

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 COURTROOM
6533 W. Pershing Road

Tuesday, October 19, 2021

7:00 p.m.

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of the Previous Regular Meeting
5. Authorize Payment of Bills
6. Motion to Waive Competitive Bidding Pursuant to 65 ILCS 5/8-9-1 Related to the Engagement of Certain Contractors for the Demolition of 6915 West Pershing Road, Stickney, Illinois
7. Pass and Approve Ordinance 2021-19, "An Ordinance Requesting that Certain Parcels Within the Village of Stickney be Acquired by the Village of Stickney Through the Cook County NO-CASH Bid Program"
8. Pass and Approve Ordinance 2021-20, "An Ordinance Amending Chapter 22, Article III, Section 22-73 of the Municipal Code, Village of Stickney, Illinois Regarding Business License Eligibility Requirements."
9. Pass and Approve Ordinance 2021-21, "An Ordinance Authorizing the Village of Stickney to Enter into a Certain Agreement with 3800 South Cicero, LLC, an Illinois Limited Liability Company to Provide Economic Incentives for the Redevelopment of Certain Real Property Located Within the Village of Stickney, County of Cook, State of Illinois"
10. Approve Resolution 17-2021, "A Resolution for Maintenance", Which Appropriates \$46,850.00 of MFT Funds for the Purchase of Rock Salt"
11. Approve Resolution 18-2021, "A Resolution Authorizing and Approving a "Maintenance Engineering Agreement for MFT Funds" by and Between Frank Novotny & Associates, Inc., DBA Novotny Engineering and the Village of Stickney for Preliminary Engineering and Engineering Inspection Services"
12. Approve Resolution 19-2021, "A Resolution Authorizing and Approving an Agreement with Quicket Solution, Inc. Related to Certain Police Department Hardware, Training and Software, and other Services for the Village of Stickney"
13. Approve Resolution 20-2021, "A Resolution Authorizing and Approving a Proposal with OMEGA III, LLC related to the Demolition of 6915 West Pershing Road in the Village of Stickney"

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- 14. Report from the President**
- 15. Report from the Clerk**
- 16. Trustee Reports/Committee Reports**
- 17. Reports from Department Heads**
- 18. Public Comments**
- 19. Adjournment**

Posted October 15, 2021

October 5, 2021

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 5, 2021, at 7:06 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to approve the minutes of the regular board meeting held on Tuesday, September 21, 2021.

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

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

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

Trustee Torres moved, duly seconded by Trustee Kapolnek to Pass and Approve Ordinance 2021-18, "An Ordinance to Tax and License Foreign Fire Insurance Companies"

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

Trustee Kapolnek moved, duly seconded by Trustee Torres to Pass and Approve Resolution 16-2021, "A Resolution Authorizing the Illinois Municipal League to Act as a Clearing House in the Collection and Distribution of the 2% Foreign Fire Insurance Company due to the Village of Stickney, Illinois"

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

Village Attorney Tiffany Nelson-Jaworski explained that this legislation allows the Village to collect a 2% tax on the fire insurance that is purchased by various companies or businesses throughout the Village. It is to reimburse the Village for the fire services and fire protection services that the Village provides to those businesses. That money then comes back to the Village and to the fire department to allow them to do various things. They could buy additional equipment, buy more gear, or rehab certain areas of the fire department. So, this will help the fire department as well as the overall municipal government.

Trustee Savopoulos moved, duly seconded by Trustee White Approve Request from The Salvation Army to Conduct their Red Kettle Campaign in front of Private Establishments in Stickney November 1 through December 24th

Upon the roll call, the following Trustees voted:

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

Absent: None

Nays: None

Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor said we have the Haunted Hayride coming up on October 16th. It is also Sweetest Day. Our tree trimming is coming up. Notify the Village if you need a tree trimmed. The Mayor congratulated Clerk McAdams on her 53rd Wedding Anniversary.

CLERK'S REPORT: The clerk introduced the Senate and House plan for the new legislative boarders. She had printed color copies available for the audience. The Congressional map should be ready at the end of the month.

The Mayor commented that the proposed legislators for the new map will be Representative Lisa Hernandez and Senator Anthony Munoz. They have already reached out to us.

TRUSTEE REPORTS:

Trustee Savopoulos: We were informed that there has been an application for the Zoning Board to meet on October 19th at 6:00 p.m. The purpose for this is a Zoning Petition concerning property located at 4429 Wenonah. The petitioner is requesting a variance to build two homes. The parcels are already subdivided and have two PIN numbers.

Trustee Milenkovic: We will have our tree lottery again. We have 15 trees available. The varieties offered were given. The winners will be announced the week of October 11. We will continue the tradition of collecting products for Operation Support our Troops. They provide comfort and care at home and away to active-

duty military, families, and veterans. A list of needed items was given. Donations will be accepted thru November 30, 2021. The Mayor added in that we collect 300 to 400 pounds.

Trustee Torres: The Trustee commented on the tree trimming completed on her block. She thanked Police Chief Sassetti for all the extra work he has done searching for funding resources in the form of grants for the Village. Next, the Trustee promoted the Haunted Hayride and the Pumpkin Patch. The Haunted Hayride is for anyone as well as the food and bonfire. The Pumpkin Patch is for the residents of the Village of Stickney.

Trustee Hrejsa: She thanked the volunteers for helping fill the Halloween treat bags. The Trustee promoted the Haunted Hayride. The Mayor thanked Public Works for helping fill the trick or treat bags.

