

VILLAGE OF STICKNEY

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



Jeff Walik
Village President

Jim Hrejsa
Tim Kapolnek

Village Trustees

Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

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

Tuesday, January 3, 2023

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. Ceremonial Promotion of Officer Ricky Foytik to the Rank of Corporal effective January 1, 2023
7. Ceremonial Swearing in of the following New Watch Commanders: Mark Kozelka; Richard Jaczak; Kevin McGuire; Ricky Foytik
8. Approve Resolution 01-2023, "A Resolution Authorizing the Execution of an Intergovernmental Agreement with the County of Cook Related to Road Improvement Prospects for the Village of Stickney, County of Cook, State of Illinois"
9. Grant Permission to the Stickney-Forest View Lions Club to Conduct the Queen of Hearts Raffle that Includes a Request for a Waiver of the fee
 - a. Consider a Waiver of the Fidelity Bond Requirement
10. Report from the Mayor
11. Report from the Clerk
12. Trustee Reports/Committee Reports
13. Reports from Department Heads
14. Public Comments
15. Motion to adjourn to Executive Session
 - a. Convening into executive session under Section 2 (c)(21) of the Open Meetings Act for discussion of minutes of meetings lawfully closed under this Act, whether for purposes for approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06
16. Motion to Return to Open Session
17. Possible Request to Draft a Resolution Setting Forth Which Closed Session Minutes Will be Released
18. Adjournment

Posted December 29, 2023

December 20, 2022

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

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, December 20, 2022, at 7:07 p.m. in the boardroom located at 6533 W. Pershing Road, Stickney, Illinois.

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

Trustee Kapolnek moved, duly seconded by Trustee Torres, to approve the minutes of the regular board meeting held on Tuesday, December 6, 2022.

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

Trustee Torres moved, duly seconded by Trustee Hrejsa to Approve the request to promote Officer Foytik to the rank of Corporal effective January 1, 2023

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

Trustee Savopoulos moved, duly seconded by Trustee White to Pass and Approve Ordinance 2022-25, "An Ordinance Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Stickney and the Consolidated Emergency Response Center of Cook County, Illinois for the Provision of Equipment for the Village of Stickney, County of Cook, State of Illinois.

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

Prior to the vote Village Attorney Jessica Fese explained that this agreement is with the Emergency Response Center located in Cicero for updated equipment that will be purchased by the Emergency Response Center installed and in the Village's properties. It is located in the Village's fire department. This will improve the response times. The radio equipment is outdated right now. It will upgrade us up to the level of the rest of the municipalities the Consolidated District has. The Village will not pay for this radio equipment as long as they stay in the Consolidated Emergency Response Communication Center for five years. If they leave before five years, the Village will pay a partial value because it will be prorated down each year as it is depreciated. If you leave before five years you will pay a little bit for the equipment that you keep. If you stay for five years, which we anticipate will be the case, the Village will not pay for this equipment.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Ordinance 2022-26, "An Ordinance Adopting Chapter 6, Article II, Section 6-58 of the Municipal Code, Village of Stickney, Illinois Regarding Liquor Licenses

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

Trustee Hrejsa moved, duly seconded by Trustee Torres to Consider the Amendment to the Statement of Work Entered Into Between Quicket Solutions Inc. and the Village of Stickney

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried

MAYOR'S REPORT: The Mayor thanked the departments and trustees for the great senior event. He thanked the police and fire that served. The public works department cooked. Public Works Director Joe Lopez is actually a Chef. The kids party with Santa came later. In addition, we were told that information will go out on Facebook and Code Red about the cold and snow. We are particularly concerned about power lines.

CLERK'S REPORT:

The clerk informed the Board that yesterday was the last day to submit petitions for the April 4, 2023, Consolidated Election. There were no more petitions filed. The three trustees that did file are Jeffery White, Mitchell Milenkovic, and James Hrejsa. Their names are official on the Certificate of Ballot.

The clerk received information from the EPA that the Reliable Lyons Land Fill will be terminating the clean construction demolition debris at this site.

In addition, the clerk gave her Christmas wishes to all. She also reminded people to reach out to those people who may be experiencing sadness during this time.

The clerk asked the Board to approve the 2023 Regular Board Meeting Schedule.

Trustee Kapolnek moved, duly seconded by Trustee White to approve the 2023 Holiday Schedule.

Upon the roll call, the following Trustees voted:

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

Nays: None

Mayor Walik declared the motion carried.

