

# VILLAGE OF STICKNEY

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



**Jeff Walik**  
Village President

**Mary Hrejsa**  
**Tim Kapolnek**

Village Trustees  
**Mitchell Milenkovic**  
**Sam Savopoulos**

**Leandra Torres**  
**Jeff White**



**Audrey McAdams**  
Village Clerk

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

**Tuesday, May 7, 2019**

**7:00 p.m.**  
**Meeting Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Pass and Approve Ordinance 2019-04, "An Ordinance Amending Chapter 14, Section 14-120 and 14-121 of the Municipal Code, Village of Stickney, Illinois Regarding Stop Signs and Yield Signs on Certain Village Streets"
7. Approve Resolution 06-2019, "A Resolution Adopting the County Clerk's Proclamation of the Results of the April 2, 2019 Election and Declaring the Election of Board of Trustees"
8. Motion to Recess
9. Roll Call
10. Newly elected village officials will receive the oath of office
11. Return to Open Session
12. Roll Call
13. Approve Resolution 08-2019, "A Resolution Authorizing the Execution of an Intergovernmental Agreement with the County of Cook Related to the 45<sup>th</sup> Street Road Improvements Project for the Village of Stickney, County of Cook, State of Illinois"
14. Grant Permission to the Stickney-Forest View Library to conduct their Annual Summer Reading Kick-Off Block Party on Saturday, June 1, 2019 from 11:00 a.m. to 1:00 p.m.
15. Grant Permission to the American Legion Post 687 and its Auxiliary to conduct their Poppy Day solicitation fund raiser in the business areas of Stickney on May 19 through 26, 2019
16. Report from the President
  - a. Proclamation recognizing the 50<sup>th</sup> Anniversary of Municipal Clerks Week May 5-11, 2019
17. Report from the Clerk
18. Trustee Reports/Committee Reports
19. Reports from Department Heads
20. Public Comment
21. Adjournment

**Posted May 2, 2019**

**April 16, 2019**

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

**The Board of Trustees of the Village of Stickney met in regular session on Tuesday, April 16, 2019, at 7:10 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.**

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

**Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to approve the minutes of the previous regular session on Wednesday, April 3, 2019.**

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

**Prior to the vote, Treasurer Paul Nosek provided a summary indicating the source of funds used to pay the bills and the totals to be approved.**

**Corporate Fund: \$115,143.47  
Motor Fuel Tax Fund: \$0  
Badge Fund: \$0  
Water Fund: \$203,055.38  
Police Pension Fund: \$0  
911 Account: \$0  
1505 Account: \$0  
Family Day: \$0  
Police Revenue Sharing: \$0  
Capital Projects Fund: \$0  
Bond & Interest Fund: \$0  
Subtotal: \$318,198.85**

General Fund Payroll: \$209,956.01  
Water Fund Payroll: \$10,773.59  
Subtotal: \$220,729.60  
Total to be approved by Village Trustees: \$538,928.45

Trustee Savopoulos moved, duly seconded by Trustee White to reject bids for the Pumping Station Chlorine System and to request revaluation of the project and its scope by the Village Engineer.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

Prior to the vote Mayor Walik explained that the bids were rejected because they were too high, almost double. They are going to reevaluate it and re-scope it. We may have to piece it out instead of one company doing it all to get closer to our budget number.

Trustee White moved, duly seconded by Trustee Torres to withdraw from the Local Government Health Plan effective July 1, 2019 and to authorize cancellation letter to be sent by the Village on or before April 30, 2019.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

Prior to the vote Village Attorney Mike Del Galdo explained, "This is the same as we did two meetings ago when we authorized notice to IRMA. This is just allowing us to withdraw on or before the date where it would automatically renew."

**MAYOR'S REPORT:** Mayor Walik mentioned that the construction of the Veteran pavilions construction is going strong. He told of a project meeting that was held a week ago. There were multiple representatives for each phase of the construction crews. Koppers added their own project manager to lead the project. Koppers is putting this together. The room was full. Remember that there is no tax payer money. We received a few more donations from the American Legion and Trustee Savopoulos. He thanked everybody for putting their time into this. He invited everyone to come out for the ribbon cutting ceremony and dedication on May 27, 2019 at 11:00 a.m. The memorial service will follow. A light lunch will follow.

In addition, we had a gambling trip yesterday. There are a couple of big winners sitting here in the audience. Our Family Day will be held on September 1.

**CLERK'S REPORT:** The clerk informed the audience of an Illinois Environmental Protection Agency notice concerning a local transfer station.

**TRUSTEE REPORTS:** All the Trustees gave Happy Easter wishes.

Trustee Kapolnek announced that the Metropolitan Water Reclamation District will be conducting their open house on May 18<sup>th</sup> at 9:00 a.m. to 1:00 p.m. It will include tours, compost and saplings.

Trustee Torres thanked the people who helped with the Easter Egg hunts. The Police Chief donated money for the tween Easter eggs. The kids were so surprised to open an egg and find money in it. Trustee Hrejsa donated the Easter baskets. Parks and Recreation did a great job. A special thank you was given to the Easter bunny.

Trustee Savopoulos summarized the activities involved with the Veteran's pavilions. Now that the concrete is curing, the next step is the framing on April 22, weather permitting.

Trustee White reminded people that there are NiCor people in our neighborhood changing the heads on the gas meters. The switch usually takes a few minutes. They will leave a notice only if the meter is not accessible. Lastly, Trustee White explained that he had the occasion to call the fire department for transport to the hospital for an injury to his leg. Firemen Mark Johnson and O'Flaherty handled him with skill and compassion. The Stickney Fire Department is the best of the best.