DEPARTMENT REPORTS:

Fire Chief Jeff Boyajian: The Chief requested that people get their furnaces checked before the heating season. A reminder was given to change batteries in their smoke and carbon monoxide detectors. Remember to change the batteries in your detectors when you must change the clocks.

Police Chief Jim Sassetti: Crime reports have been given on news reports. We have not seen any crime that has been seen on TV. Be aware of your surroundings. If you see suspicious activity, call 9-1-1. In addition, since the schools have opened, we have conducted traffic studies with a focus on stop signs and speeding. The two speed trailers we have been placed on strategic streets and it has greatly reduced traffic violations in residential areas. When you see our officers on the street, offer them a "Job Well Done".

The Mayor announced that the Village Finance Director, David Gonzalez, is working on new grant money for this year and next year.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:29 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of 2021

Jeff Walik, Mayor

Village of Stickney
Warrant Number 21-22-11

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
October 19, 2021

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		83,790.32
02 WATER FUND		15,240.50
03 MOTOR FUEL TAX FUND		3,232.75
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>102,263.57</u>
General Fund Payroll	10/15/2021	203,236.42
Water Fund Payroll	10/15/2021	<u>15,673.14</u>
	Subtotal:	<u>218,909.56</u>

Total to be Approved by Village Council	<u><u>321,173.13</u></u>
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Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 10/1/2021 Through 10/15/2021

Check Number	Vendor Name	Effective Date	Check Amount
504339	Autotime	10/14/2021	(1,840.56)
504389	ABC Automotive Electronics	10/4/2021	110.60
504390	ANDERSON PEST SOLUTIONS	10/4/2021	77.95
504392	Google LLC	10/4/2021	204.00
504393	Konica Minolta Business Solutions U.S....	10/4/2021	269.89
504394	Algor Plumbing and Heating Supply	10/7/2021	38.90
504395	Anthony A. Rainiero	10/7/2021	15,000.00
504396	Bell Fuels, Inc.	10/7/2021	2,918.40
504397	Cintas Corporation - #21	10/7/2021	686.96
504398	CINTAS #769	10/7/2021	883.32
504399	Comcast Business	10/7/2021	4,222.65
504402	CPURX, Inc.	10/7/2021	750.00
504403	GROWING COMMUNITY MEDIA, NFP	10/7/2021	259.00
504404	Haiges Machinery, Inc.	10/7/2021	237.10
504407	Menards - Hodgkins	10/7/2021	109.23
504408	Monroe Truck Equipment, Inc.	10/7/2021	4,412.77
504409	Municipal Code Corporation	10/7/2021	648.00
504410	O'Reilly First Call	10/7/2021	350.39
504411	Russo's Power Equipment, Inc.	10/7/2021	585.87
504412	The Sign Edge	10/7/2021	42.00
504413	Standard Equipment Company	10/7/2021	327.70
504415	WASTE MANAGEMENT	10/7/2021	30,467.68
504416	Advantage Chevrolet	10/12/2021	84.94
504417	AMSTERDAM	10/12/2021	672.30
504418	Camfil USA, Inc.	10/12/2021	76.01
504419	CDW Government	10/12/2021	470.81
504420	Comcast	10/12/2021	290.54
504421	Dearborn National	10/12/2021	1,105.13
504422	International Associaton of Fire Chiefs	10/12/2021	265.00
504423	Lembke & Sons True Value	10/12/2021	211.49
504424	Municipal Emergency Services	10/12/2021	971.85
504425	NAPA AUTO PARTS	10/12/2021	132.12
504426	N.E.M.R.T.	10/12/2021	325.00
504427	Richard Jaczak	10/12/2021	40.00
504428	Roberto Santos	10/12/2021	4.19
504429	Skynet Security Systems	10/12/2021	137.50
504431	Yuritz RC Landscaping Inc	10/12/2021	1,300.00
504432	Air Comfort	10/14/2021	1,812.50
504433	Amerigas -5329	10/14/2021	206.78
504434	Artistic Engraving	10/14/2021	857.50
504435	B and B Maintenance, Inc	10/14/2021	1,560.00
504436	Bell Fuels, Inc.	10/14/2021	1,903.02
504437	Berwyn ACE Hardware	10/14/2021	9.97
504439	CINTAS	10/14/2021	111.54
504440	Citizens Bank	10/14/2021	2,385.63
504441	Comcast	10/14/2021	278.20
504442	CUMMINS	10/14/2021	303.54
504443	CWF Restoration	10/14/2021	650.00
504445	Gas Plus Corp	10/14/2021	323.82
504446	Joe Lopez	10/14/2021	203.87
504447	Johnson Controls Security Solutions	10/14/2021	1,131.48
504448	Just Tires	10/14/2021	1,606.00
504449	Municipal Web Services	10/14/2021	270.00
504452	RAY O'HERRON CO. INC.	10/14/2021	22.83
504454	VERIZON	10/14/2021	1,464.35

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 10/1/2021 Through 10/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
504455	Autotime	10/14/2021	<u>1,840.56</u>
	Total 01 - General Fund		83,790.32