TRUSTEE REPORTS:

All the Trustees gave Holiday greetings to all.

Trustee Kapolnek: He thanked the Mayor, Public Works, and the Fire Department for assisting in the Saint Pius X Church delivery of food to the needy families.

Trustee Savopoulos: He mentioned that the Senior Christmas luncheon was nice. The fire department personnel pitched in and helped. Public Works did a fine job of cooking.

Trustee Jeff White: Extended holiday greetings. He also stated that during this past year we had a lot of great things happen. This Mayor can't be held back. Next year we will see many more great things.

DEPARTMENT REPORTS:

Deputy Police Chief Frank Figueroa: The Monthly Police Report from the Cicero Consolidated Dispatch was given: There were 1502 calls for service for November. Our news release for those who don't follow us on Facebook: The IDOT campaign Click-it-or-ticket during the Thanksgiving holiday provided one traffic arrest resulting in a suspended revoked license, one speeding citation and an improper right-hand turn. This is funded by a grant from the State.

Public Works Director Joe Lopez: He asked people to follow the snow removal instructions on the street signs. Watch out for your neighbors. The plowing protocol was given.

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 7:24 p.m.

Respectfully submitted,

Audrey McAdams, Village Clerk

Approved by me this day of , 2023

Jeff Walik, Mayor

Village of Stickney
Warrant Number 22-23-16

EXPENDITURE APPROVAL LIST
FOR VILLAGE COUNCIL MEETING ON
January 3, 2023

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		315,719.93
02 WATER FUND		259,053.67
03 MOTOR FUEL TAX FUND		3,972.26
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>578,745.86</u>
General Fund Payroll	12/30/2022	217,019.59
Water Fund Payroll	12/30/2022	<u>19,026.87</u>
	Subtotal:	<u>236,046.46</u>
Total to be Approved by Village Council		<u>814,792.32</u>

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Village Clerk

Treasurer

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 12/16/2022 Through 12/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506266	Suburban Fence Inc.	12/28/2022	(400.00)
506381	Anthony T. Bertucca	12/16/2022	900.00
506382	Anthony A. Rainiero	12/16/2022	20,000.00
506383	B and B Maintenance, Inc	12/16/2022	1,560.00
506384	Bryan Davids Landscaping Maintenanc...	12/16/2022	9,420.00
506385	Bell Fuels, Inc.	12/16/2022	1,173.54
506386	Cintas Corporation - #21	12/16/2022	966.26
506387	CINTAS #769	12/16/2022	534.36
506388	Citizens Bank	12/16/2022	5,285.78
506391	Comcast	12/16/2022	58.37
506392	Deece Automotive	12/16/2022	1,140.00
506393	DEL GALDO LAW GROUP LLC	12/16/2022	13,700.78
506394	eLineup LLC	12/16/2022	1,099.00
506395	Galls, LLC	12/16/2022	6,669.99
506397	Quadient Leasing USA, Inc.	12/16/2022	419.46
506399	Russo's Power Equipment, Inc.	12/16/2022	884.43
506400	The Eagle Uniform Co.	12/16/2022	2,605.00
506401	Axon Enterprise, Inc.	12/16/2022	59,246.64
506402	Axon Enterprise, Inc.	12/16/2022	19,626.08
506403	Abila	12/28/2022	921.43
506404	Air Comfort	12/28/2022	2,959.75
506405	Air One Equipment, Inc.	12/28/2022	330.00
506406	Artistic Engraving	12/28/2022	1,125.00
506407	Autotime	12/28/2022	1,382.20
506408	Bell Fuels, Inc.	12/28/2022	3,157.85
506409	Berwyn ACE Hardware	12/28/2022	33.57
506410	Bluders Tree Service & Landscaping	12/28/2022	14,000.00
506411	Canon Financial Services, Inc.	12/28/2022	2,883.39
506412	CDW Government	12/28/2022	27.39
506413	Town of Cicero	12/28/2022	33,605.00
506414	Comcast Business	12/28/2022	2,506.18
506415	Comcast	12/28/2022	604.40
506417	Cruz Ortiz	12/28/2022	22.23
506418	Cummins Sales and Service	12/28/2022	61.40
506419	CWF Restoration	12/28/2022	650.00
506420	Deece Automotive	12/28/2022	505.00
506421	Forest View Dunkin Donuts	12/28/2022	166.04
506422	GW & Associates PC	12/28/2022	4,500.00
506423	Illinois Roofmasters, LLC	12/28/2022	1,800.00
506424	Johnson Controls Security Solutions	12/28/2022	240.00
506425	Konica Minolta Business Solutions U.S....	12/28/2022	120.23
506426	Lexipol, LLC	12/28/2022	9,389.16
506427	Lori L Schuler	12/28/2022	40.00
506428	Luis Gomez	12/28/2022	6.39
506429	Menards - Hodgkins	12/28/2022	461.51
506431	Minuteman Press of Lyons	12/28/2022	34.25
506433	Municipal Web Services	12/28/2022	270.00
506435	N.E.M.R.T.	12/28/2022	175.00
506437	Onsolve, LLC	12/28/2022	6,145.30
506438	POMP'S TIRE SERVICE, INC.	12/28/2022	53.00
506439	Rebecca Maday	12/28/2022	100.00
506440	Scout Electric Supply Co.	12/28/2022	135.00
506441	Shark Shredding, Inc.	12/28/2022	148.50
506442	S.K. & E. Meats, Inc.	12/28/2022	235.13
506443	Suburban Fence Inc.	12/28/2022	400.00

