineer to Prepare a Regional Comprehensive Transportation Infrastructure Plan and Administering a Request for Qualifications Process for the Selection of Said Consulting Engineer for the Village of Stickney"
7. Approve Resolution 14-2019, "A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund"
8. Approve Resolution 15-2019, "A Resolution Awarding the Bid to the Lowest Responsive and Responsible Bidder to M& J Asphalt Paving Company, Inc. for Certain Paving Improvements in the Village of Stickney, for the Village of Stickney, County of Cook, State of Illinois"
9. Approve Resolution 16-2019, "A Resolution Rescinding and Revoking the Village of Stickney's Notice to Withdraw to the Intergovernmental Risk Management Agency"
10. Grant Permission to Conduct a Football and Soccer Parade August 10, 2019 at 12:00 noon from Haley Park to the Football/Soccer Field
11. Report from the President
12. Report from the Clerk
13. Trustee Reports/Committee Reports
14. Reports from Department Heads
  - a. Stickney Fire Department Semi-Annual Report
15. Public Comments
16. Adjournment

Posted August 1, 2019

**July 16, 2019**

**State of Illinois  
County of Cook  
Village of Stickney**

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, July 16, 2019, 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 Hrejsa, Kapolnek, Milenkovic, Torres and White  
Absent: Trustee Savopoulos**

**The Mayor recognized Deputy Clerk Beth Lukas for filling in for Clerk McAdams. The Mayor also mentioned that Trustee Savopoulos has an excused absence today.**

**Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous regular session on Tuesday, July 2, 2019.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White  
Nays: None  
Absent: Trustee Savopoulos  
Mayor Walik declared the motion carried.**

**Trustee White moved, duly seconded by Trustee Milenkovic 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: Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White  
Nays: None  
Absent: Trustee Savopoulos  
Mayor Walik declared the motion carried.**

**At this point, Mayor Walik introduced Stickney Township Animal Control Officer Pam Barnett. We were told that it is her job to protect the public from animals that could hurt you. And, we protect the animals from the public that can harm them. That is the number one thing that Animal Control does today. They help with nuisance wildlife such as skunks, raccoons and foxes, and we will take anything that is injured. If it is digging on your property, we teach you how to remove the attraction first. You can always call in anonymously. She gets calls of dogs living in garages or tied up. There are many laws for animals on the books. She invited people to call her with their questions or comments. She has an office in Burbank. We were told that if it is above 86 degrees the laws kick in for extreme weather conditions. The first warning she gives is a misdemeanor, the second warning is a class 4 felony. She discussed**

**Distemper.** She picked up 13 raccoons in Stickney that were dropping out of trees. Others were sick and still alive. Animal Control does not pick up dead animals. If is on public ways it is public works that picks up the animal. Otherwise, it is your problem. She will scan an animal that is dead to discover their identity. Stickney Township has contracted with Animals Welfare. The Village of Stickney has a contract with Waggin Tails in Cicero. Animal Welfare does not accept any animals from the public. Lastly, she addressed rat poison misuse where people scatter it around in piles on the ground. She mentioned that people will place containers of antifreeze out for animals to drink. She tries to educate people that this will not just kill the rats, it will kill everything. Our Township provides rat control for free where they will give you a rat box with rat poison. Call the Health Department for a rat box.

**Ed Bartunek** mentioned to the audience that the Animal Warden left informative pamphlets in the lobby.

**Trustee White** moved, duly seconded by **Trustee Torres** to pass and approve Ordinance 2019-10, "An Ordinance Amending Chapter 78, Section 78-318 of the Village of Stickney Municipal Code Regarding Local Motor Fuel Tax the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

**Ayes:** Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

**Nays:** None

**Absent:** Trustee Savopoulos

**Mayor Walik** declared the motion carried.

**Trustee Kapolnek** moved, duly seconded by **Trustee Hrejsa** to pass and approve Ordinance 2019-11, "An Ordinance Authorizing and Approving a Five-Year Extension on a Lease for Certain Real Property Leased by the Village of Stickney From the Metropolitan Water Reclamation District of Greater Chicago for the Village of Stickney, County of Cook, State of Illinois"

Upon the roll call, the following Trustees voted:

**Ayes:** Trustee Hrejsa, Kapolnek, Milenkovic, Torres and White

**Nays:** None

**Absent:** Trustee Savopoulos

**Mayor Walik** declared the motion carried.

**MAYOR'S REPORT:** Mayor Walik reminded people of the August 5, 2019 Senior Luncheon to be held at Saint Pius X. We will begin our new LED lighting installations around the Village. We should have it done by our next meeting. The Mayor reminded people of the safety measures to take with the excessive heat.

**TRUSTEE REPORTS:**

**Trustee Milenkovic** explained that he and Trustee Kapolnek have been working on a rat ordinance. He stated that the rat numbers are down but the Mayor still wasn't happy unless the numbers are completely down. He foresaw that this ordinance would include larger apartment buildings and commercial areas. The plan is to get it under control completely. Perhaps we will see the ordinance at the next meeting.

**Trustee Torres Read the Total Activity Report for the Stickney Police Department for January 1 – June 30, 2019:**

**Total number of calls for service; 11,867; Total number of E911 calls Received thru May 16, 2019: 761; Arrest by type: Traffic: 815; Village Ordinance Offences: 359; Warrants and Complaints: 35; Parking violations: 1,476; Total number of arrests/citations issued: 2,685;**

**Most common traffic-related tickets issued: Speeding: 285; No Insurance: 105; No Driver's License or Driving Suspended/Revoked: 81; DUI or Alcohol Related Tickets: 24;**

**Most common parking tickets issued: Snow Removal: 398; Street Sweeping: 365; Vehicle Stickers: 180; Expired Registration: 156;**

**Index Crimes Offenses: Homicides Number 0; Rape Number 0; Robbery Number 1 Arrests 1; Aggravated Assault & Battery Number 0; Burglary Number 2; Theft Number 11. Arrests 3; Motor Vehicle Theft: 1; Arson Number: 0; Human Trafficking Number 0.**

**Common Activities/Incidents: Ambulance Assists: 233; Assist Other Agency: 144; Battery: 5, Burglar Alarms: 20; Disturbance Calls: 67; Domestic-Related Incident: 65; Hold Up Alarms: 5; Lost/Mislaid Property: 38; Loud Noise Complaints: 54; Neighbor Complaint: 24; Motorist Assists: 93; Open Door/Window Investigations: 163;**

**Suspicious Noise/Person/Vehicle: 304; Traffic stops: 1,420; Traffic Accidents: 245; Funds Collected: Admin Reports: \$1,150.00; Admin Tow Releases: \$54,620.00; Boot Fees: \$200.00; Ordinance: \$27,186.94; Cannabis (part of Ordinance): \$3,300.00; Parking: \$58,016.61; TOTAL: \$141,173.55**

**Ordinance Control Report Ordinance Investigations: Ordinance Investigations: 897; Business License Investigations: 26; Violations Notices Issued: 49; Miscellaneous Details: 999; S.L.O. Citations Issued: 12; Parking Citations Issued: 359;**

**Lastly, Trustee Torres reminded people of the Village-Wide Garage Sale on July 27 & 28, from 9:00 to 2:00.**

**The Mayor thanked Trustee Torres, the Police Chief and Deputy Police Chief for the report. Remember this is for six months. We will have another one for the end of the year.**

**Trustee Kapolnek told us that it has been a little more than a year that the Village's Back-Flow program went into effect. This is an EPA mandate. Our Building Inspector Josh Brniak gets all the reports.**

#### **DEPARTMENT REPORTS:**

**Public Works Director Joe Lopez reminded us that Waste Management is starting earlier because of the heat. He told us that Waste Management will be conducting a Document Destruction Day on August 24<sup>th</sup> from 9:00 a.m. to Noon on 41<sup>st</sup> and Ridgeland.**

**Deputy Fire Chief Andrea Acosta gave safety tips for dealing with the excessive heat. Well-Being checks were encouraged for neighbors who have not been seen for a period of time. The cardinal rule is when you stop sweating you have overdone it.**

**Police Chief Dan Babich spoke about the July 4<sup>th</sup> activity in the Village. We had six officers on duty. They worked on July 3<sup>rd</sup> for a 15-hour day. We did it again on the 4<sup>th</sup>. They did it again on July 6<sup>th</sup>. He said that his guys did a fabulous job. They gave over 67 warnings to people. They wrote two citations. In addition, the Chief told about the vehicle sticker survey they have done. They wrote over 81 citations on their first night out. Additional survey days will be held later in the year. Our last new officer will be done with his training in two weeks. We will have 16-full officers plus the Deputy Chief. They are doing many traffic stops.**