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 10/1/2021 Through 10/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
504396	Bell Fuels, Inc.	10/7/2021	1,459.21
504397	Cintas Corporation - #21	10/7/2021	686.95
504398	CINTAS #769	10/7/2021	883.36
504400	Comcast	10/7/2021	185.59
504401	ComEd	10/7/2021	32.10
504405	Industrial Toolbox, Inc.	10/7/2021	273.96
504406	Lehigh Hanson	10/7/2021	1,373.77
504410	O'Reilly First Call	10/7/2021	175.18
504413	Standard Equipment Company	10/7/2021	891.39
504414	Tameling Industries, Inc.	10/7/2021	270.60
504430	Widaman Sign	10/12/2021	95.00
504436	Bell Fuels, Inc.	10/14/2021	951.52
504438	Brookfield Auto Center	10/14/2021	4,879.82
504440	Citizens Bank	10/14/2021	515.30
504444	Ferguson Waterworks	10/14/2021	240.00
504450	NICOR GAS	10/14/2021	154.59
504451	POMP'S TIRE SERVICE, INC.	10/14/2021	1,957.26
504453	S & S Industrial Supply	10/14/2021	214.90
	Total 02 - Water Fund		15,240.50

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 10/1/2021 Through 10/15/2021

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
504391	ComEd	10/4/2021	209.75
504401	ComEd	10/7/2021	3,023.00
	Total 03 - Motor Fuel Tax Fund		3,232.75
			<hr/>
Report Total			102,263.57
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**THE VILLAGE OF STICKNEY
COOK COUNTY, ILLINOIS**

ORDINANCE NO. 2021-19

**AN ORDINANCE REQUESTING THAT CERTAIN PARCELS WITHIN THE VILLAGE OF
STICKNEY BE ACQUIRED BY THE VILLAGE OF STICKNEY THROUGH THE COOK COUNTY
NO-CASH BID PROGRAM.**

Jeff Walik, President

Audrey McAdams, Clerk

Mary Hrejsa, Trustee

Tim Kapolnek, Trustee

Mitchell Milenkovic, Trustee

Sam Savopoulos, Trustee

Lea Torres, Trustee

Jeff White, Trustee

ORDINANCE NO. 2021-19

**AN ORDINANCE REQUESTING THAT CERTAIN PARCELS WITHIN THE VILLAGE OF
STICKNEY BE ACQUIRED BY THE VILLAGE OF STICKNEY THROUGH THE COOK COUNTY
NO-CASH BID PROGRAM**

* * *

WHEREAS, the corporate authorities of the Village of Stickney (the "Village") desire to acquire the parcels identified by the following Property Identification Numbers: 19-06-205-058-0000, 19-06-205-060-0000, and 19-06-205-061-0000 (the "Properties") in volume 188, to be held and intended for redevelopment by the Village of Stickney until such time as one or more proposals for a taxable use of the Properties are made to the Village by one or more developers;

WHEREAS, the Properties are located at the following addresses in Stickney, Illinois: 6511 West Pershing Road, Stickney, IL 60402 (PIN Nos. 19-06-205-058-0000 and 19-06-205-061-0000); 6509 West Pershing Road, Stickney, IL 60402 (PIN No. 19-06-205-060-0000); all three properties are presently commercial 5-17 properties and are unoccupied. By acquiring the Properties through the Cook County No-Cash Bid Program, the Village will benefit by eliminating a public nuisance and generating tax revenue for local units of government.

WHEREAS, the corporate authorities of the Village of Stickney deem it to be in the best interests of the Village and its residents to acquire Properties; and

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of the Village of Stickney, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. The statements contained in the above preamble are found true and accurate and hereby incorporated into and made a part of this Ordinance.

Section 2. The Village of Stickney formally requests the acquisition by no-cash bid of the Properties located in Volume 188 with the following property identification numbers: 19-06-205-058-0000, 19-06-205-060-0000, and 19-06-205-061-0000 (the "Properties").

Section 3. The President or designee shall be and is hereby authorized and directed to make a no-cash bid for the Properties.

Section 4. Upon acquisition of the Properties through the Cook County No-Cash Bid Program, the Village of Stickney intends to solicit proposals for the redevelopment of the Properties, which will include the rehabilitation and/or redevelopment of taxable improvement projects on the Properties.

Section 5. Until such time as the Village of Stickney is presented with acceptable proposals for redevelopment of the Properties, it is the intent of the Village of Stickney to file for and maintain property-tax-exempt status for the Properties.

Section 6. The Village of Stickney is not currently a party to any agreement with any developer, organization, or other third party regarding the acquisition of the Properties through the Cook County No-Cash

Bid Program that will result in the conveyance of a perfected tax deed by the Village of Stickney.

Section 7. The Village of Stickney hereby authorizes and directs the Village's attorney, Del Galdo Law Group, LLC, 1441 South Harlem Avenue, Berwyn, Illinois 60402, to obtain tax deeds to the Properties. The Village of Stickney will bear all legal and other costs associated with the acquisition of the Properties.

Section 8. The President or designee is hereby authorized and directed to submit annual reports on the status of the Properties for five (5) years or until development is complete, whichever occurs last, as required by the Cook County No-Cash Bid Program Ordinance, No. 91-0-41, to the Cook County Bureau of Economic Development, 69 West Washington Street, Suite 2900, Chicago, Illinois 60602.

Section 9. The President or designee is hereby authorized and directed to execute any and all other documents required for participation in the Cook County No-Cash Bid Program. The President or designee will take all necessary steps to implement the objectives described within this Ordinance and in accordance with the program requirements.

Section 10. This Ordinance shall be in full force and effect following its passage, approval and publication in pamphlet form as provided by law.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

ADOPTED by the Village Board of the Village of Stickney, Cook County, Illinois on this ____ day of _____ 2021:

APPROVED this ____ day of _____ 2021.

