VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

APRIL 21, 2014

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. ROLL CALL
D. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
   Police Department Recognitions
E. MINUTES OF PREVIOUS MEETING
F. AUDIENCE PARTICIPATION
G. REPORTS
   1. Administrator
   2. Department Heads
      a. Public Infrastructure/Code Enforcement Director
      b. Fire Chief
      c. Police Chief
      d. EMA Chief
      e. Community Center Director
      f. HR/Dispatch Director
   3. Attorney
   4. Treasurer
   5. Trustee/Liaison
   6. Clerk
   7. Mayor's Report
H. PAYING OF THE BILLS
I. CORRESPONDENCE

A letter from Oak Forest Mayor Henry Kuspa thanking the Steger Emergency Management Agency for assistance during the May 8th Fleadh, an annual event in Oak Forest held in conjunction with St. Patrick's Day.
J. OLD BUSINESS:

ORDINANCE NO. 1066  AN ORDINANCE REVISING SECTION III OF THE EMPLOYEE
PERSONNEL MANUAL REGARDING PAID TIME OFF
BENEFITS FOR EMPLOYEES HIRED ON OR AFTER
JANUARY 1, 2014 FOR THE VILLAGE OF STEGER.  (Tabled
March 3, 17 & April 7, 2014)

Request from Chief Rambo to fill the Administrative Assistant position that was vacated with the
promotion/job change of Ms. Seehausen to HR Director.  (Tabled March 17 and April 7, 2014)

U.S. Cellular lease amendment (tabled April 7, 2014)

Summer Band Director Edward Fitzgerald requests a budget of $3,300 for the 2014 Summer
Band. (tabled April 7, 2014)

K. NEW BUSINESS:

ORDINANCE NO. 1068  AN ORDINANCE AMENDING CHAPTER 2, SECTION
2-2, OF THE MUNICIPAL CODE OF STEGER,
ILLINOIS ESTABLISHING THE
FISCAL YEAR FOR THE VILLAGE OF STEGER.

RESOLUTION NO.1053  RESOLUTION FOR IMPROVEMENT BY
MUNICIPALITY UNDER THE ILLINOIS HIGHWAY
CODE

RESOLUTION NO. 1054  RESOLUTION HONORING DESMOND BROWN,
EAGLE SCOUT

Presentation by Lou Panici regarding Property at Sauk Trail and Cottage Grove

Presentation by SSMMA Thomas Vanderwoude regarding GIS

Police Chief Greg Rambo requests permission to hire a crossing guard.

CDBG Construction Projects (#13-0620) Morgan, Carpenter and Peoria Streets. Engineering
Agreement and Contract Documents

The American Legion Post 521 requests permission to sell poppies at 34th Street and Chicago
Road on Saturday, May 17th from 8am to 1pm. The American Legion also requests permission to
borrow six safety vests from the Village.

L. ADJOURN TO CLOSED SESSION – to discuss personnel

5 ILCS 120/2 (c) (2) Collective bargaining matters between the public body and its employees or
their representatives, or deliberations concerning salary schedules for one or more classes of
employees, pursuant to Section 2(c)(2) of the Open Meetings Act

5 ILCS 120/2 (c) (1) Appointment, employment, compensation, discipline, performance or dismissal of specific employees, pursuant to Section 2(c)(1) of
the Open Meetings Act

M. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION (If Necessary)

N. 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 7th day of April, 2014 in the Municipal Building of the Village of Steger with President Peterson in the Chair and presiding and Village Clerk Carmen S. Recapito, Jr. attending.

The Village Clerk called the roll and the following Trustees were present: Skrezyna, Kozy, Sarek, Lopez and Perchinski. Also present were HR Director Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Fire Chief Jeff Roesner, EMA Chief Tom Johnston, Police Chief Greg Rambo, Community Center Director Diane Rossi, Village Administrator Mike Tilton and Village Treasurer Ryan Buxton.

A MOMENT OF SILENCE FOR TRUSTEE ANDY BANICKI

AWARDS, HONORS & SPECIAL RECOGNITIONS

None

MINUTES

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

AUDIENCE PARTICIPATION

Steve Thurmond approached the Board and offered his condolences in the loss of Trustee Banicki.

Mr. Thurmond also asked that businesses and apartments be asked to keep trash gondolas cleaned and not overflowing with garbage.