**There being no further business, Trustee White moved, duly seconded by Trustee Kapolnek that the meeting be adjourned. Upon which the Board adopted the motion at 7:37p.m.**

**Respectfully submitted,**

\_\_\_\_\_  
**Beth Lukas, Deputy Village Clerk**

**Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019**

\_\_\_\_\_  
**Jeff Walik, Mayor**

**Village of Stickney**  
**Warrant Number 19-20-07**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
August 6, 2019

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		105,685.54
02 WATER FUND		26,508.86
03 MOTOR FUEL TAX FUND		-
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>132,194.40</u>
General Fund Payroll	7/24/2019	12,325.52
General Fund Payroll	8/1/2019	120,965.58
Water Fund Payroll	8/1/2019	11,263.73
	Subtotal:	<u>144,554.83</u>
Total to be Approved by Village Council		<u>276,749.23</u>

Approvals:

\_\_\_\_\_  
Jeff Walik, Mayor

\_\_\_\_\_  
Audrey McAdams, City Clerk

\_\_\_\_\_  
Treasurer

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 7/12/2019 Through 7/31/2019

Check Number	Vendor Name	Effective Date	Check Amount
500881	Air One Equipment, Inc.	7/29/2019	(205.00)
500920	Bell Fuels, Inc.	7/12/2019	1,777.67
500921	Dell Marketing L.P.	7/12/2019	2,179.43
500922	EMCOR SERVICES	7/12/2019	1,638.00
500923	Gonzalo Lopez	7/12/2019	25.00
500924	Leandra Torres	7/12/2019	120.00
500925	Local Lawn	7/12/2019	300.00
500927	Mary Hrejsa	7/12/2019	121.50
500928	Martin Implement Sales, Inc.	7/12/2019	72.32
500929	Menards - Hodgkins	7/12/2019	79.00
500930	Metro Garage, Inc.	7/12/2019	50.00
500932	Municipal Code Corporation	7/12/2019	637.90
500933	Neofunds	7/12/2019	500.00
500934	Novotny Engineering	7/12/2019	2,967.00
500935	Operating Engineers Local No. 399	7/12/2019	466.75
500936	O'Reilly First Call	7/12/2019	1,553.81
500937	Richard Jaczak	7/12/2019	58.97
500938	SF Mobile-Vision, Inc.	7/12/2019	895.50
500939	Tameling Industries, Inc.	7/12/2019	128.00
500940	Urbanski Lawn Care	7/12/2019	1,000.00
500941	VERIZON	7/12/2019	2,136.82
500942	WASTE MANAGEMENT	7/12/2019	27,864.65
500943	Zoll	7/12/2019	105.00
500944	Eddie Korosa Jr.	7/25/2019	350.00
500945	Lynn Lupo	7/25/2019	400.00
500946	St. Pius X Catholic Church	7/25/2019	400.00
500947	Vito Zatto Show	7/25/2019	500.00
500948	Windy City Dueling Pianos	7/25/2019	750.00
500949	Air One Equipment, Inc.	7/31/2019	1,809.00
500950	AL KULAGA	7/31/2019	750.00
500951	ALAN BRINKER	7/31/2019	750.00
500952	Amerigas -5329	7/31/2019	50.07
500953	Associated Tire and Battery Co., Inc.	7/31/2019	347.00
500954	Autotime	7/31/2019	1,450.00
500955	Barbara Tomaino	7/31/2019	25.00
500956	Bell Fuels, Inc.	7/31/2019	4,530.08
500957	Bluders Tree Service & Landscaping	7/31/2019	575.00
500958	Call One	7/31/2019	0.00
500959	Camfil USA, Inc.	7/31/2019	63.92
500960	CASSIDY TIRES & SERVICE	7/31/2019	558.69
500961	CDW Government	7/31/2019	864.51
500962	CHICAGO COMMUNICATIONS, LLC	7/31/2019	300.00
500963	Chuck Budz	7/31/2019	25.00
500964	Cintas Corporation - #21	7/31/2019	608.04
500965	Citizens Bank	7/31/2019	0.00
500966	Comcast	7/31/2019	387.48
500967	ComEd	7/31/2019	225.69
500968	Eckert Enterprises, Inc.	7/31/2019	4,415.80
500970	Fire Equipment Associates	7/31/2019	1,047.00
500971	Flag World	7/31/2019	317.75
500972	JET BRITE CAR WASH	7/31/2019	81.00
500973	Johnson Controls Security Solutions	7/31/2019	4,556.29
500974	June Pena	7/31/2019	25.00
500975	Lembke & Sons True Value	7/31/2019	3.56
500976	Maria Medina	7/31/2019	25.00

**VOS\_41665\_Village of Stickney**  
 Check/Voucher Register - Check Register  
 01 - General Fund  
 From 7/12/2019 Through 7/31/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
500977	Medical Reimbursement Serviced	7/31/2019	727.05
500978	Meggitt Training Systems, Inc.	7/31/2019	1,088.85
500979	Menards - Hodgkins	7/31/2019	892.47
500980	Minuteman Press of Lyons	7/31/2019	173.08
500981	Mirella Olvera	7/31/2019	25.00
500982	MPC COMMUNICATIONS & LIGHTING ...	7/31/2019	3,862.10
500983	NICOR GAS	7/31/2019	109.81
500984	O'Reilly First Call	7/31/2019	526.02
500985	Ozinga Ready Mix Concrete, Inc.	7/31/2019	386.25
500986	Radar Man, Inc.	7/31/2019	312.50
500987	RAY O'HERRON CO. INC.	7/31/2019	1,472.50
500988	Restore Construction	7/31/2019	108.00
500990	ROBERT SENESE	7/31/2019	750.00
500991	Safelite Fulfillment, Inc.	7/31/2019	40.00
500992	SealMaster	7/31/2019	2,383.75
500993	Security Benefit	7/31/2019	2,029.00
500995	STAPLES BUSINESS CREDIT	7/31/2019	2,828.50
500996	The Sign Edge	7/31/2019	218.00
500997	United Radio Communications	7/31/2019	40.00
500998	Urbanski Lawn Care	7/31/2019	520.00
500999	Wednesday Journal, Inc.	7/31/2019	25.00
501000	Citizens Bank	7/31/2019	2,984.55
ACH073119	Call One	7/31/2019	5,645.53
	Total 01 - General Fund		97,811.16



**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
02 - Water Fund  
From 7/12/2019 Through 7/31/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
500920	Bell Fuels, Inc.	7/12/2019	101.58
500926	Lyons Pinner Electric Co.	7/12/2019	483.00
500931	Minuteman Press of Lyons	7/12/2019	555.88
500934	Novotny Engineering	7/12/2019	6,413.88
500956	Bell Fuels, Inc.	7/31/2019	258.87
500969	ETP LABS INC.	7/31/2019	76.00
500989	Riccio Construction Corporation	7/31/2019	<u>18,619.65</u>
	Total 02 - Water Fund		26,508.86

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
01 - General Fund  
From 7/12/2019 Through 7/31/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
500994	Standard Equipment Company	7/31/2019	<u>7,874.38</u>
	Total 01 - General Fund		7,874.38
			<hr/>
Report Total			132,194.40
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**RESOLUTION NO. 13 -2019**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM ("SPRP") OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER FOR THE VILLAGE OF STICKNEY**

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

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

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

**WHEREAS**, the Corporate Authorities of the Village desire to enter into the "COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM ("SPRP") OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER", a copy of which is attached hereto as Exhibit A and made a part hereof (the "Agreement"); and

**WHEREAS**, under the 2019 Statewide Planning & Research Program ("SPRP") offered by the Illinois Department of Transportation ("IDOT"), there is grant funding available to pay a consulting engineer to assist the fifteen (15) participating municipalities that comprise the West Central Municipal Conference ("WCMC") Central Council with identifying regionally significant transportation plans in each municipality by preparing a "Regional Comprehensive Transportation Infrastructure Plan" for purposes of increasing the Chicago Metropolitan Agency for Planning ("CMAP") ratings of the WCMC Central Council municipalities so that they will rank higher for the first call of the next available Surface Transportation Program ("STP") Shared Fund Grant (the "Project"); and

**WHEREAS**, the fifteen (15) participating municipalities that comprise the WCMC Central Council are as follows: Village of Berwyn, Village of Brookfield, Town of Cicero, City of Countryside, Village of Forest View, Village of Hodgkins, Village of Indian Head Park, Village of

La Grange, Village of La Grange Park, Village of Lyons, Village of McCook, Village of Riverside, Village of Stickney, Village of Summit and Village of Western Springs (the "Participants"); and

**WHEREAS**, since the WCMC is not eligible to apply to the SPRP for grant funding due to its corporate status, Western Springs Village President Alice Gallagher (Chair of the WCMC Central Council Transportation Committee) offered that the Village of Western Springs ("Western Springs") serve as "Lead Agency" or "Lead Participant" under the attached Agreement for purposes of applying for the SPRP Grant to pay for a consulting engineer to assist the Participants with increasing their CMAP ratings (individual benefit) and to prepare the Regional Comprehensive Transportation Infrastructure Plan (collective benefit) so that they will rank higher for the first call of the next available STP Shared Fund Grant. If awarded the SPRP Grant, Western Springs, as Lead Participant, will execute the SPRP Grant Agreement with IDOT for the Project funding, comply with all reporting and filing requirements associated with the SPRP Grant Agreement, manage and complete the Request for Qualifications ("RFQ") process, cooperatively with the Grant Committee, in order to select the consulting engineer or engineering firm, prepare and execute a professional services agreement with the selected consulting engineer for the Project, and coordinate and monitor the performance of the Project services by the selected consulting engineer.