Mayor Walik asked Tree Committee member Ed Bartunek if he had a tree report. He said the program is going well. He mentioned there would be room for 10 to 12 trees around the Veterans Memorial. The Arbor Day program is scheduled for April 26 at Edison and Home Schools. We were told that there was a wild turkey flying around the Village this week. The Mayor added that Ed is working on a grant for all those trees through Morton Arboretum. The more trees the better.

**DEPARTMENT REPORTS:**

Fire Chief Jeff Boyajian informed us that the fire department was at two house fires in Oak Park this weekend. There were also numerous ambulance calls. The demolition of Sokol Stickney started yesterday. It should be done by Friday. We were given an update on the Comcast project. Currently the IT guy is involved in one aspect of it. We want it done right not fast. The Mayor explained that the Fire Chief and the Deputy Police Chief are working on the combined dispatch project. Comcast is digital and is the phone portion of the project that is being overseen by the Fire Chief.

Police Chief Dan Babich announced that our final police officer, Patrick Proctor, graduated from the Police Academy last Friday. He will start ten weeks of field training and then will be on his own. This will bring our entire department up to 19 officers. It hasn't been at this level in a long time. It wouldn't have happened had it not been for this Board. We are seriously in need of these officers, especially in the night hours. . . . to control the community and the atmosphere that we deal with on a daily basis. We are very excited to be able to do some great things. In addition, the chief asked people to be careful in the summer for gypsies. He told us that he stopped one of the old gypsies a couple of weeks ago because he was driving erratic. He was from one of the main families, the Lewis family, in the Chicagoland area. During the stop the chief was on his guard because he doesn't trust them. When the gypsy saw the chief place his hand on his pistol, he knew he was serious. The chief placed him in the lockup.

We learned that the police will be taking computer training for the new combined dispatch in Cicero. Once the software is completed in our squad cars there will be a four day training session for everyone in our department. After we have completed this we should have a fairly accurate date for the switchover. There is no rush. First we need the training, then the software. There will be one more meeting before we pull the switch.

Trustee White move, duly seconded by Trustee Savopoulos to adjourn into Executive Session.

- a. Convening into executive session under Section 5 ILCS 120/2 (c)(1)(11) of the Open Meetings Act for discussion regarding certain personnel matters and pending litigation.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

Meeting closed at 7:29 p.m.

Trustee White moved, duly seconded by Trustee Savopoulos to reconvene into regular session at 8:04 p.m.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

There being no further business, Trustee White moved, duly seconded by Trustee Torres that the meeting be adjourned. Upon which the Board adopted the motion at 8:05 p.m.

Respectfully submitted,

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

Approved by me this       day of       , 2019

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

**Village of Stickney**  
**Warrant Number 19-20 -01**

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
7-May-19

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		65,326.51
02 WATER FUND		3,739.14
03 MOTOR FUEL TAX FUND		-
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		11,600.00
09 BOND & INTEREST FUND		-
	Subtotal:	<u>80,665.65</u>
General Fund Payroll	5/1/2019	129,093.36
Water Fund Payroll	5/1/2019	10,270.64
	Subtotal:	<u>139,364.00</u>
Total to be Approved by Village Council		<u><u>220,029.65</u></u>

Approvals:

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

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

\_\_\_\_\_  
Paul Nosek, Treasurer

# VOS\_41665\_Village of Stickney

Expenditure Journal

01 - General Fund

From 4/17/2019 Through 4/29/2019

GL Title	Account Payable Expenditures	Payee/Recipient Name	Document Description
Uniforms	400.00	Adalberto Gutierrez	Safety shirts- Public Works
Operating Supplies	105.00	Aftermath	Bio Hazard Clean Up
Operating Supplies	479.42	Airgas USA LLC	Oxygen rentals - FD
Adjudication	700.00	Anthony T. Bertuca	4/25/19 Adjudication
Repairs/Maint - Motor Equipment	489.00	Associated Tire and Battery Co., Inc.	Supplies
Fuel Costs	(3,124.06)	Bell Fuels, Inc.	BELL FUEL CREDIT
Fuel Costs	2,614.45	Bell Fuels, Inc.	Fuel purchase
Fuel Costs	1,818.75	Bell Fuels, Inc.	Fuel purchases
Operating Supplies	1.29	Benwyn ACE Hardware	Supplies - FD
Purchase Materials/Supplies	450.00	Blood Hound, LLC	Locating service
Telephone	4,658.40	Call One	Monthly telephone bill
Operating Supplies	69.65	Camfil USA, Inc.	Supplies
Adjudication	5,000.00	Capers	Adjudication computer system
Operating Supplies	351.77	Carrot-Top Industries, Inc.	Parts
Repairs/Maint - Motor Equipment	20.00	CASSIDY TIRES & SERVICE	Squad tire repair
Repairs/Maint - Motor Equipment	20.00	CASSIDY TIRES & SERVICE	Square tire repair
Office Supplies	32.69	CDW Government	Parts for computers
Uniforms	126.89	Cintas Corporation - #21	Uniforms
Operating Supplies	2,349.85	Citizens Bank	Credit card purchases
Building Maintenance	564.70	Combined Plumbing & Sewer	Repair bathroom shower at Public Works
Dues and Subscriptions	401.55	Comcast	Internet
Utilities - Gas/Electric	75.93	ComEd	4001 Grove Ave Cameras
Utilities - Gas/Electric	60.46	ComEd	4100 S Harvey cameras
Utilities - Gas/Electric	3,515.39	ComEd	Street lights
Postage/Delivery	215.00	Corporate Mailing Service, Inc.	Mailing service - news letter
Operating Supplies	365.06	Costco - Citicard	Supplies
Operating Supplies	271.29	CUMMINS	Generator repair
Operating Supplies	810.56	CUMMINS	Generator repairs
Legal Fees	10,502.50	DEL GALDO LAW GROUP LLC	3/19 Legal fees
Village Prosecutor	900.00	DEL GALDO LAW GROUP LLC	Prosecutor fees
Operating Supplies	41.81	Forest View Dunkin Donuts	Prisoner Meals
Purchase Materials/Supplies	23.00	Foster Coach Sales, Inc.	Maintenance
Electrical Inspector	720.00	Frederick Kuchta	1/19 Electrical Inspections
Electrical Inspector	440.00	Frederick Kuchta	12/18 Electrical Inspections
Electrical Inspector	640.00	Frederick Kuchta	2/19 Electrical Inspections

