

VILLAGE OF STEGER
BOARD MEETING AGENDA
MONDAY, OCTOBER 7, 2013
7:00 P.M.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. AWARDS, HONORS & SPECIAL RECOGNITIONS
5. COMMENTS FROM THE FLOOR

When addressing the Board with your comments, please step up to the microphone and state your name and address.

6. MINUTES
7. COMMITTEE REPORTS
 - Finance Committee (Chair Village Clerk Recupito; Vice-Chair Trustee Kozy)
 - Public Safety (Chair Trustee Perchinski; Vice-Chair Trustee Lopez)
 - Human Resources (Chair Trustee Lopez; Vice-Chair Trustee Banicki)
 - Public Recreation & Events (Chair Trustee Sarek; Vice-Chair Trustee Skrezyna)
 - Information Systems & Public Relations, (Chair Trustee Skrezyna; Vice Chair Trustee Sarek)
 - Public Infrastructure, Building & Code Enforcement (Chair Trustee Banicki; Vice-Chair Village Clerk Recupito)
 - Economic Development (Chair Trustee Kozy; Vice-Chair Trustee Perchinski)

8. REPORTS OF TRUSTEES
9. CLERK'S REPORT
10. PRESIDENT'S REPORT
11. FIREMEN'S THIRD QUARTER PAYROLL
12. BILLS
13. CORRESPONDENCE

Mortgage Relief Project, part of the Illinois Foreclosure Prevention Network.

August 2013 Pace Ridership Report

14. OLD BUSINESS
 - A letter from Rita Traxler of Service Central requesting renewal of the 6B tax incentive (Resolution No. 696) (tabled September 3, 2013)
 - Discussion on the dedication of the Community Center. (tabled September 3 & 16, 2013)

Discussion on financing of Recreation Board programs. (tabled September 3 & 16, 2013)

ORDINANCE NO. 1050 AN ORDINANCE ADOPTING AN ORGANIZATIONAL CHART FOR THE VILLAGE OF STEGER. (tabled September 16, 2013)

Mayoral Appointments (tabled September 16, 2013)

15. NEW BUSINESS

RESOLUTION NO. 1042

**RESOLUTION AUTHORIZING ENTRY INTO
COMMUNITY DEVELOPMENT BLOCK GRANT
AGREEMENT**

RESOLUTION NO. 1043

**RESOLUTION FOR MAINTENANCE OF
STREETS AND HIGHWAYS BY MUNICIPALITY
UNDER THE ILLINOIS HIGHWAY CODE**

CDBG Sub-Recipient Agreement for the 2014 projects.

Rail Tank Car Issue Summary and Action Request

Correspondence by and between Barrington Village President Karen Darch and President Jack Koraleski of Union Pacific Corporation; regarding rail tank car safety.

IDOT Multi-Modal Transportation Improvement Program Public Meetings

Economic Development Conference Series November 5-7 in Tinley Park

CodeRed Services Agreement at the rate of \$3,800.00 per two year renewal term which may be paid in annual installments of \$1,900.00.

A Lease Agreement between the Village of Steger and Old Plank Trail Community Bank for a Steger piano to be displayed at the bank.

Discussion on dissolving the Village Committees and returning to the Trustee/Liaison structure.

Request for the Village Administrator and HR Director to attend IML Conference

GW & Associates, P.C. Addendum to Audit Engagement Letter

Business Associate Agreement by and between Village of Steger on behalf of the Group Health and Welfare Plans of Village of Steger and Gallagher Benefit Services, Inc.

Discussion on an outstanding bill from the 2012 Quad City Dyer Girls Softball Tournament of \$1,640.25.

A revised Letter of Engagement from Village Prosecutor Luciano Panici, Jr.

Patti McLeod of the VFW Ladies Auxiliary requests use of the Village Meeting room on Sunday November 10th from noon to 5pm for a District meeting.

Ratification of Board action regarding the Protection One Key System for the Community Center

Police Chief Greg Rambo requests approval of two (2) part time police officers John Dewan and Jeffrey Pogose upon completions of required testing.

Discussion of 2014 Police vehicle purchasing through the Suburban Purchase Cooperative, as requested by Police Chief Greg Rambo.

Director of Public Infrastructure Dave Toepper suggests a change to the system of loaning picnic tables to residents.

Director of Public Infrastructure Dave Toepper suggests that Housing Hearings be held from April through October each year, taking off the winter months.

Report on Thorn Creek Sanitary District from Engineer Joe Schudt

Discussion on waiving the renter's water account deposit for Sherry Flaig.

Discussion on Chicago Southland Chamber of Commerce membership (\$540)

Fire Chief Jeff Roesner and HSEM Chief Tom Johnston request permission to plan the annual Santa parade and food drive.

School District 194 requests use of twelve picnic tables for the month of October.

Girl Scout Troop 007 requests permission to place a receptacle at the Village Hall to collect toothbrushes and toothpaste donations for the annual Christmas baskets.

Helping Hands of Illinois requests permission to place a clothing drive container at the Village Hall parking lot.

16. ANNOUNCEMENTS

Halloween Trick or Treat Hours will be from 3-7pm Thursday October 31st.

The annual Halloween bonfire will be from 6-8pm at Veterans Park on Thursday October 31st.

Free Electronics Recycling October 19th from 9am to 1pm at Parker Jr. High School in Flossmoor.

State Representative Will Davis presents Community Shred Day Saturday October 12th from 11am to 2pm at Christ First Baptist Church in Harvey.

17. EXECUTIVE SESSION to discuss property acquisition (5 ILCS 120/2(c)(5)), litigation (5 ILCS 120/2(c)(11)) and personnel (5 ILCS 120/2(c)(1))

18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 16th day of September, 2013 in the Municipal Building of the Village of Steger with President Peterson in the Chair and presiding and Village Clerk Carmen S. Recupito, Jr. attending.

The Village Clerk called the roll and the following Trustees were present: Banicki, Skrezyna, Kozy, Lopez and Perchinski. Trustee Sarek was absent. Also present were Village Engineer Joseph Schudt, HR/Dispatch Director Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, ESDA Coordinator Tom Johnston, Fire Chief Jeff Roesner, Emergency Management Chief Tom Johnston, Recreation Board President Harry Hammock, Community Center Director Diane Rossi, Police Pension Board President Pat Rossi and Police Chief Greg Rambo.

AWARDS, HONORS & SPECIAL RECOGNITIONS

Steve Thurmond of Doing Your Best for Steger Pride presented Ian Armstrong with the semiannual award and a Kmart gift card donated by Trustee Sarek. The Board and the audience congratulated Ian.

COMMENTS FROM THE FLOOR

Dara Erickson of the Critter Crew talked about the activities and community service projects the Critter Crew have been doing. Ms. Erickson also asked the Board for permission to solicit donations for the Critter Crew at the intersection of 34th Street and Chicago Road (adults only in the street, wearing safety vests). Trustee Perchinski made a motion to approve the request. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

Ms. Erickson also reported that the Critter Crew will be working on cleanup of the pond at the Evergreen Cemetery.

Meredith Horn of 22805 State Street discussed Homer Tree Service's arborist with the Board. She explained that the "Tree Keepers" program is offered through the Open Lands in Chicago at a cost of \$150.00. Mayor Peterson asked Ms. Horn to share the information with Public Infrastructure Director Dave Toepper.

Pat Rossi of Steger Kiwanis reported that approximately 80 seniors were served lunch at the Community Center last week. Mr. Rossi also reported that Kiwanis will be at the intersection of 34th Street and Chicago Road and at local businesses on Friday September 27th for Kiwanis Peanut Day.

Jermaine Davis of 3315 Phillips Avenue asked the Board to look into a "quiet zone" at the Railroad tracks. Mayor Peterson explained that he has someone looking into it for him.

MINUTES

Trustee Perchinski made a motion to approve the minutes as written with two corrections. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

COMMITTEE REPORTS

FINANCE

None

PUBLIC SAFETY

Police Chief Rambo reported that in August the Police Department responded to 1072 calls for service; 145 premise checks, 108 traffic stops, 63 traffic tickets, 90 parking/compliance citations and made 25 arrests.

Fire Chief Roesner reported that in August the Fire Department responded to 125 calls for service; 26 fire calls and 99 medical calls. There were 16 mutual aid given and 9 mutual aid received.

Steger Dispatch Supervisor Seehausen reported the in August, Dispatch answered 473 9-1-1 calls and 2,725 seven digit line calls. There were 1,862 Police incidents between the two agencies and 3 Fire incidents between three agencies.

Mrs. Seehausen also reported that the Will County Mobile Command Center has been dispatching from the Police Department parking lot during the day. The Mobile Command Center would be used in the case of the Dispatch Center "going down."

Trustee Perchinski thanked everyone who came out to Oktoberfest and enjoyed the festivities.

HUMAN RESOURCES

Human Resources Director Mary Jo Seehausen reported that certain agenda items regarding Human Resources will be discussed later in the Board meeting.

COMMUNITY CENTER

Community Center Director Diane Rossi explained that the Protection One Key System & Mother Board needs to be replaced promptly at a cost of \$1,685.82. Trustee Lopez made a motion to approve Mrs. Rossi's request on an emergency basis. Trustee Kozy seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Mrs. Rossi also reported that the annual children's Halloween Party will be held at the Community Center on Friday October 25th from 6-8pm for kindergarteners through 5th grade. Mrs. Rossi will try to make the party free; if necessary the fee will be \$1.00-\$2.00.

RECREATION BOARD-none

INFORMATION SYSTEMS

Trustee Skrezyna reported that he's been meeting with Rick Rivera regarding the Village website and has learned that when done professionally \$10,000 is a standard cost. Trustee Skrezyna also has met with Call One and should be able to significantly cut some of the costs and phone lines.

PUBLIC INFRASTRUCTURE

Director Toepper had no report.

Code Enforcement Officer Ed Meyers reported that year to date; Code Enforcement has issued 320 permits for revenue totaling \$73,384.00 and 478 re occupancy inspections totaling \$23,900.00 in revenue. 178 cases are currently in Housing Court and A/O Court totaling \$7,975.00 now due and \$4,600.00 collected. Total revenue generated by Code Enforcement is \$101,884.00.

ECONOMIC DEVELOPMENT

No report

REPORTS OF THE TRUSTEES

None

CLERK'S REPORT

None

PRESIDENT'S REPORT

Mayor Peterson suggested that Ordinance No. 1050 regarding the Organization Chart be tabled for review by all parties. He also suggested Mayoral Appointments be tabled until the proposal by Alfred Ronan is received.

BILLS

Trustee Perchinski made a motion to pay the bills as listed as funds are available. Trustee Skrezyna seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

Notification that ComEd intends to perform vegetation management (tree trimming) activities during September, October and November in the Village. Mayor Peterson asked the Public Infrastructure Director Dave Toepper contact ComEd and update their contact information.

An invitation from the Illinois Department of Transportation to attend a public meeting regarding the development of its upcoming FY 2015-2020 Proposed Multi-Modal Transportation Improvement Program.

Minutes of September 16, 2013– page 4
CORRESPONDENCE (CONT.)

A letter from David Walker of Unison regarding Village Cell Tower at 33rd & Carpenter. Trustee Perchinski made a motion to deny the request. Trustee Skrezyna seconded the motion. Voice Vote; all ayes. Motion carried.

A letter from Jean Krizic of 159 Lake Hill Drive regarding erosion problem in Lake Hill subdivision. Mayor Peterson commented that the property is private and that not much can be done by the Village.

A letter from Rita Traxler of Service Central requesting renewal of the 6B tax incentive (Resolution No. 696) Trustee Perchinski made a motion to table the request. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried. Administrator Tilton to contact Service Central.

Preconstruction Notice from Illinois Department of Transportation

July 2013 Pace Ridership Report

A note from Donna Bivona thanking the Steger Fire Department, Ed Myers and the Dispatch Center for helping to rescue a cat from her tree.

OLD BUSINESS:

Trustee Perchinski made a motion to table indefinitely the request by Will County Center for Community Concerns, that consideration is given toward making a donation to help continue the efforts. Trustee Banicki seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Skrezyna made a motion to table discussion on the dedication of the Community Center. Community Center Director Diane Rossi will reserve the hall and will check availability. Trustee Perchinski seconded the motion. Voice Vote; all ayes. Motion carried.

Because Trustee Sarek was absent, Trustee Perchinski made a motion to table discussion on financing of Recreation Board programs. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1049AN ORDINANCE ADOPTING A SOCIAL MEDIA POLICY FOR THE VILLAGE OF STEGER. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Lopez made a motion to table ORDINANCE NO. 1050 AN ORDINANCE ADOPTING AN ORGANIZATIONAL CHART FOR THE VILLAGE OF STEGER. Trustee Perchinski seconded the motion. Voice Vote; all ayes. Motion carried.

Minutes of September 16, 2013-- page 5
NEW BUSINESS (cont.)

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1051 AN ORDINANCE AMENDING CHAPTER 2, ARTICLE III, DIVISION 11, OF THE MUNICIPAL CODE OF STEGER, ILLINOIS TO CREATE THE POSITION OF VILLAGE ADMINISTRATOR FOR THE VILLAGE OF STEGER. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Perchinski made a motion to ratify the Board Action regarding Charles Van Gemert's vehicle sticker. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Perchinski made a motion to reaffirm approval for Village Administrator to attend a grant writing seminar. Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to table Mayoral Appointments. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Perchinski made a motion to table a Proposal from Alfred G. Ronan, Ltd. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Pending approval by Village Attorneys, Trustee Perchinski made a motion to lease for \$1.00 per year, one of the Village's Steger Pianos to Old Plank Trail Community Bank to be displayed in a historical showcase at the bank. If the bank ever decided they no longer wanted the piano, it would be returned to the Village. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the request of Crystal Wilson of Steger Wildcats Football and Cheer Program to use Veterans Park on Friday September 27th for homecoming festivities including a pot luck dinner and bonfire. Extra trash cans and 4-6 picnic tables will be provided for the event. Firewood will be dropped off Thursday September 26th for the bonfire. Fire Chief Roesner suggests that pallets be used for the fire. Wildcats request the Fire Department's assistance from 5:30-8 pm to start and extinguish the bonfire and to standby for safety reasons. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried. Mayor Peterson suggested Public Infrastructure Director Dave Toepper contact Village Administrator Mike Tilton and consider using the Cook County SWAP program for clean-up of the bonfire. Trustee Perchinski suggested SWAP to be used after the Halloween bonfire, as well.

Trustee Perchinski made a motion, that based on discussion during the committee meeting; the Board declare the HSEM 1953 Dodge Power Wagon as surplus property and put it out to bid on the on line auction site with a minimum bid of \$3,500, as requested by Chief Tom Johnston of HSEM.

Trustee Perchinski made a motion to approve Gerardo Torres and Erica Ramirez as HSEM probationary members, pending background checks, as requested by Chief Tom Johnston.

Trustee Perchinski made a motion to approve Chief of Police Greg Rambo's request to hire a crossing guard for 30th and Chicago Road and to hire an alternative (back up) crossing guard to fill vacancy at any one of three necessary guard assignments. Village Administrator Mike Tilton will discuss sharing the cost of the 30th and Chicago Road crossing guard with South Chicago Heights. Trustee Skrezyna seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve Chief of Police Greg Rambo's request to send four Police Department Supervisors to a December 5th training seminar entitled UNACCEPTABLE EMPLOYEE BEHAVIOR in Oak Brook, IL at a cost of \$149.00 per person. Trustee Perchinski also suggested any other interested Department Heads be allowed to attend. Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the request of Chief of Police Greg Rambo to notify the Fire and Police Commission, to begin further selection from existing eligibility list for appointment of a full time patrol officer. Trustee Banicki seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

As requested by Chief of Police Greg Rambo, Trustee Lopez made a motion to attend a 32 hour training entitled MANAGING THE FIELD TRAINING OFFICER PROGRAM at a cost of \$350.00. Trustee Banicki seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion and explained that Chief of Police Greg Rambo requests approval of payment for Three Training Assistants for the Upcoming Female Self Defense Course at a cost of \$20 per session, 3 classes; \$180.00. Trustee Banicki seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

Trustee Lopez made a motion to approve the request of Columbia Central School to use 12 picnic tables for a track meet on September 25th. Trustee Skrezyna seconded the motion. Voice Vote; all ayes. Motion carried.

Trustee Perchinski made a motion to approve the Temporary Business License application of T & T Business Systems at 22541 S. Cottage Grove Avenue, pending inspections. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

Minutes of September 16, 2013– page 7
NEW BUSINESS (CONT.)

Trustee Perchinski made a motion to approve the Temporary Business License application of Galaxy Home Appliance, Inc. at 26 E. 34th Place, pending inspections. Trustee Lopez seconded the motion. Voice Vote; all ayes. Motion carried.

ANNOUNCEMENTS

Mayor Peterson invited the audience to stay and share some cake honoring Ed Meyers on his retirement from the Department of Code Enforcement.

EXECUTIVE SESSION

Trustee Perchinski made a motion to go into Executive Session to discuss Land Acquisition (5 ILCS 120/2(c)(5)), Potential Litigation (5 ILCS 120/2(c)(11)) and Personnel Issues (5 ILCS 120/2(c)(1)). Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez, Sarek and Perchinski. Mayor Peterson voted aye. Motion carried.

7:40pm

Trustee Kozy made a motion to return to regular Session. Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Banicki, Skrezyna, Kozy, Lopez and Perchinski. Mayor Peterson voted aye. Motion carried.

9:20pm

ADJOURNMENT

There being no further business to discuss, Trustee Lopez moved that the meeting adjourn. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

MEETING ADJOURNED AT 9:21pm

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk

BUILDING DEPARTMENT REPORT

SEPTEMBER, 2013

51 NEW PERMITS ISSUED.

\$ 6,712.00 TOTAL REVENUE COLLECTED ON NEW PERMITS.

45 REPAIR PERMITS ISSUED.

\$ 6,065.00 TOTAL REVENUE COLLECTED ON REPAIR PERMITS.

5 ELECTRICAL PERMITS ISSUED.

\$ 420.00 TOTAL REVENUE COLLECTED ON ELECTRICAL PERMITS.

1 PLUMBING PERMIT ISSUED.

\$ 227.00 TOTAL REVENUE COLLECTED ON PLUMBING PERMITS.