**WHEREAS**, under the attached Agreement, WCMC Planning Liaison Michael Fricano, Western Springs Staff (Director of Municipal Services Matt Supert and Municipal Services Coordinator Casey Biernacki) and Western Springs Village Attorney Michael Jurusik of Klein, Thorpe and Jenkins, Ltd. ("KTJ"), or their designees, will prepare, coordinate and assist the "Grant Committee", as described in the enclosed Agreement, with the SPRP Grant Application process and the RFQ process for the funding and selection of the consulting engineer or engineering firm. In addition, Western Springs, as Lead Participant, will execute the SPRP Grant Agreement with IDOT for the Project funding, comply with all reporting and filing requirements associated with the SPRP Grant Agreement, prepare, approve and execute a professional services agreement with the selected consulting engineer for the Project, and coordinate and monitor the performance of the Project services by the selected consulting engineer; and

**WHEREAS**, based on communications with IDOT, the estimated cost for the consulting engineer to prepare the Regional Comprehensive Transportation Infrastructure Plan is One Hundred Thousand and No/100 Dollars (\$100,000.00) with an available award to the Participants for this Project by IDOT of SPRP Grant Funds equal to Eighty Thousand and No/100 Dollars (\$80,000.00) and a requirement of local matching funds of Twenty Thousand and No/100 Dollars (\$20,000.00) ("Local Matching Funds"). Per a June 28, 2018 letter from Erin L. Aleman, Director of Planning and Programming for IDOT, the IDOT share of funding for this Project has been confirmed and included in IDOT's 2019 SPR/PL Planning Work Program; and

**WHEREAS**, the Participants anticipate that the combined total of the SPRP Grant Funds and the Local Matching Funds from the Participants will cover the fees and costs of the selected engineer to complete the scope of services for the Project. Even so, the Participants agree to pay, on a prorated equal share basis, all Project costs authorized and incurred under the attached Agreement that exceed the total amount of the SPRP Grant Funds and the Local Matching Funds or that are not eligible for reimbursement under the SPRP Grant Funds,

including the fees and costs of the Western Springs Village Attorney for preparing this Agreement, the approving Resolutions and related Project documents, the RFQ document(s), the professional services agreement for the consulting engineer and the approving Resolution and any related documents, other Project work completed by the Western Springs Village Attorney under the Agreement and any out-of-pocket business expenses incurred by the WCMC, Western Springs or the Western Springs Village Attorney regarding the Project; and

**WHEREAS**, except for the Western Springs Village Attorney fees and costs and any out-of-pocket business expenses incurred by the WCMC, Western Springs or the Western Springs Village Attorney regarding the Project, all Participants agree to pay for their own respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by the Participant's own engineer(s), attorney(s) or any of their own retained professional consultants and out-of-pocket business expenses) that they incur and/or contribute to the Project. The WCMC agrees to pay its own administrative resources, staff time and the services provided by and fees and costs charged by the WCMC's own engineer(s), attorney(s) or any of their own retained professional consultants relating to the Project and shall not seek reimbursement from the Participants; and

**WHEREAS**, the Corporate Authorities have determined that there is a need to jointly cooperate and share the Project costs with the other Participants in order to obtain the SPRP Program Grant funding and to receive the individual and collective benefits of the Project, and have further determined that jointly undertaking the Project best serves the Participants' respective interests; and

**WHEREAS**, the corporate authorities of each of the Participants, who desire to participate in the Project, are required to vote in favor of the attached Agreement by approving a Resolution; and

**WHEREAS**, the President and Board of Trustees of the Village of Stickney have the authority to enter into the attached Agreement pursuant to their authority in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*), and find that entering into the attached Agreement is in the best interests of the Village of Stickney;

**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 and approve the "COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM ("SPRP") OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A

REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER”, a copy of which is attached hereto as Exhibit A and made a part hereof, and to authorize and direct the Village President and the Village Clerk, or their designees, to execute and deliver the attached Agreement to the other Participants and all other instruments and documents that are necessary to fulfill the Village of Stickney’s obligations under the Agreement.

**SECTION 3: AUTHORIZATION.** The Corporate Authorities hereby authorize the execution of and approve entering into the “COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM (“SPRP”) OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION (“IDOT”) WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER”, a copy of which is attached hereto as Exhibit A and made a part hereof, and authorize and direct the Village President and the Village Clerk, or their designees, to execute and deliver the attached Agreement to the other Participants and all other instruments and documents that are necessary to fulfill the Village of Stickney’s obligations under the Agreement. The Corporate Authorities hereby authorize the appropriation and expenditures of the necessary Village of Stickney funds to pay its share of the financial obligations under the attached Agreement. 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.

**SECTION 3.1:** Within ten (10) calendar days of approval of this Resolution, the Stickney Village Clerk is directed to transmit a fully executed, certified copy of this Resolution, along with copies of the executed Agreement identified in the Sections 2 and 3 above, by United States First Class Mail to: Attention of Casey Biernacki, Municipal Services Coordinator, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558.

**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 \_\_\_\_\_, 2019.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jeff Walik, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of  
\_\_\_\_\_, 2019

\_\_\_\_\_  
Audrey McAdams, Village Clerk



EXHIBIT A

**COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM ("SPRP") OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER**

(attached)



**COST SHARING INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE 2019 STATEWIDE PLANNING & RESEARCH PROGRAM ("SPRP") OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") WITH THE VILLAGE OF WESTERN SPRINGS TO SERVE AS LEAD AGENCY FOR PURPOSES OF APPLYING FOR AN IDOT GRANT TO PAY A CONSULTING ENGINEER TO PREPARE A REGIONAL COMPREHENSIVE TRANSPORTATION INFRASTRUCTURE PLAN AND ADMINISTERING A REQUEST FOR QUALIFICATIONS PROCESS FOR THE SELECTION OF SAID CONSULTING ENGINEER**

This **COST SHARING INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into by and between the Illinois municipalities who are members of the West Central Municipal Conference Central Council and who have approved and executed this Agreement (the "Participants") for the purposes set forth below. The Participants agree as follows:

**RECITALS:**

**WHEREAS**, under the 2019 Statewide Planning & Research Program ("SPRP") offered by the Illinois Department of Transportation ("IDOT"), there is grant funding available to pay a consulting engineer to assist the fifteen (15) participating municipalities that comprise the West Central Municipal Conference ("WCMC") Central Council with identifying regionally significant transportation plans in each municipality by preparing a "Regional Comprehensive Transportation Infrastructure Plan" for purposes of increasing the Chicago Metropolitan Agency for Planning ("CMAP") ratings of the WCMC Central Council municipalities so that they will rank higher for the first call of the next available Surface Transportation Program ("STP") Shared Fund Grant (the "Project"); and

**WHEREAS**, the fifteen (15) municipalities that comprise the West Central Municipal Conference ("WCMC") Central Council are as follows: Village of Berwyn, Village of Brookfield, Town of Cicero, City of Countryside, Village of Forest View, Village of Hodgkins, Village of Indian Head Park, Village of La Grange, Village of La Grange Park, Village of Lyons, Village of McCook, Village of Riverside, Village of Stickney, Village of Summit and Village of Western Springs; and

**WHEREAS**, since the WCMC is not eligible to apply to the SPRP for grant funding due to its corporate status, Western Springs Village President Alice Gallagher (Chair of the WCMC Central Council Transportation Committee) offered that the Village of Western Springs ("Western Springs") serve as "Lead Participant" under this Agreement for purposes of applying for the SPRP Grant to pay for a consulting engineer to prepare the Regional Comprehensive Transportation Infrastructure Plan (collective benefit), which will assist the Participants with increasing their CMAP ratings (individual benefit) so that they will rank higher for the first call of the next available STP Shared Fund Grant; and