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
01 - General Fund
From 12/16/2022 Through 12/31/2022

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
506444	Westfield Ford, Inc.	12/28/2022	270.95
ACH001	BLUE CROSS BLUE SHIELD	12/20/2022	<u>81,364.99</u>
	Total 01 - General Fund		315,719.93

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
02 - Water Fund
From 12/16/2022 Through 12/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506385	Bell Fuels, Inc.	12/16/2022	586.77
506386	Cintas Corporation - #21	12/16/2022	966.25
506387	CINTAS #769	12/16/2022	534.36
506388	Citizens Bank	12/16/2022	388.34
506389	City of Chicago	12/16/2022	208,722.48
506390	Clear View	12/16/2022	1,375.35
506396	Metropolitan Water Reclamation Distri...	12/16/2022	100.00
506398	Riccio Construction Corporation	12/16/2022	23,251.00
506408	Bell Fuels, Inc.	12/28/2022	1,578.92
506409	Berwyn ACE Hardware	12/28/2022	2.48
506422	GW & Associates PC	12/28/2022	4,500.00
506429	Menards - Hodgkins	12/28/2022	36.98
506430	Metropolitan Industries, Inc	12/28/2022	100.00
506432	Monroe Truck Equipment, Inc.	12/28/2022	8,314.54
506434	National Power Rodding	12/28/2022	8,268.75
506436	NICOR GAS	12/28/2022	327.45
Total 02 - Water Fund			259,053.67

VOS_41665_Village of Stickney
Check/Voucher Register - Check Register
03 - Motor Fuel Tax Fund
From 12/16/2022 Through 12/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506416	ComEd	12/28/2022	3,972.26
	Total 03 - Motor Fuel Tax Fund		3,972.26
Report Total			578,745.86





CORPORAL

**RICKY
FOYTIK**

Stickney Board Meeting
December 20, 2022



Stickney Police Department



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



JAMES T. SASSETTI
Chief of Police

JEFF WALIK
Mayor

INFORMATIONAL ONLY

December 26, 2022

Re: Appointment of Watch Commanders

Honorable Mayor Jeff Walik and Village Trustees,

Due to the recent hiring of additional police officers and need to keep our organizational structure aligned, the position of Watch Commander has been administratively created. The creation of this position is allowable under the Management Rights section of the Collective Bargaining Agreement and will not incur any additional cost to the Village.

I am respectfully requesting the Mayor and Board conduct a ceremonial swearing in of the new Watch Commanders. The following officers are assigned as Watch Commander of their respective shift:

- Watch Commander Mark Kozelka
- Watch Commander Richard Jaczak
- Watch Commander Kevin McGuire
- Watch Commander Ricky Foytik

Thank you in advance for your consideration with this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "James T. Sassetti".

James T. Sassetti
Chief of Police

RESOLUTION NO. 01 -2023

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK RELATED TO ROAD IMPROVEMENT PROJECTS 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, 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 and safety of the Village and its residents; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power, privileges or authority exercised, or which may be exercised, by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such a contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, in order to protect the public investment in the highway system, provide a safe, efficient and sustainable highway and support development of the regional economy, the Village and Cook County (the "County") desire to enter into an agreement to make improvements to those streets (the "Project") set forth in the Agreement (as hereafter defined); and

WHEREAS, the scope of work for the Project includes, but is not limited to, roadway resurfacing, curb and gutter replacement and installation of ADA improvements; and

WHEREAS, the Corporate Authorities have been presented with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which determines and establishes the rights and responsibilities of the County and the Village for the Project; and

WHEREAS, the County by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/f-101 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the Village by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, 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 which determines and establishes the rights and responsibilities of the County and the Village for the Project 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.