Date: 4/30/19 11:30:46 AM

**VOS\_41665\_Village of Stickney**

Expenditure Journal

01 - General Fund

From 4/17/2019 Through 4/29/2019

GL Title	Account Payable Expenditures	Payee/Recipient Name	Document Description
Electrical Inspector Repairs/Maint - Motor Equipment	520.00 456.30	Frederick Kuchta Freeway Ford - Sterling Truck Sales, Inc.	Electric Inspections 11/18 Parts
Traffic Signs Education & Training	402.02 295.85	HALL SIGNS, ICN. IFCA Educational and Research Foundation	Signs Intergovernmental RelationsTraining - Acosta
Insurance	4,097.46	Intergovernmental Risk Management Agency	IRMA PREMIUMS FOR MONTH
Operating Supplies Events	54.80 136.67	Jack Phelan Jeffery S. White	Parts Banner
Repairs/Maint - Motor Equipment Security Systems	51.00 3,554.69	JET BRITE CAR WASH Johnson Controls Security Solutions	Squad car washes 5/1 - 7/31/19 Security system
Security Systems	396.64	Johnson Controls Security Solutions	5/1 - 7/31/19 Security system - FD
Security Systems	842.90	Johnson Controls Security Solutions	5/1/19 - 7/31/19 Quarterly security monitoring fee
Security Systems	158.70	Johnson Controls Security Solutions	5/1/19 - 7/31/19 Security Monitoring Fee
Legal Fees Operating Supplies	150.00 2.32	Laner Muchin Lembke & Sons True Value	Arbitration case work Supplies
Operating Supplies	569.91	Menards - Hodgkins	Supplies
Office Supplies	64.89	Minuteman Press of Lyons	Envelopes
Uniforms	1,935.00	Municipal Emergency Services	Maintenance
Education & Training	395.00	National Association of EMS Educators	EMS Training - O'Dowd
Operating Supplies Materials - Street Repair	129.95 458.00	O'Reilly's Flowers Ozinga Ready Mix Concrete, Inc.	Floral arrangement - Bernard - 6432 W. 41st Street
Materials - Street Repair	349.00	Ozinga Ready Mix Concrete, Inc.	Road patch
Office Supplies Uniforms	217.74 88.16	Petty Cash RAY O'HERRON CO. INC.	Petty Cash Officer Uniform supplies - to be reimb
Printing & Publications Operating Supplies	3,731.25 189.00	Scot Decal Company, Inc. Scout Electric Supply Co.	Vehicle Stickers Batteries
Office Supplies	42.00	Shark Shredding, Inc.	Document shredding
Office Supplies	42.00	Shark Shredding, Inc.	Shredding - PD

Date: 4/30/19 11:30:46 AM



**VOS\_41665\_Village of Stickney**

Expenditure Journal

01 - General Fund

From 4/17/2019 Through 4/29/2019

GL Title	Account Payable Expenditures	Payee/Recipient Name	Document Description
Traffic Signs	3,880.00	Solar Traffic Systems Inc.	Solar traffic signs
Repairs/Maint - Motor Equipment	3,228.64	Standard Equipment Company	Repair Hydraulic Hose on Sweeper
Operating Supplies	375.00	Sulla Photo Ltd. Inc.	Photo's elected officials
Operating Supplies	166.00	The Sign Edge	Signs for parks
Uniforms	132.00	Unique Apparel Solutions	Uniforms - Acosta
Uniforms	519.00	Unique Apparel Solutions	Uniforms - FD
Telephone	1,584.27	VERIZON	Cell phone bill -
Total 01 - General Fund	65,326.51		

**VOS\_41665\_Village of Stickney**

Expenditure Journal

02 - Water Fund

From 4/17/2019 Through 4/29/2019

GL Title	Account Payable Expenditures	Payee/Recipient Name	Document Description
Fuel Costs	(164.40)	Bell Fuels, Inc.	BELL FUEL CREDIT
Fuel Costs	149.40	Bell Fuels, Inc.	Fuel purchase
Fuel Costs	103.93	Bell Fuels, Inc.	Fuel purchases
Telephone	954.13	Call One	Monthly telephone bill
Operating Supplies	890.00	EJ USA Inc.	Supplies
IT Consulting	1,500.00	Master Meter, Inc.	Annual support
Office Supplies	306.08	Minuteman Press of Lyons	1000 Water bills
Total 02 - Water Fund	3,739.14		