**WHEREAS**, under this Agreement, Michael Fricano, WCMC Planning Liaison, Western Springs Staff (Matt Supert, Director of Municipal Services and Casey Biernacki, Municipal Services Coordinator) and Western Springs Village Attorney Michael Jurusik of Klein, Thorpe and Jenkins, Ltd. ("KTJ"), or their designees, will prepare, coordinate and assist the "Grant Committee", as described below, with the SPRP Grant Application process and the Request For Qualifications ("RFQ") process for the funding and selection of the consulting engineer or engineering firm. If awarded the SPRP Grant, Western Springs, as Lead Participant, will execute the SPRP Grant Agreement with IDOT for the Project funding, comply with all reporting and filing requirements associated with the SPRP Grant Agreement, administer and complete the RFQ process, in cooperation with the Grant Committee, in order to select the consulting engineer or engineering firm, prepare, approve and execute a professional services agreement with the

selected consulting engineer for the Project, and coordinate and monitor the performance of the Project services by the selected consulting engineer; and

**WHEREAS**, based on communications with IDOT, the estimated cost for the consulting engineer to prepare the Regional Comprehensive Transportation Infrastructure Plan is One Hundred Thousand and No/100 Dollars (\$100,000.00), with an available award to the Participants for this Project by IDOT of SPRP Grant Funds equal to Eighty Thousand and No/100 Dollars (\$80,000.00) and a requirement of local matching funds of Twenty Thousand and No/100 Dollars (\$20,000.00) ("Local Matching Funds"). Per a June 28, 2018 letter from Erin L. Aleman, Director of Planning and Programming for IDOT, the IDOT share of funding for this Project has been confirmed and included in IDOT's 2019 SPR/PL Planning Work Program, a copy of which has been provided to each Participant prior to its vote on this Agreement; and

**WHEREAS**, the Participants anticipate that the combined total of the SPRP Grant Funds and the Local Matching Funds from the Participants will cover the fees and costs of the selected consulting engineer to complete the scope of services for the Project. Even so, the Participants agree to pay, on a prorated equal share basis, all Project costs authorized and incurred under this Agreement that exceed the total amount of the SPRP Grant Funds and the Local Matching Funds or that are not eligible for reimbursement under the SPRP Grant Funds, including the fees and costs of the Western Springs Village Attorney for preparing this Agreement, the approving Resolutions and related Project documents, the RFQ document(s), the professional services agreement for the consulting engineer, and the approving Resolution and any related documents, other Project work completed by the Western Springs Village Attorney under this Agreement and any out-of-pocket business expenses incurred by the WCMC, Western Springs or the Western Springs Village Attorney regarding the Project ("Project Costs"); and

**WHEREAS**, except for the Western Springs Village Attorney fees and costs and any out-of-pocket business expenses incurred by the WCMC, Western Springs or the Western Springs Village Attorney regarding the Project, all Participants agree to pay for their own respective costs (e.g., their own administrative resources, staff time, services provided by and fees and costs charged by the Participant's own engineer(s), attorney(s) or any of their own retained professional consultants and out-of-pocket business expenses) that they incur and/or contribute to the Project. The WCMC agrees to pay its own administrative resources, staff time and the services provided by, and fees and costs charged by, the WCMC's own engineer(s), attorney(s) or any of their own retained professional consultants relating to the Project, and shall not seek reimbursement from the Participants for such fees, costs and expenses; and

**WHEREAS**, the corporate authorities of each of the Participants have determined that there is a need to jointly cooperate and share the related Project costs with the other Participants in order to obtain the SPRP Program Grant funding and to receive the individual and collective benefits of the Project, and the Participants have further determined that jointly undertaking the Project best serves their respective interests; and

**WHEREAS**, the corporate authorities of each of the Participants have taken all necessary corporate actions to approve and enter into this Agreement and to authorize their respective Mayor or President and Clerk to execute this Agreement on their behalf. This Agreement is authorized and entered into in accordance with applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*).

**NOW, THEREFORE**, in consideration of the mutual agreements, obligations and covenants set forth in this Agreement, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participants as follows:

**Section 1. Incorporation.** The above Recitals are incorporated by reference into this Section 1 as though fully set forth herein.

**Section 2. Commencement; Approval and Term of Agreement.**

- A. **Commencement.** This Agreement shall commence once Western Springs and at least one (1) other Participant have approved and executed their respective signature pages. The "Effective Date" of this Agreement shall be the date on which Western Springs executes its signature page.
- B. **Participation and Approval.** Participation in this Agreement is limited to those WCMC Central Council municipalities who join this Agreement on or after the Effective Date by having their corporate authorities approve this Agreement and directing their Village/Town Presidents and Mayors and Clerks to execute the signature page. After approval, each Participant shall deliver a certified copy of its fully executed approving Resolution and an executed signature page for this Agreement to: Casey Biernacki, Municipal Services Coordinator, Village of Western Springs, 740 Hillgrove Avenue, Western Springs, Illinois 60558.
- C. **Term.** Unless terminated earlier by the Participants or due to IDOT's denial of the SPRP Grant Funding Application, the term of this Agreement shall continue until all of the obligations of the Participants, including but not limited to those set forth in Section 5 (Scope of Project; SPRP Grant; Responsibilities of the Participants) below, are fulfilled and completed. This Agreement shall immediately terminate after: (a) the selected consulting engineer has completed its scope of services for the Project, as determined by the Participants, (b) Western Springs, as Lead Participant, has completed all of its obligations under this Agreement, (c) each of the Participants have completed all of its obligations under this Agreement, and (d) Western Springs, as the Lead Participant, has been fully reimbursed for all costs and expenses related to the Project, as provided in this Agreement.

**Section 3. Cooperation.** The Participants agree to cooperate and perform their respective obligations regarding the Project as required by this Agreement.

**Section 4. Lead Participant; Authority; Support Staff and Consultants.**

- A. **Lead Participant.** Western Springs shall serve as "Lead Participant" for the Project and shall provide periodic written status reports to the other Participants regarding the Project.
- B. **Authority.** Western Springs, as the Lead Participant, has the following authority:
  - (i) To make final decisions on Project matters in the absence of a consensus of a majority of the Participants or the Grant Committee (as defined below) that are consistent with the intended purposes of the Project;

- (ii) To coordinate and oversee the Project in a commercially reasonable manner as determined in Western Springs' exercise of its judgment and discretion; and
  - (iii) To stop work on the Project, or any portion of it, in the event of any dispute under this Agreement or under an agreement with any consultant when Western Springs determines, in the exercise of its judgment and discretion, that a stoppage is reasonable and necessary to protect the financial interests of the Participants.
- C. Support Staff and Consultants. WCMC Planning Liaison Michael Fricano, Western Springs Staff (Director of Municipal Services Matt Supert and Municipal Services Coordinator Casey Biernacki) and Western Springs Village Attorney Michael Jurusik, or their designees, will prepare all necessary documents and coordinate and assist with the SPRP Grant Application process and the RFQ process for the funding and selection of the consulting engineer or engineering firm to complete the Project.

**Section 5. Scope of Project; SPRP Grant; Responsibilities of the Participants.** The Participants agree as follows:

A. Scope of Project.

- a. SPRP Grant. Western Springs will apply for the SPRP Grant for the benefit of the Participants to pay a consulting engineer to prepare a Regional Comprehensive Transportation Infrastructure Plan to assist the Participants with identifying regionally significant transportation plans in each municipality for purposes of increasing their Chicago Metropolitan Agency for Planning ("CMAP") ratings so that they will rank higher for the first call of the next available STP Shared Fund Grant.
  - i. Estimated Budget for Project. The estimated cost for the consulting engineer to prepare the Regional Comprehensive Transportation Infrastructure Plan is One Hundred Thousand and No/100 Dollars (\$100,000.00), with an available award to the Participants for this Project by IDOT of SPRP Grant Funds equal to Eighty Thousand and No/100 Dollars (\$80,000.00) and a requirement of Local Matching Funds of Twenty Thousand and No/100 Dollars (\$20,000.00). Any additional costs and expenses that exceed the SPRP Grant Funds shall be paid by the Participants in accordance with the Cost Sharing provision set forth in Section 6. (Cost Sharing of Project Costs and Payment Obligations) below.
- b. Scope of Consulting Engineer Services. The consulting engineer or engineering firm shall prepare and deliver a "Regional Comprehensive Transportation Infrastructure Plan" for purposes of increasing the Chicago Metropolitan Agency for Planning ("CMAP") ratings of the WCMC Central Council municipalities so that they will rank higher for the first call of the next available STP Shared Fund Grant (the "Consulting Engineer Services"). The Consulting Engineer Services shall be performed in accordance with the provisions of the RFQ document(s) and the professional services agreement for the Project.
- c. Modification of Scope. The Participants may, by mutual unanimous agreement, expand or reduce or modify the scope of the Project, by approval and execution of a written addendum to this Agreement approved by the corporate authorities of the Participants.