Steger Fire Department

3320 Lewis Ave
Steger Illinois 60475

Phone (708)754-2625 - Fax (708)754-7161



September 2013 Fire Report

107 Total Calls

21 Fire calls

86 Medical calls

1 Toned out in error

968 Total Calls (Jan 01 to September 31 2013)

13 Mutual / Auto aid given

10 Mutual / Auto aid received

SYS DATE:10/04/13

Village of Steger

SYS TIME:11:06

A / P W A R R A N T L I S T

[NW2]

REGISTER # 474

DATE: 10/03/13

Thursday October 3, 2013

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
ELMER & SON LOCKSMITHS INC	306674	01-00-31100			LOCKS MAINT	59.00	
MEADE	661828	01-00-31400			OPTICOM MAINT	120.20	
EXCEL ELECTRIC INC	117073	01-00-31401			SERVICE CALL	120.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2011299	01-00-32901			COMPUTER MAINT	90.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2011332	01-00-32901			COMPUTER MAINT	180.00	
COM ED	84103-0813	01-00-33102			MONTHLY SERVICE	714.52	
COM ED	99093 0913	01-00-33102			MONTHLY SERVICE	3705.85	
WALTON OFFICE SUPPLY	274811-0 CR	01-00-33500			CREDIT	99.89-	
WALTON OFFICE SUPPLY	277538-0	01-00-33500			OFFICE SUPPLIES	34.10	
WALTON OFFICE SUPPLY	277721-0	01-00-33500			OFFICE SUPPLIES	44.02	
WALTON OFFICE SUPPLY	277798-0	01-00-33500			OFFICE SUPPLIES	131.90	
WALTON OFFICE SUPPLY	277917-0	01-00-33500			OFFICE SUPPLIES	66.00	
WALTON OFFICE SUPPLY	278089-0	01-00-33500			OFFICE SUPPLIES	68.20	
WALTON OFFICE SUPPLY	278235-0	01-00-33500			OFFICE SUPPLIES	83.81	
BEST QUALITY CLEANING, INC.	53399	01-00-33502			MONTHLY SERVICE	440.00	
CALL ONE	09/15/13	01-00-33700			MONTHLY SERVICE	746.10	
SPRINT	775561510-139	01-00-33700			MONTHLY SERVICE	68.03	
ARTHUR R. HOLECEK	#2	01-00-33900			WEBSITE MAINT	60.00	
COMCAST	091913	01-00-33900			MONTHLY SERVICE	114.90	
T & T BUSINESS SYSTEMS, INC.	73325	01-00-33901			COPIER LEASE	141.00	
DEL GALDO LAW GROUP LLC	14344	01-00-34100			LEGAL SERVICES	3460.71	
CHICAGO SOUTHLAND CHAMBER OF COMMERCE	2321	01-00-38800			M TILTON LUNCH MT	35.00	
ALL-RIGHT SIGN, INC	24386	01-00-38900			M. TILTON DOOR PL	14.00	
WILL COUNTY CLERK	MEHRL 13	01-00-38900			S MEHRL REGISTRAT	10.00	
SOCIETY FOR HUMAN RESOURCE MGMT	092813	01-00-38901			HUMAN RESOURCES M	165.00	
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC	2014-0127	01-00-38901			MEMBERSHIP DUES	4916.00	
FASTENAL COMPANY	ILSTE110743	01-00-39701			DAYS OF MISIC	25.23	
FASTENAL COMPANY	ILSTE110749	01-00-39701			DAYS OF MUSIC	10.53	
FASTENAL COMPANY	ILSTE110876	01-00-39701			DAYS OF MUSIC	10.53	

SYS DATE:10/04/13

Village of Steger

SYS TIME:11:06

A / P W A R R A N T L I S T

[NW2]

DATE: 10/03/13

REGISTER # 474
Thursday October 3, 2013

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
FASTENAL COMPANY ILSTE110909		01-00-39701		DAYS OF MUSIC	9.16
TOTAL FOR FUND 01		DEPT. 00			15543.90
ANDREWS PRINTING 48369		01-01-33400		BUILDING PERMIT C	98.00
ANDREWS PRINTING 48419		01-01-33400		REOC ELEC INSP	117.00
TOTAL FOR FUND 01		DEPT. 01			215.00
MUNICIPAL SYSTEMS, INC 8752		01-06-34901		MUN OFF SYSTEM	556.25
TOTAL FOR FUND 01		DEPT. 06			556.25
A T & T 708754172909		01-07-33700		MONTHLY SERVICE	125.60
SPRINT 775561510-139		01-07-33700		MONTHLY SERVICE	77.13
MUNICIPAL SYSTEMS, INC 8786		01-07-34902		ABC/MOVE	405.00
HERITAGE F/S, INC. 61941		01-07-38900		GASOLINE	253.55
HERITAGE F/S, INC. 61944		01-07-38900		GASOLINE	115.67
TOTAL FOR FUND 01		DEPT. 07			976.95
TOTAL FOR FUND 01					17292.10
BASIC FIRE PROTECTION INC. 34301		02-00-31800		MAINT TO EQUIPMEN	94.25
BRACKMAN & COMPANY 050998		02-00-31805		FIRE TRUCK MAINT	725.00
ZOLL 9009814		02-00-32901		RESCUENET MAINT	300.00
HERITAGE F/S, INC. 61941		02-00-33300		GASOLINE	186.99
HERITAGE F/S, INC. 61944		02-00-33300		GASOLINE	512.88
SAM'S CLUB/GECF 001167		02-00-33500		OFFICE SUPPLIES	136.66
ACE HARDWARE IN STEGER SEPTEMBER 2013		02-00-33501		SHOP SUPPLIES	109.41
MENARDS - MATTESON 31584		02-00-33501		SHOP SUPPLIES	27.92

SYS DATE:10/04/13

Village of Steger

SYS TIME:11:06

A / P W A R R A N T L I S T

[NW2]

DATE: 10/03/13

REGISTER # 474
Thursday October 3, 2013

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MENARDS - MATTESON 32350		02-00-33501		SHOP SUPPLIES	56.94
MENARDS - MATTESON 32792		02-00-33501		SHOP SUPPLIES	112.00
MENARDS - MATTESON 33229		02-00-33501		SHOP SUPPLIES	8.52
A T & T 708754172909		02-00-33700		MONTHLY SERVICE	125.60
A T & T 708754716109		02-00-33700		MONTHLY SERVICE	135.09
CALL ONE 09/15/13		02-00-33700		MONTHLY SERVICE	132.48
CYLINDER MAINTENANCE AND SUPPLY 1644		02-00-33702		MEDICAL OXYGEN	26.00
COMCAST 092013		02-00-33900		MONTHLY SERVICE	84.85
MW LEASING COMPANY LLC L92940		02-00-33900		COPIER LEASE	246.60
KURTZ AMBULANCE SERVICE INC 87		02-00-34250		NOVEMBER 2013	19155.33
MEDICAL REIMBURSEMENT SERVICES INC 3528		02-00-34251		SEPTEMBER COLLETTI	1509.46
BRIGHAM INDUSTRIES INC 13615		02-00-37806		RESCUE EQUIPMENT	366.24
NICK BIASELLA 569876		02-00-38400		TRAINING	350.00
OLD PLANK TRAIL COMMUNITY BANK FINAL		02-00-40000		PRINCIPAL - AMBUL	16101.50
OLD PLANK TRAIL COMMUNITY BANK FINAL		02-00-41000		INTEREST - AMBULA	339.58
TOTAL FOR FUND 02		DEPT. 00			40843.30
TOTAL FOR FUND 02				40843.30	
CLARKES GARDEN CENTER 09/11/13		03-30-31100		LANDSCAPING	14.95
CRETE LUMBER & SUPPLY CO B75718		03-30-31100		LANDSCAPING	7.06
ICON PRINTING 9371		03-30-33400		LETTERHEAD	177.20
MENARDS - MATTESON 32328		03-30-33500		OFFICE SUPPLIES	75.58
PETTY CASH 091113		03-30-33500		OFFICE SUPPLIES	12.00
SOUTH HOLLAND PAPER CO. 287249		03-30-33500		PAPER PRODUCTS	21.40
BEST QUALITY CLEANING, INC. 53399		03-30-33502		MONTHLY SERVICE	440.00
GEOGHEGAN, CINDY 092013		03-30-33504.01		AEROBICS INSTRUCT	160.00
MADSEN, AMY 091713		03-30-33504.10		ZUMBA	192.50
A T & T 708754369009		03-30-33700		MONTHLY SERVICE	15.49

SYS DATE:10/04/13

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CALL ONE	09/15/13	03-30-33700		MONTHLY SERVICE	292.60
KONICA MINOLTA PREMIER 19480999		03-30-33703		COPIER LEASE	95.19
SMITHEREEN COMPANY 873060		03-30-33703		MONTHLY SERVICE	57.00
ACE HARDWARE IN STEGER SEPTEMBER 2013		03-30-33900		MISC SUPPLIES	27.87
COMCAST 091713		03-30-33900		MONTHLY SERVICE	122.08
ECO CHEM 13-0720		03-30-38900		MAINT SUPPLIES	755.50
TOTAL FOR FUND 03			DEPT. 30		2466.42
ACE HARDWARE IN STEGER SEPTEMBER 2013		03-31-31300		PARK MAINT	41.39
SOUTH HOLLAND PAPER CO. 286734		03-31-38900		PAPER PRODUCTS	64.33
TOTAL FOR FUND 03			DEPT. 31		105.72
TOTAL FOR FUND 03				2572.14	
MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI 110007312013		04-00-31801		MONTHLY SERVICE	990.00
JAMES HERR & SONS 90992		04-00-31805		VEHICLE MAINT	112.85
MIDWEST GLASS & MIRROR INC. 1-26146		04-00-31805		WEATHER STRIPPING	85.00
SAUK TRAIL CAR WASH 09/30/13		04-00-31805		SQUAD WASHES	21.00
SCOTT'S-U-SAVE 332495		04-00-31805		SQUAD MAINT	210.50
SCOTT'S-U-SAVE 332821		04-00-31805		VEHICLE MAINT	26.00
SUPERIOR OIL SERVICE 260251		04-00-31805		VEHICLE MAINT	27.19
SUPERIOR OIL SERVICE 260306		04-00-31805		VEHICLE MAINT	33.99
SUPERIOR OIL SERVICE 260450		04-00-31805		SQUAD MAINT	30.59
PC NET SERVICES 110170		04-00-32901		COMPUTER MAINT	280.00
DANIELS PRINTING & OFFICE SUPPLY 591356-0		04-00-33400		PRINTING	224.55
P. F. PETTIBONE & CO 28495		04-00-33400		OFFICER SERVICE B	151.75
P. F. PETTIBONE & CO 28635		04-00-33400		ID CARDS	22.00
ACE HARDWARE IN STEGER SEPTEMBER 2013		04-00-33500		OFFICE SUPPLIES	15.09

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K-MART #7289	23116	04-00-33500		EVIDENCE SUPPLIES	73.74
RAY O'HERRON CO INC	1328230-IN	04-00-33500		BIO HAZARD LABELS	27.17
WALTON OFFICE SUPPLY	277774-0	04-00-33500		OFFICE SUPPLIES	71.10
WALTON OFFICE SUPPLY	277774-1	04-00-33500		OFFICE SUPPLIES	172.14
WALTON OFFICE SUPPLY	277908-0	04-00-33500		OFFICE SUPPLIES	189.97
WALTON OFFICE SUPPLY	277908-1	04-00-33500		OFFICE SUPPLIES	98.75
WALTON OFFICE SUPPLY	277908-2	04-00-33500		OFFICE SUPPLIES	46.12
BEST QUALITY CLEANING, INC.	53399	04-00-33502		MONTHLY SERVICE	440.00
A&R SHARED SERVICES CENTER	T1406796	04-00-33700		MONTHLY SERVICES	58.00
CALL ONE	09/15/13	04-00-33700		MONTHLY SERVICE	782.84
SPRINT	702471392-058	04-00-33700		PROJECT SHIELD	79.98
SPRINT	775561510-139	04-00-33700		MONTHLY SERVICE	3.68
VERIZON WIRELESS	9710995258	04-00-33700		MONTHLY SERVICE	390.09
TRI ELECTRONICS	181269	04-00-33703		QUARTERLY MAINT	204.00
AMADO WASH	47098	04-00-33900		LAUNDRY	12.75
COMCAST	09/07/13	04-00-33900		MONTHLY SERVICE	79.95
GONZALEZ, MARCOS	100313	04-00-33900		WOMANS SELF DEFEN	60.00
HALE, MARK	100313	04-00-33900		WOMANS SELF DEFEN	60.00
KYLES, JASON	100313	04-00-33900		WOMANS SELF DEFEN	40.00
MW LEASING COMPANY LLC	L93187	04-00-33901		COPIER LEASE	449.47
WORKING WELL	00129783-00	04-00-34200		KOTTKA PHYSICAL	218.00
CHIEF/LAW ENFORCEMENT SUPPLY	315607	04-00-37302		BANICKI UNIFORMS	73.08
JCM UNIFORMS	683965	04-00-37302		KOTTKA UNIFORMS	104.95
JCM UNIFORMS	684393	04-00-37302		HASKINS	141.55
JCM UNIFORMS	684485	04-00-37302		BANICKI	146.90
RAY O'HERRON CO INC	1329084-IN	04-00-37302		CHIEF UNIFORMS	56.67
ILETSBEI	100313	04-00-38500		INSTRUCTIONAL MAT	150.00
NORTH EAST MULTI-REGIONAL TRAINING INC	173365	04-00-38700		M WALSH TRAINING	1100.00
TRI-RIVER POLICE TRAINING REGION	3545	04-00-38700		KOTTKA TRAINING	200.00

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RAMBO, GREGORY	092613	04-00-38800		CHIEF'S MEETING	40.00
RAMBO, GREGORY	2013 DUES	04-00-38901		REIMBURSEMENT	100.00
DACAV INDUSTRIES	70323	04-00-39801		SHIRT	22.50
TOTAL FOR FUND 04		DEPT. 00			7923.91
TOTAL FOR FUND 04				7923.91	
THORN CREEK BASIN SANITARY DISTRICT					
SEPTEMBER 2013		06-00-15800		USER CHARGE	25822.88
GRAGES, EUGENE	0030609001	06-00-25100		REFUND OF OVERPAY	10.79
BRITES TRANSPORTATION LTD	11542	06-00-31204		STONE FOR PATCHIN	1003.67
BRITES TRANSPORTATION LTD	11655	06-00-31204		PATCHING	711.26
GALLAGHER MATERIALS CORP	629901MB	06-00-31204		PATCHING	377.46
GALLAGHER MATERIALS CORP	629995MB	06-00-31204		PATCHING	452.52
MILLERS READY MIX	069526	06-00-31204		PATCHING	407.00
MENARDS - MATTESON	17972 Homewood	06-00-31212		31170304	69.80-
H.D. SUPPLY WATERWORKS, INC	B465941	06-00-31504		CLAMPS	549.20
H.D. SUPPLY WATERWORKS, INC	B499407	06-00-31504		CLAMPS	1258.16
H.D. SUPPLY WATERWORKS, INC	B499412	06-00-31504		CLAMPS	391.44
H.D. SUPPLY WATERWORKS, INC	B542346	06-00-31504		CLAMPS	1548.26
UNDERGROUND PIPE & VALVE CO	183905	06-00-31504		MAINT TO MAINS	67.00
B & K SERVICES OF ILLINOIS INC.	16447	06-00-31700		SEWER JET	1164.67
COMED	52003-0813	06-00-33100		MONTHLY SERVICE	25.39
COMED	76056-0813	06-00-33100		MONTHLY SERVICE	977.42
COMED	80004-0813	06-00-33100		MONTHLY SERVICE	33.24
COMED	67036-0813	06-00-33101		MONTHLY SERVICE	1226.24
HERITAGE F/S, INC.	61941	06-00-33300		GASOLINE	37.95
HERITAGE F/S, INC.	61944	06-00-33300		GASOLINE	665.81
FEDERAL PUBLISHING	43782	06-00-33500		OSHA JOURNAL	139.25
ACE HARDWARE IN STEGER	SEPTEMBER 2013	06-00-33501		SHOP SUPPLIES	225.31

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ALPINE VALLEY WATER, INC. 69137		06-00-33501		DRINKING WATER	31.25	
ELMER & SON LOCKSMITHS INC 301461		06-00-33501		PADLOCK	23.63	
FASTENAL COMPANY ILSTE112153		06-00-33501		SHOP SUPPLIES	19.66	
CALL ONE 09/15/13		06-00-33700		MONTHLY SERVICE	1276.83	
SPRINT 775561510-139		06-00-33700		MONTHLY SERVICE	210.77	
ADT SECURITY SERVICES INC. 05786416		06-00-33704		QUARTERLY SERVICE	120.00	
TYCO INTEGRATED SECURITY 05786420		06-00-33704		QUARTERLY SERVICE	33.00	
UNIFIRST CORPORATION 062 0049575		06-00-33800		WEEKLY SERVICE	55.58	
UNIFIRST CORPORATION 062 0050915		06-00-33800		WEEKLY SERVICE	59.32	
UNIFIRST CORPORATION 062 005261		06-00-33800		WEEKLY SERVICE	58.59	
BROWN, DAMON 000011		06-00-33900		REIMBURSEMENT CDL	60.00	
MAIL FINANCE (NEOPOST USA) N4231503		06-00-33901		METER LEASE	120.00	
HACH COMPANY 8495710		06-00-33904		WATER CHEMICALS	107.83	
HACH COMPANY 8495710		06-00-33907		WATER CHEMICALS	131.73	
JOSEPH A SCHUDT & ASSOCIATES 0913184		06-00-34300		VLG UTILITY & STR	4900.50	
JOSEPH A SCHUDT & ASSOCIATES 0913186		06-00-34300		MS4 PERMIT DOC	1211.25	
GUARANTEED TECHNICAL SERV & CONSULT INC 2011299		06-00-34900		COMPUTER MAINT	90.00	
WATER RESOURCES INC 28122		06-00-37507		METERS	3807.72	
WATER RESOURCES INC 28136		06-00-37507		METERS	4767.89	
WATER RESOURCES INC 28160		06-00-37507		METERS	13779.64	
WATER RESOURCES INC 28172		06-00-37507		PIT LID COVER	997.80	
ROY STONE 00049045811		06-00-38914		R STONE BOOTS	50.00	
TOTAL FOR FUND 06		DEPT. 00			68938.11	
TOTAL FOR FUND 06					68938.11	
VAN GEMERT, CHARLIE TK0644		07-00-22050		REFUND LATE FEE	10.00	
ELMER & SON LOCKSMITHS INC 306851		07-00-31100		DPW DOOR REPAIR	159.00	
DICICCO CONCRETE PRODUCTS, INC 56880		07-00-31200		MAINT TO STREETS	86.00	

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HALL SIGN , INCORPORATED 286098		07-00-31210			SIGNS	523.85	
T.R.L. TIRE SERVICE CORP 270041		07-00-31700			MOWER MAINT	27.00	
AIDE RENTALS & SALES 47754-1		07-00-31800			BLADE	36.90	
T.R.L. TIRE SERVICE CORP 270028		07-00-31805			VEHICLE MAINT	20.00	
T.R.L. TIRE SERVICE CORP 7082		07-00-31805			TIRE REPAIRS	27.82	
HERITAGE F/S, INC. 61941		07-00-33300			GASOLINE	37.95	
HERITAGE F/S, INC. 61944		07-00-33300			GASOLINE	665.81	
FEDERAL PUBLISHING 43782		07-00-33500			OSHA JOURNAL	139.25	
WALTON OFFICE SUPPLY 278097-0		07-00-33500			OFFICE SUPPLIES	77.21	
ACE HARDWARE IN STEGER SEPTEMBER 2013		07-00-33501			SHOP SUPPLIES	53.54	
ALPINE VALLEY WATER, INC. 69137		07-00-33501			DRINKING WATER	31.25	
CYLINDER MAINTENANCE AND SUPPLY 1712		07-00-33501			MONTHLY SERVICE	15.00	
FASTENAL COMPANY ILSTE112356		07-00-33501			SHOP SUPPLIES	17.36	
FASTENAL COMPANY ILSTE112396		07-00-33501			SHOP SUPPLIES	16.18	
FASTENAL COMPANY ILSTE112399		07-00-33501			SHOP SUPPLIES	5.03	
FASTENAL COMPANY ILSTE112414		07-00-33501			SHOP SUPPLIES	21.24	
FASTENAL COMPANY ILSTE112415		07-00-33501			SHOP SUPPLIES	31.73	
MENARD'S HOMEWOOD 17972		07-00-33501			SHOP SUPPLIES	69.80	
MENARDS - MATTESON 31907		07-00-33501			SHOP SUPPLIES	59.74	
MONARCH AUTO SUPPLY INC 6981-220674		07-00-33501			SHOP SUPPLIES	13.99	
SOUTH HOLLAND PAPER CO. 286734		07-00-33501			PAPER PRODUCTS	64.34	
U.S. POSTAL SERVICE 091313		07-00-33600			POSTAGE	1000.00	
TYCO INTEGRATED SECURITY 05786421		07-00-33704			QUARTERLT SERVICE	161.42	
UNIFIRST CORPORATION 062 0049575		07-00-33800			WEEKLY SERVICE	55.59	
UNIFIRST CORPORATION 062 0050915		07-00-33800			WEEKLY SERVICE	59.32	
UNIFIRST CORPORATION 062 005261		07-00-33800			WEEKLY SERVICE	58.58	
TOTAL FOR FUND 07		DEPT. 00				3544.90	

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TOTAL FOR FUND 07					3544.90
JOSEPH A SCHUDT & ASSOCIATES 0913185		08-00-34300		IDOT DOCUMENTS	71.00
JOSEPH A SCHUDT & ASSOCIATES 0913187		08-00-34300		ENGINEERING	146.00
JOSEPH A SCHUDT & ASSOCIATES 0913188		08-00-34300		ENGINEERING	1159.79
JOSEPH A SCHUDT & ASSOCIATES 0913189		08-00-34300		2013 CDBG APPLICA	679.50
RICH SEALCOATING INC 1455		08-00-38900		SEALCOAT PARKING	6300.00
TOTAL FOR FUND 08				DEPT. 00	8356.29
TOTAL FOR FUND 08					8356.29
VILLAGE OF STEGER 0020658007		09-00-15001		FINAL BILL	50.00
VILLAGE OF STEGER 0030112004		09-00-15001		FINAL BILL	34.69
VILLAGE OF STEGER 0030189004		09-00-15001		FINAL BILL	50.00
ZUNIGA, VICENTE 0030112004		09-00-15001		RENTER DEPOSIT	15.31
GOMEZ, LUIS B130717		09-00-15002		REFUND CONTRUCTIO	250.00
TOTAL FOR FUND 09				DEPT. 00	400.00
TOTAL FOR FUND 09					400.00
R.W. TROXELL & COMPANY 1577319		15-00-36100		BOILER POLICY CHA	836.00
VISION SERVICE PLAN (IL) OCTOBER 2013		15-00-36901		MONTHLY SERVICE	510.45
HUMANA DENTAL 181932678		15-00-36903		MONTHLY PREMIUM	3107.42
TOTAL FOR FUND 15				DEPT. 00	4453.87
TOTAL FOR FUND 15					4453.87
ELMER & SON LOCKSMITHS INC 301076		16-00-31100		KEYS	7.00
ALL-RIGHT SIGN, INC 24367		16-00-31805		VEHICLE STRIPING	1332.00