**VOS\_41665\_Village of Stickney**  
Expenditure Journal  
08 - Capital Projects Fund  
From 4/17/2019 Through 4/29/2019

GL Title	Account Payable Expenditures	Payee/Recipient Name	Document Description
Equipment	11,600.00	Konica Minolta Business Solutions U.S.A., Inc.	Copier - Village Hall
Total 08 - Capital Projects Fund	11,600.00		
Report Total	80,665.65		

**ORDINANCE NO. 2019- 04**

**AN ORDINANCE AMENDING CHAPTER 14, SECTIONS 14-120 AND 14-121 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS REGARDING STOP SIGNS AND YIELD SIGNS ON CERTAIN VILLAGE STREETS.**

**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 Village operates and maintains a road network as part of its municipal function; and

**WHEREAS**, traffic control is an essential part of the operation of the road network; and

**WHEREAS**, currently, there is a yield sign for northbound traffic on Elmwood Avenue at 41<sup>st</sup> Street (the "Elmwood Intersection"); however, given the traffic on 41<sup>st</sup> Street and in the general area, the Corporate Authorities have determined that it is in the best interest of the Village and its residents and guests to install a stop sign for northbound traffic at the Elmwood Intersection and remove the existing yield sign; and

**WHEREAS**, in order to provide for the safe movement of vehicular and pedestrian traffic, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to require all vehicles traveling northbound on Elmwood Avenue to come to a complete stop at the Elmwood Intersection and remove the existing yield sign; and

**WHEREAS**, it is understood that additional steps need to be taken to ensure that the traffic control signs are properly installed and maintained at the Elmwood Intersection; 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 14, Section 14-120 and Section 14-121 of the Municipal Code, Village of Stickney, Illinois (the "Village Code") 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 all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

## **SECTION 2. PURPOSE.**

The purpose of this Ordinance is to amend Chapter 14, Section 14-120 and Section 14-121 of the Village Code to require vehicles to come to a complete stop at the Elmwood Intersection, to remove the existing yield sign and to authorize the President or his designee to take all actions necessary to carry out the intent of this Ordinance.

## **ARTICLE II. AMENDMENT OF CHAPTER 14, SECTION 14-120 AND SECTION 14-121 OF THE MUNICIPAL CODE, VILLAGE OF STICKNEY, ILLINOIS**

### **SECTION 3.0. AMENDMENT OF CHAPTER 14, SECTION 14-120.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Section 14-120 by underlining and bolding any new language, and striking through any removed language, as follows:

#### **Sec. 14-120. – Stop Streets.**

(a) Except when directed to proceed by a police officer or traffic-control signal, every driver of a vehicle approaching a stop intersection indicated by a stop sign shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersections, or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. After having stopped, the driver shall yield the right-of-way to any vehicle which has entered the intersection from another roadway or which is approaching so closely on the roadway as to constitute an immediate hazard during the time when the driver is moving across or within the intersection, but said driver having so yielded may proceed at such time as a safe interval occurs.

(b) The following are hereby designated as stop entrances:

<i>Street or Avenue</i>	<i>Entrance at Which Stop Is To Be Made</i>
Clarence Avenue and 40 <sup>th</sup> Street	Southbound, Eastbound and Westbound
Clarence Avenue and 41st Street	Southbound
Clinton Avenue and Pershing Road	Northbound
Clinton Avenue and 40th Street	Northbound

Clinton Avenue and 41st Street	Northbound
Clinton Avenue and 44 <sup>th</sup> Street	Northbound, Eastbound and Westbound
East Avenue and Pershing Road	Northbound
East Avenue and 40th Street	All
East Avenue and 41st Street	All
East Avenue and 42nd Street	All
Elmwood Avenue and Pershing Road	Northbound
Elmwood Avenue and 40th Street	All
<b><u>Elmwood Avenue and 41st Street</u></b>	<b><u>Northbound</u></b>
Euclid Avenue and 40th Street	Southbound
Euclid Avenue and 41st Street	Southbound
Grove Avenue and Pershing Road	Northbound
Grove Avenue and 40th Street	All

Grove Avenue and 41st Street	All
Grove Avenue and 42nd Street	All
Grove Avenue and 43rd Street	All
Grove Avenue and 44th Street	All
Grove Avenue and 45th Street	Southbound
Gunderson Avenue and 40th Street	Southbound
Gunderson Avenue and 41st Street	Southbound
Harlem Avenue and Jewel Parking Lot	Westbound
Harlem Avenue and 40th Street	Westbound
Harlem Avenue and 40th Place	Westbound
Harlem Avenue and 42nd Street	Westbound
Harlem Avenue and 43rd Street	Westbound
Harlem Avenue and 44th Street	Westbound

Harlem Avenue and 45th Street	Westbound
Home Avenue and 40th Street	All
Home Avenue and 40th Place	Eastbound
Home Avenue and 41st Street	All
Home Avenue and 42nd Street	All
Home Avenue and 43rd Street	All
Home Avenue and 44th Street	All
Home Avenue and 45th Street	Southbound, westbound
Jewel Parking Lot and Pershing Road	Northbound
Jewel Parking Lot and 40th Street	Southbound
Kenilworth Avenue and 45th Street	Southbound
Maple Avenue and 44th Street	Eastbound and Westbound
Maple Avenue and 43rd Street	Northbound