Jeff Walik

PRESIDENT

ATTEST:

Audrey McAdams

VILLAGE CLERK

ORDINANCE NO. 2021- 20

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE III, SECTION 22-73 OF THE
MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING BUSINESS
LICENSE ELIGIBILITY REQUIREMENTS.**

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 "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring the health, safety and welfare of Village residents; and

WHEREAS, the Corporate Authorities have determined that Chapter 22, Article III, Section 22-73 of the Municipal Code, Village of Stickney (the "Village Code") governing business licenses needs to be amended to prohibit the issuance or renewal of a business license to businesses or individuals owing a debt that is in arrears to the Village and/or have unpaid tickets for local ordinance violation; and

WHEREAS, the Corporate Authorities desire to exercise their home rule authority in imposing the regulations contemplated herein; and

WHEREAS, based upon the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 22, Article III, Section 22-73, as set forth below;

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

**ARTICLE I.
IN GENERAL**

SECTION 1. INCORPORATION CLAUSE.

The Corporate Authorities hereby find that the recitals hereinbefore stated in the preamble to this Ordinance are full, true and correct and are incorporated by reference and made part of this Ordinance as legislative findings.

SECTION 2. PURPOSE.

The purpose of this Ordinance is to amend Chapter 22, Article III, Section 22-73 of the Village Code related to prohibit the issuance or renewal of a business license to businesses or individuals owing a debt that is in arrears to the Village and/or have unpaid tickets for local ordinance violation and to authorize the President or his designee to take all action necessary to carry out the intent of this Ordinance.

ARTICLE II.
AMENDMENT OF CHAPTER 22, ARTICLE III, SECTION 22-73 OF THE MUNICIPAL CODE,
VILLAGE OF STICKNEY, ILLINOIS

SECTION 3.0. AMENDMENT OF CHAPTER 22, ARTICLE III, SECTION 22-73.

The Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 22, Article III, Section 22-73 as follows:

Sec. 22-73. Issuance; term; proration of fees.

- (a) Subject to the terms and provisions of this article, the clerk, or such personnel as may be designated by the clerk, shall cause to be issued a license after investigations by the health officer, building, fire, and police departments to permit the operation of the commercial establishment in the village for a period of one license year which shall begin on January 1 of the year for which such license is issued and shall terminate on December 31 of the same year. No license shall be issued except for the yearly rate of license fees and except for the full license year; provided, however, that (except for dramshop licenses) where such license is issued on or after July 1, the license fee shall be one-half of the yearly license fee for the unexpired term of the license year. No permit or license shall issue, except for dramshop, vehicle, cat and dog licenses, without the signature of the village president indicating compliance with the regulations and ordinances of the village.
- (b) An applicant shall not be issued a license, including dramshop, vehicle, and cat and dog licenses, if the applicant owes a debt that is in arrears to the Village and/or has unpaid tickets for local ordinance violation. Debts include any unpaid taxes, fees, interest for late payment, water bills, sewer bills, garbage fees, or any other fines, assessments or charges levied by the Village. Failure to comply with any applicable provision of this Code, including payment of fees, assessments, or charges, shall restrict the issuance of any license until such time as all amounts properly owed are paid in full to the appropriate village office.
- (c) An applicant shall not be issued a license or permit, including renewals of existing licenses, if the applicant has any unpaid tickets for local ordinance violations or has a debt that is in arrears owed to the Village as of the time of its application for the business license, or renewal of an existing license or permit.

SECTION 3.1. OTHER ACTIONS AUTHORIZED.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance, and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any necessary forms or notices to be utilized in connection with the intent of this Ordinance.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4. HEADINGS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. SUPERSEDER.

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

SECTION 7. PUBLICATION.

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

SECTION 8. EFFECTIVE DATE.

This Ordinance shall be effective immediately upon its passage.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of _____, 2021.**

Audrey McAdams, Village Clerk

ORDINANCE No. 2021-21

AN ORDINANCE AUTHORIZING THE VILLAGE OF STICKNEY TO ENTER INTO A CERTAIN AGREEMENT WITH 3800 SOUTH CICERO, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY TO PROVIDE ECONOMIC INCENTIVES FOR THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STICKNEY, COUNTY OF COOK, STATE OF ILLINOIS.

WHEREAS, the Village of Stickney (the “Village”) is a home rule unit of local government as is provided by Article VII, Section 6(a) of the Constitution of the State of Illinois, adopted in 1970 and, as such, may exercise various powers and perform numerous functions pertaining to its government and affairs in any manner not otherwise prohibited by law; and

WHEREAS, the Village is authorized under provisions of the Illinois Constitution of 1970 to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law and to use public funds for public purposes, and is further authorized by state law to enter into sales tax sharing agreements whereby the Village will share certain sales tax proceeds with a retailer to incentivize the retailer to expand its operations within the Village; and

WHEREAS, 3800 South Cicero, LLC, an Illinois limited liability company (“Developer”) proposes to redevelop a vacant portion of land (the “Property”), which is legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Developer specifically intends to develop the vacant parcel of land with a new truck stop which will include a gas station, a car wash, and two (2) restaurants (collectively, the “Gas N’ Wash”) on the Property, where the Property is also in need of certain environmental and/or other site remediation to make the Property buildable (hereinafter collectively referred to as the “Project”); and

WHEREAS, the Village has determined that the development of retail and service operations such as those proposed by the Developer is a highly competitive endeavor, and that the Property will be remediated to become buildable as a result of this Project, and that as such, the successful completion of the Project at the Property at this time necessitates the use of a variety of incentives and approvals, as described herein and as permitted by state law; and

WHEREAS, the incentive and approvals include a financial subsidy based off of taxes received by the Village from businesses operating on the Property (collectively, the “Incentives”); and