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HERITAGE F/S, INC. 61941		16-00-33300		GASOLINE	237.36
HERITAGE F/S, INC. 61944		16-00-33300		GASOLINE	401.92
ACE HARDWARE IN STEGER SEPTEMBER 2013		16-00-33501		SHOP SUPPLIES	30.54
A T & T 70870901100 8		16-00-33700		MONTHLY SERVICE	160.55
CALL ONE 09/15/13		16-00-33700		MONTHLY SERVICE	323.46
SPRINT 775561510-139		16-00-33700		MONTHLY SERVICE	42.28
PROTECTION ONE ALARM MONITORING, INC. 09/15/13		16-00-33704		MONTHLY SERVICE	72.93
TOTAL FOR FUND 16		DEPT. 00			2608.04
TOTAL FOR FUND 16				2608.04	
ELMER & SON LOCKSMITHS INC 302513		24-00-33500		KEYS	17.00
WALTON OFFICE SUPPLY 277782-0		24-00-33500		OFFICE SUPPLIES	34.10
TOTAL FOR FUND 24		DEPT. 00			51.10
TOTAL FOR FUND 24				51.10	
** TOTAL CHECKS TO BE ISSUED				156983.76	
01	CORPORATE			17292.10	
02	FIRE PROTECTION			40843.30	
03	PLAYGROUND/RECREATION			2572.14	
04	POLICE PROTECTION			7923.91	
06	WATER/SEWER FUND			68938.11	
07	ROAD & BRIDGE			3544.90	
08	MOTOR FUEL TAX			8356.29	
09	ESCROW			400.00	
15	LIABILITY INSURANCE FUND			4453.87	
16	E.S.D.A.			2608.04	
24	DISPATCH			51.10	

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TOTAL FOR REGULAR CHECKS:

156,983.76

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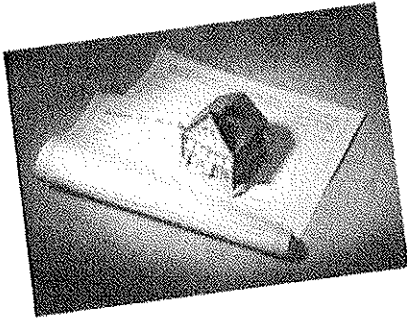
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A/P MANUAL CHECK POSTING LIST
 POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GoDaddy.com	92313	597 01-00-38900	09/23/13	D29 WEB PAYMENT	107.76
TOTAL FOR FUND 01		DEPT. 00			107.76
TOTAL FOR FUND 01				107.76	
AMAZON.COM	91813	597 03-30-37301	09/23/13	D28 STATIONARY BIKES	1289.00
TOTAL FOR FUND 03		DEPT. 30			1289.00
TOTAL FOR FUND 03				1289.00	
** TOTAL MANUAL CHECKS LISTED				1396.76	
** TOTAL OF ALL LISTED CHECKS				158380.52	

Struggling to hold onto your home Behind on mortgage payments Nearing foreclosure



The **Mortgage Relief Project**, which is part of the **Illinois Foreclosure Prevention Network** established by Governor Pat Quinn, can help you take advantage of programs to help you lower your mortgage, avoid foreclosure and keep your home. Learn more at your local Mortgage Relief Project outreach event.

Free housing counseling is available. You will also learn how to recognize the tell-tale signs of mortgage fraud. Please see the backside of this flyer for a list of documents to bring.

To register for the event or for more **Mortgage Relief Project** information, please call toll-free at 1-800-532-8785 or visit www.idfpr.com.

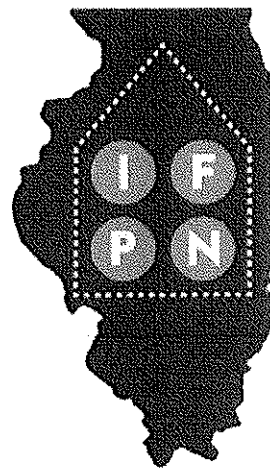


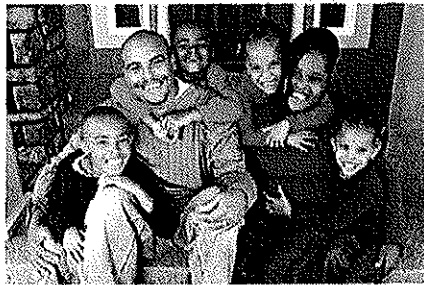
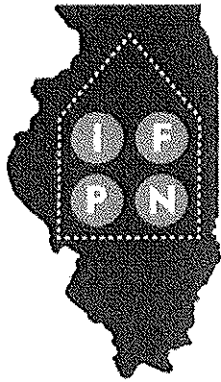
GOVERNOR PAT QUINN
STATE OF ILLINOIS

Hosted By:
State Senator Pat McGuire
State Representative Emily McAsey
State Representative Lawrence Walsh, Jr.
State Senator Jennifer Bertino-Tarrant
State Representative Tom Cross
State Representative Natalie Manley

9 a.m. to 1 p.m. (registration until noon)
Saturday, October 26, 2013

Lewis University (Building 11)
One University Parkway
Romeoville, IL 60446





Mortgage Relief Project Documentation

Please bring the following items to the event:

- Mortgage Statement
- 2011 & 2012 W-2 & tax return with all schedules
- Copy of rental agreement, if necessary
- 2 months of recent paystubs
- Budget of household expenses
- Documentation of other income
- 2 months of recent bank statements
- Recent Utility Bill
- Profit/Loss, if self-employed (last 6 months)

Don't worry if you do not have all the docs on the day of the event. You can still meet with a HUD-Certified counseling agency or your lender and get the process started.



Thomas J. Ross
Executive Director

September 27, 2013

Honorable Kenneth A. Peterson, Jr.
Village President
Village of Steger
35 W. 34th St.
Steger, IL 60475

RE: August 2013 Pace Ridership Report

Dear President Peterson, Jr.:

Attached please find the August 2013 Pace Ridership Report. Each route is measured by benchmarks which indicate the overall health of the route. The maximum subsidy per rider allowed was \$4.00 and is now \$5.00, and the minimum recovery ratio was 18% and is now 17%.

If you have questions, please contact me at (847) 372.2077 or Jessica.Mitchell@pacebus.com

Thank you for your continued support.

Sincerely,

Jessica Mitchell
Community Relations Representative
Pace Suburban Bus Company
550 W. Algonquin Rd.
Arlington Heights, IL 60005
(847) 372-2077
jessica.mitchell@pacebus.com

Attachment

Steger Performance Indicators

<u>Route</u>	August 2013		Performance data from 2nd Quarter 2013	
		<u>Ave Daily Ridership</u>	<u>Subsidy per Rider</u>	<u>Recovery Ratio</u>
358 Wk	990	\$2.67	28.8%	
Sat	411	\$3.68	23.2%	

Indicators highlighted have not met the target.

Ridership: Average daily one way trips

Subsidy per Rider:

The cost to Pace for each rider on a route. This is a traditional standard used in the transit industry. The system average subsidy for a weekday route is \$2.79, while the average on a weekend route is \$2.52. The maximum subsidy allowed is \$5.00 as recommended to Pace by a financial consultant.

Recovery Ratio:

The percentage of operating costs covered by passenger revenue. The minimum recovery ratio is 17% which is a Pace management target.



*tabled 9-16-13
Vlg Admin to
contact -*

September 6, 2013

Kenneth Peterson, Village President
Village of Steger
35 W. 34th Street
Steger IL 60475

Dear Mr. Peterson:

This is a request for renewal of the 6B tax incentive. The original Resolution number is 696.

Our company continues to manufacture in Steger. With the economic downturn in 2007, we have managed to keep our current customers. Over the next 5 years, we plan to expand into new markets and continue to work in this New Economy. The continuance of the 6B tax status crucial to remain competitive.

Please approve a renewal of the original resolution number 696 to continue the incentive.

Thank you for all your support.

Cordially,

A handwritten signature in cursive script, appearing to read "Rita Traxler".

Rita Traxler,
President

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3321 HOLEMAN AVENUE • STEGER, ILLINOIS 60475
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ORDINANCE NO. 1050

STATE OF ILLINOIS)
)
COUNTIES OF COOK)
)
)
)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL CHART FOR THE
VILLAGE OF STEGER.**

WHEREAS, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "President") and Board of Trustees of the Village (the "Village Board and together with the President the "Corporate Authorities") are committed the ensuring the safety of Village employees, residents and visitors; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to create a Village organizational chart, attached hereto and incorporated herein as Exhibit A, to establish and depict the organizational structure of the Village (the "Organizational Chart"); and

WHEREAS, the Organizational Chart is intended to ensure that the operational needs of the Village and its residents are being met in a timely and efficient manner; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of 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 create and otherwise establish the Organizational Chart, to authorize the President or his designee to take such steps as are necessary to carry out the intent of this Ordinance, and to ratify any actions previously taken that are consistent with the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

That the Village Board hereby creates, establishes and directs the subsequent distribution and application of the Organizational Chart. The Village Board further authorizes the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the intent of this Ordinance. Any and all actions previously performed in connection with carrying out and consummating the intent of this Ordinance are hereby authorized, approved, and ratified by this reference. Nothing set forth herein shall be read to modify the Village's form or municipal government or any statutorily created position held by a Village officer (appointed or elected) or employee. Nothing herein shall be read to limit the authority of the President or his designee to assign, delegate or otherwise direct any specific employment duties and/or assignments to be effectuated by persons governed under the Organizational Chart. Nothing set forth herein shall modify any collectively bargained for duties, rights or obligations.

**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 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.

To the extent that the provisions of this Ordinance are inconsistent with any other Village code provision, ordinance, resolution, rule, proclamation, enactment, pronouncement, document, instrument or understanding governing or in any other way related to the subject matter of this Ordinance such conflicting authority shall be superseded by this Ordinance to the fullest extent permitted by law.

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 passage and approval.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this 7th day of October, 2013.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 7th day of October, 2013

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

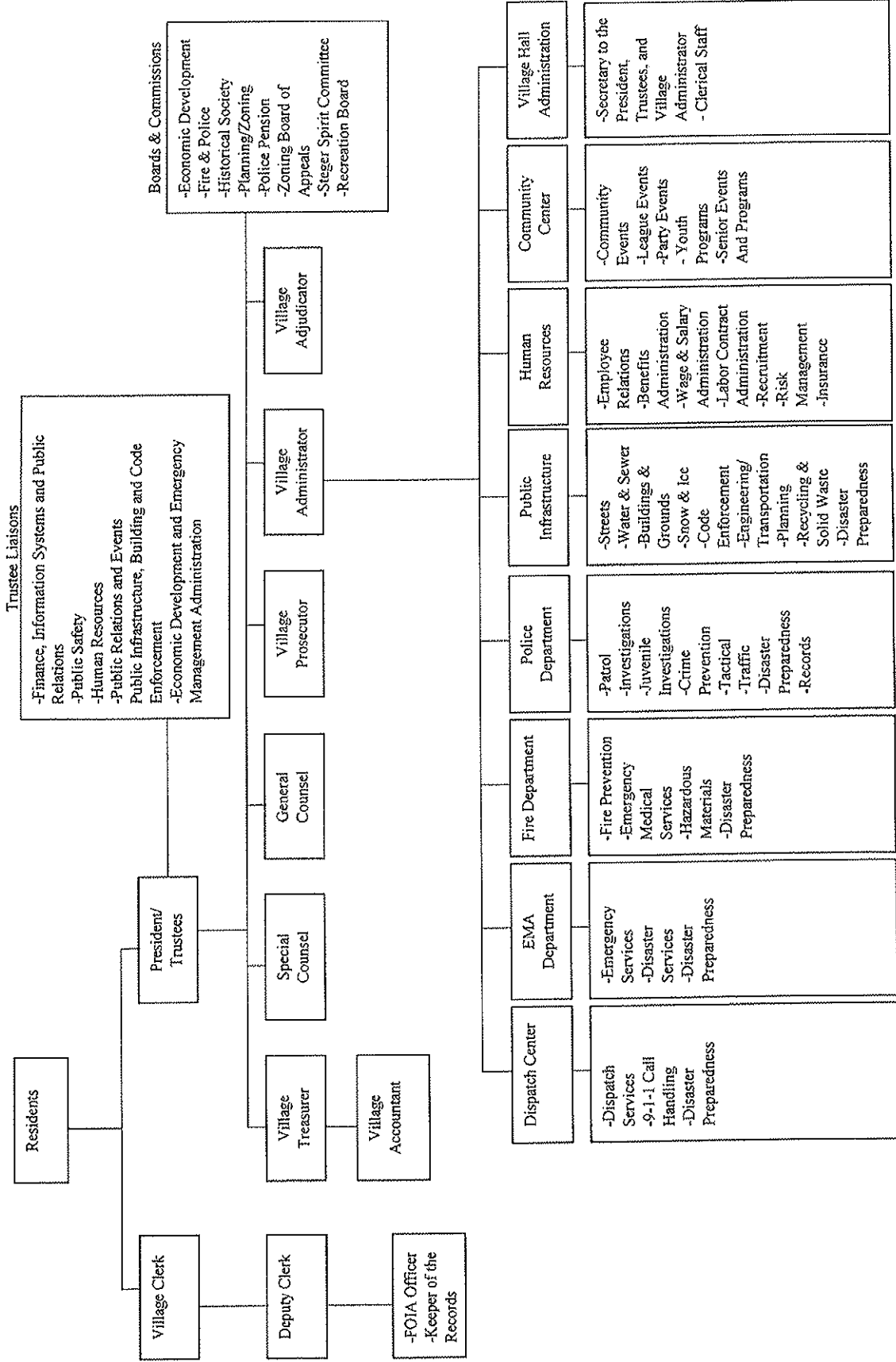
Voting in favor:

Voting against: none

Not voting: none

EXHIBIT A

Village of Steger, Illinois



This Organizational Chart shall not be read to limit or otherwise modify those duties or obligations of the elected and appointed officials of the Village of Steger established by law.

RESOLUTION NO. 1042

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK)
)
) AND WILL)

**RESOLUTION AUTHORIZING ENTRY INTO
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

WHEREAS, the Village of Steger has previously been a participant with the County of Cook in the Community Development Block Grant Program; and,

WHEREAS, the Village has benefited in the past by such participation; and,

WHEREAS, it is in the best interests of the Village of Steger to continue to participate in said program.

NOW, THEREFORE, BE IT RESOLVED BY THE President and Board of Trustees of the Village of Steger that the President and the Clerk be and are hereby directed and authorized to submit the Sub recipient Agreement, all understandings and assurances and to execute the 2013 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number 1306-020, a copy of which is on file with the Clerk.

BE IT FURTHER RESOLVED BY THE President and Board of Trustees of the Village of Steger that the Village Engineer be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2013 Community Development Block Grant Program for the Village of Steger.

PASSED this 7th day of October 2013.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 7th day of October 2013.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:
Voting in favor:
Voting against:
Not voting:



Resolution No. 1043

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
(Council or President and Board of Trustees)
 Village Steger of Steger, Illinois, that there is hereby
(City, Town or Village) (Name)
 appropriated the sum of \$18,450.00 of Motor Fuel Tax funds for the purpose of maintaining
 streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2013
(Date)
 to April 30, 2014.
(Date)

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

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at 201 W. Center Ct, Schaumburg, Illinois.

I, Carmen Recupito Clerk in and for the Village Steger
(City, Town or Village)
 of Steger, County of Cook / Will

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by
 the President and Board of Trustees at a meeting on _____
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Village _____ Clerk
(City, Town or Village)

Approved
_____ Regional Engineer Department of Transportation
_____ Date



Maintenance Engineering to be Performed by a Consulting Engineer
(to be attached to BLR 14231 or BLR 14221)

Local Agency _____
Section Number 14-0000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

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

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

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

SCHEDULE OF FEES

Total of the Maintenance Operation	Base Fee
<input type="checkbox"/> > \$20,000	\$1,250.00
<input checked="" type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	\$650.00

PLUS

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	\$650.00	1%		
IIB	3%		3%		
III	4%		4%		
IV	5%		6%		

By: _____
Local Agency Official Signature

Title

Date

By: _____
Consulting Engineer Signature

V.P., Bowman Consulting Group, Ltd

Title

Date

P.E. Seal

P.E. License Expiration Date



Municipality: Village of Steger

Maintenance Period 5/1/2013 to 4/30/2014

Section Number: 14 - 00000 - 00 - GM

Estimated Cost of Maintenance Operations

Maintenance Operation (No. Description)	Maint. Group	Insp. Req.	For Group I, IIA, IIB, or III				Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	
Crack Filling and Seal Coating of Village Owned Public Parking Lots and Bikepath	II A		Veterans Parking Lot NE Corner	LS			
			Community Center Parking Lot	LS			
			Veterans Parking Lot Concession Area	LS			
			Village Hall and Police Station Parking Lot	LS			
			Veterans Park Bike Path	LS			
			Total cost for 4 parking lots and 1 bikepath	LS	1	\$17,800	\$17,800
Total Estimated Maintenance Operation Cost							\$17,800
						Preliminary Engineering	\$650.00
						Engineering Inspection	
						Material Testing	
						Advertising	
						Bridge Inspections	
Total Estimated Maintenance Engineering Cost						650.00	
Total Estimated Maintenance Cost						18,450.00	

Submitted:

Approved:

Municipal Official Title

Date

Regional Engineer

Date



Joseph A. Schudt & Associates

19350 South Harlem Avenue
(708) 720-1000 jas@jaseng.com

Frankfort, Illinois 60423
Fax (708) 720-1065

September 20, 2013

Mayor Peterson & Village Trustees
Village of Steger
35 West 34th Street
Steger, IL 60475

Re: 2013-2014 CDBG
Carpenter, Morgan, Peoria Streets
CDBG 1306-020
JAS# 13-014

Dear Mayor Peterson & Village Trustees;

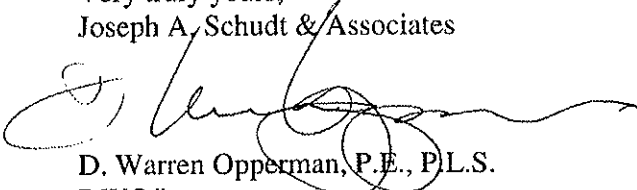
Enclosed for execution are two copies of the Subrecipient Agreement for the 2013-2014 Community Development Block Grant Project. In conjunction with execution of the Agreement, a Board Resolution authorizing a village official to execute the Agreement and a Village Certification certifying to a true and correct copy of the Resolution are required. Two copies of all documents with original signatures and dates on all are required.

A copy of Instructions for Executing Subrecipient Agreements is attached for reference.

Please have the Resolution, Certification and Agreement executed at the October 7, 2013 Village Board meeting. The CDBG Subrecipient Workshop is scheduled for October 23, 2013, which we will be attending and are required to bring the executed documents.

Please have the Village Clerk call when completed and we will pick up to bring to Cook County. If you have any questions, please call.

Very truly yours,
Joseph A. Schudt & Associates



D. Warren Opperman, P.E., P.L.S.
DWO/jp

Enclosures

Cc: Joe Schudt, JAS



COOK COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Instructions for Executing Subrecipient Agreements

In an effort to streamline the process of signing and executing Subrecipient Agreements, please follow the instructions below. Failure to follow instructions will cause delays in executing your Agreement.

IMPORTANT PROCESS CHANGE: You have received your Agreement Package via email this year. Please follow the instructions for execution below, and bring two executed copies to your Subrecipient Workshop in October. The Agreement will be reviewed immediately at the Workshop for any problems or omissions.

The Subrecipient Workshops are scheduled as follows:

- Public Service and Planning Projects – Tuesday, October 15th, 1:30pm – 4:30pm
- Capital Improvement and Demolition Projects – Wednesday, October 23rd, 9:00am – 12:00pm

Both Workshops will be held on the 17th Floor at the Cook County Administration Building, 69 W. Washington, Chicago, IL 60602.

The Agreement Package that you received via email contains the following:

- Agreement Cover Page
- Subrecipient Agreement (14 pages)
- Exhibits A through E

Please note: The Exhibits have been modified this year. Two changes are particularly notable. **First, the Project Summary (formerly Exhibit C) is now Exhibit E.** Second, a Lobbying Certification has been added as a new Exhibit.