Maple Avenue and 42nd Street	Eastbound and Westbound
Maple Avenue and 41st Street	Northbound
Oak Park Avenue and 40th Street	All
Oak Park Avenue and 41st Street	All
Oak Park Avenue and 42nd Street	Eastbound
Oak Park Avenue and 43rd Street	All
Oak Park Avenue and 44th Street	Eastbound
Oak Park Avenue and 45th Street	Southbound
Ridgeland Avenue and 40th Street	All
Ridgeland Avenue and 41st Street	All
Ridgeland Avenue and 42nd Street	All
Ridgeland Avenue and 43rd Street	All
Scoville Avenue and Pershing Road	Northbound

Scoville Avenue and 40th Street	Northbound
Scoville Avenue and 41st Street	All
Scoville Avenue and 42nd Street	All
Wenonah Avenue and Pershing Road	Northbound
Wenonah Avenue and 43rd Street	Northbound
Wenonah Avenue and 44th Street	All
Wenonah Avenue and 45th Street	Westbound
Wesley Avenue and Pershing Road	Northbound
Wesley Avenue and 41 <sup>st</sup> Street	Eastbound and Westbound
Wisconsin Avenue and Pershing Road	Northbound
Wisconsin Avenue and 40th Place	Eastbound and Westbound
Wisconsin Avenue and 41st Street	All
Wisconsin Avenue and 43rd Street	Southbound

Wisconsin Avenue and 44th Street	All
Wisconsin Avenue and 45th Street	Southbound

### **SECTION 3.1. AMENDMENT OF CHAPTER 14, SECTION 14-121.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 14, Section 14-121 by underlining and bolding any new language, and striking through any removed language, as follows:

#### **Sec. 14-121. - Yield streets.**

(a) The driver of a vehicle approaching a yield sign shall in obedience to such sign slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering the crosswalk on the near side of the intersection, or if none, then at the point nearest the intersecting roadway, where the driver has a view of approaching traffic on the intersecting roadway. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time such driver is moving across or within the intersection.

(b) Yield signs shall be erected at the following locations:

40th Street and Clarence Avenue, northwest corner, for southbound traffic.

40th Street and Wesley Avenue, southeast corner for northbound traffic.

40th Street and Wisconsin Avenue, southeast corner, for northbound traffic.

~~41st Street and Elmwood Avenue, southeast corner for northbound traffic.~~

42nd Street and Gunderson Avenue, southwest corner for eastbound traffic and the northwest corner for westbound traffic.

42nd Street and Wisconsin Avenue, northwest corner for southbound traffic.

42nd Street and Grove Avenue, southwest corner for eastbound traffic.

42nd Street and Grove Avenue, northeast corner for westbound traffic.

(c) If a driver is involved in a collision at an intersection or interferes with the movement of other vehicles after driving past a yield right-of-way sign, such collision shall be deemed prima facie evidence of the driver's failure to yield right-of-way.

### **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, including taking all necessary steps to ensure the proper installation and continuing maintenance of the traffic control signs located on the Streets, 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 and all 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 and in full force ten (10) days after its passage and approval.

**[REMAINDER OF THIS SECTION INTENTIONALLY LEFT BLANK]**

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

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

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

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

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

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

## **RESOLUTION No. 06-2019**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, ADOPTING THE COUNTY CLERK'S PROCLAMATION OF THE RESULTS OF THE APRIL 2, 2019 ELECTION AND DECLARING THE ELECTION OF BOARD OF TRUSTEES**

**WHEREAS**, the election of the Board of Trustees of the village was conducted at the Consolidated Election held on April 2, 2019; and

**WHEREAS**, the election of Trustee Members of the Village of Stickney was conducted at said election; and

**WHEREAS**, the County Clerk of Cook County conducted the Official Canvass of said election and proclaimed the results thereof on April 23, 2019, a true and correct copy of which is attached hereto and made part hereof; and

**WHEREAS**, the said County Clerk has forwarded the Official Canvass and Proclamation of the Results of said canvass to the Board declaring that Mary Hrejsa, Mitchell Milenkovic and Jeffery White have been elected to four (4) year terms as Trustees of the Board of Trustees of the Village of Stickney.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, ACTING IN PURSUANCE OF SAID PROCLAMATION BY THE COUNTY CLERK, AS FOLLOWS:**

**SECTION 1:** The Board of Trustees of the Village of Stickney accepts and adopts the Canvass and Proclamation of the Results of the April 2, 2019 Consolidated Election as Proclaimed by the County Clerk of Cook County.

**SECTION 2:** The Board of Trustees of the Village of Stickney declares that Mary Hrejsa, Mitchell Milenkovic and Jeffery White are duly elected as Trustee Members of the Board of Trustees of the Village of Stickney, for four (4) year terms for the period of 2019 through 2023.

**SECTION 3:** This Resolution shall remain in full force and effect from and after its passage and approval.

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

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

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

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

**ATTESTED and filed in my office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

## EXHIBIT A



Cook County Clerk's Office

Suburban Cook County Election Results  
Official Certificate of Results  
April 02, 2019 Consolidated General Election

[Back to Election Summary Results](#)

[Print Results](#)

The Cook County Clerk, having completed a canvass of all votes cast for Trustee, Village of Stickney, hereby certifies the following vote totals:

Candidates	Percentage	Votes
Jeffery White	35.1%	470
Mary Hrejsa	32.34%	433
Mitchell Milenkovic	32.56%	436
Total:	100%	1,339

This election having been certified to me as 3 to be elected results in Jeffery White, Mary Hrejsa & Mitchell Milenkovic being elected.

Below is the abstract of votes by precinct.

Dated this April 23, 2019.