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 _____, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2023.

Jeff Walik, President

**ATTESTED AND FILED in my
office this ____ day of
_____, 2023.**

Audrey McAdams, Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

2023 Street Resurfacing Program

VILLAGE OF STICKNEY

Section: 23-REHAB-00-PV

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is made and entered into this _____ day of _____, 2022, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF STICKNEY, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order to facilitate the free flow of traffic and ensure safety to pedestrians, residents and the motoring public, desire to enter into an intergovernmental partnership to realize improvements for the 2023 Street Resurfacing Program (the "PROJECT") and will include improvements for the street locations as shown in Exhibit A;

WHEREAS, the PROJECT, as proposed, will consist of pavement rehabilitation and/or other safety and mobility improvements, including, but not limited to, milling and resurfacing the existing asphalt pavement, removal and replacement of concrete curb and gutter and sidewalks as needed, pavement patching, drainage structure adjustments, installation of ADA compliant curb ramps, traffic control and protection, pavement markings, landscaping and other attendant highway appurtenances, with all proposed construction work to be performed meeting IDOT Motor Fuel Tax requirements, IDOT Standard Specifications for Road and Bridge Construction and other IDOT Special Provision requirements;

WHEREAS, this AGREEMENT sets forth the PARTIES' respective responsibilities for design engineering, construction and construction engineering, maintenance and funding of the PROJECT;

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

- **SECTION 1. DESIGN ENGINEERING**

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a

“Notice to Proceed” for the VILLAGE to commence work on the PROJECT.

- B. **Engineering Agreement.** The VILLAGE will enter into an agreement with a professional engineering firm/consultant to perform design engineering services for the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates. In awarding and administering the design engineering agreement, the VILLAGE will comply with all applicable state and federal laws and regulations.
- C. **Lead Agency.** The VILLAGE will assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force agreements are secured.
- D. **County Review of Plans and Specifications.** The VILLAGE or its consultant will submit the final construction plans, specifications, special provisions and cost estimates to the COUNTY for review. The COUNTY will review the final construction plans, specifications, special provisions and cost estimates within 14 calendar days of receipt thereof to ensure that the PROJECT is a permissible use of Motor Fuel Tax (MFT) funds. If the VILLAGE does not receive comments from the COUNTY within this time period, or receive a request for an extension of time, which request will be reasonably considered, the lack of response will be deemed approval.
- E. **Meetings.** The VILLAGE will provide not less than 14 calendar days’ advance written notice to the COUNTY of the PROJECT kick-off meeting, if applicable, and any public meetings or hearings concerning the PROJECT.

- **SECTION 2. CONSTRUCTION AND CONSTRUCTION ENGINEERING**

- A. **Bid Documents.** The VILLAGE will prepare contract bid documents for the PROJECT, including, but not limited to, the minimum qualifications, plans and specifications, special provisions and cost estimates.
- B. **Construction Contract.** The VILLAGE will award and execute a construction contract to furnish all labor and materials needed to complete the PROJECT. In awarding and administering the contract, the VILLAGE will comply with all applicable state and federal laws and regulations.
- C. **Insurance.** The VILLAGE will require that its construction contractor name the COUNTY as an additional insured party under the contractor’s general liability insurance policy.
- D. **Construction Engineering Agreement.** The VILLAGE will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the PROJECT. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and providing material testing reports. In awarding and administering the construction engineering agreement, the VILLAGE will comply with all applicable state

and federal laws and regulations.

- E. **Village Resources and Staff.** Upon written concurrence from the COUNTY, the VILLAGE may elect to perform construction engineering services for the PROJECT using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 4.C.iii.d. remain in effect and the COUNTY will not reimburse the VILLAGE for any administrative costs expended by the VILLAGE, including staff salaries and wages.
- F. **Pre-Construction Notices.** The VILLAGE will provide not less than 14 calendar days' advance written notice to the COUNTY prior to the pre-construction meeting for the PROJECT and not less than seven calendar days' advance written notice to the COUNTY prior to the start of construction.
- G. **Public Outreach.** The VILLAGE will coordinate and control public notification of the scope, timing and duration of the PROJECT.
- H. **Right of Inspection.** The COUNTY and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the PROJECT. The VILLAGE will work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction and/or construction engineering of the PROJECT.
- I. **Final Inspection Notice.** The VILLAGE will provide not less than 14 calendar days' advance written notice to the COUNTY prior to final inspection of the PROJECT.
- J. **County Permits.** The VILLAGE will apply for and the COUNTY will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the COUNTY's property within the PROJECT limits to the VILLAGE and/or its agents, without charge of permit fees to the VILLAGE.