**B. Responsibilities of the Participants.**

- a. Responsibilities of Lead Participant. Western Springs, as the Lead Participant, has the following responsibilities related to the Project:
- i. Preparation of this Agreement, the template adoption Resolution and the explanatory cover memorandum, and any related correspondence to IDOT;
  - ii. Communicate with and transmit to each Participant progress reports regarding status of the Project;
  - iii. Preparation and submittal to IDOT of a completed SPRP Grant Application and all other necessary submittals to apply for the SPRP Grant;
  - iv. Execution of the SPRP Grant Agreement with IDOT;
  - v. Receive, hold, manage, account for and payout the SPRP Grant Funds, for the benefit of the Project, in compliance with the applicable IDOT regulations, state laws and provisions of the SPRP Grant Agreement and this Agreement;
  - vi. Comply with all audit, reporting and filing requirements associated with the SPRP Grant Agreement and the SPRP Grant Funds;
  - vii. Preparation and issuance of the RFQ document(s) for the selection of a consulting engineer or engineering firm in accordance with applicable IDOT regulations and state law, including the Illinois Procurement Code (30 ILCS 500/1 *et seq.*) and the Illinois Local Government Professional Services Selection Act (50 ILCS 510/0.01 *et seq.*);
  - viii. Administer the RFQ process and assist the Grant Committee with the completion of the RFQ process, including the review and evaluation of RFQ responses to determine responsive and qualified candidates, preliminary ranking of RFQ responses/responsive and qualified candidates, interview(s) of responsive and qualified candidates, preparation of the Grant Committee's written recommendation for selection of the successful consulting engineer or engineering firm;
  - ix. Negotiate, prepare, approve and execute a professional services agreement for the selected consulting engineer for the Project, based on the Grant Committee's recommendation;
  - x. Coordinate and monitor the performance of the Project services by the selected consulting engineer and WCMC Planning Liaison Michael Fricano, Western Springs Staff (Director of Municipal Services Matt Supert and Municipal Services Coordinator Casey Biernacki) and Western Springs Village Attorney Michael Jurusik, or their designees;
  - xi. Administer and oversee the Project and the expenditure of the SPRP Grant Funds and the Participant Contributions (defined below in subsection b.) and the collection of additional Participant Contributions (if necessary), including coordination of all Project work, approving and making progress payments and final payment to the consulting engineer and any other person eligible to receive SPRP Grant Funds, executing all approved change orders to the

Consulting Engineer Services, accounting and invoicing for all of the Project Costs, and the return of any unused, excess portion of the Participant Contributions;

- xii. Preparation and delivery of periodic status reports, including fully executed copies of all pertinent agreements and related Project documents. The frequency of the status reports shall be determined by mutual agreement of the Participants, and will be dictated by the progress of the Project; and
  - xiii. Perform any other tasks or assignments relating to the Project, as agreed upon by unanimous consent of the Participants.
- b. Responsibilities of Participants. Each Participant has the following responsibilities related to the Project, and Western Springs is included as having these responsibilities unless the context dictates otherwise:
- i. Approval of this Agreement and the template adoption Resolution by each Participant's corporate authorities;
  - ii. Transmit an executed signature page of this Agreement and a certified copy of the fully executed template adoption Resolution to Western Springs, with a check payable to "Village of Western Springs" in the amount of Two Thousand Three Hundred and No/100 Dollars (\$2,300.00) as the Participant's share of the Local Matching Funds for the SPRP Grant Funds (equal to One Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$1,333.33)) and an additional deposit of funds (equal to Nine Hundred Sixty-Six and 67/100 Dollars (\$966.67)) to cover the shared Project Costs not eligible for reimbursement with SPRP Grant Funds ("Participant Contribution"). Any excess portion of the Participant Contribution that is not used to pay the Project Costs shall be promptly returned to each Participant at the conclusion of the Project;
  - iii. Promptly comply with the Cost Sharing payment obligations set forth below in Section 6 (Cost Sharing of Project Costs and Payment Obligations) and each of the other responsibilities and provisions contained in this Agreement;
  - iv. Review and respond to any Project documents (if requested) within ten (10) calendar days after receipt and submit any requested comments, revisions or responses to Western Springs. If a Participant fails to submit comments, revisions or responses to Western Springs within the 10-day time period, it will be assumed that the Participant has approved the content of the document(s) without comment, revision or a response; and
  - v. Review, execute and return to Western Springs any Project document(s) that needs to be executed by the Participant within ten (10) calendar days after receipt.

**Section 6. Cost Sharing of Project Costs and Payment Obligations.** The Participants shall share on a prorated equal share basis in the payment of all incurred, documented Project Costs (as defined at Page 2 above) as follows:



- A. Prorated Equal Cost Share Formula. The Participants agree that they are responsible for the payment of their respective share of the Project Costs, with each Participant being obligated to pay a prorated equal share of the incurred, documented Project Costs based on the total number of Participants who take corporate action to approve this Agreement. For illustrative purposes, if there are fifteen (15) Participants, each pays one-fifteenth (1/15th) of the incurred, documented Project Costs. The Participants may, by mutual unanimous agreement, add additional categories of Project Costs by execution of an addendum to this Agreement.
- B. Payment Obligations for Project Costs. Each of the Participants agrees as follows:
- a. Payment of the SPRP Grant Funds equal to Eighty Thousand and No/100 Dollars (\$80,000.00) shall be made by Western Springs to the consulting engineer for the performance of the Project Engineering Services for the benefit of all of the Participants, subject to IDOT approval and delivery of such SPRP Grant Funds to Western Springs.
  - b. Payment of the Local Matching Funds of Twenty Thousand and No/100 Dollars (\$20,000.00) shall be made by Western Springs to the consulting engineer for the performance of the Project Engineering Services for the benefit of all of the Participants, subject to IDOT approval and delivery of the initial \$80,000.00 SPRP Grant Funds to Western Springs as well as payment of the Participant Contributions.
  - c. Payment by the Participants, on a prorated equal share basis, to Western Springs upon written invoice with supporting documents of all incurred, documented Project Costs that exceed the total amount of the SPRP Grant Funds, the Local Matching Funds and the Participant Contributions.
  - d. Payment by the Participants, on a prorated equal share basis, to Western Springs upon written invoice with supporting documents of any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor. **Note:** If any portion of the SPRP Grant Funds paid to the consulting engineer or any other person are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor, and Western Springs is held liable for the repayment or return of such Funds at any time during the Term of this Agreement or after this Agreement has expired or terminated, the Participants agree that they will still be obligated to pay its prorated equal share of any such incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor.
  - e. Payments to Western Springs upon receipt of written invoice(s) with supporting documents of any incurred, documented Project Costs shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).
  - f. The obligation of each Participant to pay Western Springs under this Agreement is not subject to set-off, withholding, or any other claim or action, under any circumstances. Payments are due as provided in this Agreement regardless of any

issue, dispute, disagreement, dissatisfaction with the Project, withdrawal or termination due to breach of or default from this Agreement or any other matter under this Agreement or in any way related to the Project.

- C. Payment Schedule for Project Costs. Each of the Participants agrees to directly pay their respective share of the Project Costs under this Agreement, based on itemized invoices with supporting documents, upon receipt. A single invoice shall be sent by Western Springs to all Participants on a monthly or periodic basis that contains itemized, descriptive task/time entries of the Project Costs incurred for the time period covered by the invoice with an amount payable for each Participant.
- D. New Participants; True-Up Fee. As a condition of approving and participating under this Agreement, each new Participant shall be required to pay a prorated share of all Project Costs incurred under this Agreement prior to the date of approval of this Agreement by the new Participant (the "True-Up Fee") as well as its prorated equal share of all future Project Costs. The True-Up Fee shall be determined by Western Springs and set forth in a written invoice with supporting documents. Upon payment of its True-Up Fee by the new Participant to Western Springs, each of the existing Participants shall receive a prorated credit on the next Western Springs invoice to account for the new Participant's True-Up Fee.

**Section 7. Grant Committee.** The Grant Committee shall be a three (3) member committee, consisting of Western Springs Village President Alice Gallagher, WCMC Planning Liaison Michael Fricano and Western Springs Staff (Municipal Services Coordinator Casey Biernacki). Western Springs shall supply a person to serve as Secretary to the Grant Committee.