Karen A. Yarbrough, Cook County Clerk

Township - Trustee, Village of Stickney

Township	Registered Voters	Ballots Cast	Jeffery White	Mary Hrejsa	Mitchell Milenkovic	Total Votes
Stickney	3,688	567	470	433	436	1,339
Suburban Cook County Total	3,688	567	470	433	436	1,339

Precinct - Trustee, Village of Stickney

Precinct	Registered Voters	Ballots Cast			Mary Hrejsa	Mitchell Milenkovic	Total Votes
Stickney 2	766	136	121	107	108		336
Stickney 16	1,226	148	113	112	112		337
Stickney 17	757	141	120	104	108		332
Stickney 19	939	142	116	110	108		334
Suburban Cook County Total	3,688	567	470	433	436		1,339

**RESOLUTION NO. 08 -2019**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK RELATED TO THE 45<sup>TH</sup> STREET ROAD IMPROVEMENTS PROJECT 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 or powers, 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 45th Street between Harlem Avenue and Oak Park Avenue (the "Project"); 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 Project is designated as County section number 19-STK45-00-PV; and

**WHEREAS**, the Corporate Authorities have been presented 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 toward Phase II engineering, construction, Phase III engineering, funding and maintenance of 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 toward Phase II engineering, construction, Phase III engineering, funding and maintenance of 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. To the extent that any requirement of bidding would be applicable, 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 \_\_\_\_\_, 2019.

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTENTION:**

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

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

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

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

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**

**COUNTY OF COOK**

**45<sup>TH</sup> STREET ROAD IMPROVEMENTS**

**VILLAGE OF STICKNEY**

**SECTION: 19-STK45-00-PV**

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF COOK (the "COUNTY"), a body corporate and politic of the State of Illinois, acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF STICKNEY (the "VILLAGE"), a municipal corporation of the State of Illinois. The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

**RECITALS**

**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 PARTIES desire to enter into an agreement to make Improvements to 45th Street between Harlem Avenue and Oak Park Avenue (the "PROJECT"); 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 PROJECT is designated as COUNTY section number 19-STK45-00-PV; and

**WHEREAS**, the PARTIES by this instrument shall determine and establish their respective responsibilities toward Phase II engineering, construction, Phase III engineering, funding and maintenance of 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 5/1-101 *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**, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

**I. PHASE II ENGINEERING**

- A. The VILLAGE shall perform or cause to be performed Phase II engineering services for the PROJECT, including, but not limited to, preparing the final plans and specifications for the PROJECT.
- B. The VILLAGE shall submit the final plans and specifications for the PROJECT to the COUNTY for review and approval. The VILLAGE shall work cooperatively with the COUNTY to address and resolve any comments and/or objections made by the COUNTY as part of the COUNTY's review. Any dispute(s) concerning the plans and specifications for the PROJECT shall be resolved in accordance with Section VI (J) of this AGREEMENT.

**II. CONSTRUCTION**

- A. The VILLAGE shall cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications. In addition, the VILLAGE shall perform, or cause to be performed, Phase III engineering inspections for the PROJECT.
- B. The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during progress of work on the PROJECT. The VILLAGE shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction of and/or Phase III engineering inspections for the PROJECT.
- C. The VILLAGE shall provide no less than 14 calendar days' written notice to the COUNTY prior to final inspection of the PROJECT.
- D. The VILLAGE shall coordinate and control public notification of the PROJECT scope, timing and duration.

**III. PERMITS**

- A. The VILLAGE agrees to ensure that all required permits and joint participation and/or force account agreements are secured for the PROJECT.
- B. The COUNTY shall grant and consent to any and all permits, rights of access (ingress or egress), and temporary use of its property within the PROJECT limits to the VILLAGE and/or its agents, without charge of permit fees to the VILLAGE. Any



permits for rights of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.

#### **IV. MAINTENANCE**

- A. As used herein, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and replacement of the maintained facility when needed.
- B. The PARTIES shall maintain, or caused to be maintained, those portions of the PROJECT improvements under their established jurisdictional authority.

#### **V. FINANCES**

- A. The VILLAGE agrees to pay all actual PROJECT-related costs, including, but not limited to, all Phase II engineering, construction and Phase III engineering costs, subject to reimbursement by the COUNTY as hereinafter stipulated.
- B. The COUNTY agrees to reimburse the VILLAGE up to \$250,000.00 toward Phase II engineering, construction and Phase III engineering costs for the PROJECT, in accordance with the funding breakdown that is incorporated into this AGREEMENT and attached hereto as EXHIBIT A. Notwithstanding the estimated or actual costs of the PROJECT, the COUNTY's financial responsibility pursuant to this AGREEMENT shall not exceed \$250,000.00.
- C. It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the VILLAGE for any expenditures that are:
  - i. contrary to the provisions of this AGREEMENT;
  - ii. not directly for carrying out Phase II engineering, construction or Phase III engineering for the PROJECT;
  - iii. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
  - iv. incurred without the consent of the COUNTY after written notice of the suspension or termination of any or all of the COUNTY's obligations under this AGREEMENT; or