Instructions for Execution of the Subrecipient Agreement

- 1) Print and execute **two** copies of the complete Agreement Package.
- 2) Do not remove any pages of the agreement package. Use only the agreement and exhibits sent to you by the County. Please review the agreement and exhibits. However, do not make any changes in the agreement or exhibits. If you identify any issues or errors, please let us know.
- 3) A Board/Council Resolution authorizing an official to execute the Subrecipient Agreement is required. A sample resolution is included later in these instructions. Two original copies of the Resolution are needed – one for each copy of the Subrecipient Agreement.

- 4) A Certification of the above resolution is required. A sample certification for non-profits is included later in these instructions. We assume that units of government have their own certification format. Two original copies of the Certification are needed – one for each copy of the Subrecipient Agreement.
- 5) Complete the entire Subrecipient portion of the signature page of the Subrecipient Agreement (page 14). The Subrecipient Official who executes the signature page **must** be the person authorized by the Resolution. The Attest signature and Attorney signature are also required. The only exception is for a non-profit Subrecipient who does not have an Attorney. Please be sure that all signatures are dated.
- 6) Complete Exhibit D in a similar fashion to how you executed the signature page of the Subrecipient Agreement in Step 5 above. An Attorney signature is not needed on Exhibit D. Again, please be sure all signatures are dated.
- 7) All signatures must be original signatures. Copies of any signed pages will not be accepted.
- 8) The corporate or municipal seal must be displayed on all signature pages. The seal is needed on the Subrecipient Agreement signature page (page 14), the Resolution, the Certification, and Exhibit D. If a non-profit Subrecipient does not have a seal, you must inform the County in writing of this fact and bring the written notice to your Subrecipient Workshop with your Agreement Packages.
- 9) Staple both completed Agreement Packages in the upper left hand corner. Insert the original Resolution and Certification after the Agreement signature page (page 14). **Bring both completed Agreement Packages to your Subrecipient Workshop in October.**
- 10) Please review the list below, which highlights common execution problems from past years.

CDBG SUBRECIPIENT AGREEMENT EXECUTION – COMMON PROBLEMS

- The Subrecipient Agreement must be signed by the person authorized by the Resolution (see Step 5 above).
- The Subrecipient Agreement signature page must be signed, sealed and dated. If a non-profit agency does not have a seal, a written notice is needed (see Step 8 above).
- The date of the Attest signature on the Subrecipient Agreement signature page must match the date of the Subrecipient Official's signature.
- The Resolution must have the correct project number.

- The date that the Subrecipient Agreement signature page is executed cannot be earlier than the date the Resolution is passed.
- The Resolution must be signed and sealed and must use appropriate resolution language (see sample Resolution later in these instructions).
- The Certification date cannot be earlier than Resolution date.
- The Certification must be signed and sealed must use appropriate certification language (see sample Certification later in these instructions).
- The date on the Resolution must match Resolution date referenced in the Certification.

MUNICIPALITIES MUST COMPLY WITH THE FOLLOWING STATUTE FOR USE OF A DEPUTY CLERK'S SIGNATURE:

DEPUTY CLERK

5/3.1-35-95. Powers - Authorization

§ 3-10-9. The municipal deputy clerk, or clerks, as the case may be, shall have the power and duty to execute all documents required by any law to be executed by the municipal clerk, and affix the seal of the clerk thereto wherever required. In signing any document a deputy clerk shall sign the name of the clerk followed with the word "By" and the deputy clerk's own name and the words "Deputy Clerk".

Except the municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised only in the absence of the clerk from the place where the clerk's office is maintained, and only when either written direction has been given by the clerk to such deputy to exercise such power, or the corporate authorities have determined by resolution that the municipal clerk is temporarily or permanently incapacitated to perform such function. In municipalities with a population of 500,000 or more, the powers and duties herein described shall be exercised upon the direction of the clerk, or when the corporate authorities have determined by resolution that the clerk is temporarily or permanently incapacitated to perform his functions and duties. When duly authorized as herein provided the signature affixed by any such deputy in the manner herein prescribed on any document, including, but not limited to contracts, bonds, or other obligations of the municipality, such document shall have the same effect as if the documents so executed had been signed by the municipal clerk in person.

SAMPLE RESOLUTION

PLEASE NOTE: The below resolution is a sample resolution. Do not use this sample, but rather execute a resolution on your own letterhead. If you would like an editable sample resolution in Microsoft Word, please contact Sonia Brown at (312) 603-1052.

When completing your resolution, use a position title only and DO NOT name a specific individual. Include both paragraphs in your resolution. You may also designate additional positions or positions different than those listed in the sample below for executing documents if you so choose.

***Please remember to submit two (2) original signed and sealed resolutions to Cook County, one with each Subrecipient Agreement Package, as described in the instructions above.**

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (President/Mayor/Chairman) and the (Clerk/Secretary) be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to execute the 2013 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project Number(s) _____, a copy of which (is/are) on file with the (Clerk/Secretary).

BE IT FURTHER RESOLVED BY THE (Mayor/President/Chairman and (Council/Board of Trustees/Board of Directors of the (insert agency name) that the (insert position title here- should be more than one position - **if you chose more than one position use the word "or" and not the word "and"**) be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2013 Community Development Block Grant Program for the _____.

Dated this ____ day of _____, 2013.

ATTEST:

By: _____
Board President/Chairman (Signature)

BY: _____
Secretary/Clerk (Signature)

Printed Name

Printed Name

(SEAL)

SAMPLE CERTIFICATION

PLEASE NOTE: This below certification is a sample certification for non-profits. Do not use this sample, but rather execute a certification on your own letterhead. If you would like an editable sample certification in Microsoft Word, please contact Sonia Brown at (312) 603-1052.

***Please remember to submit two (2) original signed and sealed certifications to Cook County, one with each Subrecipient Agreement Package, as described in the instructions above.**

CERTIFICATION

The undersigned and duly qualified acting Secretary of the Board of Directors of _____ hereby certifies that the attached copy of the resolution authorizing execution of the 2013 Community Development Block Grant Subrecipient Agreement with the County of Cook, Illinois is a true and correct copy of said resolution as passed by the Board of Directors of _____, on _____, 2013_, and which is still in full force and effect as of _____.

By: _____
Secretary - Signature

Printed Name

(SEAL)

2013 PROGRAM YEAR
OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

SUBRECIPIENT



AGREEMENT

SUBRECIPIENT: VILLAGE OF STEGER

PROJECT #: 1306-020

FOR : CAPITAL IMPROVEMENTS: INFRASTRUCTURE

PROJECT TITLE : Capital Improvement: Street Improvements
(Reconstruction)

GRANT AMOUNT : \$250,000.00

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of October 2013, the first day of the Program Year, by and between the COUNTY OF COOK, a body politic of the State of Illinois, (hereinafter referred to as the "County"), and Village of Steger, a qualifying entity, (hereinafter referred to as the Subrecipient).

WITNESSETH:

WHEREAS, the County is a home rule unit pursuant to the 1970 Illinois Constitution, Article VII, Section 6 and has been designated as an "Urban County" by the United States Department of Housing and Urban Development ("HUD") under the provisions of the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), and the County will receive an entitlement of funds during the period of October 1, 2013 through September 30, 2014, pursuant to said Act; and,

WHEREAS, if the Subrecipient is a Municipality, it derives its authority from the "Illinois Municipal Code" (65 ILCS 5/1-1-1, et seq.), and, if the Subrecipient is a home rule Municipality, from its home rule powers as provided in the 1970 Illinois Constitution, Article VII, Section 6; or

WHEREAS, if the Subrecipient is a Township, it derives its authority from the "Township Code" (60 ILCS 1/1-1, et seq.); or

WHEREAS, if the Subrecipient is a Park District, it derives its authority from the "Park District Code" (70 ILCS 1205/1-1, et seq.) or;

WHEREAS, if the Subrecipient is a Housing Authority, it derives its authority from the "Housing Authorities Act" (310 ILCS 10/1, et seq.); or

WHEREAS, if the Subrecipient is an Intergovernmental Agency, it derives its authority from the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10 and the "Intergovernmental Cooperation Act" (5 ILCS 220/1, et seq.) provide authority for intergovernmental cooperation; and

WHEREAS, if the Subrecipient is a Not-For-Profit Corporation, it derives its authority to operate in Illinois pursuant to the "General Not For Profit Corporation Act of 1986" (805 ILCS 105/101.01 et seq.); and

WHEREAS, the Subrecipient, with a DUNS Number of 66208059, has elected to participate in the County's Community Development Block Grant ("CDBG") Program CFDA 14.218 under the aforesaid Act and the County has the right and authority under said Act to allocate a portion of its funds to the Subrecipient; and, the County has considered the application of the Subrecipient for funds for the following purpose (including any special provisions) and has approved the Project as described in the Subrecipient's Project Summary, attached hereto as Exhibit "E" which includes a detailed description of the work, a complete budget and scheduled for completing the work within the required allocated time and within its corporate or jurisdictional limits (hereinafter referred to as **1306-020**).

NOW THEREFORE, the parties do hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Exhibits and Attachments.

A. The Subrecipient will comply with the provisions of the following Exhibits which are attached hereto, made a part hereof and incorporated herein by reference:

1. An Equal Employment Opportunity Certificate (Exhibit "A")
2. Assurances (Exhibit "B")
3. Administrative Requirements (Exhibit "C")
4. Certificate of Lobbying (Exhibit "D")
5. Project Summary and Line Item Budget (Exhibit "E")

Execution of this Agreement by the Subrecipient means agreement and compliance with the certifications, assurances and administrative requirements contained in Exhibits A - D.

B. The Subrecipient will comply with the provisions of, and, where necessary, file the forms included in, the Cook County Community Development Block Grant Program Procedures and Operations Guide, as amended from time to time, which is incorporated herein by reference as if fully set out herein. The Subrecipient will also comply with the provisions of, and, where necessary, file forms included in the following handbooks, as amended from time to time, which are incorporated herein by reference as if fully set out herein:

1. If the project is an **acquisition** project, or if it contains a temporary relocation component, HUD Handbook 1378 Relocation and Real Property Acquisition and Cook County Real Property Acquisition and Relocation Handbook; and
2. If the project is a **residential rehabilitation** project, the Cook County Manual of Administrative Procedures for Residential Rehabilitation;
3. If the project has a housing related component coming within the scope of 24 CFR Part 35, the County of Cook, Illinois Policies and Procedures for Lead-Based Paint in Housing Programs.

The Subrecipient shall also use the forms, documents, agreements, or contracts required for use by the County whether included in said Manuals or provided separately therefrom, and as amended from time to time. For the purposes of this Agreement and for the purposes of the CDBG Program, the term "Subgrantee" as used in forms, documents, other agreements, contracts or as used in the Manuals shall mean Subrecipient.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one of the aforementioned national objectives.

3. Administrative Regulations and Compliance.

The Subrecipient agrees, pursuant to 24 CFR Part 570, to comply with the provisions of the following:

- A. The uniform administrative requirements set out in 24 CFR Section 570.502; and
- B. All Federal rules and regulations described in Subpart K of 24 CFR Part 570; provided, however, that the Subrecipient does not assume the County's responsibilities under 24 CFR Section 570.604 and 24 CFR Part 52.
- C. Administrative Requirements pursuant to Exhibit C.

4. Agreement to Undertake the Project.

The Subrecipient agrees to undertake the work and activities described herein and in its project summary (Exhibit E).

5. Grant Award.

The County hereby agrees to make a grant for a sum not to exceed the CDBG budget amount identified in Exhibit E. The Subrecipient agrees to abide by the Act and to use said funds solely for the purpose of paying for 1306-020 in accordance with the approved Project Summary (Exhibit E). **NO FUNDS MAY BE OBLIGATED PRIOR TO THE ISSUANCE BY THE COUNTY OF THE AUTHORIZATION TO INCUR GRANT COSTS. CAPITAL IMPROVEMENT PROJECTS WILL ALSO RECEIVE A NOTICE TO PROCEED WHEN CONSTRUCTION CAN BEGIN.**

6. Equal Employment Opportunity Compliance; Minority and Women Owned Businesses.

A. The Subrecipient agrees and authorizes the County and HUD to conduct on-site reviews, to examine personnel and employment records and to conduct any other procedures, practices, or investigations to assure compliance with the provisions of Exhibit "A" - Equal Employment Opportunity Certification, and, further will fully cooperate therewith. The Subrecipient agrees to post HUD Notice No. 901 in conspicuous places available to employees and applicants for employment.

B. The Subrecipient agrees that, to the greatest extent practicable, procurement for construction, professional services, goods, and equipment will include minority and women-owned firms in the procurement process. The Subrecipient may use the County's Directory of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises in its efforts to comply with this paragraph.

7. Compliance with Laws, Rules and Regulations; Performance Measurement Goals: and National Objective

A. The Subrecipient 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. The Subrecipient shall be liable to the County in the same manner that the County shall be liable to the Federal Government, and, shall further be liable to perform all acts to the County in the same manner the County performs these functions to the Federal Government. Provided, however, that the County may, from time to time, impose stricter regulations or requirements than required by Federal laws, rules and regulations, and that the Subrecipient hereby agrees to comply with said County regulations or requirements. **Additionally, the Subrecipient agrees to attend two (2) related County sponsored workshops and/or training sessions during the program year, as applicable. Failure to attend may subject the Subrecipient to non-compliance penalties under Paragraph 21.**

B. The Subrecipient understands and agrees that their activities and programs under the CDBG program are designed to address the needs of low-income areas or individuals and that their performance and progress will be measured to that end. **Quarterly performance reports** may be due to the County at a date determined by the County. The Subrecipient is required to submit the final performance Report with the last payment request. The subrecipient understands and agrees that the failure to submit timely performance reports will place future CDBG funding requests in jeopardy. **The County reserves the right to deny requests for future funding, in part or in whole, due to the failure to comply with the stated rules and regulations.**

National Objectives.

C. Subrecipient agrees that all projects and their individual activities funded in whole or in part with CDBG funds must meet one of three national objectives:

1. Benefit low and moderate income people in the following categories;
 - a. Area benefit activities
 - b. Limited clientele activities
 - c. Housing activities
 - d. Job creation
2. Aid in the prevention or elimination of slum and blight; and
3. Meet an urgent need.

Subrecipient agrees that it will provide documentation to show the number of persons/households assisted, their characteristics, gender of single head of household, and the number of low- and moderate-income beneficiaries that were assisted. Written quantitative evidence that income qualifications were met is required to support the eligibility of this project, as applicable.

D. Subrecipient may assess reasonable fees for the use of the facilities or services associated with this project; however such fees must not be excessive as to exclude low and moderate income persons from making use of the facilities or services. (24 CFR 570.200(b)(2)).

8. Conflict of Interest.

A. The Subrecipient understands and agrees that no director, officer, agent or employee of the Subrecipient may:

1. have any interest, whether directly or indirectly, in any contract (including those for the procurement of supplies, equipment, construction or services), the performance of any work pertaining to this Agreement, the transfer of any interest in real estate or the receipt of any program benefits;
2. represent, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work pertaining to the Agreement;
3. take, accept or solicit, either directly or indirectly, any money or other 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.

B. The Subrecipient understands and agrees that any person who is a director, officer, agent or employee of the Subrecipient who, either directly or indirectly, owns or has an interest in any property included in the project area shall disclose, in writing, to the Board of the Subrecipient said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures

shall be made public and shall be acknowledged by the Board and entered upon the minutes of the Subrecipient as well as reported to the County. If an individual holds such an interest, that individual shall not participate in any decision-making process in regard to such redevelopment plan, project or area or communicate with other members concerning any matter pertaining to said redevelopment plan, project or area. The Subrecipient agrees that all potential conflicts of interest shall be reported by the County to HUD with a request for a ruling prior to proceeding with the project.

For the purposes of this paragraph, pursuant to 24 CFR Section 570.611(b), these conflict of interest provisions applies only to those persons who:

1. exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under the County program;
2. are in a position to participate in a decision making process or gain inside information with regard to such activities;
3. may obtain personal or financial interest or benefit from the activity; or
4. have an interest in any contract or agreement with respect thereto or the proceeds thereunder.

C. The Subrecipient agrees and understands that it and its officers, agents or employees must abide by all provisions of 24 CFR Section 570.611, and of 24 CFR Section 85.36 or 24 CFR Part 84, as applicable.

D. The Subrecipient agrees and understands that shall it incorporate, or cause to be incorporated, the provisions contained in this paragraph 8 in all contracts or subcontracts entered into Pursuant to this Agreement.

E. In the event of failure or refusal of the Subrecipient to comply, the County may terminate or suspend in whole or in part any contractual agreements with the Subrecipient pursuant to paragraph 17 of this Agreement and may take any of the actions set out therein.

F. For the purposes of this Agreement, a person will be deemed to include the individual, members of his or her immediate family, his or her partners and any organization which employs or is about to employ any one of these, and shall mean those persons set out in 24 CFR Section 570.611(C).

- G. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance, as the Subrecipient is an independent contractor

9. Environmental Review Procedures; Authorization to Incur Grant Costs.

The County and the Subrecipient shall adhere to the following schedule, as applicable.

A. The County Planning and Development staff will undertake the required environmental review for the project.

- B. Upon completion of the environmental review, the County shall assume the responsibility for obtaining the "removal of grant conditions" pursuant to Section 104(h) of Title I of the Housing and Community Development Act of 1974, as amended.

C. Upon receipt of a "Notice of Removal of Grant Conditions" from HUD, the County shall send the Subrecipient, by first class, prepaid mail, an "AUTHORIZATION TO INCUR GRANT COSTS".

D. After issuance of the "AUTHORIZATION TO INCUR GRANT COSTS", the Subrecipient shall follow all procedures set out in the Cook County Community Development Block Grant Program Procedures and Operations Guide, and, where necessary, the handbooks set out in section 2.B. of this Agreement.

10. Lobbying:

The Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and

C. It will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

D. Lobbying Certification

The certification located in Exhibit D is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Hatch Act: Davis Bacon

A. The Subrecipient agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

B. The Subrecipient agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 327 et seq.) and The Copeland "Anti-Kickback" Act, 18 U.S.C. 847, as supplemented in 29 CFR Part 5.

12. Copyright

If this contract results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

13. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibit by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

14. Environmental Conditions

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air, 42 U.S.C., 7401, et seq;

- Federal Water Pollution Control Act, as amended, 31 U.S.C., 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder:

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic

properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Debris and Hazardous Substances

The Subrecipient shall not allow any contractor, subcontractor or other party to conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place or origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner and operator of the facility where the debris or soil was transferred, disposed, recycled or treated.

The Subrecipient further represents that it will perform due diligence in relation to any property that is funded under this grant and that neither it or its contractors, subcontractors or other third parties have handled, buried, stored, retained, refrained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, lead, escape or leach, or pumped, poured, emptied, discharged, injected, dumped, transferred, or otherwise disposed of or dealt with Hazardous Substances with respect to the Property in violation of any currently applicable Environmental Laws.

The Subrecipient agrees to confirm that in relation to any property funded under this grant that there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of Hazardous Substances in violation of any currently applicable Environmental Laws from the Property onto or into any adjacent property or waters.

The Subrecipient affirms that it (nor its contractor, subcontractor or property owner to the best of its knowledge under due diligence performed by the Subrecipient) will not use its grant monies to perform rehabilitation or repair work on property that the owners or other parties have received notice from the governmental authority of a violation of Environmental laws nor any request for information pursuant to section 204(e) of CERCLA with respect to the property.

The Subrecipient agrees to defend, indemnify and hold the County and its Officers, employees and agents harmless from and against, and shall reimburse the County for, any and all losses, claims, liability, damages, costs, and expense including but not limited to reasonable legal defense costs, attorney's fees, court costs, environmental consultant's fees and advances, settlements, judgments, judgment interest, prejudgment interest or post-judgment interest, for actions or causes of action, economic loss, injunctive relief, injuries to person, property or natural resources, arising in connection with the discharge, escape, release, or presence of any Hazardous Substance at or from the property whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered and whether such discharge, escape, release, or presence of any Hazardous Substance at or from the Property is by an affirmative act or by omission by the Subrecipient or by the Subrecipient's officers, agents, employees or contractors. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substance (whether or not such Hazardous Material may be legally allowed to remain in the Property if removal or remediation is prudent), all cost of determining whether the Property is in compliance and causing the Property to be in compliance with all applicable Environmental laws, all costs associated with claims for injunctive relief, damages to persons, property, or natural resources or economic loss, and the County's reasonable attorneys' and consultants' fees and court costs.

15. Time to Start Project; Time to Finish Project.

A. The Subrecipient understands and agrees that all projects must be started within three (3) months from the date of the "Authorization to Incur Grant Costs" from the County. Any written requests for exceptions or extensions must be submitted and approved in writing within the three (3) months after the "Authorization to Incur Grant Costs" is issued.