WHEREAS, Developer cannot successfully undertake the Project or any substantially and functionally equivalent development of the Property without the ability to obtain the Incentives to remediate and develop the Property pursuant to law and the Village's home rule powers; and

WHEREAS, after due and careful consideration, the Village has determined that it is in the best interests of the Village to enter into an agreement to provide the Incentives to Developer for the Project (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit B, pursuant to its authority as a home rule unit of local government and pursuant to the terms and conditions set forth therein; and

WHEREAS, the President of the Village (the “President”) and the Village Board (collectively, the “Corporate Authorities”) recognize that but for the economic assistance through the Incentives to be provided by the Village, the redevelopment of the Property would not be economically viable for a variety of reasons including but not limited to the remediation needed on the Property; and

WHEREAS, the Corporate Authorities have determined that the redevelopment of the Property is in the best interests of the Village as it will, among other things, aid the Village in: (a) creating and retaining job opportunities; (b) furthering the development of adjacent areas; (c) strengthening the commercial sector of the Village; and (d) enhancing the tax base of the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the economic vitality of the Village that the Village execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village's legal counsel is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel;

NOW, THEREFORE, BE IT ORDAINED by the President and Village Board of the Village of Stickney, Cook County, Illinois, by and through its home rule powers, as follows:

Section 1. The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

Section 2. The Village Board hereby finds and determines that it is necessary and advisable and otherwise in the best interests of the Village to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

Section 3. The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel.

Section 4. The Village's legal counsel and the Village's officers, agents and consultants are hereby authorized to negotiate and undertake any and all actions on the part of the Village to effectuate the intent of this Ordinance.

Section 5. The President is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Village's legal counsel, and 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 Ordinance. The Village Clerk is hereby authorized and directed to affix the Village seal to any such documents and to attest to and countersign any such documents, as required.

Section 6. All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

Section 7. The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 8. All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 9. This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2021.

Audrey McAdams, Village Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

3800 S. Cicero Avenue
Legal Description

THAT PART OF THE EAST 383 FEET OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID SOUTHEAST 1/4 THROUGH A POINT IN SAID EAST LINE WHICH IS 552.11 FEET NORTH OF THE SOUTHEAST CORNER THEREOF OF AFORESAID SOUTHEAST 1/4.

EXCEPT THE EAST 50 FEET THEREOF TAKEN FOR CICERO AVENUE AND THE SOUTH 34 FEET THEREOF TAKEN FOR PERSHING ROAD, AND ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE WEST LINE OF AFORESAID CICERO AVENUE AND THE NORTH LINE OF AFORESAID PERSHING ROAD, THENCE NORTH IN THE WEST LINE OF AFORESAID CICERO AVENUE, A DISTANCE OF 50 FEET TO A POINT, THENCE SOUTHWEST IN A LINE TO A POINT IN THE NORTH LINE OF AFORESAID PERSHING ROAD THAT IS 50 FEET WEST OF THE POINT OF BEGINNING, THENCE EAST IN THE NORTH LINE OF AFORESAID PERSHING ROAD THAT IS 50 FEET WEST OF THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

EXCEPTING THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE 87L50570 DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SECTION 33 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 49 MINUTES 53 SECONDS WEST ON SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 50.00 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF CICERO AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON LAST DESCRIBED LINE 84.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 54 MINUTES 57 SECONDS WEST ON A LINE WHICH INTERSECTS THE NORTH LINE OF THE SOUTH 34.00 FEET OF SAID SOUTHEAST 1/4 AT A POINT DISTANT 50.00 FEET WEST OF THE WEST LINE OF SAID CICERO AVENUE, A DISTANCE OF 39.66 FEET TO A LINE 28.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE IF SAID CICERO AVENUE, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE 101.08 FEET; THENCE NORTH 06 DEGREES 08 MINUTES 48 SECONDS EAST 261.50 FEET TO A POINT ON THE WEST LINE OF CICERO AVENUE SAID POINT BEING 417.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WEST LINE OF SAID CICERO AVENUE 333.00 FEET TO THE POINT OF BEGINNING.

PIN: 16-33-400-038-0000
Address: 3800 S. Cicero Avenue, Stickney, IL

EXHIBIT B
AGREEMENT

RESOLUTION NO. 17 -2021

A RESOLUTION AUTHORIZING AND APPROVING A "MAINTENANCE ENGINEERING AGREEMENT FOR MFT FUNDS" BY AND BETWEEN FRANK NOVOTNY & ASSOCIATES, INC., DBA NOVOTNY ENGINEERING AND THE VILLAGE OF STICKNEY FOR PRELIMINARY ENGINEERING AND ENGINEERING INSPECTION SERVICES.

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 resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, 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 President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") have determined that the Village is of certain preliminary engineering and engineering inspection services for maintenance engineering services using Motor Fuel Tax ("MFT") funds in relation to the procurement and use of rock salt on the Village rights-of-way, and other related services (the "Services"); and

WHEREAS, Frank Novotny & Associates, Inc., dba Novotny Engineering ("Novotny") has provided the Village with an agreement, attached hereto and incorporated herein as Exhibit A, whereby Novotny will provide the Services to the Village (the "Agreement"); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Novotny for the Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Novotny will provide the Services to the Village, 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 authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the

President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of ____ 2021, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2021.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2021.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

October 11, 2021

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

Re: **2022 MFT Maintenance – Rock Salt**
MFT Section No. 22-00000-00-GM

Dear Mayor Walik:

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

- 1) Four (4) copies of the **"Municipal Estimate of Maintenance Costs"**, which details estimated costs for the proposed rock salt purchase. If this cost estimate meets your approval, please sign all copies as indicated.
- 2) Four (4) copies of the **"Maintenance Engineering Agreement for MFT Funds"**. If this Agreement meets your approval, please sign all copies as indicated.
- 3) Four (4) copies of a **"Resolution for Maintenance"**, which appropriates \$46,850.00 of MFT funds for the purchase of rock salt. All copies should be signed and sealed by the Clerk after Board approval.

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

Note: Rock Salt is purchased through the State Central Management Services (CMS) Joint Purchasing Program. The State has recently (9/24/21) re-bid the 2021-22 Rock Salt Contract for this 2021-22 winter season.

Sincerely,


Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
Mr. Joe Lopez, Public Works Supervisor, w/Enc.
Project No. 21402.



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Stickney	Cook	22-00000-00-GM	05/01/21	04/30/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control (IDOT Joint Purchasing)	I	No	Rock Salt (Bulk)	Ton	600	\$76.00	\$45,600.00	\$45,600.00
Total Operation Cost								\$45,600.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$0.00	\$0.00	\$0.00	\$0.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$45,600.00	\$0.00	\$0.00	\$45,600.00
Formal Contract (Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Total	\$45,600.00	\$0.00	\$0.00	\$45,600.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Total Estimated Maintenance	\$46,850.00	\$0.00	\$0.00	\$46,850.00

Remarks

SUBMITTED

Local Public Agency Official Date

Title

Jeff Walik, Mayor

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer Date

Department of Transportation



Local Public Agency	County	Section Number
VILLAGE OF STICKNEY	Cook	22-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

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

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee ☒ > \$20,000 Base Fee = \$1,250.00

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

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

BY:

Local Public Agency Signature

Date

Title

Jeff Walik, Mayor

BY:

Consulting Engineer Signature

Date

10-11-21

Title

Timothy Geary, P.E.

P.E. Seal

Date

62-43796

11-30-21

Approved:

Regional Engineer, IDOT

Date





**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of Forty six thousand eight hundred fifty and 00/100 Dollars (\$46,850.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/21 to 04/30/22 .
Beginning Date Ending Date

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

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

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

I Audrey McAdams Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Stickney Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Stickney at a meeting held on 10/19/21 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of October, 2021 .
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

RESOLUTION NO. 18 -2021

A RESOLUTION AUTHORIZING AND APPROVING A "MAINTENANCE ENGINEERING AGREEMENT FOR MFT FUNDS" BY AND BETWEEN FRANK NOVOTNY & ASSOCIATES, INC., DBA NOVOTNY ENGINEERING AND THE VILLAGE OF STICKNEY FOR PRELIMINARY ENGINEERING AND ENGINEERING INSPECTION SERVICES.

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 resolutions and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, resolutions, 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 President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") have determined that the Village is of certain preliminary engineering and engineering inspection services for maintenance engineering services using Motor Fuel Tax ("MFT") funds in relation to the procurement and use of rock salt on the Village rights-of-way, and other related services (the "Services"); and

WHEREAS, Frank Novotny & Associates, Inc., dba Novotny Engineering ("Novotny") has provided the Village with an agreement, attached hereto and incorporated herein as Exhibit A, whereby Novotny will provide the Services to the Village (the "Agreement"); and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Novotny for the Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Novotny will provide the Services to the Village, 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 authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the

President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED this ____ day of ____ 2021, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the ____ day of _____ 2021.

Jeff Walik, President
Village of Stickney, Cook County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2021.

Audrey McAdams, Clerk
Village of Stickney, Cook County, Illinois

EXHIBIT "A"
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT



CIVIL ENGINEERS
MUNICIPAL CONSULTANTS
SINCE 1948

October 11, 2021

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

Re: **2022 MFT Maintenance – Rock Salt**
MFT Section No. 22-00000-00-GM

Dear Mayor Walik:

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

- 1) Four (4) copies of the **"Municipal Estimate of Maintenance Costs"**, which details estimated costs for the proposed rock salt purchase. If this cost estimate meets your approval, please sign all copies as indicated.
- 2) Four (4) copies of the **"Maintenance Engineering Agreement for MFT Funds"**. If this Agreement meets your approval, please sign all copies as indicated.
- 3) Four (4) copies of a **"Resolution for Maintenance"**, which appropriates \$46,850.00 of MFT funds for the purchase of rock salt. All copies should be signed and sealed by the Clerk after Board approval.

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

Note: Rock Salt is purchased through the State Central Management Services (CMS) Joint Purchasing Program. The State has recently (9/24/21) re-bid the 2021-22 Rock Salt Contract for this 2021-22 winter season.

Sincerely,

Timothy P. Geary, P.E.

TPG

Enclosures

cc: Ms. Audrey McAdams, Clerk, w/Enc.
Mr. Joe Lopez, Public Works Supervisor, w/Enc.
Project No. 21402.



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Stickney

Cook

22-00000-00-GM

05/01/21

04/30/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow & Ice Control (IDOT Joint Purchasing)	I	No	Rock Salt (Bulk)	Ton	600	\$76.00	\$45,600.00	\$45,600.00
Total Operation Cost								\$45,600.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$0.00	\$0.00	\$0.00	\$0.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$45,600.00	\$0.00	\$0.00	\$45,600.00
Formal Contract (Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Total	\$45,600.00	\$0.00	\$0.00	\$45,600.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance Engineering Total	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Total Estimated Maintenance	\$46,850.00	\$0.00	\$0.00	\$46,850.00

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

Jeff Walik, Mayor

APPROVED

County Engineer/Superintendent of Highways

Date

Regional Engineer

Department of Transportation

Date



Local Public Agency	County	Section Number
VILLAGE OF STICKNEY	Cook	22-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

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

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000 Base Fee

☒ > \$20,000 Base Fee = \$1,250.00

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

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

BY:

Local Public Agency Signature

Date

Title

Jeff Walik, Mayor

BY:

Consulting Engineer Signature

Date

10-11-21

Title

Timothy Geary, P.E.