- A. Purpose; Authority. The Grant Committee will meet periodically, at a location to be determined by the Grant Committee, to review the status and progress of the Project and conduct the RFQ process, including the review and evaluation of RFQ responses to determine responsive and qualified candidates, preliminary ranking of RFQ responses/responsive and qualified candidates, interview(s) of responsive and qualified candidates, and preparation of a written recommendation for delivery to Western Springs regarding the selection of the most qualified and most preferred consulting engineer or engineering firm, with the assistance of Western Springs Village Attorney Michael Jurusik, or his designee. A copy of the recommendation shall be delivered to Western Springs and the other Participants.
- B. Meetings. The Grant Committee shall meet "on call", subject to compliance with the agenda notice and posting requirements of the Open Meetings Act, 5 ILCS 120/1 *et seq.*, ("OMA"), with which the Grant Committee shall comply.
- C. Procedure. Robert's Rules of Order shall govern the conduct of all meetings of the Grant Committee, until the Grant Committee establishes its own rules of proceeding.
- D. Quorum. A quorum for the transaction of all business by the Grant Committee shall consist of a majority of the Grant Committee members.
- E. Voting. Each Grant Committee member shall have one (1) vote. A majority vote of the total number of Grant Committee members physically present at a meeting shall be necessary for the Grant Committee to act, provide direction, reach a consensus or approve an agenda

item. Proxy voting is not allowed. Electronic participation in meetings is not allowed.

F. Secretary Duties. The Secretary shall:

- i. Take and maintain the minutes of the Grant Committee meetings in a binder provided for that purpose;
- ii. Arrange for all notices to be duly given or posted or published in accordance with the provisions of this Agreement or as required by law, and specifically as required by the OMA;
- iii. Serve as custodian of the records of the Grant Committee and perform all duties incident to the position of Secretary, including compliance with the OMA and the Local Records Act (50 ILCS 205/1 *et seq.*) (the "LRA");
- iv. Serve as the designated Freedom of Information Officer for the Grant Committee and ensure compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA");
- v. Perform any other assignments and tasks as directed by the Alliance Working Group; and
- vi. Perform the above duties in accordance with the LRA, the OMA and the FOIA.

G. No Compensation. No Grant Committee member shall receive any compensation for serving as a Grant Committee member, except that he/she may be reimbursed by his/her employer for actual, necessary and documented business expenses incurred as part of serving on the Grant Committee.

H. Authority. The Grant Committee is a recommending body and does not have the authority to bind any Participant to any agreement, contract, obligation or commitment that the Participant is not willing to agree to.

I. Disagreement with Grant Committee Consensus / Western Springs Direction. If a Participant disagrees with the consensus of or direction of the Grant Committee or Western Springs regarding any aspect of the Project, then the Participant must decide whether to continue to participate in, or withdraw from, this Agreement.

**Section 8. Waiver and Indemnification.** The Participants agree as follows:

A. Waiver of Right to Make Claims Against Grant Committee. West Central Municipal Conference and Western Springs. In consideration of the terms of this Agreement, the Participants each, individually and collectively, waive any right it/they may have at any time to assert any claim or action of any type whatsoever against the Grant Committee, the West Central Municipal Conference or Western Springs (and their respective appointed or elected officials, president and board of trustees, officers, employees, agents, attorneys, engineers and volunteers) for any act, omission, action or inaction of the Grant Committee, the West Central Municipal Conference or Western Springs (and their respective appointed or elected officials, president and board of trustees, officers, employees, agents, attorneys, engineers and volunteers) related in any way to this Agreement or the Project, except for actions for specific performance or breach of a specific term of this Agreement by Western Springs.

B. Indemnification. To the fullest extent permitted by law, each Participant (the "Indemnifying Participant") shall indemnify and defend each other Participant and its appointed and

elected officials, president and board of trustees, officers, employees, agents, attorneys, engineers and volunteers from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred as a result of any act or omission of the Indemnifying Participant related to this Agreement or the Project, excluding any specific performance-based or breach actions allowed by Section 8.A. of this Agreement. The Participants agree that this Section will be interpreted as broadly as possible under State of Illinois and federal law.

## **Section 9. General Provisions.**

A. **Termination.** The Term of this Agreement shall commence on its Effective Date and continue until the completion of the Project, as determined by the Participants, subject to compliance and satisfaction of all pending payments and obligations of the Participants, or the mutual termination of this Agreement by the Participants. Upon the mutual termination of this Agreement, the Participants shall pay their respective, unpaid portion of the invoiced Project Costs incurred during the Term of this Agreement through the date of termination. Termination of this Agreement shall not relieve any Participant from its obligation to pay its respective share of any outstanding Project Costs that may come due at a later date based on any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor. This Agreement may be terminated by the Participants if the SPRP Grant Funds are not awarded to Western Springs within twelve (12) consecutive months immediately after the Effective Date.

1. **Withdrawal; Termination; Continuation.** A Participant may withdraw from this Agreement by revoking its acceptance of this Agreement at any time for any reason by delivering written notice of withdrawal to each of the Participants, subject to forfeiture of the full amount of its already paid Participant Contribution and further subject to its payment of its respective, unpaid share of any additional Project Costs incurred through the date of the withdrawal notice that exceed the amount of its Participant Contribution. Upon the termination of this Agreement regarding the withdrawing Participant, said Participant shall be responsible for and pay its respective unpaid share of any additional Project Costs incurred through the date of the withdrawal notice that exceed the amount of its Participant Contribution. In regard to any withdrawing Participant, the Participants agree as follows:

- i. The withdrawal of a Participant shall not relieve the Participant from its obligation to pay its respective share of any outstanding Project Costs that may come due at a later date based on any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor; and
- ii. In the sole discretion of the remaining Participants, based on a majority vote of the corporate authorities of the remaining Participants, the withdrawing

Participant may be relieved of some or all of its payment obligation, but only in the event that a replacement party approves an addendum to this Agreement and assumes the financial responsibility of the withdrawing Participant; and

- iii. In the discretion of the remaining Participants, this Agreement may continue on in the event one or more of the Participants voluntarily withdraws from or terminates its/their participation in this Agreement.

2. **Termination; Breach.** Subject to Section 9.B below (Dispute Resolution Process) and Section 9.A.3. below (Breach; Payment and Interest; Cure), if a Participant fails to comply with its obligations as set forth in this Agreement, its continued participation in this Agreement may be terminated by a majority (vote) consensus of the other Participants, which consensus shall be based on a vote of each of the corporate authorities of the remaining Participants. Any Participant whose participation in this Agreement is terminated by the other Participants for a breach of this Agreement shall be subject to the following conditions:

- i. The terminated Participant shall forfeit the full amount of its already paid Participant Contribution and shall also be obligated to pay its respective, unpaid share of any additional Project Costs incurred through the date of the notice of termination that exceed the amount of its Participant Contribution;
- ii. The termination of a Participant shall not relieve the Participant from its obligation to pay its respective share of any outstanding Project Costs that may come due at a later date based on any incurred, documented Project Costs that are disallowed or deemed not eligible for reimbursement under the SPRP Grant Funds by IDOT or any other federal or state regulatory oversight agency or federal or state auditor; and
- iii. In the sole discretion of the remaining Participants, based on a majority vote of the corporate authorities of the remaining Participants, the terminated Participant may be relieved of some or all of its payment obligation, but only in the event that a replacement party approves an addendum to this Agreement and assumes the financial responsibility of the terminated Participant.

3. **Breach; Payment and Interest; Cure.** In the event that any Participant breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Participant shall be liable to the prevailing Participant(s) for the prevailing Participant's reasonable attorneys' fees and costs of suit incurred by the prevailing Participant(s). If any Participant fails to pay its respective share of the financial obligations payable under this Agreement, the breaching Participant's failure shall constitute an automatic breach of this Agreement; in such case, any fine, penalty or accrued interest that arises due to the late payment or failure to pay shall be the responsibility of the breaching Participant, and the other Participants shall be owed interest on the amount of the unpaid payment at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). A default or breach shall not constitute an actionable event of breach or default, if such breach or default cannot be cured within fifteen (15) calendar days, and the breaching Participant, within said fifteen

(15) calendar days, initiates and diligently pursues appropriate measures to remedy the breach / default and in any event cures such breach / default within thirty (30) calendar days after receipt of written notice of such breach / default. Each Participant shall be entitled to any and all remedies at law and in equity under this Agreement.

- B. **Dispute Resolution Process.** If a dispute arises between the Participants concerning this Agreement, representatives of the Participants (Mayors/Village Presidents or Village Administrators/Managers) will first attempt to resolve the dispute by negotiation. Each Participant will designate persons to negotiate on their behalf. The Participant(s) contending that a dispute exists must specifically identify in writing all issues and present it to the other Participant(s). The representatives of the Participants will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, ratified by the representatives of the Participants (if the matter is within his/her authority) or the corporate authorities of each Participant, which will be binding upon the Participants. If necessary, the Participants will execute an addendum to this Agreement. Each Participant will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section 9.B. If the Participants do not resolve the dispute through negotiation, any Participant to this Agreement may pursue any other available remedies to enforce the provisions of this Agreement. Any meeting of the representatives of the Participants shall comply with the OMA requirements, as applicable.
  
- C. **No Separate Legal Entity.** This Agreement establishes a cooperative undertaking, and it is not the intention of the Participants to create a new or separate legal entity by this Agreement. This Agreement does not establish or create a joint venture or partnership between the Participants, and no Participant shall be responsible for the liabilities and debts of the other Participants hereto.
  
- D. **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, e-mailed or sent by first class mail, postage prepaid, addressed to the Mayor or President or the Village Manager or Village Administrator of each Participant at their business mailing address and electronic telecommunications contact information, and to the Western Springs Staff, the WCMC and KTJ as follows:

Western Springs Staff	WCMC	KTJ
Attn: Casey Biernacki Municipal Services Coordinator Village of Western Springs 740 Hillgrove Avenue Western Springs, Illinois 60558 Phone: 708-246-1800 ext. 276 Fax: 708-246-0284 Email: <a href="mailto:cbiernacki@wsprings.com">cbiernacki@wsprings.com</a>	Attn: Michael Fricano, PMP Planning Liaison Central Council of Mayors West Central Municipal Conference 2000 Fifth Avenue, Building N River Grove, Illinois 60171 Phone: 708-453-9100 ext. 252 Fax: 708-____-_____ Email: <a href="mailto:mfricano@westcook.org">mfricano@westcook.org</a>	Attn: Michael T. Jurusik Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, Illinois 60606 Phone: 312-984-6432 Fax: 312-984-6444 Email: <a href="mailto:mtjurusik@ktjlaw.com">mtjurusik@ktjlaw.com</a>

All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed or e-mailed, or three (3) calendar days after being mailed, as the case may be.

- E. **Complete Agreement; Amendments; Counterparts.** This Agreement contains the entire understanding between the Participants and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Participants relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by all the Participants. This Agreement and each addendum may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement or addendum.
- F. **Assignment.** No Participant shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other Participants. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Participants hereto and their respective successors and assigns.
- G. **Authority to Execute Agreement.** The Participants warrant and represent that their respective signatures set forth below have been and are, on the date of their signatures, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- H. **Compliance With Laws.** The Participants to this Agreement shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
  - 1. **Certification.** Each Participant and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Participant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Participant and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Participant and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 *et seq.*; and have not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor have any of the Participants and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a

matter of record, nor has any official, officer, agent or employee of the Participants been so convicted nor made such an admission.

2. **Non-Discrimination.** Each Participant and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Participant maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Participant certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Participant certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).
3. **Conflict of Interest.** Each Participant represents and certifies that, to the best of their own respective knowledge: (1) no official, employee or agent of any of the Participants is interested in the business of any other Participant or this Agreement; (2) as of the date of this Agreement, none of the Participants nor any person employed or associated with any of the Participants has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) none of the Participants nor any person employed by or associated with any of the Participants shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
4. **Audit.** Western Springs shall be responsible for complying with any audit, reporting and filing requirements associated with the SPRP Grant Agreement and the SPRP Grant Funds. However, each Participant agrees to allow any other Participant and its auditors and attorneys to inspect and audit all data and records maintained by each Participant directly related to this Agreement and the financing thereof, except that any attorney-client privileged information, attorney work product or other confidential information is not subject to disclosure, inspection or audit. Upon written request, the data and records shall promptly be made available to the requesting Participant or its auditors or attorneys during normal business hours during the term of this Agreement, and for at least seven (7) consecutive calendar years after the termination of this Agreement. Copies of such data and records shall be promptly furnished by the Participant to the requesting Participant at a reasonable per-page photocopy expense, or in an electronic



or digital format at no charge. To the extent any data and records, or portions thereof, are exempt pursuant to the FOIA, the Participants may assert the applicable FOIA exemption(s), and then, if necessary, the Participants agree to use the Dispute Resolution Process (see Section 9.B. above) as a first step to resolving any dispute over the production of data and records. If the dispute is not resolved, the Participants may exercise their appeal rights under the FOIA.

- I. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- J. **Remedies.** In any action with respect to this Agreement, the Participants are free to pursue any legal remedies at law or in equity. If any Participant or Participants are required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and, by reason thereof, the Participant or Participants are required to use the services of an attorney, then the prevailing Participant or Participants shall be entitled to reimbursement of its/their reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining to the enforcement of this Agreement and in the enforcement of any remedy, including costs and fees relating to any appeal.
- K. **Waiver.** The failure of any Participant to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Participant's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by any Participant unless such waiver is in writing by said Participant. The Participants, by entering into this Agreement, do not waive any immunity provided by local, state or federal law.
- L. **Billing Rates for Western Springs Village Attorney.** Each Participant agrees to reimburse Western Springs for the legal fees and expenses that its Village Attorney (Michael T. Jurusik of the law firm of Klein, Thorpe and Jenkins, Ltd. of Chicago, Illinois) incurs relative to this Project. The legal fees and expenses are estimated to not exceed Five Thousand and No/100 Dollars (\$5,000.00). KTJ's regular "General Billable Hourly Rates and Expense Schedule" that applies to Western Springs will apply to all legal services relative to this Project. KTJ's hourly rate for legal services for this Project is \$210.00 per hour for partners and \$200.00 per hour for associates. A copy of the KTJ General Billable Hourly Rates and Expense Schedule is available upon request.
- M. **Exhibits.** In the event of a conflict between an Exhibit attached hereto and the text of this Agreement, the text of this Agreement shall control. The following Exhibits are attached to or incorporated into this Agreement, with any amended versions of the below documents being attached as they become available: **None.**

**IN WITNESS WHEREOF**, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or President and Clerk, on the days and year written below.

**SIGNATURE PAGE**

**TOWN / VILLAGE OF Stickney**

By: \_\_\_\_\_  
Name: Jeff Walik  
Title: Mayor/ President

By: \_\_\_\_\_  
Name: Audrey McAdams  
Title: Clerk

Date: \_\_\_\_\_, 2019.

Date: \_\_\_\_\_, 2019.

**Please complete the following contact information for your municipality:**

Name of Primary Contact Person for the Project: President Jeff Walik

Mailing Address: 6533 W. Pershing Road, Stickney, Illinois 60402

\_\_\_\_\_  
Email Address: jwalik@villageofstickney.com

Cell and Office Phone Numbers: cell: 312-515-7909 and office phone number: 708-749-4400

**After approval, mail, fax or e-mail to:**

Attn: Casey Biernacki  
Municipal Services Coordinator  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Phone: 708-246-1800 ext. 276  
Fax: 708-246-0284  
Email: cbiernacki@wsprings.com



# A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number

04771

**RESOLUTION**

Number 14-2019

WHEREAS, the Village of Stickney  
EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and  
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;\*

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Village of Stickney  
BOARD, COUNCIL, ETC.  
finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
<u>Village Clerk</u>	<u>5/1/09</u>
<u>Mayor</u>	<u>5/1/09</u>

**CERTIFICATION**

I, \_\_\_\_\_, the \_\_\_\_\_  
NAME CLERK OR SECRETARY OF THE BOARD

of the \_\_\_\_\_ of the County of \_\_\_\_\_,  
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its \_\_\_\_\_ at a meeting duly  
BOARD, COUNCIL, ETC.

convened and held on the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_  
DAY MONTH YEAR

\_\_\_\_\_  
SIGNATURE CLERK OR SECRETARY OF THE BOARD

\* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

**IMRF**

2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337

Employer Only Phone: 1-800-728-7971

www.imrf.org

**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS  
IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

**INCOME TAX INFORMATION**

All elected officials eligible to participate in IMRF are considered active participants in an employer sponsored retirement plan under the Internal Revenue Code, **even if the official does not elect to participate in IMRF**, and are subject to the IRA deductibility limits imposed by law.