B. **Capital Improvement/Demolition.** The Subrecipient represents to the County that the aforesaid project shall be completed within twelve (12) months from the receipt of the "Authorization to Incur Grant Costs" from the County. Any requests for extension beyond the twelve (12) months to complete the project must be submitted in writing sixty (60) days before the end of the twelve (12) months to complete. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County. **The grant amount awarded hereunder must be completely expended within 12 months of the date of the Authorization to Incur Grant Costs; however, the Subrecipient understands and agrees that it is to make efforts to actually expend all funds before the end of the Program Year for this award on September 30, 2014.**

C. **Planning/Public Service.** The Subrecipient represents to the County that the aforesaid project shall be completed by September 30, 2014. Any requests for extension beyond September 30, 2014 must be submitted in writing sixty (60) days before September 30, 2014. Upon completion or work stoppage, unused and/or unencumbered funds are to be promptly returned to the County.

16. Records Maintenance.

A. The Subrecipient shall maintain during the term of this contract and for a period of five (5) years thereafter complete and adequate financial records, accounts and other records to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a general ledger that supports the costs charged to the CDBG program; records documenting procurement of goods and services; contracts for goods and services, lease and rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization of records; payroll registers; payroll tax records; bank statements; bank reconciliation reports; subcontractor agreements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules signed by the appropriate party (i.e. general contractor and/or architect).

B. The Subrecipient will give HUD, the Comptroller General, and the County, and any authorized representative of each of them, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to necessitate such reviews and audits.

17. Return of Funds and Accounts Receivables; Expiration of Project.

The Subrecipient agrees that, upon the expiration of this Agreement, it shall transfer to the County all CDBG funds on hand and all accounts receivable attributable to the use of CDBG funds which funds and accounts receivable are traceable to this Agreement.

18. Prohibition on Assignment or Transfer of Agreement or Funds.

The Subrecipient shall not assign or delegate this Agreement or any part thereof and the Subrecipient shall not transfer or assign any funds or claims due or that become due without the prior written approval of the County. Any transfer, assignment or delegation of any part of this Agreement or any funds from this Agreement shall be a violation of this Agreement and shall be of no effect. Violation of this provision may result in cancellation, termination or suspension of funds, or of this Agreement in whole or in part at the discretion of the County pursuant to paragraph 21 of this Agreement including any of the actions set out therein.

19. Blank Forms and Documents.

The Subrecipient shall, upon request of the County, submit any and all forms, documents, agreements and contracts to the County for review to determine compliance with program requirements. Such review shall not be deemed to be approval of individual agreements or contracts entered into by the Subrecipient nor of items in said forms, documents, agreements, and contracts not related to program requirements.

20. Obligation for Costs and Future Projects.

A. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for payment of amounts expended by the Subrecipient in excess of the grant funds awarded under this Agreement. Neither the County nor any of its officers, agents, employees, or servants shall be obligated or bear liability for the performance of any obligations undertaken or costs incurred by the Subrecipient, participants in a program funded under this Agreement or contractor hired pursuant to a program funded under this Agreement. The allocation of funds under this Agreement shall in no way obligate the County to operate or construct any project provided for under the provisions of this Agreement. No County funds other than the amount of CDBG funds specified herein and received from HUD by the County shall be disbursed to the Subrecipient pursuant to this Agreement.

B. This Agreement neither obligates nor precludes the County from further accepting or distributing funds nor restricts nor limits the powers of the County to use such funds pursuant to the provisions of the Act.

C. This Agreement neither obligates nor precludes the Subrecipient from further accepting funds or assistance pursuant to the Act.

D. The Subrecipient agrees that all cost overruns are the responsibility of the Subrecipient. The Subrecipient further agrees that it shall be solely liable for the repayment of unused funds, program income funds, or disallowed, unauthorized or ineligible expenses. Any actions taken by the County pursuant to paragraph 17 of this Agreement shall not affect the liability of the Subrecipient for the repayment of the funds.

21. Indemnification.

A. The Subrecipient shall indemnify the County, and its officers, agents, employees, or servants, against and hold them harmless from all liabilities, claims, damages, losses, and expenses, including but not limited to legal defense costs, attorney's fees, settlements, judgments, prejudgment interest, or post judgment interest whether by direct suit or from third parties arising out of any acts, commissions, or omissions of the Subrecipient and its officers, agents, employees or servants, of a recipient or potential recipient of any moneys or benefits from the Subrecipient, of a participant in a program operated pursuant to this Agreement, of a contractor hired pursuant to a program operated under this Agreement, or any officers, agents, employees, or servants of any of these, in a claim or suit brought by any person or third party in connection with this Agreement or from any claim or suit by any person or third party against the County or any of its agents, officers, employees, or servants.

B. In the event a claim or suit is brought against the County, or its officers, agents, employees, or servants for which the Subrecipient is responsible pursuant to subparagraph A. of this paragraph, the Subrecipient will defend, at its own cost and expense, any suit or claim and will pay any resulting claims, judgments, damages, losses, expenses, prejudgment interest, post judgment interest, or settlements against the County, or its officers, agents, employees or servants.

C. The indemnification obligation under this paragraph shall not be limited in any way to the limitations on the amount or type of damages, compensation or benefits payable by or for the

Subrecipient under any law or by the amount of or limitations on insurance coverage, if any, held by the Subrecipient.

22. Suspension or Termination of Agreement.

A. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.43 and 570.503(b)(7), if the County determines that the Subrecipient:

1. has not complied with or is not complying with;
2. has failed to perform or is failing to perform; or
3. is in default under any of the provisions of the Agreement whether due to failure or inability to perform or any other cause whatsoever; the County, after notification to the Subrecipient by written notice of said non-compliance or default and failure by the Subrecipient to correct said violations within ten (10) business days, may.
 - a. suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - b. demand refund of any funds disbursed to Subrecipient;
 - c. deduct any refunds or repayments from any funds obligated to, but not expended by the Subrecipient whether from this or any other project;
 - d. temporarily withhold cash payments pending correction of deficiencies by the Subrecipient or more severe enforcement action by the County;
 - e. disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - f. withhold further awards for the program;
 - g. take other remedies legally available; or
 - h. take appropriate legal action.

B. The County may send written notice suspending, effective immediately, the performance of the work under this Agreement, if it determines in its sole discretion, that it is necessary for the efficiency of the Program or to safeguard the Program pursuant to paragraph C.

C. The County may send written notice to the Subrecipient suspending or terminating the Agreement in whole or in part effective immediately if it determines, in its sole discretion that the Subrecipient has including but not limited to:

1. used or is using fraudulent, coercive or dishonest practices;
2. demonstrated or is demonstrating incompetence, untrustworthiness, or financial irresponsibility; or
3. endangered or is endangering the life, safety, health or welfare of one or more persons in the conduct or performance of the work set out in Exhibit E hereto. The County may also take any of the actions listed in subparagraph A. of this paragraph; provided, however, that said actions may be taken effective immediately rather than upon ten (10) days written notice.

D. The Subrecipient agrees that, pursuant to 24 CFR Sections 85.44 and 570.503(b)(7), this Agreement may be terminated for convenience, in whole or in part, as follows:

1. by the County, with consent of the Subrecipient, in which case the Subrecipient shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or

2. by the Subrecipient, upon written notification to the County, setting forth the reasons for such termination the effective date, and in the case of partial termination, the portion to be terminated; provided, however, that if the County determines that the remaining portion of the grant will not accomplish the purpose for which the grant was given the County may terminate the entire grant under either 24 CFR Section 85.43 or 85.44(a).

E. The written notice given under any of the subparagraphs of this paragraph may be delivered by regular mail, certified mail return receipt requested, facsimile or personal service.

23. Notice.

Notice and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE COUNTY: Mr. Michael Jasso, Director
Department of Planning and Development
69 W. Washington, 29th Floor
Chicago, IL 60602

TO THE SUBRECIPIENT: Kenneth Peterson, President
Village of Steger
35 West 34th Street
Steger, IL 60475-1013

24. SIGNAGE

That the Subrecipient hereby agrees to permit appropriate signage prepared and erected by the County, of the County's participation in the project.

25. Effective Date; Close Out of Grant.

This Agreement shall be effective as of the first day of October, 2013, and shall continue in effect for all periods in which the Subrecipient has control over CDBG funds including Program Income, and until this project is closed out in accord with grant closeout procedures established by the County. For the purpose of this Agreement and applicable Federal rules and regulations, this Agreement shall be deemed expired when the County gives written notice that the grant is closed.

26. Binding Authority.

The individuals executing this AGREEMENT on behalf of the COUNTY and the SUBRECIPIENT represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this AGREEMENT.

27. Entire Agreement and Savings Clause.

A. This AGREEMENT sets forth all the covenants, conditions and promises between the COUNTY and the SUBRECIPIENT with regard to the matters set forth herein, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

B. If any provision of this AGREEMENT, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE PURPOSEFULLY LEFT BLANK.]

COUNTY OF COOK:

BY: _____
Dir. of Dept. of Planning and Development (Signature)
County of Cook

Printed Name Date

Attest: _____
Cook County Clerk (Signature)

Printed Name Date

County Seal:

Approved as to Form: _____
Assistant State's Attorney (Signature) Printed Name Date



SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature)

Subrecipient Official (Printed Name) Date

TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature)

Subrecipient Clerk/Secretary (Printed Name) Date

Subrecipient Seal:

Approved as to Form: _____
Subrecipient Attorney (Signature) Subrecipient Attorney (Printed Name) Date

ATTACH: Exhibits
Resolution

EXHIBIT A
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The signatory to this Agreement to which this Exhibit A is attached understands and agrees that it is a Subrecipient of the Community Development Block Grant Program of the County of Cook and agrees that there shall be no discrimination against any employee who is employed in carrying out work receiving assistance from the County and the United States Department of Housing and Urban Development ("HUD"), or against any applicant for such employment, because of race, color, religion, sex, age, national origin, ancestry, marital status, handicap or unfavorable discharge from military service, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the selection for training, including but not limited to apprenticeship; discipline and tenure, terms, privileges or conditions of employment. The Subrecipient agrees to abide by the Certifications contained herein as well as any and all equal employment opportunity provisions contained in the Agreement to which this is attached and all equal employment opportunity provisions of federal, state and local laws and regulations.

The Subrecipient shall adhere to the following requirements:

- (1) The requirements of Title VIII of Civil Rights Act of 1968, 42 U.S.C. 3601-3619 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2002d) and implementing regulations issued at 24 CFR Part 1, as amended.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination in Employment Act of 1975 (42 U.S.C. 6101-6107); the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8; and the prohibitions against discrimination against those with disabilities under the Americans with Disabilities Act (42 U.S.C. Section 12101, et. seq.).
- (3) The requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued under the Order at 41 CFR Chapter 60.
- (4) The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR Part 135, as amended from time to time.
- (5) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.
- (6) The Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Subrecipient further agrees to the following:

- (7) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any County or HUD assisted work, provided, however, that if the Subgrantee so participating is a unit of local government, the said equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such unit of local government which does not participate in work on or under the contract.
- (8) It will assist and cooperate actively with the County or HUD in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, the Secretary of Housing and Urban Development, State of Illinois, and the County.
- (9) It will furnish the County or HUD such information as they may require for the supervision of such compliance, and will otherwise assist the County or HUD in the discharge of primary responsibility for securing compliance.
- (10) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and 24 CFR Part 24.
- (11) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County or HUD.
- (12) In the event that it fails or refuses to comply with the undertaking set forth, the County or HUD may cancel, terminate or suspend in whole or in part any contractual agreements the County or HUD may have with the Subrecipient; may refrain from extending any further assistance to the Subrecipient under any program until satisfactory assurance of future compliance has been received from the Subrecipient, or may refer the case to HUD or other appropriate agency for appropriate legal proceedings.
- (13) It will comply with the provisions of the Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- (14) Pursuant to 24 CFR Section 570.607, it will incorporate or cause to be incorporated into any contract for \$10,000 or more, or modification thereof, as defined in the regulation of the Secretary of Labor at 41 CFR Chapter 60, as amended, which is paid for in whole or in part with funds obtained pursuant to Community Development Block Grant Program, the equal opportunity clause required by 41 CFR 60-4.4 of the regulations.

EXHIBIT B
ASSURANCES

In accordance with the Housing and Community Development Act of 1974, as amended (the "Act"), and 24 CFR Section 570.303, the Subrecipient hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally-assisted program. Also the Subrecipient gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and housing program.
- B. Prior to submission of its application to Cook County, the Subrecipient followed a detailed citizen participation plan which meets citizen participation requirements under 24 CFR Section 91.105, prepared its final statement of community development objectives and projected use of funds, and made the application available to the public, as required by 24 CFR Section 91.105.
- C. It has developed a housing and community development plan, for the period specified by the County, that identifies community development and housing needs and specifies both short- and long-term community development objectives that provided decent housing and expand economic opportunities primarily for persons of low and moderate income and that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974 as amended.
- D.
 - 1. It is following the current Comprehensive Consolidated Plan (CCP) which has been prepared by the County and approved by HUD pursuant to 24 CFR Part 91 and which meets the requirements of Section 104(c)(1) of the Housing and Community Development Act of 1974, as amended, and that any housing activities to be assisted with CDBG funds be consistent with the CCP;
 - 2. It is following the current CCP which has been prepared by the County and approved by HUD in accordance with Section 105 of the Cranston-Gonzalez National Affordable Housing Act.
- E. It has developed its Program so as to give maximum feasible priority to activities which benefit low-and-moderate-income persons or aids in the prevention or elimination of slums or blight.
- F. It will minimize displacement of persons as a result of activities assisted with federal funds for this federally-assisted program.
- G. It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 or with amounts resulting from a guarantee under Section 108 of the Housing and Community Development Act of 1974, as amended, by assessing any amount against properties owned and occupied by persons of low and moderate income,

including any fee charged or assessment made as a condition of obtaining access to such public improvements (assisted in part with Community Development Block Grant funds) unless (1) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital cost of such public improvements that are financed from revenue sources other than under Title I of the Act (however, an assessment or charge may be made against the property with respect to public improvements funded by a source other than Community Development Block Grant funds); or (2) for purpose of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Subrecipient and Grantee certify to the Secretary that it lacks sufficient funds received under Section 106 to comply with the requirements of subparagraph (1) above.

- H. Its chief executive officer, chief elected official, or other officer of the Subrecipient approved by the County is authorized and consents on behalf of the Subrecipient and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of the requirements of such Act and regulations.
- I. The grant will be conducted and administered in compliance with the following requirements:
 - 1. The Subrecipient in its municipal operations and in the administration of this Agreement will affirmatively further fair housing;
 - 2.
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d)), as amended, and implementing regulations issued at 24 CFR Part 1, as amended; and
 - b. The Fair Housing Act (18 U.S.C. Sections 3601-3619) and implementing regulations, as amended;
 - 3. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and implementing regulations, if any;
 - 4. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto, as amended;
 - 5. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations, if any;
 - 6. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60, as amended;
 - 7. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107, as amended;
 - 8. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations issued at 24 CFR Part 8, as amended;
 - 9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

10. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, as required under Section 570.606(b) and Federal implementing regulations at 49 CFR; it has in place a plan and is following the requirements in Section 570.606(c) governing the residential antidisplacement and relocation assistance plan required under Section 104(d) of the Act (including a certification that the Subrecipient is following such a plan); the relocations requirements of Section 570.606(c) governing displacement subject to Section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) in connection with any activity assisted with funding under the CDBG Program;
 11. The labor standards requirements as set forth in 24 CFR Section 570.603, Subpart K and HUD regulations issued to implement such requirements, as amended; including but not limited to Davis-Bacon (40 USC 276A - 276A-5), as amended, and the Contract Work Hours and Safety Standards Act (40 USC 327 et. seq.), as amended;
 12. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
 13. The National Flood Insurance Program (Section 201 (d), 42 USC 4105 (d), and the flood insurance purchases requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC 4012a);
 14. The regulations, policies, guidelines and requirements of 24 CFR Parts 570, 84 and 85 and OMB Circulars A-87, A-122, and A-128, as applicable, as they relate to the acceptance and use of Federal funds under this federally-assisted program, and as amended from time to time;
 15. The Americans with Disabilities Act, as amended from time to time (42 USC Section 12101, et seq.).
- J. No funds under this Agreement will be used for or in aid of any personal political purpose and it will comply with the provision of the Hatch Act which limits the political activity of employees.
- K. It will comply with the lead-based paint requirements of 24 CFR Part 35 (in particular Subparts A, B, J, K and R) issued pursuant to the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846); and, that its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Section 570.608, as both are now or hereafter amended.

- L. If a facility is developed as a result of the assisted activities, no unreasonable fee may be charged for the use of such facility, and, such fee, if charged, must not have the effect of precluding use by low-and-moderate-income persons.
- M. No CDBG funds will be used to employ, award contracts to, or otherwise engage the services of or fund any contract or sub-contractor of the Subrecipient during any period of debarment, suspension or placement on ineligibility status under the provisions of 24 CFR Part 24 or 24 CFR Sections 85.35 or 570.609, as applicable, and Executive Order 11246, as amended by Executive Order 12086.
- N. 1. In accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the Subrecipient, if a municipality, certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by its police department against any individuals engaged in nonviolent civil rights demonstrations.
2. The Subrecipient, if a municipality, certifies that it has a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- O. The Subrecipient certifies that it is complying with the Illinois Drug Free Workplace Act ("Act"), (30 ILCS 580/1, et seq.), and, if applicable, that it is complying with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

EXHIBIT C
ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other bases for determining eligibility, and description of service provided. Such information shall be made available to the County or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under the contract is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, County representative, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

3. Payment Procedures

The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expense actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this contract for costs incurred by the County on behalf of the Subrecipient.

4. Performance Reports

The Subrecipient shall submit Performance Reports to the County in the form, content, and frequency as required by the County.

D. Procurement

1. Compliance

The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) Shall revert to the County upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the County deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meet a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Subrecipient for activities under this Agreement shall be 9a) transferred to the County for the CDBG program or (b) retained after compensating the County [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County's ordinances, resolutions and policies concerning the displacement of persons from their residences.

EXHIBIT D

**CERTIFICATE REGARDING LOBBYING
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COUNTY OF COOK**

The undersigned certifies, to the best of his or her knowledge and belief, that:

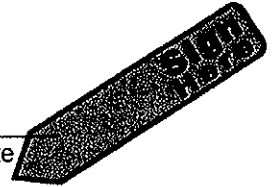
(1) No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperation agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when the transaction contemplated in the Community Development Block Grant Program SUBRECIPIENT AGREEMENT bearing this same date ("Subrecipient Agreement") was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

SUBRECIPIENT:

BY: _____
Subrecipient Official (Signature) Subrecipient Official (Printed Name) Date



TITLE: _____

ATTEST: _____
Subrecipient Clerk/Secretary (Signature) Subrecipient Clerk/Secretary (Printed) Date

Subrecipient Seal:



EXHIBIT E - PROJECT SUMMARY

2013 Program Year: October 1, 2013 through September 30, 2014

Planner Tim Kleist

SUBRECIPIENT VILLAGE OF STEGER

ADDRESS 35 West 34th Street CITY Steger ZIP 60475-1013

D. Warren Opperman (708) 754-9415 (708) 754-1913 opperman@jaseng.com
PROGRAM MANAGER PHONE FAX E-MAIL

PROJNUM 1306-020 IDIS No. PROJECT TITLE
Capital Improvement: Street Improvements (Reconstruction)
 Account #: 9428225-580170.100

Eligibility Citation	Award Amount	Additional Amount	Transfers into Project	Total Budget Summary	Award Match
570.201(c)	\$250,000			\$250,000	\$57,500.00

SUMMARY PROJECT DESCRIPTION: MFT

Eligibility: **LMI** **Slum Blight** **Is Acquisition Required?**

Does Not Apply Housing Activity Does Not Apply Yes
 Area Benefit Job Creation/Retention Area No
 Limited Clientele Spot L/M Income %

Census Tracts	Block Groups	L/M Income %
8837	3	49.6
8296	3	54.2

NARRATIVE:

Awarded Location
 Carpenter St.: 36th to 34th St., Morgan St.: 35th to 34th St., Peoria St., Peoria St.: 33rd St. to 30th St.

AWARDED Project Description
 Area streets will be improved by reconstruction process including Asphalt milling & patching; utility adjustment; curb & gutter and sidewalk removal and replacement; and asphalt re-surfacing using heater scarifying methods; 4,070 L.F.

Specific Anticipated Accomplishments
 Reconstruction of 4,070 L.F. of street to provide extended life for streets which will provide improved neighborhood living environment for area residents.

Environmental Review	Amendment	Amendment Date	Planner
Categorically Excluded (24 CFR 58.35)			Tim Kleist

PROJECT COMPLETION SCHEDULE

Month 1	Permit application received. Prepare plans, specifications and estimate (P.S. & E)
Month 2	Prepare P,S& E and proposal book and bid documents
Month 3	P,S & E approvals from Cook County & IDOT
Month 4	Bid opening & award. Preparation and execution of contract
Month 5	Pre-construction meeting. Start of construction
Month 6	Construction

PROJECT COMPLETION SCHEDULE

Month 7

Construction. Pay estimate number 1 @ 50%

Month 8

Construction

Month 9

Construction completion. Final punchlist

Month 10

Engineer's final inspection. Materials documentation

Month 11

Review & submit all required CDBG documents. Pay estimate number 2 & final @ 100%.

Month 12

Project Complete

STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
			\$0		
			\$0		
			\$0		
			\$0		
			\$0		
TOTAL SALARIES:	<u>\$0</u>		<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

REMINDER
NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.

LINE ITEM BUDGET

PROJECT ACTIVITY:

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement	\$250,000		\$250,000
Single-Family Rehabilitation			\$0
Economic Development			\$0
Demolition/Clearance			\$0
Acquisition			\$0
Relocation			\$0
TOTAL PROJECT ACTIVITY:	\$250,000	\$0	\$250,000

Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.

PROJECT DELIVERY:

(You are encouraged to use CDBG Funds for salaries only.)

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries	\$0	\$0	\$0
Office Rent/Utilities			\$0
Postage			\$0
Printing (Rental Equipment)			\$0
Publication/Notices			\$0
Project Travel @ \$.565 per mile OR current IRS rate.			\$0
Other: _____			\$0
Other: _____			\$0

Professional Services:

(Need to be Procured if using CDBG Funds.)

Architect			\$0
Engineering		\$57,500	\$57,500
Legal			\$0
Accounting (except Single Audit)			
Other: _____			\$0
Other: _____			\$0

TOTAL PROJECT DELIVERY:

\$0

\$57,500

\$57,500

CDBG Grand Total

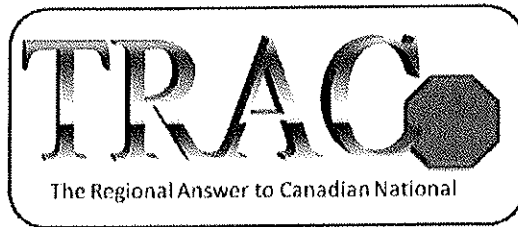
\$250,000

Match Grand Total

\$57,500

GRAND TOTAL ALL

\$307,500



September 20, 2013

TO: Mayors in the Metropolitan Chicago Area

FROM: Karen Darch	Tom Weisner
President, Village of Barrington	Mayor, Aurora
TRAC Co-Chair	TRAC Co-Chair
Executive Board Chair, MMC	Executive Board Vice-Chair, MMC

SUBJECT: Federal Rail Safety Rulemaking Action Alert

As co-chairs of the suburban Chicagoland TRAC Coalition that was formed in 2008, we wanted to make you aware of the opportunity for local governments to weigh in on a federal regulatory matter involving a critical rail safety issue.

Following the National Transportation Safety Board (NTSB) investigation into a CN ethanol train derailment near Rockford in 2009, we were alerted to the dangers posed by the DOT-111 tank car that is used by the rail industry to transport flammable hazmat like ethanol and crude oil throughout North America. In a nutshell, the NTSB has warned regulators since 1991, that the DOT-111 tank car has a high incidence of rupturing when involved in accidents and derailments.

That NTSB investigation launched TRAC into action. Since spring of 2012, we've been urging federal regulatory action to correct the problem. The federal government is now acting and is seeking public input by November 5, 2013 – especially input from local governments.

Action or inaction by the federal government on this important safety issue could have serious future implications for communities on or near rail lines that carry freight.

Please review the attached summary of the issue, as well as a model resolution we are asking local governments to adopt and forward to federal regulators before the November 5, 2013 comment deadline.

Thank you.

RAIL TANK CAR ISSUE SUMMARY & ACTION REQUEST

ISSUE SUMMARY:

In response to the findings stemming from the National Transportation Safety Board's (NTSB) investigation of a June 2009 Canadian National Railway (CN) freight train derailment outside of Rockford, Illinois, the Village of Barrington and the Illinois-based TRAC Coalition jointly filed a petition on April 3, 2012 with the Pipelines and Hazardous Materials Safety Administration (PHMSA) asking that it promulgate rules that will make the fleet of new and existing tank cars that carry ethanol and crude oil by rail in North America more crashworthy in derailments and accidents. *PHMSA released its notice of proposed rulemaking on September 6, 2013 and is seeking input from local governments by November 5, 2013.*

The 2009 accident investigated by the NTSB involved a train containing 74 cars of ethanol that derailed after the rail bed underneath the train had washed away. One person was killed and nine others injured when several of the derailed tank cars split open and started a massive fire that took over 24 hours to burn itself out. Since 1991, the tank cars involved in the accident – DOT-111 tank cars – have been known by federal regulators and the freight rail industry to have high failure rates in accidents because they puncture easily.

The more recent July 6, 2013 catastrophic derailment of a train carrying 72 tank cars of crude oil in Lac-Mégantic, Canada that caused 47 deaths also involved the defective DOT-111 tank cars. ***With the exponential growth of this dangerous hazmat traveling by rail over the last five years, it is clear that there is a growing potential for catastrophic derailments in communities all across North America.*** In fact, the problems with this defective tank car is garnering national media attention, including this September 5, 2013 "NBC Nightly News with Brian Williams" piece that provides an excellent overview of the problem:
<http://investigations.nbcnews.com/news/2013/09/05/20343288-danger-on-the-tracks-unsafe-rail-cars-carry-oil-through-us-towns?lite>

In response to the Rockford derailment, industry convened a working group made up of the Association of American Railroads (AAR), freight railroads, and shippers to set manufacturing standards for new cars and asked PHMSA to adopt those standards in 2011. However, the industry request explicitly asked that the existing fleet of tank cars not be retrofitted to make them safer due to the cost of a retrofit program. The AAR calculated that a retrofit of a tank car would cost \$15,000, but with an average life span of over 30 years for the existing fleet, that amounts to less than \$500 a year.

Backed by NTSB expertise, the April 3, 2012 petition by Barrington & the Illinois TRAC Coalition made the case that improved construction standards for only newly manufactured tank cars is not sufficient for protecting public safety. ***As the NTSB experts recognized, while the improved AAR standards would make new cars safer than the existing cars, communities would be no safer if old and new tank cars are comingled when these tank cars derail.*** With an eight-year average age for the existing tank car fleet, failure to require a retrofit program would allow tank cars that are filled with ethanol and crude oil – and known to be dangerous – to roll freely through American communities for the next three decades.

This issue goes far beyond the daily challenges of dealing with freight rail operations in our communities. According to Federal Railroad Administration safety statistics, between 2000 and 2011 there has been – on average – a reportable freight derailment in this country over five times every day. Additionally, the derailment in Lac-Mégantic has already been ball-parked at over \$200 million to fund the environmental

remediation and clean-up costs alone. Since that sum far surpasses the liability insurance cap of the involved railroad, it has entered bankruptcy proceedings. Given inadequate insurance protection across the rail industry, it is unclear as to who will be footing the bill when it comes to paying the catastrophic costs associated with a major tank car derailment. For these reasons, it is way past due for federal regulators to prioritize the concerns of local governments to remedy the known safety flaws with the DOT-111 tank car.

ACTION REQUEST OF LOCAL GOVERNMENTS:

It is vital that local governments weigh in on this important issue prior to the November 5, 2013 comment deadline. To that end, a sample resolution is attached that local units of government can adopt and forward to PHMSA to indicate their support for the rail safety changes detailed in this summary and in this rulemaking document:

https://www.federalregister.gov/articles/2013/09/06/2013-21621/hazardous-materials-rail-petitions-and-recommendations-to-improve-the-safety-of-railroad-tank-car?utm_campaign=subscription+mailing+list&utm_medium=email&utm_source=federalregister.gov

Please act expeditiously to pass this resolution. Once adopted, a copy of your government's resolution should be submitted in one of three ways:

- Through the Federal Rulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.
- Via Fax: 1-202-493-2251.
- By mail: Docket Management System; U.S. Department of Transportation, West Building, Ground Floor, Room W12-140, Routing Symbol M-30, 1200 New Jersey Avenue SE., Washington, DC 20590.

Instructions: All submissions must include the agency name and docket number for this notice (as shown in the model resolution) at the beginning of the comment. To avoid duplication, please use only one of the three methods of delivery.

Any questions you may have on this matter can be directed to FightRailCongestion@gmail.com. Thank you!

(CITY, TOWN, VILLAGE, COUNTY OF _____) RESOLUTION
SUPPORTING THE RETROFIT OF EXISTING DOT-111 RAIL TANK CARS
THAT TRANSPORT PACKING GROUPS I AND II HAZMAT
BEFORE THE PIPELINES AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
IN DOCKET NO. PHMSA-2012-0082 (HM-251)

Whereas, rail freight operations impact thousands of villages, towns, cities and counties across all regions of the United States of America; and

Whereas, safe rail operations are of critical interest to local units of government based on (1) the need to prevent catastrophic accidents like the one that occurred in Lac-Megantic, Canada in July 2013; and (2) the responsibility local governments have to provide emergency response units to manage the impact of rail accidents and derailments in communities across the country; and (3) significant costs associated with clean-up, environmental remediation, medical expenses, other personal injury damages or wrongful death claims for community residents that have the potential to surpass the rail industry's ability to pay for them; and

Whereas, ethanol and crude oil are a large and exponentially growing segment of hazardous materials being shipped across the nation via freight rail, which will continue to be a preferred transport mode of choice for this hazmat; and

Whereas, since 1991, it has been known to industry and federal regulators that there are safety-related defects in the DOT-111 tank car that serves as the primary tank car used in the shipping of these hazardous flammable materials via freight rail; and

Whereas, the federal Pipelines and Hazardous Materials Safety Administration (PHMSA) regulates the safe transport of hazardous materials by railroads in the United States; and

Whereas, the business decisions of railroad companies and hazardous material shippers impact the safety, environment, and emergency response system in the communities in which the freight railroads traverse, but state and local governments have no ability to regulate railroad operations; and

Whereas, industry has failed to act in the last two decades to correct the known defects in DOT-111 tank cars, and waited until 2011 to seek government approval to upgrade safety standards for newly manufactured DOT-111 tank cars; and

Whereas, a tank car expert from the National Transportation Safety Board testified in 2012 that a retrofit of existing tank cars is necessary because co-mingling existing unsafe DOT-111 tank cars with newly manufactured ones "does nothing to improve the safety in an accident"; and

Whereas, the petition for rulemaking submitted to PHMSA on April 3, 2012 by Barrington, Illinois and the Illinois TRAC Coalition reflects the point of view of local governments, which is supported by recommendations of the National Transportation Safety Board, that changes are needed in federal regulations and/or law to better protect public safety relative to DOT-111 tank car safety and train consist dissemination; and

Whereas, the April 3, 2012 petition provides a compelling rationale for making long overdue changes in safe rail operations vis-a-vis retrofitting existing DOT-111 tank cars; and

Whereas, the April 3, 2012 petition demonstrates that the cost of a DOT-111 tank car fleet retrofit for existing cars would be of nominal expense over the remaining average thirty-year lifespan for the existing fleet, and

Whereas, PHMSA issued on September 6, 2013 (78 Federal Register 54849-54861) an Advance Notice of Rulemaking seeking by November 5, 2013 the input from local and state governments on the issue of retrofitting the DOT-111 tank car.

Therefore, Be It Resolved by the Corporate Authorities of _____ (State) as follows:

Section 1: We support the April 3, 2012 petition of Barrington, Illinois and the Illinois TRAC Coalition seeking new regulations to retrofit existing DOT-111 tank cars used to transport Groups I and II Packing Materials.

Section 2: This Resolution shall take effect from and after its passage and approval as provided by law.

Section 3: This adopted Resolution shall be sent to the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251) urging expeditious action on the joint Barrington and Illinois TRAC Coalition April 3, 2012 Petition No. P-1587.

PASSED THIS _____ DAY OF _____, 2010 BY ROLL CALL VOTE AS FOLLOWS:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED THIS _____ DAY OF _____, 2012

BY: _____

(Print Name) _____

(Title) _____

ATTESTED AND FILED THIS _____ DAY OF _____, 2012

(Print Name) _____

(Title) _____

UNION PACIFIC CORPORATION
1400 Douglas Street, 19th Floor
Omaha, Nebraska 68179

Jack Koraleski President and CEO

P 402 544 6400
F 402 501 2120
jackkoraleski@up.com

August 5, 2013

Village President Karen Darch
Village of Barrington
206 South Hough
Barrington, IL 60010

Dear Village President Darch,

First and foremost, Union Pacific Railroad (UP) is proud to operate in the Village of Barrington and we appreciate the strong partnership we have developed. UP shares your commitment to rail safety and efforts to promote the safe and secure transportation of passengers and freight on the lines in your community. In light of your recent editorial in the Wall Street Journal, I would like to take the opportunity to provide you some information and perspective from a Class I Railroad, specifically UP's role and practices in the transportation of ethanol, crude oil and other hazardous materials on our trains.

In regards to rail tank cars, the railroad's primary role is to transport our customers' products using their tank cars. The predominant industry business practice is that the individual customer owns the tank car, or a leasing company owns the car and leases it to the customer. It is important to note that the vast majority of rail car leasing companies are headquartered and operate in the Chicagoland region. For example, GATX, GE Transportation, First Union Railcar and Union Tank Company are all headquartered within the City of Chicago or Cook County. These companies own billions of dollars in railroad tank car assets. Although the article focused on the railroads, we wanted to point out this important clarification as you continue your discussion on tank car safety improvements.

All of that said, UP and the entire rail industry work closely with tank car owners and manufacturers. The U.S. Department of Transportation (DOT), Transport Canada (TC) and the Association of American Railroads (AAR)-North American Tank Car Committee issue tank car regulations and standards. DOT and TC issue federal regulations, while the AAR-North American Tank Car Committee sets industry standards. The Tank Car Committee's standards exceed the federal requirements and DOT-111 tank cars for crude oil and ethanol ordered after October 2011 meet these Committee standards. Nearly 25 percent of the tank cars used to move crude today were built to the higher specifications spelled out by the Tank Car Committee – and that number will continue to grow. Also, regarding the retrofit estimate of \$15,000 used in the Wall Street Journal editorial, industry experts have indicated that the cost is probably closer to four times that amount.

Through UP's emergency preparedness efforts and technological advances, we have taken extensive measures as a railroad and industry to increase the safe and efficient transporting of passenger and freight cars. As you may already know, a Class I freight railroad, such as UP, is



obligated to transport the products that our customers contract us to carry. As a common carrier, we transport all materials (hazardous or otherwise) in accordance with federal law, industry standards, and other operating rules to safely and efficiently move freight. Pursuant to federal law, transporters of oil (both non-hazardous and hazardous) are required to have a written emergency response plan. Union Pacific developed its Hazardous Material Emergency Response Plan (HMERP) to meet this requirement. UP also has an established Hazmat Team to respond to and manage incidents involving the release, or potential release, of "oils" during an incident.

To support these safety efforts, UP offers local communities the opportunity to participate in our extensive training and preparedness programs involving specialized safety training for rail personnel, as well as local first responders. In a typical year our training reaches about 10,000 people across our 23-state network. In fact, we recently conducted tank car training at our Proviso Yard on April 23 and participated in a multi-agency drill in Rochelle on May 8, 2013.

In 2012, railroads set new overall safety records, continuing a string of safety achievements reaching back decades. Although UP does not currently transport crude oil through Barrington, there are positive statistics provided by the AAR that demonstrate a tremendous safety record in moving hazmat, including crude oil. For example, an astounding 99.9977 percent of all rail hazmat shipments reach their destination without a release caused by train accident. Lastly, rail hazmat train accident rates have declined by 91 percent since 1980. These solid numbers demonstrate our industry's efforts in applying safety practices, policies and technology to make it one of the safest and most efficient forms of transportation.

Again, UP is committed to working with you and the Village of Barrington to provide a safe and sound rail operation. We want to continue our partnership on rail safety measures and enforcement. Thank you for your efforts to support the enhancement of safe practices. Please feel free to contact me if you have any questions.

Sincerely,



VILLAGE OF

a great place to live, work, and play



BARRINGTON

September 24, 2013

Mr. Jack Koraleski
President & CEO
Union Pacific Corporation
1400 Douglas Street, 19th Floor
Omaha, NE 68179

Via email: jackkoraleski@up.com

Dear Mr. Koraleski,

VILLAGE HALL
200 S. HOUGH ST.
BARRINGTON, IL 60010
(847) 304-3400

PRESIDENT & BOARD
MANAGER'S OFFICE
TEL (847) 304-3444
FAX (847) 304-3490

COMMUNITY AND
FINANCIAL SERVICES
T 17) 304-3400
F 47) 381-7506

DEVELOPMENT SERVICES
TEL (847) 304-3460
FAX (847) 381-1056

PUBLIC WORKS
300 N. RAYMOND AVE.
BARRINGTON, IL 60010
TEL (847) 381-7903
FAX (847) 382-3030

PUBLIC SAFETY
400 N. NORTHWEST HWY.
BARRINGTON, IL 60010

POLICE
TEL (847) 304-3300
FAX (847) 381-2165

FIRE
TEL (847) 304-3600
FAX (847) 381-1889

Thank you for your letter of August 5 providing the Class I railroad perspective on the shipment by rail of flammable hazmat like crude oil and ethanol. While I had not intended to reply to it, current circumstances indicate that a further explanation of our April 2012 PHMSA petition are in order. However, before I outline our perspective on the matter, I would like to state that we, in the Village of Barrington and the greater Chicago region, appreciate the great support Union Pacific has provided to our communities during our long history of working together. I have very much enjoyed working with your many representatives in the area including Wes Lujan, and his predecessor, Tom Zappler.

The 2012 petition to PHMSA requested that federal regulators mandate a retrofit program for the existing fleet of DOT-111 tank cars, and that real time electronic train consist information be provided to local emergency responders in the event of a rail accident. On August 28, I offered testimony (attached) before the Federal Rail Administration and PHMSA in Washington, D.C. at a public meeting on rail safety. As explained in my commentary, in light of the horrific tragedy in Lac Mégantic, Quebec this summer that killed 47 people and caused hundreds of millions in ensuing damages, it is well past time for the entire rail industry – tank car manufacturers and lessors, shippers and the railroads – to address the “Ford Pinto like” DOT- 111 tank cars. It is imperative that the fleet be retrofitted, as these tank cars constitute two thirds of the fleet of rail tank cars carrying ethanol, crude oil and other flammable hazmat on unit trains across our country in ever increasing numbers.

None of the first responder training efforts you mention in your letter address the real issue of the necessity to prevent accidents from occurring in the first place. Clearly, the existing DOT-111 tank cars are a weak link and will remain so for the three-plus decades they will remain in service for the shipment of these flammable hazardous commodities.

Our 2012 PHMSA petition for rulemaking and my comments submitted to FRA & PHMSA last month were based on the findings of the National Transportation Safety Board and its investigation of the rail tragedy in Cherry Valley, Illinois in 2009.

While we understand that most of the DOT-111 tank cars that transport packing groups I and II materials are not owned by the rail industry, they are operated by the rail industry

WWW.BARRINGTON-IL.GOV

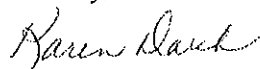
for the transport of explosive and flammable hazmat. It is the rail industry, under the auspices of the AAR's North American Tank Car Committee, which sets the design standards for these tank cars. It is the rail industry that has ignored since 1991 the repeated warnings of the NTSB that these tank cars pose a high risk of rupture in a derailment and ignored the Board's recommendation to improve the standards. It is the rail industry that told regulators in 2011 that the cost of a safety retrofit for these tank cars would amount to about \$15,000 per car. It is the rail industry that created the regulatory "crisis" that now exists in the aftermath of Lac-Mégantic by failing to correct these safety flaws inherent in the DOT-111 decades ago.

While you correctly point out that the overwhelming majority of hazmat rail shipments safely complete their journey, it is the low frequency, catastrophically high impact incident like Lac-Mégantic that could be prevented with a retrofit investment. We have noted in our research on liability surrounding the common carrier obligation of railroads to transport hazmat like ethanol and crude oil, that the rail industry has voiced concern about covering the liability costs of "worst case scenarios" in a catastrophic release of hazmat. Industry has rightfully acknowledged that while the risk is minute, the cost implications are such that a nightmare scenario release could bankrupt even a Class I railroad. One can apply that same logic to a cost-benefit analysis of retrofitting the existing DOT-111's because it would minimize the scope of consequences in a train accident involving these tank cars.