P.E. Seal

Date

62-12796

11-30-21

Approved:

Regional Engineer, IDOT

Date





**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Stickney Illinois that there is hereby appropriated the sum of Forty six thousand eight hundred fifty and 00/100 Dollars (\$46,850.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/21 to 04/30/22 .
Beginning Date Ending Date

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

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

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

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

President and Board of Trustees of Stickney at a meeting held on 10/19/21 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of October, 2021 .
Day Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

RESOLUTION NO. 19 -2021

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH QUICKET SOLUTIONS, INC. RELATED TO CERTAIN POLICE DEPARTMENT HARDWARE, TRAINING AND SOFTWARE, AND OTHER SERVICES 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 Police Department is in need of certain hardware, training and software, and other services (the "Services"); and

WHEREAS, Quicket Solutions, Inc. ("Quicket") is in the business of providing such Services; and

WHEREAS, the Village desires that Quicket provide the Services to the Village and Quicket desires to provide the Services to the Village; and

WHEREAS, Quicket has submitted a certain quote, statement of work, and master service and software agreement to the Village that outlines the terms and conditions under which Quicket will provide the Services, a copy of which is attached hereto and incorporated herein as Group Exhibit A (the "Agreement"); and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement with substantially the same terms as the terms of the Agreement; and

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

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement whereby Quicket will provide the Services to the Village, 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 authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

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

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

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

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2021.

Audrey McAdams, Village Clerk

GROUP EXHIBIT A

RESOLUTION NO. 20-2021

**A RESOLUTION AUTHORIZING AND APPROVING A PROPOSAL WITH OMEGA III, LLC
RELATED TO THE DEMOLITION OF 6915 WEST PERSHING ROAD IN 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 has successfully prosecuted a demolition claim related to the building located at 6915 West Pershing Road (the "Property"), which is a dangerous structure and a nuisance; and

WHEREAS, when the Village gained access to the Property, it was determined that the structure was unsafe and posed a serious and immediate danger to the life, safety and welfare of the Village and its residents and guests; and

WHEREAS, as a result of the condition of the Property, the Village President (the "President") and the Board of Trustees (the "Village Board") (collectively, the "Corporate Authorities"), have determined that it is in the best interest of the Village to demolish the Property and to retain a firm to provide said demolition services, including possible asbestos removal (the "Services"); and

WHEREAS, given the danger posed by the Property, the Village did not have time to advertise for bids however, the Village sought three (3) proposals from companies to perform the Services and has determined that Omega III, LLC ("Omega") is the lowest bidder and also, the Village has successfully used Omega's services in the past; and

WHEREAS, because of the urgent nature of this matter, the Corporate Authorities, by a two-thirds vote, has elected to waive advertising for bids and hereby approves the proposal (the "Proposal") from Omega and awards the Services contract to Omega, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve the Proposal and to authorize the Village President or his designee and the Village Attorney to further negotiate any agreement or contract, as necessary, and to make such insertions, omissions and changes as shall be approved by the President and the Village Attorney;

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

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

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to approve the Proposal whereby Omega will provide the Services to the Village, and to further authorize the Village President or his designee and the Village Attorney to further negotiate any agreement or contract, as necessary, and to make such insertions, omissions and changes as shall be approved by the President and the Village Attorney, and to 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 authorize, enter into and approve the Proposal in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Proposal with such insertions, omissions and changes as shall be approved by the President and the Village Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Proposal and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith. To the extent that any requirement of bidding would be applicable to the Services, the same is hereby waived.

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

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

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

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

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

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

by me this ____ day of _____, 2021.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2021.

Audrey McAdams, Village Clerk

GROUP EXHIBIT A



October 8, 2021

Josh Brniak
Village of Stickney
6533 Pershing Rd.
Stickney, Illinois 60402
P: (708) 749-4400
building@villageofstickney.com

RE: Demolition Proposal – 6915 Pershing Rd, Stickney IL – revised 10/8/21

Mr. Brniak,

Omega will provide all supervision, labor, and equipment necessary to perform the above referenced work in accordance with the following specifications, exceptions, and clarifications.

Work by Omega:

1. Omega will obtain NESHAP demolition permits for State of Illinois and Cook County.
2. Omega will obtain Stickney demo permit and fees will be waived.
3. Omega will perform an asbestos inspection of property.
4. Omega will demolish one story building down to top of slab with excavators.
5. Omega will remove concrete slab on grade and foundations system in their entirety.
6. Omega will provide 6ft tall temporary construction fencing around the perimeter of the building.
- Alternate #1**
7. Omega will remove, haul, and legally dispose of all combustible material and metallic debris to an off-site location.
8. Omega will use hard fill and spoils to backfill basement to surrounding grade.
9. The site will be rough graded upon completion.
10. Omega shall take title to all salvage derived from the removal work.
11. Omega will not accept any penalty fines for non-compliance of local city residency hiring minority labor work force compliance. Although Omega will make every effort to comply.