• **SECTION 3. MAINTENANCE**

- A. **Definitions.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. **General Duty to Maintain.** Before, during and after completion of construction of the PROJECT, the VILLAGE will maintain, or cause to be maintained, those portions of the PROJECT under its established jurisdictional authority.
- C. **Sidewalks/Multi-Use Paths.** The VILLAGE will own, operate and maintain any sidewalks and/or multi-use paths constructed or improved as part of the PROJECT, in compliance with the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations. The PARTIES agree that the COUNTY will not own, operate or maintain, or cause to be maintained, any

sidewalks and/or multi-use paths constructed or improved as part of the PROJECT.

- D. **Indemnification.** The VILLAGE will indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the PROJECT.
- E. **Survives Termination.** The VILLAGE's maintenance obligations described in this section will survive termination of this AGREEMENT.

• **SECTION 4. FINANCIAL**

- A. **Cost Estimate.** Estimated design engineering, construction and construction engineering costs for the PROJECT are \$550,000.
- B. **Cost Participation**
- i. **Village Cost Participation.** The VILLAGE will pay all actual design, construction and construction engineering costs for the PROJECT, subject to reimbursement by the COUNTY as described below.
 - ii. **County Cost Participation.** The COUNTY will reimburse the VILLAGE for 100% of actual design, construction and construction engineering costs for the PROJECT, up to, but not to exceed \$550,000. Any costs exceeding this amount shall be the responsibility of the VILLAGE.
- C. **Reimbursement Procedures**
- i. **Progressive Reimbursement.** The COUNTY will reimburse the VILLAGE for design engineering, construction and construction engineering costs for the PROJECT on a progressive basis upon invoice by the VILLAGE. The COUNTY agrees to pay invoices from the VILLAGE within 90 calendar days of receipt thereof.
 - ii. **Required Documentation.** In order to receive reimbursement from the COUNTY, the VILLAGE must submit the following documentation with each reimbursement request:
 - a. A cover letter addressed to the DEPARTMENT's Bureau Chief of Construction, with a copy to the Bureau Chief of Design;
 - b. An invoice requesting payment, which includes the name of the PROJECT and its associated section number;

- c. Copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments); and
- d. Copies of all associated invoices submitted to the VILLAGE by the consultant(s) and/or contractor(s) for the services rendered and/or pay estimates for the construction work completed.

If the documentation submitted by the VILLAGE for reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced under this AGREEMENT.

iii. **Ineligible Costs.** The COUNTY will not reimburse the VILLAGE for any costs that are:

- a. Contrary to the provisions of this AGREEMENT;
- b. Not directly related to carrying out design engineering, construction or construction engineering services for improvements to the locations listed in Exhibit A;
- c. Not paid by the VILLAGE or its consultant(s) and/or contractor(s);
- d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
- e. Incurred without the consent of the COUNTY after the COUNTY has given the VILLAGE written notice of suspension or termination of any or all of the COUNTY's obligations under this AGREEMENT; and/or
- f. In excess of the COUNTY's maximum financial contribution under this AGREEMENT.

iv. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT must be directed to:

Bureau Chief of Construction
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

With a copy to:

Bureau Chief of Design

Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Noel.Basquin@cookcountyl.gov

- D. **Substitutions/Substitute Work.** Either PARTY may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the PROJECT schedule, the VILLAGE will cause said substitute work and/or materials to be included in the PROJECT. Each PARTY will pay the costs of substitutions for their associated work items.
- E. **Additional Work.** Either PARTY may request in writing that additional work be added to the PROJECT. Provided that the additional work does not unreasonably delay the PROJECT schedule, the VILLAGE will cause said additional work to be included in the PROJECT. Additional work will be paid for by force account or agreed unit price. Each PARTY will pay the costs of additional work for their associated work items.
- F. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.

• **SECTION 5. GENERAL CONDITIONS**

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT is binding upon and inures to the benefit of the PARTIES and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflicts of Interest.** The VILLAGE understands and agrees that no director, officer, agent or employee of the VILLAGE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT will control.