It is for this reason, that we would ask UP to support a retrofit program in comments to PHMSA. By doing so, your company would be a leader in creating momentum for a profound step in the right direction on the rail safety front. As you stated in your letter, "UP is committed to working with you and the Village of Barrington to provide a safe and sound rail operation." Please join us, then, in encouraging the retrofit of the thousands of defective DOT-111 tank cars and assuring real time electronic train consist data to our first responders. In addition to providing job opportunities in the Chicago region given its base for numerous tank car manufacturers, these measures will also greatly enhance the safety of rail employees, cargo, rail infrastructure, residents, and the environment in communities across North America.

We look forward to a continued, strong partnership with Union Pacific.

Sincerely,



Karen Darch
Village President

cc: T. Weisner, Mayor of Aurora, IL
D. Bennett, Executive Director, MMC



Illinois Department of Transportation

Multi-Modal Transportation Improvement Program Public Meetings

Illinois Transportation Secretary Ann L. Schneider today announced that the Illinois Department of Transportation (IDOT) will seek early input into the development of its upcoming Multi-Modal Transportation Improvement Program for fiscal years 2015-2020. Informational and feedback sessions will be held in communities throughout the state.

The public meetings for District 1 area will be held at several locations to give residents and businesses in the area a chance to better understand and weigh in on project priorities over the next five to seven years.

Kane County
Tuesday, October 1, 2013
Hilton Garden Inn St. Charles
4070 E. Main Street (Route 64)
St. Charles, Illinois 60174
3:00pm - 6:00pm

Lake County
Wednesday, October 2, 2013
College of Lake County
19351 W. Washington Street, Building
"C"
Grayslake, Illinois 60030
3:00pm - 6:00pm

McHenry County
Thursday, October 3, 2013
Holiday Inn Crystal Lake Conference
Center
800 South Route 31
Crystal Lake, Illinois 60014
3:00pm - 6:00pm

Will County
Tuesday, October 8, 2013
The Jacob Henry Mansion Estate
20 South Eastern Avenue
Joliet, IL 60433
3:00pm - 6:00pm

North Cook County
Thursday, October 10, 2013
James R. Thompson Center
100 W. Randolph Street

DuPage County
Tuesday, October 15, 2013
Hilton Lisle/Naperville
3003 Corporate West Drive

Chicago, IL 60601
3:00pm - 6:00pm

Lisle, IL 60532
3:00pm - 6:00pm

South Cook County
Thursday, October 17, 2013
South Suburban Mayors and Managers Office
1906 West 174th Street
East Hazel Crest, IL 60429
3:00pm - 6:00pm

Comment sheets will be provided for those in attendance who wish to provide a written statement on the MYP and the statewide bicycle plan. Comments received at this meeting or sent to the IDOT District 1 Office at 201 West Center Court, Schaumburg, IL by November 1, 2014, will be included in the meeting record.

These meetings will be accessible to individuals with disabilities. Anyone needing special assistance should contact Brian Carlson at (847) 705-4080 at least five days prior to the meeting.

Please visit our social media websites:



TODAY'S BROADBAND BULLETINS

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[List of Attendees Now on Conference Home Page](#)
[Click Here](#)

A Sample of Registered Attendees

Mayor Edward Zabrocki <i>Village of Tinley Park, IL</i>	Senior Fellow <i>Aspen Institute</i>	Director <i>Socket Telecom</i>
Director of Telecommunications <i>University of Kansas Medical Center</i>	OPS / IT Manager <i>Illinois Medical District Commission</i>	Outreach Coordinator <i>Blackhawk Hills Regional Council</i>
Economic Development Manager <i>City of Champaign, IL</i>	Assistant Village Administrator <i>Village of Gilberts, IL</i>	CEO <i>KC Digital Drive</i>
Broadband Services Coordinator <i>Iowa Association of Municipal Utilities</i>		

State (SD) Executive
Broadband Manager Director of
Bureau of Information
Information & Technology
Telecommunications South
Suburban
College

Chief Executive Officer
Ontario County Industrial Development Agency

Director, Health & Director
Technology *Southside Broadband*
Engagement *Expansion*
Northern Illinois Collaborative
University

Management Analyst
USDA - Rural Development

Telecom Manager Executive Director
Richmond (IN) Focus Springfield
Power & Light

State Broadband
Policy Coordinator
Connecticut Office of Consumer Counsel

Business Senior Director
Recruitment *National Cable &*
Coordinator *Telecommunications*
Huntley Illinois Association
Economic
Development

Chief Network Architect
Northern Illinois University

Technology Executive Director
Administrator *New Hampshire Fast*
South Suburban Roads
College

Vice Chairman
Partnership for a
Connected Illinois

Public Official Assistant Village
Crawfordsville Manager
Electric Huntley Illinois
Light & Power Economic
Development

Senior Program Officer
Ford Foundation

Board Member Public Official
University of City of Franklin, PA
Illinois - UC2B

Director of
Community Projects
University of Illinois - UC2B

Vice President for Network Services
University Manager
Advancement *State of Illinois /*
Winona State Central Management
University Services

Executive Director
*South Suburban Mayors & Managers
Association*

President
*CALOP / Housing
& Community
Solutions*

Executive Director
*Union County
Economic
Development Corp.*

Senior Network Technician
State of Illinois / Central Management Services

Director
*Bronzeville Visitor
Information
Center*

Director, Network &
Communications
Services
*Northern Illinois
University*

Director, Center for Technology Solutions
University of Wisconsin

Broadband
Development
Group
*Northern Illinois
University*

Center Director
*UW - Extension, Center
for Technology
Solutions*

Director of Utilities
City of Chanute (KS)

Executive Director
SHLB Coalition

President
SCGI Corporation

Electrical Director
City of Rock Falls (IL)

Chairman
*Chicago Southland
Economic
Development
Corporation*

Director of
Information
Technology
Milikin University

City Planner
City of Oak Forest (IL)

Architect
*Hoch Associates,
P.C.*

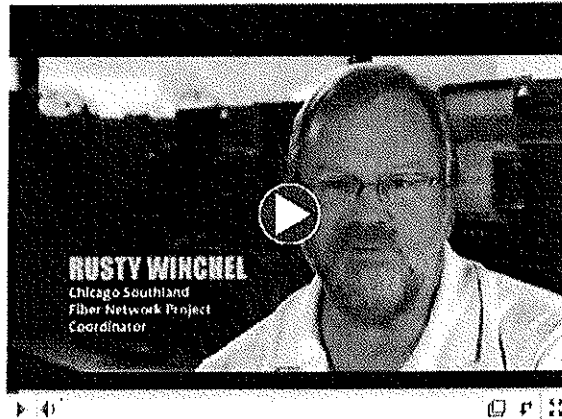
City Manager
City of Decatur (IL)

REGISTER TODAY!

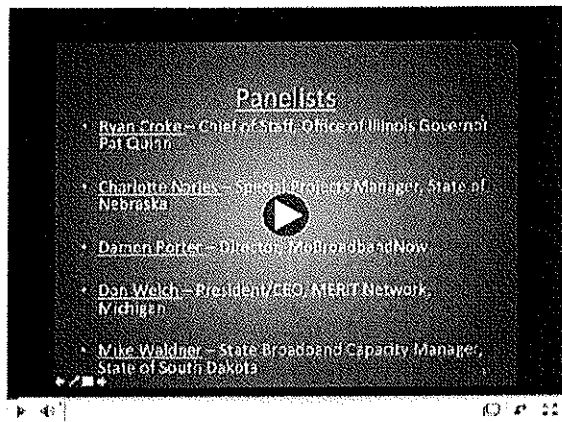
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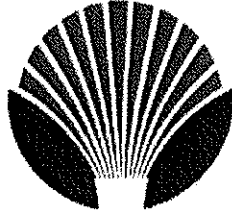
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EMERGENCY COMMUNICATIONS NETWORK
9 Sunshine Boulevard, Ormond Beach, FL 32174

T E L : 866 939 0911
F A X : 386 676 1127
W E B : ecnetwork.com

September 30, 2013

Cindy Pauley, AP Clerk
Village of Steger, Illinois
35 West 34th Street
Steger, IL 60475

Dear Ms. Pauley,

As you may know DeltAlert has been purchased by Emergency Communications Network ("ECN"). We need your help in making a smooth, transparent transition to the new service term.

Enclosed, please find a copy of the renewal agreement with ECN. We are asking that you sign this updated renewal agreement with ECN, which will allow you to lock in your current pricing and service terms for future years. We have based the information in the enclosed document upon information we received from the previous owners of DeltAlert. We welcome any questions you may have regarding the information we used, and would be more than happy to discuss this updated document with you personally.

ECN is happy to announce that it will, free of charge, provide you with ECN's enhanced in-house mapping, a new and improved citizen notification enrollment portal, and cutting edge geocoding services. We will also provide you with access to our turbo feature, which has the ability to launch calls at twice the capacity of your prior DeltAlert system. Once we receive a signed copy, we will countersign, return a copy to you, and notify our client support team that your agreement has been received. In the event you would not care for this upgrade, please call our office to let us know and we can take you off the renewal upgrade list. As you may know, your current agreement with Jacosoft, LLC has already renewed, and the start date of your new term will be **November 16, 2013**. Please review the enclosed ECN renewal agreement, and sign and return by **November 1, 2013** to avoid any interruption in service.

Again, we welcome any questions or concerns you may have during this transition process. To reach any of our staff, we encourage you to call us toll-free at 866-939-0911.

Sincerely,
Contracts Administration Team

JODI BAKER
ACCOUNTING/CONTRACTS ADMINISTRATOR
EMERGENCY COMMUNICATIONS NETWORK

866 939 0911 x 1170
JBaker@ecnetwork.com
www.ecnetwork.com
9 Sunshine Blvd. Ormond Beach, FL 32174

LEANNE SIEGFRIED
GENERAL COUNSEL
EMERGENCY COMMUNICATIONS NETWORK

866 939 0911 x 1208
LSiegfried@ecnetwork.com
www.ecnetwork.com
9 Sunshine Blvd. Ormond Beach, FL 32174

CodeRED[®] / CodeRED Weather Warning[™] / CodeED[®]

CODERED SERVICES AGREEMENT
DeltAlert/ECN Transition Services Agreement

This CodeRED® Services Agreement ("Agreement") is made and effective as of November 16, 2012 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the Village of Steger, a body politic and corporate of the State of Illinois ("Licensee") located at 35 West 34th Street, Steger, IL 60475. The parties agree as follows:

1. Definitions:

a) "Service" means Licensor's CodeRED® Emergency Notification System, which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications regarding matters of public interest and concern to targeted groups via an Internet-hosted software application.

b) "Message" means any notification transferred through the Service by Licensor which is: (i) a verbal communication sent by telephone equal to one minute or less of connection time; or (ii) a text message having one hundred forty (140) characters or less. Any notification which exceeds these limits will count as more than one Message. By way of example: (i) a verbal communication sent via telephone which results in a connected call of three minutes shall equal three Messages; (ii) a verbal communication sent via telephone which results in a connected call of three minutes and one second shall equal four Messages; (iii) a text message which consists of 140 characters shall equal one Message; and (iv) a text message which consist of 141 characters shall equal two Messages.

2. License: Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to five (5) unique System Administrator user name(s) and password(s).

3. Functionality:

a) The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the Village of Steger, Illinois (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

b) Licensor will transfer any contact data previously supplied by Licensee to DeltAlert to be used in the Service. As an added benefit to the Licensee, the Service has the ability to transmit Messages at double the capacity of Licensee's prior DeltAlert system. In the event Licensee desires to double its capacity, it may send Messages using the Turbo feature included in the Service. Licensee understands and agrees that any Messages sent through the Service using the Turbo feature will use 2x the standard amount of Messages, as defined in paragraph 1.b.

4. Costs for the Service: During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid Messages for the Service. Licensee further understands and agrees that whenever Licensee utilizes the Service, those Messages sent by Licensee, as set forth in 1.b, will be deducted from the balance of Messages remaining in Licensee's Messages account or bank. Payment for the Service or additional Messages is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174.

5. Term: This Agreement, and the License extended herein, will continue for a period of two (2) years (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and all Renewal Terms, collectively, the "Term")

or as otherwise set forth herein, Licensee's access to the Service will be terminated and all Messages remaining on account shall transfer solely to Licensor.

6. **Initial Term Message Bank:** During the first year of the Initial Term, Licensee will have access to any Messages remaining in its DeltAlert Message bank (the "Base Amount"). Upon the one-year anniversary of the Effective Date, up to fifty percent (50%) of the Base Amount of Messages will carry over to the following year and Licensor will credit Licensee's Message bank with an additional 15,000 Messages. Licensee may purchase additional Messages from Licensor at any time by contacting Licensor. Messages are not transferable.
7. **Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **two (2) year** period (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement by two (2) additional years at the end of the Initial Term or each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then current Renewal Term.** In the event the Agreement is extended:
 - a) Licensee's Message Bank will be re-set to 15,000 Messages for the first year, with up to 7,500 Messages available to carry over to the second year;
 - b) Licensor will update its systems to extend the active software License and associated access codes for two (2) additional years of use;
 - c) Licensor will invoice Licensee for additional year(s) of Service at the rate of three thousand eight hundred dollars (\$3,800) per two-year Renewal Term which may be paid in annual instalments of one thousand nine hundred dollars (\$1,900) per year; and
 - d) Licensee agrees to pay the fees set forth in this paragraph for all years in the Renewal Term upon receipt of invoice from the Licensor, subject to the terms as set forth in paragraph 4.
8. **Message Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid Messages in Licensee's Message bank. In the event that Licensee exhausts its remaining Messages, Licensor will immediately refill Licensee's Message bank with a block of 1,500 Messages, and will invoice Licensee for this block of Messages at the Additional Message price as indicated in Exhibit A. Licensee shall pay Licensor for all Additional Message blocks upon ROI, subject to the same terms as set forth in paragraph 4. Licensee understands and agrees that it is required to maintain a Message balance in its Message bank at all times, and agrees to purchase Additional Message blocks as needed in order to maintain a positive Message balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its Messages.
9. **Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of Messages in Licensee's account, as calculated by multiplying the remaining Messages by the Additional Message rate set forth on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.
10. **Disclaimer:** Licensor warrants that the Service, or any materials provided by Licensor in association with the Service, does not infringe on any valid and enforceable intellectual property rights of any third party. In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee

understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. Except as otherwise set forth in this paragraph, the Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.

11. **Appropriate Use of The Service:** Licensee agrees to: maintain its user name(s) and password(s) as private and confidential information; to use the Service in a way that conforms with all applicable laws and regulations; and to ensure that no calls are initiated such that the same call is delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee controls message creation, content and delivery; accordingly, Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee, and Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable federal, state, and local laws, and any rules or regulations promulgated thereunder, regarding outbound telemarketing, including but not limited to the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud Abuse and Prevention Act, and laws regarding prerecorded messages and automated dialing. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensor harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.
12. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
13. **Ownership and Copyright:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology. Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
14. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or

business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.

- 15. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 16. Entire Agreement:** Licensee acknowledges and agrees that its prior agreement (the "Prior Agreement") with Jacosoft, LLC for the provision of DeltAlert services was assigned to Licensor. This Agreement supersedes all prior understandings or agreements, including without limitation the Prior Agreement, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.
- 17. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:
- As to Licensor: Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174
As to Licensee: Village of Steger, Attn: Cindy Pauley/AP Clerk, 35 West 34th Street, Steger, IL 60475
- Either party may change the address provided herein by providing notice as set forth in this paragraph.
- 18. General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
- 19. Interpretation, Severability and Survival:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable. Certain obligations set forth herein represent independent covenants by which either party hereto may

be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

20. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
Village of Steger, Illinois

Licensor:
Emergency Communications Network, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Two (2) year Discount CodeRED Service Agreement

\$ 3,800.00

PAID IN FULL THROUGH NOVEMBER 15, 2013
\$1,900.00 DUE ON OR BEFORE NOVEMBER 16, 2013

Up to **15,000** Messages in first year of Initial Term

\$ Included

Up to **7,500** Messages will be available for use during second year of Initial Term
15,000 Messages will be credited during second year of Initial Term

Additional Messages

\$ 0.055 per Message

Email

\$ No Charge

Up to **5** CodeRED System Administrator pass codes

\$ Included

Please contact Licensor regarding additional System Administrator pass codes.

Initial Upload of Licensee Supplied Database

\$ Waived

Commercial and Residential Data Upload

\$ Call for Pricing

One (1) CodeRED distance training session

\$ Included

Additional distance training sessions may be purchased for **\$150.00** per hour (one hour minimum).

Additional in-person training sessions may be purchased for **\$1500.00** per trainer, per day, plus all travel, ground transportation, and lodging expenses.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

Annual System Maintenance, including all Software Upgrades

\$ No Charge

PERSONAL PROPERTY LEASE AGREEMENT

THIS LEASE is made this _____ day of _____, 2013, between the Village of Steger, a Municipal Corporation, of 35 West 34th Street, Steger, IL 60475, (hereinafter "Lessor") and Old Plank Trail Community Bank, N.A., A Wintrust Community Bank, of 20 W. Steger Road, Steger, IL 60475 (hereinafter "Lessee").

Lessor hereby leases to Lessee the following personal property: a historically significant piano worth approximately \$1,500.00, which is hereinafter referred to as "property," (and is furthermore identified by the attached photographic Exhibit "A") on the following terms and conditions:

TERM. The lease term will begin on _____, 2013, for a stated term of one year; such lease shall automatically renew itself each year, for an additional term of one year starting on the anniversary of the original establishment of this lease. At the option of either party, this lease may be terminated at any time and for any reason, provided that written notice of intent to so terminate said lease be given no later than 60 days prior to termination.

LEASE PAYMENTS. Lessee shall pay to Lessor a single installment of \$1.00 per year as consideration for one year's lease term. Said payment shall be made each year to the Village of Steger Village Clerk's Office located at 35 West 34th Street, Steger, IL 60475, not more than 30 days prior to the automatic renewal of the lease term.

LOCATION OF THE PROPERTY. Lessee shall be entitled to the use and possession of the property on the first day of the lease term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease or no later than the 60th day after which notice of termination is given, unless otherwise agreed in writing by both parties. It is the understanding and agreement of the parties that the Lessee shall only use the property at the following location: Old Plank Trail Community Bank, N.A., A Wintrust Community Bank, of 20 W. Steger Road, Steger, IL 60475; Lessee shall not remove the property from this location without the express written consent of Lessor. Lessee agrees not to part with or dispose of the property with the prior written consent of Lessor.

USE OF PROPERTY. It is the agreement and understanding of both parties that use of the property shall be confined to display as a historically relevant artifact being used by Lessee as part of an exhibit of historical significance. Lessee shall take steps to protect said property and shall ensure that said property is not damaged, injured or defaced. Furthermore, Lessee shall be required to place a sign on or near said piano indicating that it is on lease from the Village of Steger. Lessee shall comply with all federal, state and local laws and regulations with regard to Lessee's possession and use of the property.

TITLE TO PROPERTY. Lessor shall retain title to the property. Title to the property shall not pass to Lessee, and Lessee only acquires the right to use the property pursuant to this Lease Agreement. Lessee agrees that the property is and shall remain personal property. Any improvements to the property shall become the property of Lessor.

INSURANCE. Lessee shall, at its own expense and throughout the entire term of this lease and throughout any subsequently renewed terms, insure the property for the sum of \$1,500.00. Lessor shall be named as the loss payee under this policy of insurance, and a certificate of insurance shall be tendered to Lessor at the time Lessee receives the property. In case of loss, the insurance proceeds shall be used to repair or replace the property unless otherwise agreed in writing by Lessor and Lessee.

RISK OF LOSS. Lessee shall bear all risk of loss to the property unless the loss occurs while the property is in the possession of the Lessor. Loss or damage to the property shall not relieve Lessee of its obligations under this lease agreement, including Lessee's obligation to pay rent.

INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless for any and all claims, damages, or proceedings (including all costs, expenses, and attorney's fees) relating to or arising out of Lessee's use or possession of the property.

DEFAULT. If the Lessee fails to make any rental payments, or otherwise fails to comply with the terms and conditions of this lease, Lessor may immediately and without notice take possession of the property without legal proceedings. Furthermore, bankruptcy or insolvency of the Lessee, or any action by a federal or state regulator to take control of the Lessee shall constitute an event of default. Upon Lessee's default of its obligations under this lease agreement, any unpaid rents for the entire term of the lease agreement shall immediately become due and payable.