Work To Be Done By Others:

1. Provide, design, erect, maintain, and upon completion, removal of any sheeting, shoring, or other design support structures or devices used to maintain or support the stability of structures designed to remain.
2. Removal of asbestos containing or other hazardous, contaminated, special or regulated waste.
3. Utility disconnects or relocation services of any type, unless specified in work by Omega.

Omega III LLC
31W566 Spaulding Road
Elgin, IL 60120

WWW.OMEGA3LLC.COM

Equal Opportunity Employer
P: (630) 837-3000
F: (630) 837-2300



Work To Be Done By Others (cont'd):

4. Site Demolition, unless listed in work by Omega.
5. Provide water via hydrant
6. Salvage/transportation of owner claimed items unless specified in the Scope of Work.
7. Vibratory monitoring of surrounding buildings.
8. Lead abatement.
9. Storm water prevention measures.
10. Permit fees for Stickney.
11. Site restoration or sidewalk replacement due to footing removals.
12. Tree removals.
13. Sidewalk or alley closure permits or fees.

General Conditions:

1. Omega shall be authorized to utilize cutting torches, saws, pneumatic and/or hydraulic tools and equipment to perform the proposed removal work.
2. Foundations located adjacent to public sidewalks, utilities or any other structure or items designated to remain, shall remain in place to not undermine, damage, or disturb such items.
3. Omega shall be authorized to utilize heavy equipment to perform the removal work.
4. This proposal does not include removal, handling, transportation, or disposal of any hazardous, toxic, controlled, or regulated substances whatsoever.
5. Omega has not figured any storm water pollution prevention into this scope of work. Omega will not accept any penalties or fines about the site from any Governmental agencies for failure to comply.
6. All utility company transformers to be scheduled and removed by others prior to the start of demolition.
7. Omega shall have exclusive control of the work areas. Omega shall not be responsible for the safety of any person who enters the work area without specific authorization from Omega.
8. **This proposal is based on the proposed removal work being performed in one phase, and one mobilization by June 1, 2022.**
9. This proposal does not include any pumping or dewatering.
10. Due to the weight of equipment and trucks, Omega shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt, or concrete pavement designed to remain. However, Omega will take caution to keep any such damages to a minimum.
11. Omega will no longer maintain O.S.H.A. fall protection requirements once Omega has left the job site or has turned over a completed area to the contractor.
12. Omega does not carry Railroad insurance or Waterway insurance.
13. Omega assumes that all building construction is of the normal type. Any oversized construction that is unforeseen will be charged as an extra.
14. Project delays caused by hidden conditions, unspecified hazardous materials, or other trade scheduling conflicts will result in additional costs.



General Conditions (cont'd):

15. All material generated, including but not limited to concrete, earth, brick, structural steel, and salvageable materials are to become the property of Omega, unless such materials remain onsite for future handling by others, or material is to be crushed on site will be considered non-contaminated and all surfaces will be "free" of contaminants. All material will be considered suitable for recycling or disposal without additional handling or cleaning by Omega.
16. Work to be done in addition to the original scope of work contract will not be performed without written authorization from the owner or an authorized representative.
17. The owner or contractor will provide Omega with a letter from a third-party consultant that states the structure is asbestos free unless Omega has already included it in the original scope of work. If the letter is not provided, a licensed third-party consultant will be hired to determine if the structure(s) contain asbestos and will be to the account of the owner or contractor.
18. The owner or contractor will provide Omega with a letter for Clean Construction and Demolition Debris (CCDD) that states the following: a) certification from the owner or operator of the site of origin that the site has never been used for commercial or industrial purposes and is presumed to be uncontaminated soil; OR b) certification from a licensed professional engineer that the soil is uncontaminated.
19. Price quoted remains in effect for a period of thirty (30) days from this date, after which, Omega will be allowed to review its proposal for any possible cost adjustments.
20. This Omega proposal shall be incorporated as an exhibit to any contract documents.
21. Omega will require a site visit prior to entering into an agreement.

(End of General Conditions)



Payment:

Omega will perform the proposed work for and in consideration of receiving from Village of Stickney, title to all salvage and payment in the lump sum amount of **Twenty-Seven Thousand Three Hundred Dollars (\$27,300.00) with no retention.**

Alternate #1 \$1980.00

The contractor/customer shall pay to Omega III LLC all monies coming due this scope of work within 30 days of the date of invoice mailed or delivered to the contractor/owner by Omega III LLC at the address of the contractor/customer set forth in the parties' contract or at the registered office of the contractor/customer. The failure of the contractor/customer to do so shall be a material breach of both this scope of work, and the underlying agreement within the contract.

The contractor/customer shall pay to Omega III LLC costs and collections without limitations, attorney's fees and cost of suit incurred as the result of the customer's failure to pay Omega III LLC in accordance with this agreement.

The customer represents and warrants that it is duly authorized to enter into this scope of work, and has all legal rights to allow Omega III LLC to perform all acts upon the property which are included under this scope of work, as well as to undertake the obligations specified herein. The customer shall indemnify and hold harmless Omega III LLC for any expenses, damages, costs, losses, fines or penalties, including though not limited to attorney's fees and cost of suit arising out of, related to, concerning or resulting from the breach of such representation and warranty.

- Please sign and return this proposal as **INTENT TO PROCEED** with the scope of work and acceptance of the terms and conditions incorporated herein.
- Any modifications to this proposal must be initialed and dated by both, the **OWNER/CONTRACTOR** and **Omega III, LLC.**

VILLAGE OF STICKNEY

OMEGA III LLC

PRINT NAME

MIKE MCMAHON (847) 878-2001 CELL

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

DATE

OCTOBER 8, 2021