- F. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 23-REHAB-00-PV. The PARTIES will include COUNTY section number 23-REHAB-00-PV on all PROJECT-related submittals, including, but not limited to, written correspondence and invoices.
- H. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement.
- I. **Duration.** Unless extended by the DEPARTMENT's Superintendent or their designee in writing, this AGREEMENT expires upon final acceptance of the PROJECT by the PARTIES and payment by the COUNTY of the final invoice submitted by the VILLAGE, or November 30, 2028, whichever date is earlier.
- J. **Effective Date.** The Effective Date of this AGREEMENT will be the date that the last authorized signatory signs and dates the AGREEMENT, which date will be inserted on the first page of this AGREEMENT. This AGREEMENT will become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Electronic Signatures.** A signed copy of this AGREEMENT transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT.
- L. **Entire Agreement.** This AGREEMENT constitutes the entire AGREEMENT of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- M. **Force Majeure.** Neither PARTY will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. **Inactivity.** The COUNTY may terminate this AGREEMENT if the construction contract for the PROJECT is not executed by the VILLAGE within three years after the Effective Date of this AGREEMENT, as defined in Section 5.J. above.
- O. **Indemnification.** The VILLAGE will indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal

defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors and/or suppliers, in connection with or arising out of the performance of this AGREEMENT.

- P. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the VILLAGE.
- Q. **No Individual or Personal Liability.** The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- R. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality will be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of either PARTY. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of either PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- S. **Notices.** Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
- To the COUNTY: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov
- To the VILLAGE: Mayor's Office
Attn: Beth Lukas
Village of Stickney
6533 Pershing Road
Stickney, IL 60402
E-mail: blukas@villageofstickney.com
- T. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

- U. **Records Maintenance.** The VILLAGE will maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.
- V. **Reviews and Audits.** The VILLAGE will give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- W. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.
- X. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- Y. **Suspension; Early Termination.** Subject to Section 5.M. above, if the COUNTY determines that the VILLAGE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notice to the VILLAGE of said non-compliance or default and failure by the VILLAGE to correct said violations within 60 calendar days, may:
 - i. Suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 - ii. Demand refund of any funds paid to the VILLAGE;
 - iii. Temporarily withhold payments pending correction of deficiencies by the VILLAGE;
 - iv. Disallow all or part of the cost of the activity or action not in compliance; or
 - v. Take other remedies legally available.
- Z. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by

the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

AA. **Waiver of Default.** The failure by the COUNTY or VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT will be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF STICKNEY:

Toni Preckwinkle
President
Cook County Board of Commissioners

Jeff Walik
Mayor

This ____ day of _____, 2022

This ____ day of _____, 2022

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

No.	LOCATION	LENGTH (FT)
1	40TH STREET – OAK PARK AVENUE TO RIDGELAND AVENUE	2595
2	41ST STREET – OAK PARK AVENUE TO RIDGELAND AVENUE	2595
3	EAST AVENUE – 43RD STREET TO 41ST STREET	1275
4	43RD STREET – EAST AVENUE TO SCOVILLE AVENUE	285
	TOTAL =	6750

EXHIBIT B
Funding Breakdown

ITEM	VILLAGE SHARE	COUNTY SHARE
Design Engineering, Construction and Construction Engineering	Balance	100%, up to \$550,000

VILLAGE OF STICKNEY
6533 W. PERSHING ROAD
STICKNEY, IL 60402-4018
708-749-4400 FAX: 708-749-4451

RAFFLE APPLICATION

RECEIVED
NOV 17 2022
VILLAGE OF STICKNEY

APPLICANT'S CONTACT INFORMATION:

NAME: Daniel O'Reilly

ADDRESS: 4024 Elmwood

PHONE NUMBER: [REDACTED]

ORGANIZATION REQUESTING THE RAFFLE LICENSE:

NAME: Stickney-Forest View Lions Club

PURPOSE OF THE RAFFLE: Raise funds for our community & humanitarian projects

TIME PERIOD DURING WHICH THE CHANCES WILL BE SOLD?

Weekly, until the queen of hearts is drawn.

DATE, TIME AND LOCATION WHERE WINNING CHANCES WILL BE DETERMINED?

The Raffle will be held Tuesdays at Lynne Catherine's, 6525 Pershing Road at 7:30pm.

The first drawing of 2023 will be January 3, 2023.

WILL YOU BE APPLYING FOR A WAIVER OF THE FEE?

YES: ✓ NO: