

# 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, January 7, 2020**

**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 2020-01, "An Ordinance Amending Chapter 7 of the Personnel Manual Regarding Sexual Harassment for the Village of Stickney"
7. Approve Resolution 01-2020, "A Resolution Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Stickney and the Village of Forest View for Improvements to 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue"
8. Swearing in of Richard Foytik as a Police Officer for the Village of Stickney
9. Report from the President
10. Report from the Clerk
11. Trustee Reports/Committee Reports
12. Reports from Department Heads
13. Public Comments
14. Adjournment

**Posted January 3, 2020**

**December 17, 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, December 17, 2019, at 7:04 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 Tuesday, December 3, 2019.**

**Upon the roll call, the following Trustees voted:  
Ayes: Trustees Hrejsa, Kapolnek, Milenkovic, Torres and White  
Nays: None  
Absent: None  
Present: Trustee Savopoulos  
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.**

**Trustee White moved, duly seconded by Trustee Hrejsa to Pass and Approve Ordinance 2019-19, "The 2019 Tax Levy Ordinance for the Fiscal Year, beginning May 1, 2019 and ending 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.**

**There were no comments or questions.**

Mayor Walik introduced Fire Chief Boyajian who proceeded to read the following letter to the Mayor and the Village Board of Trustees:

I am requesting to promote two Lieutenants to the rank of Captain and Four Firefighters to the rank of Lieutenant. The new promotions will add the leadership needed to move the department forward. The Chiefs and I met approximately two weeks ago to discuss this and developed the list of members we believe would be best for these positions, based upon the leadership they show, and the work effort put forward by each of the below individuals.

I would like to request the following Lieutenants be promoted to the rank of Captain;

Jacob Anderson—Member since 2003-16 years

Keith J. Chervinko—Member since 2005-14 years

I am requesting that the following members be promoted to the rank of Lieutenant:

Daniel White—Member since 2013-6 years

Bob Wyant—Member since 2003-16 years

Sam Alonzo—Member since 2003-16 years

William Sticha—Member since 2013-6 years

The Mayor asked that a Consent Agenda be used to condense Item 7 (a) through (f)

Trustee Kapolnek moved, duly seconded by Trustee Milenkovic to establish a Consent Agenda to condense Item 7 (a) through (f)

- a. Motion to Authorize the Promotion of Jacob Anderson to the Rank of Captain.
- b. Motion to Authorize the Promotion of Keith J. Chervinko to the Rank of Captain.
- c. Motion to Authorize the Promotion of Sam Alonzo Jr. to the Rank of Lieutenant.
- d. Motion to Authorize the Promotion of William Sticha to the Rank of Lieutenant.
- e. Motion to Authorize the Promotion of Daniel White to the Rank of Lieutenant.
- f. Motion to Authorize the Promotion of Robert Wyant to the Rank of Lieutenant.

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

Trustee Savopoulos moved, duly seconded by Trustee Torres to Approve the Appointment of John Trotsky to the Stickney Zoning Board of Appeals to Fill the Vacancy Left by Arthur Gross' Resignation

Upon the roll call, the following Trustees voted:

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

Nays: None

Absent: None

Mayor Walik declared the motion carried.

The Mayor congratulated John Trotsky.

**MAYOR'S REPORT:** Mayor Walik congratulated the firefighters on their promotions. He mentioned that the Fire Chief will be hiring approximately ten more guys by the first of the year. We will be losing one fireman as well. The Mayor announced that on January 9<sup>th</sup> there will be a groundbreaking event involving the Casino at the Hawthorne Race Track.

**CLERK'S REPORT:** The Clerk read a Thank You note written by a resident in appreciation of Ed Bartunek changing a broken light bulb for her. Clerk McAdams read information pertinent to the Census 2020.

**TRUSTEE REPORTS:** All the Trustees gave Holiday Greetings. They all congratulated the firefighters who were given their promotions and John Trotsky on his appointment.

Trustee White welcomed John Trotsky to the Zoning Board and reminded people that the next board meeting is January 7, 2020. We will be on the holiday garbage schedule for garbage pickup during the week of Christmas and New Year's.

Trustee Torres mentioned that her husband transported all the donation for our Troops. It totaled 295 pounds. The Mayor thanked Trustee Torres' husband for taking in the donations for the troops.

Ed Bartunek informed us that a representative from Morton Arboretum approved our tree plantings and will now release the grant money we applied for. The Mayor explained that Ed worked on a tree grant with Administrative Assistant Beth Lukas.

**DEPARTMENT REPORTS:**

Assistant Public Works Director Sam Alonzo reported that leaf removal program is concluded as of today. Waste Management is done picking up yard waste for this year.

Police Chief Dan Babich gave Christmas greetings and congratulated the firefighters. He made us aware that New Years is a very busy time for the police department. He will be out there patrolling as well.

Fire Chief Jeff Boyajian reported that there was a structure fire in a home yesterday. It was a basement fire that appeared to have started in the dryer. Everyone was out of the house. The dog made it outside safely. A smoke detector woke up someone sleeping in the basement. The fire burned everything in the dryer, and everything located around it. It is unsure if the dryer malfunctioned or if the fire started because of a lint buildup. The Chief implored people to clean the lint from their dryers and the dryer vent.

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 7:20 p.m.

Respectfully submitted,

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

Approved by me this            day of            , 2020

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

**Village of Stickney**  
**Warrant Number 19-20-17**

EXPENDITURE APPROVAL LIST  
FOR VILLAGE COUNCIL MEETING ON  
January 7, 2020

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		137,516.91
02 WATER FUND		3,583.23
03 MOTOR FUEL TAX FUND		-
05 1505 FUND		-
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND		-
	Subtotal:	<u>141,100.14</u>
General Fund Payroll	1/1/2020	126,538.61
Water Fund Payroll	1/1/2020	<u>11,416.22</u>
	Subtotal:	<u>137,954.83</u>
Total to be Approved by Village Council		<u><u>279,054.97</u></u>

Approvals:

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

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

\_\_\_\_\_  
Treasurer

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
01 - General Fund  
From 12/16/2019 Through 12/31/2019

Check Number	Vendor Name	Effective Date	Check Amount
501607	HEALTH CARE SERVICE CORPORATION	12/19/2019	50,402.26
501608	Citizens Bank	12/19/2019	2,960.85
501609	COMPUTER INFORMATION SYSTEMS	12/19/2019	6,776.00
501610	Sam Savopoulos	12/19/2019	94.45
501611	CASSIDY TIRES & SERVICE	12/31/2019	790.17
501612	Comcast Business	12/31/2019	2,483.10
501613	Comcast	12/31/2019	391.55
501614	ComEd	12/31/2019	188.49
501615	Costco - Citicard	12/31/2019	637.14
501616	CPURX, Inc.	12/31/2019	1,751.00
501617	Critical reach	12/31/2019	250.00
501619	JET BRITE CAR WASH	12/31/2019	81.00
501620	MailFinance	12/31/2019	354.99
501621	Maria R. Peterman	12/31/2019	52.00
501622	Office Depot Business Credit	12/31/2019	369.21
501623	RAY O'HERRON CO. INC.	12/31/2019	3,589.00
501624	Ready Refresh	12/31/2019	51.98
501625	Security Benefit	12/31/2019	646.42
501626	STAPLES BUSINESS CREDIT	12/31/2019	1,926.41
501627	Village of Lemont	12/31/2019	300.00
501628	Airgas USA LLC	12/31/2019	499.82
501629	Air One Equipment, Inc.	12/31/2019	2,445.31
501630	ANDERSON PEST SOLUTIONS Anthony	12/31/2019	53.05
501631	T. Bertuca	12/31/2019	700.00
501632	ASCAP	12/31/2019	363.00
501633	B and B Maintenance, Inc	12/31/2019	2,375.06
501634	Bell Fuels, Inc.	12/31/2019	4,473.68
501635	Berwyn ACE Hardware	12/31/2019	65.95
501636	CPURX, Inc.	12/31/2019	2,599.80
501637	DEL GALDO LAW GROUP LLC	12/31/2019	17,176.25
501638	Eagle Engraving, Inc.	12/31/2019	33.80
501639	Emergency Vehicle Service, Inc. Village	12/31/2019	303.98
501642	of Stickney Fire Association Fullmer	12/31/2019	390.00
501643	Locksmith Service	12/31/2019	98.78
501644	GW & Associates PC	12/31/2019	24,850.00
501646	IL F.O.P.L.C.	12/31/2019	816.00
501647	Konica Minolta Business Solutions U.S....	12/31/2019	78.94
501648	L.A. Fasteners, Inc.	12/31/2019	11.17
501649	Lyons Pinner Electric Co.	12/31/2019	3,646.80
501650	Medical Reimbursement Services	12/31/2019	683.35
501651	Menards - Hodgkins	12/31/2019	69.65
501652	Operating Engineers Local No. 399	12/31/2019	460.75
501653	Scout Electric Supply Co.	12/31/2019	72.25
501654	Shark Shredding, Inc.	12/31/2019	42.00
501655	SkyNet Security Systems	12/31/2019	914.00
501656	The Eagle Uniform Co.	12/31/2019	197.50
Total 01 - General Fund			137,516.91

**VOS\_41665\_Village of Stickney**  
Check/Voucher Register - Check Register  
02 - Water Fund  
From 12/16/2019 Through 12/31/2019

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
501634	Bell Fuels, Inc.	12/31/2019	255.63
501640	ETP LABS INC.	12/31/2019	76.00
501641	Ferguson Waterworks	12/31/2019	3,206.64
501645	Harlem Plumbing Supply	12/31/2019	44.96
	Total 02 - Water Fund		3,583.23
Report Total			141,100.14

## **ORDINANCE NO. 2020-01**

### **AN ORDINANCE AMENDING CHAPTER 7 OF THE PERSONNEL MANUAL REGARDING SEXUAL HARASSMENT FOR THE VILLAGE OF STICKNEY.**

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

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

**WHEREAS**, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to ensuring that all Village employees are able to enjoy a work environment that is free from all forms of discrimination, including sexual harassment; and

**WHEREAS**, the Illinois General Assembly recently enacted Public Act 101-0221, an Act concerning employment and governmental ethics, which became effective immediately, dated August 9, 2019 (the "Act"); and

**WHEREAS**, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution amending its sexual harassment policy to establish a mechanism for reporting and independent review of allegations of sexual harassment made against an elected official of the governmental unit by another elected official of a governmental unit; and

**WHEREAS**, the Corporate Authorities have determined that it is advisable and in the best interest of the Village and its employees to strike the Village's current sexual harassment policy as set forth in the Personnel Manual (the "Personnel Manual"), and replace the same with an updated sexual harassment policy (the "Policy") as set forth in Exhibit A, attached hereto and incorporated herein;

**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 strike the Village's current sexual harassment policy as set forth in the Personnel Manual and to replace the same with an updated Policy, as set forth in Exhibit A, 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 7 OF THE PERSONNEL MANUAL**

**SECTION 3.0. AMENDMENT OF CHAPTER 7 OF THE PERSONNEL MANUAL.**

That the Village's Personnel Manual is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by striking Chapter 7 of the Personnel Manual in its entirety and replacing the same with the Policy as set forth in Exhibit A.

**SECTION 3.1. OTHER ACTIONS AUTHORIZED.**

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any 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 immediately upon its passage and approval.

PASSED this \_\_\_\_ day of January, 2020.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of January, 2020.

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Jeff Walik, President

ATTESTED AND FILED in my  
office this \_\_\_\_ day of January, 2020.

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Audrey McAdams, Village Clerk

**EXHIBIT A**

## **CHAPTER 7 – POLICY PROHIBITING SEXUAL HARASSMENT**

### *I. PROHIBITION ON SEXUAL HARASSMENT*

It has always been and remains the policy of the Village of Stickney that all our employees should be able to enjoy a work environment that is free from all forms of discrimination, including sexual harassment. It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the Village of Stickney to prohibit harassment of any person by any Village official, agent, employee or agencies or office based on sex or gender. All Village officials, agents, employees and agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

### *II. DEFINITION OF SEXUAL HARASSMENT*

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, 775 ILCS 5/2-101(E), as amended, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct that may constitute sexual harassment includes:

- Verbal: sexual innuendos, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates or statements about other employees, even outside of their presence, of a sexual nature.
- Non-verbal: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception

and interpretation. The courts normally assess sexual harassment by a standard of what would offend a "reasonable person."

### *III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT*

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- **Electronic/Direct Communication.** If there is sexual harassing behavior in the work place, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- **Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the Village manager or administrator, or the chief executive officer of the Village.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the Village will not be presumed to have knowledge of the harassment.

- **Resolution Outside the Village.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the Village. However, all Village employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR or EEOC complaint must be filed within 300 days of the alleged incidents(s) unless it is a continuing offense.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations including anonymous reports will be accepted and investigated regardless of how the matter comes to the attention of the Village. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

### *IV. PROHIBITION OF RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS*

No Village official, agent, employee, agency or office shall take any retaliatory action against any Village employee due to a Village employee's:

1. Disclosure or threatened disclosure of any violation of this policy;
2. The provision of information related to or testimony before any public body investigating, hearing or inquiry into any violation of this policy; or
3. Assistance or participation in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in terms or conditions of employment of any Village employee that is taken in retaliation for a Village employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness to the alleged conduct will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

1. Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation;
2. Provides information to or testifies before any public body investigating, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee; or
3. Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, and administrative hearing or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or Federal law, rule or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency where the employee has reasonable cause to believe that the information discloses a violation of a State or Federal law, rule, or regulation (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person or for two or more people to conspire to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes there to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

An employee who believes they have been retaliated against after filing a complaint with IDHR or EEOC, may file a retaliation charge, due within 300 days (IDHR or EEOC) of the alleged retaliation.

#### **V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT**

In addition to any and all other discipline that may be applicable pursuant to Village policies, employment agreements, procedures, employee handbooks, and/or collective bargaining agreement, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to applicable discipline or discharge by the Village and any applicable fines and penalties established pursuant to local ordinance, State law or Federal law. Each violation may constitute a separate offense. Any discipline imposed by the Village shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a State or Federal Agency.

*VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT*

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable Village policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

*VII. REPORTING AND INDEPENDENT REVIEW OF AN ALLEGATION OF SEXUAL HARASSMENT FOR ELECTED OFFICIALS*

An elected official who either observes another elected official engage in sexual harassment or believes themselves to be the object of sexual harassment by another elected official may report such conduct for independent review to the Village Attorney. If the Village Attorney believes a conflict exists which prevents her or him from conducting an independent review, the Village Attorney must notify the Village of such conflict. Upon receiving notification of the conflict, the Board of Trustees shall authorize the engagement of outside legal counsel to conduct review.

The Village Attorney or outside legal counsel shall conduct an independent review of the allegations and provide any findings to the corporate authorities of the Village. Any documents, communications or other records created pursuant to the review shall remain confidential, subject to attorney-client privilege and will not be disclosed unless such disclosure is authorized by resolution with Mayor or as otherwise required by applicable local, state or federal law.

Such records shall also be presumed as exempt from disclosure under the Freedom of Information Act to the extent it is applicable.

**RESOLUTION NO. 01 -2020**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STICKNEY AND THE VILLAGE OF FOREST VIEW FOR IMPROVEMENTS TO 45<sup>TH</sup> STREET FROM HARLEM AVENUE TO OAK PARK AVENUE**

**WHEREAS**, the Village of Stickney, Cook County, Illinois ( "Stickney" or the "Village") and the Village of Forest View ("Forest View"), Cook County, Illinois, are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, Stickney and Forest View have shared jurisdiction over 45th Street from Harlem Avenue to Oak Park Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby mutually authorized to maintain 45th Street from Harlem Avenue to Oak Park Avenue where Stickney maintains the north half of the street and Forest View maintains the south half; and

**WHEREAS**, the centerline of 45th Street from Harlem Avenue to Oak Park Avenue is the common corporate boundary line between the Stickney and Forest View. Consequently, Stickney and Forest View share jurisdiction for the maintenance of 45th Street from Harlem Avenue to Oak Park Avenue; and

**WHEREAS**, Stickney and Forest View desire to improve the right-of-way of 45th Street from Harlem Avenue to Oak Park Avenue; and

**WHEREAS**, Stickney and Forest View desire to enter into an intergovernmental agreement (the "IGA") by and between the Village of Stickney, Illinois, and the Village of Forest View, Illinois, for improvements, repair and maintenance to 45th Street to set forth their respective responsibilities regarding the improvements to 45th Street from Harlem Avenue to Oak Park Avenue; and

**WHEREAS**, the President (the "President") and the Board of Trustees of the Village of Stickney (the "Board") (collectively, the "Corporate Authorities") hereby find that it is in the best interests of the Village and its residents to enter into the IGA; and

**WHEREAS**, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements to the IGA 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 IGA with the Village of Forest View to improve, repair and maintain 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue 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 IGA 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 IGA 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 IGA and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** this \_\_\_\_ day of \_\_\_\_ 2020, pursuant to a roll call vote as follows:

Ayes:

Nays:

Absent:

Abstention:

APPROVED by me the \_\_\_\_ day of \_\_\_\_ 2020.

---

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

ATTESTED and filed in my office,  
this \_\_\_\_ day of \_\_\_\_ 2020.

---

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

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF  
STICKNEY, ILLINOIS, AND THE VILLAGE OF FOREST VIEW, ILLINOIS,  
FOR IMPROVEMENTS TO AND REPAIRS AND MAINTENANCE OF  
45TH STREET- HARLEM AVENUE TO OAK PARK AVENUE**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE  
OF STICKNEY, ILLINOIS, AND THE VILLAGE OF FOREST VIEW, ILLINOIS,  
FOR IMPROVEMENTS TO AND REPAIRS AND MAINTENANCE OF  
45TH STREET FROM HARLEM AVENUE TO OAK PARK AVENUE**

This Intergovernmental Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Village of Stickney, an Illinois municipal corporation ("Stickney") and the Village of Forest View, an Illinois municipal corporation ("Forest View"), collectively referred to as the "Parties", and the Parties hereby agree as follows:

WHEREAS, Stickney and Forest View are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to contract with any other public agency of Illinois or otherwise associate among themselves, and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Stickney and Forest View share jurisdiction over 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue pursuant to Section 2-104 of the Illinois Highway Code (605 ILCS 5/2-104) and are thereby authorized to maintain 45th Street from Harlem Avenue to Oak Park Avenue where Stickney maintains the north half of the street and Forest View maintains the south half; and

WHEREAS, the centerline of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue is the common corporate boundary line between Stickney and Forest View. Consequently, Stickney and Forest View share jurisdiction for the maintenance of 45th Street from Harlem Avenue to Oak Park Avenue where Stickney has jurisdiction over the north half of the street and Forest View has jurisdiction over the south half; and

WHEREAS, Stickney and Forest View desire to improve, repair and maintain the right-of-way of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue; and

WHEREAS, Stickney and Forest View desire to enter into this Agreement to set forth their respective responsibilities regarding the improvements, repairs and maintenance of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

1.1 All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

## **2.0 PROJECT DESCRIPTION.**

2.1 The improvements to the right-of-way of 45<sup>th</sup> Street consist of the design, construction and rehabilitation of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue (hereinafter referred to as the "Project"). The current Estimate of Costs for the Project is attached hereto marked as "Attachment A" and made a part hereof and incorporated herein.

2.2 Stickney will be the lead agency on the Project. Frank Novotny & Associates, Inc., D/B/A Novotny Engineering, ("Novotny") acting as Stickney Village Engineer, will be the lead Engineer for the Project. Edwin Hancock Engineering (D/B/A Hancock Engineering), acting as Forest View Village Engineer, will perform certain engineering services as subconsultant to Novotny as specified in an Engineering Design and Construction Services agreement between Stickney and Novotny, a copy of which is attached hereto marked as "Attachment B" and made a part hereof.

2.3 Stickney previously received grant funds in the amount of \$250,000 from Cook County, Illinois to fund the Project as approved by a separate Intergovernmental Agreement between Cook County and Stickney. Cook County and Stickney Intergovernmental Agreement is attached hereto marked as "Attachment C". Stickney will share the total Cook County grant amount received for the Project equally with Forest View.

2.4 Stickney will fund the balance of their Project costs with Illinois Motor Fuel Tax funds. Therefore, the Project will require review and approval by the Illinois Department of Transportation ("IDOT").

2.5 Forest View will fund the balance of their Project costs with local funds previously obligated for the Project.

2.6 The final Project design and construction engineering costs will be shared equally by Stickney and Forest View. The Project design and construction engineering costs are as specified in the Agreement for Engineering Services for Preliminary Engineering, Design Engineering, and Construction Engineering as provided for in Attachment B.

2.7 Stickney and Forest View will equally share the Project construction costs for all roadway construction work for the following Contract work: earth excavation, aggregate subgrade improvement, and traffic control and protection. The scope of these shared costs may be extended by written agreement of the parties.

2.8 Stickney and Forest View will fund the Project construction costs and all related costs separately for additional roadway construction work and right-of-way work performed within their respective municipal boundaries ("Additional Work"). Specifically, Stickney is responsible for the cost of Additional Work on property north of the center-line of the right-of-way line on 45<sup>th</sup> Street and Forest View is responsible for Additional Work on the property south of the center-line of the right-of-way line on 45<sup>th</sup> Street.

2.9 Stickney and Forest View Project construction cost obligations will be based on the awarded Contract unit prices and measured in place as constructed Contract quantities, as reviewed

and approved by Stickney and Forest View, respectively, and in compliance with the Contract Project Special Provisions and plans, attached hereto and incorporated herein as "Attachment D". In accordance with Section 2.8, cost of Additional Work will be paid for by either Stickney or Forest View based on the location of the extra work performed in compliance with above Sections 2.7 and 2.8. In other words, if the work provided for in this paragraph is on the north side of the right-of-way line, Stickney is responsible for payment and if the work is on the south of the right-of-way line, Forest View is responsible for payment.

2.10 The Project will be publicly advertised for competitive bids by Stickney in compliance with IDOT requirements and the Illinois Municipal Code. Bids will be received and publicly opened at the office of the Stickney Clerk on a date and time to be determined. Both Stickney and Forest View shall be required to have their respective corporate authorities review the Bids. A Contract will be awarded by Stickney on a unit price basis to the lowest responsive and responsible bidder pending receipt of written concurrence of award by Forest View.

2.11 The Project was designed and shall be constructed in strict compliance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, as amended and as supplemented by the applicable Supplemental Specifications and Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition-Revision 1, 2014).

### **3.0 FOREST VIEW'S RESPONSIBILITIES.**

3.1 Upon receipt of the invoices from Stickney as provided in Section 4.3 below, Forest View shall reimburse Stickney for its portion of the Project costs within thirty (30) days. Forest View's portion of the Project costs shall be for Forest View's design and construction engineering costs plus Forest View's construction costs.

3.2 Forest View shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

3.3 Forest View hereby grants Stickney a non-exclusive license ("License") to enter onto, cross over, and use Forest View's portion of the public right-of-way of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue for undertaking the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Forest View's acceptance, in writing, of the Project. Forest View reserves the right to terminate this License if Stickney fails to comply with or abide by each and all the provisions of this Agreement. If Forest View terminates this Agreement or this License as a result of Stickney's failure or the failure of any of its consultants or contractors to comply with the terms hereof, Stickney shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Stickney's entry thereon.

#### **4.0 STICKNEY'S RESPONSIBILITIES.**

4.1 Stickney shall be responsible for the design and construction of the Project, subject to Forest View's review and approval of Forest View's portion of the Project, including the selection of Project vendors and compliance with applicable laws.

4.2 Stickney shall pay all Project vendors for the design, construction engineering and construction of the Project. Stickney shall submit the invoices from the Project vendors' design, construction engineering and construction of the Project to Forest View for reimbursement.

4.3 Upon the receipt of invoices from the Project vendors, Stickney shall invoice Forest View, not more frequently than monthly for Forest View's portion of the services rendered and the construction installed in the preceding month of the Project. The invoices shall describe the invoice period, the services rendered, the hours of services performed for the Project, hourly rate(s) for the services completed, the pay items, unit prices and quantities installed and approved for payment to the Contractor.

4.4 Stickney shall require that its Project vendors providing professional services for the Project procure and maintain general comprehensive liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and workers' compensation insurance covering all of the vendor's employees with a limit of \$500,000.00 (collectively, the "Insurance Coverage").

4.4.1 The professional liability insurance shall provide indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

4.4.1.1 Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

4.4.1.2 Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

4.4.2 If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Project vendor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

4.4.3 Provide a certified copy of the actual policy for review.

4.5 Stickney shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the Project.

4.6 Stickney hereby grants Forest View a non-exclusive license ("License") to enter onto, cross over, and use Stickney's portion of the public right-of-way of 45<sup>th</sup> Street from Harlem Avenue to Oak Park Avenue for inspecting the Project. The term of the License shall be for a period beginning as of the date of this Agreement and terminating on Forest View's acceptance, in writing, of Forest View's portion of the Project. Stickney reserves the right to terminate this

License if Forest View fails to comply with or abide by each and all the provisions of this Agreement. If Stickney terminates this Agreement or this License, as a result of Forest View's failure, or the failure of any of its consultants or contractors, to comply with the terms hereof, Forest View shall be responsible for promptly removing any improvements, temporary structures, fixtures, shelters, attachments, vehicles, equipment, or any other items from the License area and restoring said area to the conditions which existed prior to Forest View's entry thereon.

## **5.0 INSURANCE AND INDEMNIFICATION.**

5.1 Stickney and Forest View shall each indemnify, hold harmless, and defend the other or any of their officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of the other or their employees, officials (elected and appointed), agents and contractors in their performance under this Agreement and/or entry onto the other's property, provided, however, that Forest View shall not be obligated to indemnify, hold harmless and defend Stickney for any negligent or intentional wrongful acts or omissions by Stickney officials, employees, agents, contractors or personnel; and Stickney shall not be obligated to indemnify, hold harmless and defend Forest View for any negligent or intentional wrongful acts or omissions by Forest View officials, employees, agents, contractors or personnel.

5.2 Stickney shall each require each Project vendor responsible for the design, construction or monitoring of the Project to name Stickney as additional insured parties on the Project vendor's liability insurance policy. Further, Stickney requires that their Project vendors indemnify, defend and hold harmless Stickney, its officers, employees and elected officials from and against any claims, liability or judgments resulting from or caused by the negligence or willful conduct of such Project vendor.

5.3 Stickney and Forest View and their Project vendors' above-described indemnification obligations shall survive the termination or expiration of this Agreement.

5.4 Stickney and Forest View shall each procure and maintain for the duration of the Project and for two years thereafter, self-insurance agreement with a governmental risk pooling agency or commercial insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.

5.4.1 Minimum Limits of Insurance. Stickney and Forest View shall maintain limits no less than:

5.4.1.1 Commercial General Liability: The minimum general aggregate shall be no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

5.4.1.2 Automobile Liability: \$1,000,000 combined single limit per occurrence per accident for bodily injury and property damage.



5.4.1.3 Workers' Compensation and Employers' Liability: Workers' Compensation limits as required law with limits of \$1,000,000 per accident.

5.4.1.4 First Party Property – All Risk: \$2,500,000 (includes automobile comp./collision).

## **6.0 MISCELLANEOUS PROVISIONS.**

6.1 All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours; or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the parties as follows:

If to Stickney:	Village of Stickney 6533 W. Pershing Road Stickney, IL 60402 Attn: Jeff Walik, President <a href="mailto:jwalik@villageofstickney.com">jwalik@villageofstickney.com</a>
With a copy to:	Michael T. Del Galdo Del Galdo Law Group, LLC 1441 S. Harlem Avenue Berwyn, IL 60402 <a href="mailto:delgaldo@dlglawgroup.com">delgaldo@dlglawgroup.com</a>
If to Forest View:	Village of Forest View 7000 W. 46 <sup>th</sup> Street Forest View, IL 60402 Attn: Mark C. Masciola, Village Administrator <a href="mailto:mmasciola@forestview-il.org">mmasciola@forestview-il.org</a>
With a copy to:	John B. Murphey Rosenthal, Murphey, Coblentz & Donahue 30 N LaSalle Street Chicago, IL 60602