RETURN OF PROPERTY. At the expiration of the term of this lease, or upon early termination as provided for herein, or upon default by Lessee, Lessee shall return and deliver to Lessor the property in good order and condition.

NO ASSIGNMENTS. Lessee agrees not to part with or assign this lease without the written consent of Lessor.

ATTORNEY'S FEES. If an action is brought to recover the property, or any amount due under this lease agreement, Lessee agrees to pay all costs, including reasonable attorney's fees, incurred by Lessor.

MERGER CLAUSE / FULLY INTEGRATED ENTIRE AGREEMENT. This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by written agreement signed by both the Lessor and Lessee. No modification, waiver or amendment shall be valid unless in writing and signed by the parties hereto.

APPLICABLE LAW. This lease agreement shall be governed and interpreted by the laws of the State of Illinois.

NOTICE AND APPROVALS. Except as otherwise provided herein, all notices and approvals hereunder shall be in writing and except as each party may change its address pursuant hereto, addressed to the parties as follows:

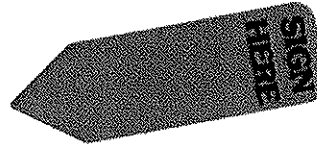
To Lessor: Village Clerk, Village of Steger, 35 West 34th Street, Steger, IL 60475.

To Lessee: Old Plank Trail Community Bank, N.A., A Wintrust Community Bank, of 20 W. Steger Road, Steger, IL 60475.

In Witness Whereof, the parties have set their signatures with the intent of being legally bound.

THE VILLAGE OF STEGER, LESSOR.

By: _____
Kenneth A. Peterson, Jr., Village President

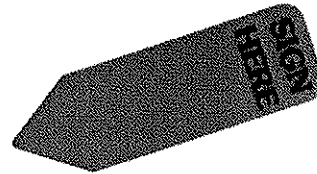


Subscribed and sworn to before me
this _____ day of _____, 2013.

(Notary)

THE VILLAGE OF STEGER, LESSOR.

By: _____
Carmen "Tory" Recupito, Village Clerk



Subscribed and sworn to before me
this _____ day of _____, 2013.

(Notary)

OLD PLANK TRAIL COMMUNITY BANK, N.A., LESSEE.

By: _____
Paul Slade, CFO

Subscribed and sworn to before me
this _____ day of _____, 2013.

(Notary)

GW & ASSOCIATES, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

2617 Chicago Road
South Chicago Heights, IL 60411

Phone (708) 755-8182
Fax (708) 755-8326

Addendum to Audit Engagement Letter

September 26, 2013

To President Peterson and the Board of Trustees
Village of Steger
35 W. 34th Street
Steger, IL 60475

Subsequent to signing our engagement letter dated July 30, 2013 for the audit of the financial statements of the Village of Steger ("the Village") for the year ended April 30, 2013, we became aware of the need to perform additional audit procedures for the Village in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133. These procedures are necessary as a result of the Village's expenditure of \$500,000 or more of federal funds during the year ended April 30, 2013 and therefore requiring a Single Audit.

Except as noted below, the terms of our original engagement letter dated July 30, 2013 will remain in effect.

In addition to the supplementary information noted in the original engagement letter, we will provide an opinion on the Schedule of expenditures of federal awards in relation to the financial statements as a whole.

Audit Objectives

In addition to the audit objectives outlined in our original engagement letter, the objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

Management Responsibilities

In addition to the responsibilities noted in our original engagement letter, management is responsible for the schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the schedule of expenditures of federal awards and that you have reviewed and approved the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

(Continued)

Audit Procedures—Internal Control

In addition to the procedures outlined in our original engagement letter, as required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of GW & Associates, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Federal Emergency Management Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GW & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal Emergency Management Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In addition to the fees outlined in our original engagement letter, our fee for the services outlined in this addendum will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$3,500.

We appreciate the opportunity to be of service to the Village and believe this letter accurately summarizes the additional services we will provide. If you have any questions, please let us know. If you agree with the terms of this addendum, please sign the enclosed copy and return it to us.

(Continued)

In accordance with *Government Auditing Standards* a copy of our most recent external peer review report is attached.

Very truly yours,

GW & Associates, P.C.

GW & Associates, P.C.

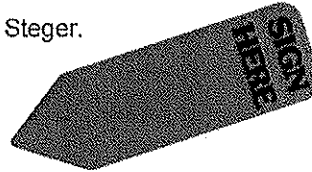
RESPONSE:

This letter correctly sets forth the understanding of the Village of Steger.

Management signature: _____

Title: _____

Date: _____



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on this ~~18th~~ 18th day of September, 2013 (the "**Effective Date**"), by and between Village of Steger on behalf of the Group Health and Welfare Plans of Village of Steger ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164; ("**HIPAA Privacy Rules and/or Security Standards**") and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) "**Security Incident**" shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with systems operations in an electronic information system.

(i) "**Security Rule**" shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) "**Unsecured Protected Health Information**" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of Public Law 111-5.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the

Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to

accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(c) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) ~~Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement; provided however, such cooperation shall not be deemed to excuse Business Associate's adherence to the terms of this Agreement.~~

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to ~~report~~ provide written notice of the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than ~~10~~ 2 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. **Term and Termination.**

(a) ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) ***Termination for Cause by Covered Entity.*** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within ~~30~~ 3 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) ***Termination by Business Associate.*** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) ***Effect of Termination.*** Upon termination of this Agreement for any reason, ~~at the request of Covered Entity,~~ Business Associate shall return or, if agreed to in writing by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and

disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Village of Steger
35 W. 34th Street
Steger, Illinois 60475
708.754.3395
mseehausen@villageofsteger.org

If to the Business Associate:

Gallagher Benefit Services, Inc.
Two Pierce Place, 21st floor
Itasca, IL 60143
Attn: Dave Torri
(630) 285-3950
Dave_Torri@ajg.com

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: _____
Name: _____
Title: _____

COVERED ENTITY:

By: _____
Name: _____
Title: _____

Cynthia A. Pauley

From: Lenny Skrezyna
Sent: Wednesday, October 02, 2013 5:08 PM
To: Cynthia A. Pauley
Cc: Lenny Skrezyna; Mike Sarek
Subject: FW: Money owed to Dyer Girls Softball from 2012 Quad Town Tournament

Hi Cindy,

Can you please put the following email pertaining to payment to Dyer Girls Softball on our next agdnda.

Thanks,

Lenny

From: Dyer Girls Softball [dyergirlssoftball@gmail.com]
Sent: Wednesday, October 02, 2013 2:37 PM
To: Lenny Skrezyna
Subject: Money owed to Dyer Girls Softball from 2012 Quad Town Tournament

Lenny:

Do you have an update on where this stands?

\$1,640.25 from the 2012 Quad town tournament.

Thank you,
Mike McManus
President
Dyer Girls Softball

**LAW OFFICES OF
DENNIS G. GIANOPOLUS**

*18511 Torrence Avenue
Lansing, Illinois 60438*

*(708) 889-9626
facsimile (708) 889-9634*

*Dennis G. Gianopolus
Jacqueline J. Agee
Luciano Panici, Jr.*

Tamra A. Halm, Legal Assistant

September 23, 2013

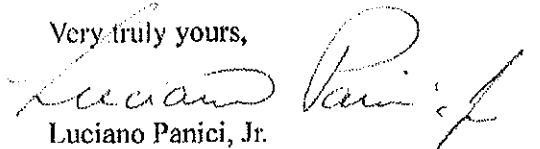
Honorable Kenneth A. Peterson, Jr.
Village Hall
35 W. 34th Street
Steger, IL 60475

Re: *Municipal Prosecutions
Revised Letter of Engagement*

Dear Mayor Peterson:

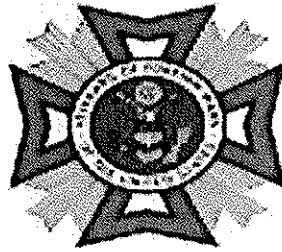
This letter will confirm our conversation of Friday, September 20, 2013, wherein we discussed a change in the terms of my employment as Village Prosecutor. Recall, it had been previously discussed and negotiated that my hourly rate would be \$165.00 per hour for all Village related matters, and that with respect to Village Prosecutions before the Circuit Court of Cook County, that there would be a 4 hour minimum imposed for each occasion. My office had arrived at that number by assuming that since the call was only once a month that it would likely be a heavy call. In reality, the call itself has been much lighter than anticipated. As a result, having an opportunity to revisit the matter, it has been mutually agreed upon that the minimum going forward will be reduced from 4 hours to 3 hours. Therefore, please regard this letter as confirmation of that agreement, and please be further advised that invoices from my office for services beginning for September of 2013 and going forward will reflect this change. Thank you again and should you have any questions or concerns please do not hesitate to contact me at my office.

Very truly yours,


Luciano Panici, Jr.

LP/ns.

RECEIVED
SEP 17 2013
BY: _____



16th District

Veterans of Foreign Wars

3332 S. Chicago Ave.

Steger, IL 60475

Mayor Peterson and Trustees of Steger,

We, the Veterans of Foreign Wars and the VFW Ladies Auxiliary, request the use of Steger Village Hall for a District meeting that will be held on Sunday, November 10, 2013.

We would like to have entry at noon and our meeting would last until approximately 5pm.

Thank You for your consideration in this matter.

Sincerely,

Patti McLeod

Patti McLeod

Steger Ladies Auxiliary President

708-283-0913

available

Police Vehicles

Current pricing through the Suburban Purchase Cooperative

Chevrolet Caprice \$24,000 rear wheel drive V6 existing contract valid through SEP 2014

Chevrolet Tahoe \$26,000 rear wheel drive V8 contract expired, renewal pending spring 2014 for 2015 Models (may still be some 2014's in stock)

Dodge Charger \$22,500 V6 AWD existing contract valid through NOV 2014

Dodge Durango \$28,000 V6 AWD No current contract pricing through Thomas Dodge

Ford Taurus \$23,000 V6 AWD existing contract expires NOV 8 2013

Ford Explorer \$24,500 V6 AWD Same 11/8/13

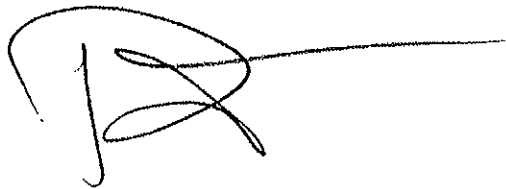
Prices rounded to nearest \$500.00

Memorandum

To: Mayor Peterson and Board of Trustees
CC: Village Administrator and Village Clerk
From: Director of Public Infrastructure Dave Toepper
Date: 10/4/2013
Re: Picnic Tables

I suggest that in the future, all requests for picnic tables to be used on weekdays, after September 1st and in excess of 5 tables per request come to my office from the Village Hall staff for approval.

In the future a spreadsheet will be kept at my office and I will always know when and if tables are available for loan to residents. This will relieve the Board from determining when tables can be loaned. My office will be aware of the number of tables available and the Department's work load at any given time.

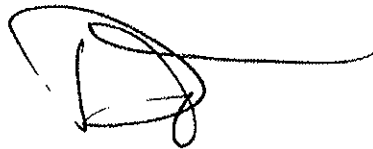
A handwritten signature in black ink, appearing to be 'D. Toepper', with a long horizontal line extending to the right.

Memorandum

To: Mayor Peterson and Board of Trustees
CC: Village Administrator and Village Clerk
From: Director of Public Infrastructure Dave Toepper
Date: 10/4/2013
Re: Housing Court

It is my recommendation that Housing Hearings be suspended through the winter months, as residents are unable to make home repairs in the colder weather.

I further suggest that going forward the Housing Hearings be held April through October on the 3rd Saturday of the month at 9am.





Chicago Southland Chamber of Commerce
 920 West 175th Street
 Homewood, IL 60430

Invoice

Invoice No. 907

Invoicing Date: 03/27/2013

Kenneth Peterson
 Steger, Village of
 35 West 34th Street
 Steger, IL 60475

Member ID: 857
 Invoice Due: 06/01/2013

Description	Qty	Rate	Amount
Renewed Membership Dues 06/01/2013 to 05/31/2014	1.00	540.00	540.00
Total:			540.00
Amt Paid:			0.00
Balance Due:			540.00

RECEIVED
 SEP 19 2013
 BY: CSCOC

VILLAGE OF STEGER
 Fund Charge to Amount
 0100 38901 540⁰⁰
 Trustee membership
 Dept. Head dues

✕

Steger, Village of
 35 West 34th Street
 Steger, IL 60475

Member ID: 857
 Invoice: 907
 Due Date: 06/01/2013
 Total Due: 540.00

Payment Enclosed: \$ 540⁰⁰

Make checks payable to:
 Chicago Southland Chamber of Commerce
 920 West 175th Street
 Homewood, IL 60430

Please verify address and provide corrections below:

Organization Name: _____
 Primary Billing Person: _____
 Mailing Address: _____
 City, State, Zipcode: _____

Convenient online payment option at:
<http://www.chicagosouthlandchamber.com>

Charge:
 VISA American Express
 Mastercard

Card No. _____ Exp. Date _____
 Signature _____ Sec. Code _____



Steger Fire Department

3320 Lewis Ave
Steger Illinois 60475

Phone (708)754-2625 - Fax (708)754-7161



October 2, 2013

Dear Mayor Peterson and Board of Trustees,

We are requesting permission to hold our annual Santa Parade and Food Drive on Saturday November 30, 2013. The parade begins at 9AM at Fire Station #1 at 3320 Lewis Ave. We travel through the streets of Steger collecting food for our Christmas food baskets for the needy residents of Steger.

We are asking all residents to place non-perishable food items in bags at the curb for pick up.

In the past the Steger Fire Department, EMA, Police Department and DPW have participated in this event, we are asking for their help again this year.

Chief Jeff Roesner
Steger Fire Department

Chief Tom Johnston
EMA



Steger School District 194

Administration Offices • 3753 Park Avenue • Steger, Illinois 60475-1818
Phone: (708) 755-0022 • Fax: (708) 755-9512 • Website: www.sd194.org

David G. Thieman
Superintendent

Eric T. Diehl
Business Manager

Paul W. Preuss
Director of Curriculum

Kimberly W. Mahoney
Director of Special Education

September 24, 2013

Mr. Tory Recupito
Village of Steger
35 West 34th Street
Steger, IL 60475

Dear Mr. Recupito:

During the month of October, Columbia Central School wishes to reward its students with the opportunity to eat lunch outside, weather permitting. To ensure we provide sufficient seating, we would like to request the use of twelve village picnic tables.

If you are able to accommodate this request, the tables could be placed on the south lawn of the school near the cafeteria exits and removed at the end of October.

Thank you for your time in considering our request.

Thank You,



Eric T. Diehl
Business Manager

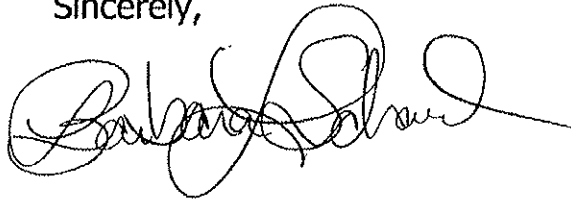
September 25, 2013

Dear Steger Village Board Members,

For the past couple of years Girl Scout Troop 007 has done a Toothpaste and Toothbrush drive, in which we have donated all items to the Steger Christmas Baskets. With your permission, we would like to place a collection receptacle at The Village Hall, as we have in the previous years. We would like to begin our drive on November 1, 2013.

Thank you for taking the time to consider this request for Girl Scout Troop 007.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara L. Schaul', written in a cursive style.

Barbara L. Schaul
Girl Scout Troop 007 Leader

Helping Hands
ILLINOIS

2/15/01

Name of Location: _____ Decision Maker: _____

Street Address: _____ Position: _____

City, State, Zip: _____ Property Mgt: _____

Contact: _____ Property Owner: _____

Phone Number: _____ Phone Number: _____

Decision Maker Signature _____

This agreement simply states that the owner/manager acknowledges that we will place a clothing donation bin at above property and that owner is no way responsible for bin.

By initialing here, you are agreeing to not have any other organizations place bins at this location while our organization is here. _____

SITE DRAWING

Helping Hands Recycling
Joan O'Keefe
815 981-5641

We would like to place a clothing drive container in your parking lot.
We will share profits with your village.

Comments:

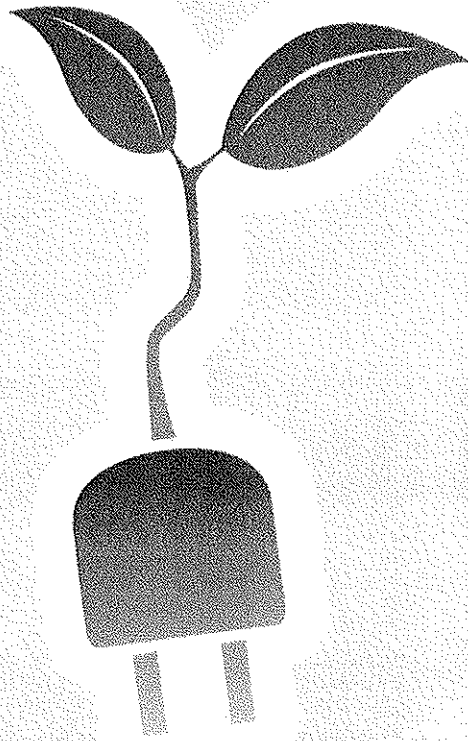
Shopping Center/Plaza Name _____

Site Locator _____

Bin Placed By _____

Date: / /

Date: / /



GOT E-WASTE?

**FREE
ELECTRONICS
RECYCLING**

Households only

**SATURDAY OCT. 19 • 9 A.M. - 1 P.M.
PARKER JR. HIGH SCHOOL PARKING LOT**

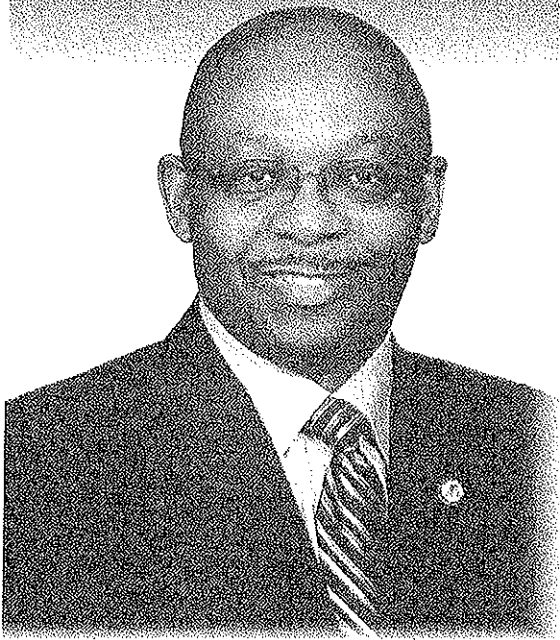
2810 SCHOOL STREET, FLOSSMOOR, IL • ENTER OFF OF FLOSSMOOR ROAD

- Televisions
- CRT Monitors
- LCD Monitors
- Computers
- Computer Parts
- Laptops
- Keyboards & Mice
- Microwaves
- Desktop Printers
- Fax Machines
- Telephones
- Cell Phones
- Game Consoles
- VCRs & Dvd Players
- Handheld Electronic Devices
- Stereos & Portable Devices
- Speakers
- Miscellaneous Items (cables, lights, etc.)

SPONSORED BY THE H-F GREEN TEAM

**Village of Flossmoor, Village of Homewood, H-F Park District,
Flossmoor School District 161, Flossmoor Public Library, Homewood Public Library,
Homewood School District 153 and Homewood-Flossmoor High School
in partnership with Vintage Tech Recyclers, Inc.**

For more information, call the H-F Park District at 708-957-0300.



STATE REPRESENTATIVE

Will Davis

SouthSTAR Services and
Christ First Baptist Church

presents

*Make your identity safer &
our communities greener...*

SAFER. GREENER.

COMMUNITY SHRED DAY AND ELECTRONIC RECYCLING

**Saturday, October 12 • 11 a.m. to 2 p.m.
Christ First Baptist Church • 14441 Loomis Ave. • Harvey**

Help protect your identity!

State Rep. Will Davis invites you to bring documents that contain personally identifiable information to be safely shredded, such as old bank statements, outdated medical records, old tax returns, pay stubs, old bills, receipts, and credit card applications. Please remember to remove all paper clips, staples, and other bindings.

Electronic devices such as Computers, Computer Cables, Modems, Fax Machines, Hard Drives, Keyboards, Mice, Speakers, Monitors, Motherboards, Printers, Servers, Calculators, and Cell Phones are also being accepted for recycling.

This event is free and open to the public.

**For more information, please call Rep. Davis'
Constituent Service Office at 708-799-7300.**



PRINTED IN-HOUSE