- v. in excess of the amount set forth in Section V (B) of this AGREEMENT.
- D. The COUNTY agrees that upon execution of this AGREEMENT and receipt of an invoice from the VILLAGE, the COUNTY will make an advance payment to the VILLAGE in the amount of \$87,500.00. This amount represents 35% of the COUNTY's total obligation incurred under this AGREEMENT. After these initial funds have been expended by the VILLAGE, the VILLAGE shall provide the COUNTY with the following documents related to the advance payment in order to be eligible to receive additional funding from the COUNTY:
- i. a cover letter addressed to the Superintendent of the DEPARTMENT, which includes the COUNTY section number for the PROJECT;
  - ii. a copy of the cancelled check(s) paid to the consultant(s) and/or contractor(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
  - iii. a copy of the associated invoice(s) submitted by the consultant(s) and/or contractor(s) for the service(s) rendered.
- E. The COUNTY will pay the VILLAGE the balance of its obligation incurred under this AGREEMENT as additional funds are expended by the VILLAGE. The VILLAGE may seek reimbursement from the COUNTY no more frequently than on a monthly basis. In order to receive reimbursement from the COUNTY, the VILLAGE must provide the COUNTY with the following:
- i. a cover letter addressed to the Superintendent of the DEPARTMENT;
  - ii. an invoice requesting payment, which includes the COUNTY section number for the PROJECT;
  - iii. a copy of the cancelled check(s) paid to the consultant(s) and/or contractor(s) (or a copy of the associated bank ledger reflecting the payment(s)), or a letter from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
  - iv. a copy of the associated invoice(s) submitted by the consultant(s) and/or contractor(s) for the service(s) rendered.
- F. If the documentation submitted by the VILLAGE for reimbursement is 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 pursuant to this AGREEMENT.

## VI. GENERAL PROVISIONS

- A. Entire Agreement. This AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Recitals. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.
- C. Termination of Agreement. This AGREEMENT terminates upon completion and final acceptance of the PROJECT by the PARTIES and payment by the COUNTY of the final invoice submitted by the VILLAGE, or April 30, 2022, whichever date is earlier. The PARTIES may agree to extend the termination date of the AGREEMENT in a letter signed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- D. County Identifier. The VILLAGE shall include COUNTY section number 19-STK45-00-PV on all PROJECT-related correspondence, plans, invoices and documents.
- E. Suspension of Early Termination of Agreement. The VILLAGE agrees that, 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, 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 notification to the VILLAGE of said non-compliance or default and failure by the VILLAGE to correct said violations within 30 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 disbursed to the VILLAGE;
  - iii. deduct any refunds or repayments from any funds obligated to, but not expended by the VILLAGE, whether from this or any other project;
  - iv. temporarily withhold cash payments pending correction of deficiencies by the VILLAGE or more severe enforcement action by the COUNTY;

- v. disallow all or part of the cost of the activity or action not in compliance;
- vi. take other remedies legally available; or
- vii. take appropriate legal action.

- F. Timely Review and Approval. Wherever in this AGREEMENT approval or review by either the COUNTY or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- G. Indemnification. The VILLAGE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorney fees, settlements or judgments, caused by the negligent acts, omissions or willful misconduct of the VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- H. Conflict 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 the performance of any work pertaining to this AGREEMENT; represent, either as agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or work pertaining to this AGREEMENT; and take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract 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.
- I. Compliance with Laws, Rules and Regulations. The PARTIES shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this AGREEMENT.
- J. Disputes. In the event of a dispute between the COUNTY and the VILLAGE in the carrying out of the terms of this AGREEMENT, representatives of the PARTIES shall meet and resolve the issue. In the event they cannot mutually agree on the resolution of the dispute, the decision of the Superintendent of the DEPARTMENT shall be final.

INTERGOVERNMENTAL AGREEMENT  
County of Cook/Village of Stickney  
Section: 19-STK45-00-PV

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

L. Governing Law and Venue. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.

M. Notices. Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall 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: Cook County Department of Transportation and Highways  
69 W. Washington Street, 24th Floor  
Chicago, IL 60602  
Attn: John Yonan, P.E., Superintendent  
E-mail: [john.yonan@cookcountyil.gov](mailto:john.yonan@cookcountyil.gov)

To the VILLAGE: Village of Stickney  
6533 Pershing Road  
Stickney, IL 60402  
Attn: Paul Nosek, Treasurer  
E-mail: [pnosek@villageofstickney.com](mailto:pnosek@villageofstickney.com)

N. Records Maintenance. The VILLAGE shall 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 shall 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, if applicable.

O. Reviews and Audits. The VILLAGE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the

administration, receipt and use of COUNTY funds to necessitate any reviews or audits.

- P. Modification. This AGREEMENT may only be modified by a written instrument executed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- Q. Severability. If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforce, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall 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.
- R. Binding Successors. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- S. Force Majeure. Neither PARTY shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control, including but not limited to, acts of Gods, war, civil unrest, labor strikes or walkouts, fires and natural disasters.
- T. Conflict with Exhibits. In the event there is a conflict between the terms contained in this document and any attached exhibits, the terms included in this document shall control.
- U. Authority to Execute. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as fixed 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.
- V. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- W. Section Headings. The descriptive headings used in this section are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

INTERGOVERNMENTAL AGREEMENT  
County of Cook/Village of Stickney  
Section: 19-STK45-00-PV

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

This \_\_\_\_ day of \_\_\_\_\_, 2019

ATTEST: \_\_\_\_\_  
County Clerk  
(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk  
(SEAL)

RECOMMENDED BY:

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

\_\_\_\_\_  
John Yonan, P.E.  
Superintendent  
County of Cook  
Department of Transportation and Highways

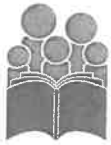
By: \_\_\_\_\_  
Assistant State's Attorney

**EXHIBIT A**

**Funding Breakdown**

<b>ITEM</b>	<b>VILLAGE SHARE</b>	<b>COUNTY SHARE</b>
Phase II Engineering, Construction and Phase III Engineering	Balance in excess of \$250,000	Up to \$250,000





**Stickney-Forest View  
Public Library District**

*"Where Great Things Happen"*

6800 West 43<sup>rd</sup> St.  
Stickney, IL 60402  
Phone: 708.749.1050  
Fax: 708.748.3828

**SFVPLD**  
**A Universe of Stories**

Village of Stickney  
6544 W. Pershing Road  
Stickney, IL 60402

April 22, 2019

Dear Mayor Walik and Trustees of the Village of Stickney,

I am writing to you to describe the proposed events for our annual Summer Reading Kick-Off block party, which the Library is hoping to host on Saturday, June 1<sup>st</sup>, from 11:00 a.m. to 1:00 p.m. This year's theme will be *A Universe of Stories*.