**IMRF**

2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337

Employer Only Phone: 1-800-728-7971

[www.imrf.org](http://www.imrf.org)

**RESOLUTION NO. 15-2019**

**A RESOLUTION AWARDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO M&J ASPHALT PAVING COMPANY, INC. FOR CERTAIN PAVING IMPROVEMENTS IN THE VILLAGE OF STICKNEY, FOR 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**, 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**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

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

**WHEREAS**, the Village is in need of certain concrete work including the construction of a new driveway entrance at the Fire Department, a fuel island pad at the Public Works yard, a pad for the portable restrooms at the Park Pavilion, and a pad and sidewalk for the portable restroom at O'Reilly Park (the "Work"); and

**WHEREAS**, the Village, by and through its contracted engineers Novotny Engineering ("Novotny"), sought bids from qualified companies to perform the Work; and

**WHEREAS**, Novotny collected competitive bids and found that the lowest responsive and responsible bidder is M&J Asphalt Paving Company, Inc. ("M&J") and Novotny presented a recommendation to award the bid to M&J (see attached "Exhibit A"); and

**WHEREAS**, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to accept the bid from M&J pending successful negotiations for a contract or agreement for M&J to perform the Work for the Village (the "Bid");

**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 accept the bid from and award the bid to M&J pending successful negotiations for a contract or agreement for M&J to perform the Work for the Village.

**SECTION 3: AUTHORIZATION.** The Bid is hereby accepted and awarded to M&J pending successful negotiations for a contract or agreement for M&J to perform the Work for the Village. The Village Board hereby authorizes and directs the President or his designee to negotiate a contract or agreement with M&J for presentment to the Corporate Authorities for approval at a later date. The Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

**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 PAGE INTENTIONALLY LEFT BLANK)

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2019.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

**EXHIBIT A**



July 24, 2019

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

Re: **2019 P.C.C. Pavement Improvements**

Mesdames & Gentlemen:

Enclosed is the Tabulation of Bids for the bids that were received and opened for the above-captioned project at 10:00 a.m. on July 24, 2019. Three (3) bids were received and verified, with no errors found.

The low bid was submitted by M&J Asphalt Paving Company, Inc., submitting a proposal in the amount of \$67,538.00, which was \$3,899.00 (or 5.46%) below the Engineer's Estimate of \$71,437.00.

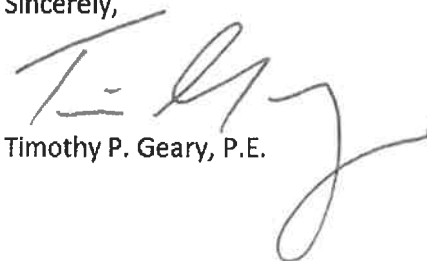
This project will include the construction of a new driveway entrance at the Fire Department, a fuel island pad at the Public Works yard, a pad for the portable restrooms at the Park Pavilion, and a pad and sidewalk for the portable restrooms at O'Reilly Park.

M&J Asphalt Paving Company, Inc. is qualified to complete this project. Their company performs both hot-mix asphalt paving and concrete construction work and has successfully completed a number of projects for our office in neighboring municipalities.

Therefore, we recommend that the Contract is awarded to **M&J Asphalt Paving Company, Inc., 3124 S. 60<sup>th</sup> Court, Cicero, IL 60804**, in the amount of **\$67,538.00**, based on their lowest responsible bid submittal.

Please contact me if you have any questions regarding this project.

Sincerely,



Timothy P. Geary, P.E.

TPG

Enclosure

cc: Ms. Audrey McAdams, Clerk, w/Enc.  
Mr. Joe Lopez, P.W. Director, w/Enc.  
File No. 19235

OWNER: Village of Stickney  
 PROJECT DESCRIPTION: 2019 P.C.C. Pavement Improvements

PROJECT NO: 19235

BID OPENING: July 24, 2019 @ 10:00 am

Item No	Description	Unit	Quantity	Engineers Estimate		M&J Asphalt Paving Co.		J. Nardulli Concrete, Inc.		Davis Concrete Const. Co.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Earth Excavation	CU YD	91	60.00	5,460.00	65.00	5,915.00	50.00	4,550.00	75.00	6,825.00
2	Subbase Granular Material, Type B	TON	106	40.00	4,240.00	17.00	1,802.00	40.00	4,240.00	38.00	4,028.00
3	Combination Concrete Curb and Gutter Removal and Replacement	FOOT	200	45.00	9,000.00	42.00	8,400.00	45.00	9,000.00	63.00	12,600.00
4	Pavement Removal	SQ YD	320	15.00	4,800.00	14.00	4,480.00	20.00	6,400.00	39.00	11,520.00
5	Welded Wire Reinforcement, Type A	SQ YD	376	7.00	2,632.00	8.00	3,008.00	15.00	5,640.00	10.00	3,760.00
6	Dowel Bars, 3/4" (Drilled in Place)	EACH	28	40.00	1,120.00	15.00	420.00	10.00	280.00	10.00	280.00
7	Tie Bars, 5/8"	EACH	148	12.00	1,776.00	7.00	1,036.00	10.00	1,480.00	8.00	1,184.00
8	Portland Cement Concrete Pavement, 9"	SQ YD	320	75.00	24,000.00	70.00	22,400.00	72.00	23,040.00	125.00	40,000.00
9	Portland Cement Concrete Pavement, 8"	SQ YD	56	75.00	4,200.00	80.00	4,480.00	72.00	4,032.00	100.00	5,600.00
10	Sidewalk Removal	SQ FT	60	2.50	150.00	10.00	600.00	5.00	300.00	10.00	600.00
11	Portland Cement Concrete Sidewalk, 5"	SQ FT	452	10.00	4,520.00	13.00	5,876.00	13.00	5,876.00	15.00	6,780.00
12	Curing Membrane and Protective Coat	SQ YD	428	1.75	749.00	3.25	1,391.00	2.75	1,177.00	3.00	1,284.00
13	Pavement Replacement - Surface Course, 3"	SQ YD	112	45.00	5,040.00	40.00	4,480.00	38.00	4,256.00	75.00	8,400.00
14	Catch Basins to be Adjusted	EACH	1	750.00	750.00	450.00	450.00	475.00	475.00	600.00	600.00
15	Guard Posts to be Removed	EACH	2	100.00	200.00	100.00	200.00	150.00	300.00	200.00	400.00
16	Guard Posts	EACH	4	700.00	2,800.00	650.00	2,600.00	850.00	3,400.00	650.00	2,600.00
<b>Totals:</b>					<b>\$ 71,437.00</b>		<b>\$ 67,538.00</b>		<b>\$ 74,446.00</b>		<b>\$ 106,461.00</b>
<b>Bid Error Corrections:</b>											
<b>Corrected Totals</b>					<b>\$ 67,538.00</b>		<b>\$ 67,538.00</b>		<b>\$ 74,446.00</b>		<b>\$ 106,461.00</b>
<b>Over / Under</b>					<b>-3,899.00</b>		<b>-3,899.00</b>		<b>3,009.00</b>		<b>35,024.00</b>
<b>Percent</b>					<b>-5.46%</b>		<b>-5.46%</b>		<b>4.21%</b>		<b>49.03%</b>

**RESOLUTION NO. 16-2019**

**A RESOLUTION RESCINDING AND REVOKING THE VILLAGE OF STICKNEY'S NOTICE TO WITHDRAW TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY**

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

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents and to operating efficiently as a unit of government; and

**WHEREAS**, the Village is and has been a Member of the Intergovernmental Risk Management Agency ("IRMA"), which currently serves as the Village's primary risk management and insurance carrier; and

**WHEREAS**, on March 28, 2019, the Village issued a notice to withdraw (the "Notice to Withdraw") to IRMA in compliance with Section 4.05 of the IRMA Contract and Bylaws; and

**WHEREAS**, since that date, the Village engaged in due diligence and has ultimately determined that at this time, it is in the best interests of the Village and its residents to rescind and revoke this Notice to Withdraw and to continue its membership and participation in IRMA; and

**WHEREAS**, the Corporate Authorities hereby wish to revoke and rescind its Notice to Withdraw Withdrawal, effective immediately.

**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 rescind and revoke the Village's Notice to Withdraw to IRMA and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION.** The Board hereby authorizes and directs the President or his designee to approve and send this Resolution and any other necessary documents or notices to IRMA 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 any rescission or revocation of the Notice to Withdraw required by IRMA to effectuate the intent of this Resolution 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 any documents required to effectuate the intent and 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.

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

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

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

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2019.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

**APPROVED** by me this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Jeff Walik, President**

**ATTESTED AND FILED** in my  
office this \_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
**Audrey McAdams, Village Clerk**

# EVERYBODY LOVES A PARADE

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Mayor Jeff Walik and the Village of Stickney present

The 1<sup>st</sup> Annual

Youth Soccer and Football

Kickoff Parade!!!!



Date : Saturday August 10, 2019

Kick Off Time: Noon

Parade Route:

The Parade will start at Haley Park, 40<sup>th</sup> and Grove.

The Parade will leave from the Park, heading to 41<sup>st</sup> Street and will then go east on 41<sup>st</sup> Street to Ridgeland.

The Parade will end at 41<sup>st</sup> and Ridgeland.



I scream, you scream, we all scream for ice cream.

Ice cream will be provided after the Parade.