A notice shall be deemed to have been served: (i) upon the date of receipt if served by personal delivery or by commercial overnight courier service; (ii) upon the date of transmission of service by facsimile or electronic mail transmission, provided that the transmission is completed by 5:00 p.m., or if not completed by 5:00 p.m., on the next business day; or, (iii) upon the second (2<sup>nd</sup>) business day following deposit with the U.S. Post Office and served by certified mail. Any party may change the address to which service of notices shall be affected by a notice in conformity with the provisions of this Paragraph 6.1. The requirement to serve a courtesy copy of a notice shall be deemed a courtesy only, and failure to comply with the requirement shall not affect the compliance provisions of this Paragraph 6.1.

6.2 In the event of Stickney's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, Stickney may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Stickney agrees as follows:

6.2.1 Stickney will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status; or an unfavorable discharge from military service; and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

6.2.2 If Stickney hires additional employees in order to perform this Agreement or any portion of this Agreement, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Stickney or Forest View may reasonably recruit; and Stickney will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

6.2.3 In all solicitations or advertisements for employees placed by Stickney or on Stickney's behalf, Stickney will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

6.2.4 Stickney will send to each labor organization or representative of workers with which Stickney or Forest View has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of Stickney's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Stickney's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Stickney will promptly notify, the Illinois Department of Human Rights; and Stickney will recruit employees from other sources when necessary to fulfill its obligations under the contract.

6.2.5 Stickney will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or Stickney, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.6 Stickney will permit access to all relevant books, records, accounts and work sites by personnel of Stickney, Forest View and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6.2.7 Stickney will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, Stickney will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify Stickney and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, Stickney will not utilize and subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations.

6.3 Stickney will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. Stickney and Forest View shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers or to the award of a subcontractor the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and Stickney and Forest View will retain such certifications in their files.

6.4 Stickney has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.5 Stickney and Forest View shall maintain their respective records, where applicable or required, relating to their respective performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, *et seq.*) and the Freedom of Information Act (5 ILCS 140/1, *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by Stickney or Forest View shall be available for review by the other. Stickney and Forest View shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1, *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows Stickney or Forest View to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). Failure by Stickney or Forest View to maintain the books, records and supporting documents required by this section or the failure by Stickney or Forest View to provide full access to and copying of all relevant books and records within a time period which allows Stickney or Forest View to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*) shall establish a presumption in favor of the party served with the Freedom of Information Act request for the recovery of any funds paid by that party under this Agreement or for the recovery for any penalties or attorney's

fees imposed by the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

6.6 Payments under this Agreement shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*).

6.7 All contractors and subcontractors, and parties to this agreement shall comply with the Prevailing Wage Act, 820 ILCS 130/.01, *et seq.*

6.8 The parties may modify or amend terms of this Agreement only by a written document duly approved and executed by both parties.

6.9 The term of this Agreement shall begin on the date the Agreement is fully executed and shall continue in full force and effect until the completion by Stickney and Forest View of their respective obligations under this Agreement.

6.10 This Agreement, including matters incorporated herein, contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the within subject matter. There are no representations, agreements or understandings, oral or written, by and between the parties hereto, relating to the subject matter of this Agreement which are not fully expressed herein.

6.11 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

6.12 Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

6.13 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

6.14 In event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

6.15 The invalidity of any provision of this Agreement shall not, in any manner, affect the validity of any other provision hereof; and each and every provision of this Agreement shall be enforceable regardless of the invalidity, if any, of any other provisions hereof.

6.16 The laws of the state of Illinois shall govern this Agreement as to both interpretation and performance.

6.17 The venue for resolving any disputes concerning the parties' respective performance or failure to perform under this Agreement shall be the Circuit Court of Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written by authorized agents for each party.

**STICKNEY**  
**Village of Stickney**  
**an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Jeff Walik, President

**FOREST VIEW**  
**Village of Forest View**  
**an Illinois Municipal Corporation**

By: \_\_\_\_\_  
Lawrence Powell, Village President

ATTEST:

By: \_\_\_\_\_  
Audrey McAdams, Village Clerk

ATTEST:

By: \_\_\_\_\_  
Joy M. Conklin, Village Clerk