We will be having a smaller and simpler block party this year, without a large performance or bounce house. We will have our usual DJ from B.A.S.E. Productions playing music for people to listen and dance to, and a petting zoo for the kids. We will also have a volunteer dance group, Mexican Folkloric Dance Group Tlaloc, performing. We will have face painting, a Friends of the Library book & bake sale, various food vendors and an Usborne book fair.

We will be giving away grilled hot dogs and chips. I have contacted the Stickney Township Health Inspector, and a permit will be issued for the food preparation on the day of the event. Licensed food handlers will be on site supervising the grilling process.

We request that 43<sup>rd</sup> Street be closed from Oak Park Avenue to the alley on the west side of the Library. I believe that we have secured the necessary permission from our neighbors, including St. Pius X (see attached). Using Google Maps, it looks like there are 24 houses on both sides of the alley, so 60% of that would be 14 signatures, which we have also secured.

Please feel free to contact me if you have any questions or concerns. I would be happy to come to the Village trustee meeting to answer any questions in person if that would be more convenient. Thank you for your consideration and continued support of the Library.

Sincerely,

Leighton Shell, Head of Popular Services  
Stickney-Forest View Public Library District

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

**BLOCK PARTY APPLICATION**

**BLOCK INVOLVED:** 43rd Street from Oak Park Ave. to alley

**CONTACT PERSON/ORGANIZER:**

**NAME:** Leighton Shell

**ADDRESS:** 6800 W. 43rd Street

**PHONE NUMBER:** 708-749-1050, x-140

**DATE OF EVENT:** June 1, 2018

**HOURS:** 11:00 a.m. to 1:00 p.m.

**STREETS TO BE BLOCKED OFF:**

43rd Street from Oak Park Ave. to alley.

Alley between Grove and Oak Park Ave. from Library lot to 43rd Street.

**WILL THERE BE A BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR ANNOUNCEMENTS?**

**YES:** X

**NO:** \_\_\_\_\_

**IF YES, NAME OR THE BAND OR DISC JOCKEY:**

James Martin, Base Enterprises Inc.

**NOTE: HOURS FOR THE BLOCK PARTY ARE LIMITED FROM 10:00 a.m. UNTIL 10:00 p.m.**

**AT THE CLOSE OF THE BLOCK PARTY, THE ORGANIZER MUST CLEAN UP AND RESTORE ALL PUBLIC PROPERTY TO THE CONDITION THAT IT WAS IN PRIOR TO THE BLOCK PARTY.**



# SFVPLD

## Summer Reading Blast Off Party

featuring

Mexican Folkloric Dance Group Tlaloc

Raising the B.A.R. Martial Arts

Petting Zoo • Photo Booth • DJ & Dancing

Face Painting by MWHS • Morton College

Lions Club Vision Screening • Usborne Book Fair

Alivio Medical Center • Family Focus

Chick-Fil-A • Raising Cane's Chicken Fingers

Lunges 'n Lattes • Texas Roadhouse

Haunted Trails • Costco • White Castle

AMF Forest Lanes • SGA Youth & Family Services

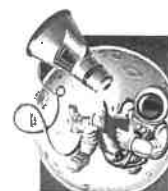
Friends of the Library Book & Bake Sale

Food, Summer Reading Sign Up & More!

## Save the Date

Saturday, June 1<sup>st</sup>

11:00 a.m. to 1:00 p.m.





**Stickney American Legion**

**Post No. 687**

**6431 WEST PERSHING ROAD  
STICKNEY, ILLINOIS 60402**

**(708) 788-8203**



STATE HALL OF FAME AWARD WINNER 1984

April 19, 2019

The Honorable Jeff Walik, Mayor

Village of Stickney

Stickney, Illinois 60402

Dear Mayor Walik,

Each year prior to Memorial Day, millions of Americans wear little poppies in memory of the many men and women who died in the wars and conflicts of our country.

All through the winter months these bright little red flowers are made by disabled and hospitalized veterans in VA hospitals in Illinois. In May the distribution of these poppies for donation is handled entirely by volunteers from the American Legion and the American Legion Auxiliary. Every penny received over expenses goes directly to needy and/or disabled veterans or to members of their families.

Poppy Days this year are May 19<sup>th</sup> through May 26<sup>th</sup>, 2019. With you and the Board of Trustees, permission, Stickney Post 687 and its Auxiliary would like to be permitted to solicit donations in the business areas of your community on these dates.

Thank you in advance.

Sincerely,

Jerry Bubash/ Chairman Poppy Day Committee

# Proclamation

50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK

May 5 - 11, 2019

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, Jeff Walik, Mayor of Village of Stickney, do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Audrey McAdams and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this 7<sup>th</sup> day of May, 2019

Mayor \_\_\_\_\_ Attest: Audrey McAdams