Mark Garrity of 314 Royal Oak asked the Board to look at certain roads in Miller Woods that are in need of repair. Mayor Peterson explained that Public Works is reviewing road conditions and will prioritize a list for needed repairs.

REPORTS

Village Administrator Mike Tilton South Chicago Heights has agreed to allow Steger to use its speed trailer for the quiet zone study on 31st Street. Deputy Police Chief Rossi will take care of the 35th Street crossing.

Mr. Tilton has been attending “Revenue Sharing” meetings for the casinos. It appears that if agreed upon, the Village of Steger would receive an estimated $81,395.00 per year. Steger is 15 of 42 communities that would share in the revenues. All the communities must agree to the revenue sharing before the process continues.
Minutes of April 7, 2014—page 2

Mr. Tilton also reported that House Bill 5485 passed the house and is now off to the Senate for approval. It is recommended that elected officials express opposition to State Senators. The Bill impacts full time fire departments.

Director of Public Infrastructure Dave Toepper had no report.

Fire Chief Jeff Roesner reported that in March, the Fire Department responded to 114 calls; 19 fire and 95 medical calls. The Department gave Mutual Aid 18 times and received it 9 times.

Police Chief Greg Rambo reported that the part time patrolman position is currently on the Village website.

Chief Rambo reported that the Dispatch Center was closed on April 1st. Except for a few minor glitches, the changeover went smoothly. Chief Rambo explained that Steger has always transported its overnight detainees to the Will County substation for transportation to bond hearings. Cook County detainees will be housed at Chicago Heights Police Department overnight. An Intergovernmental Agreement with Chicago Heights will be presented possibly at the April 21st Board Meeting.

EMA Chief Tom Johnston reported that in March, EMA had 8 regular patrols, 5 emergency callouts and 2 mutual aid calls.

Community Center Director Diane Rossi had no report.

HR Director Mary Jo Seehausen had no report.

Village Treasurer Ryan Buxton reported on the period ending March 26th, his report is attached. Budget meetings were held with Department Heads on the 28th. Mr. Buxton thanked all department heads for their assistance in the budget process.

TRUSTEES’ REPORTS

Trustee Skrezyna reported that Comcast installation at the Village Hall and Police Department was March 28th and that April 17 is the scheduled installation day for Public Works and Emergency Management and April 24th for the Fire Department and Community Center.

Trustee Kozy had no report.

Trustee Lopez had no report.

Trustee Sarek reported that the building near the girls’ softball field is in need of attention. Trustee Sarek has made Public Infrastructure Director Dave Toepper aware of the situation.
Minutes of April 7, 2014– page 3

Trustee Sarek asked that in the 2015 fiscal year $1,000 be budgeted for each of the four sports to offset the cost baseball, basketball, volleyball and softball for hardship cases. Trustee Perchinski recommended that the hardships only apply to Steger residents.

CLERK’S REPORT

The Clerk had no report.

PRESIDENT’S REPORT

The Mayor reported that the closing of the Dispatch Center was a difficult choice, but a necessary one. The decision was to consolidate services and remain economically viable. The move will give residents the service they’ve come to expect while saving tax payer dollars.

The new phone system will make the Mayor and Trustees more accessible to residents.

Administrator Tilton and the Mayor are working with the newsletter people and will have newsletter drafts for consideration soon. Mayor Peterson explained that the newsletter is yet another way to be in contact with residents.

Mayor Peterson thanked the residents for their support in the loss of Trustee Andy Banicki. Mayor Peterson asked that residents continue to keep the Banicki family in their thoughts and prayers.

BILLS

Trustee Skrezyna made a motion to pay the bills as listed with one exception. The invoice for $407/17 to CDW should be removed as the item has been returned. Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Skrezyna, Kozy, Lopez, Perchinski and Sarek. Mayor Peterson voted aye. Motion carried.

FIREMEN’S 1ST QUARTER PAYROLL

Trustee Perchinski made a motion to pay the FIREMEN’S 1ST QUARTER PAYROLL. Trustee Kozy seconded the motion. Roll was called and the following Trustees voted aye; Skrezyna, Kozy, Lopez, Perchinski and Sarek. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

Trustee Perchinski summarized the Southeast Commuter Rail Transit District Press Release. Trustee Perchinski reported that money is tight, feasibility is an issue and that there is a lot of freight traffic on the rail- that may be the biggest hurdle. At this time, cannot be sure if the rail line will come to our area.
Minutes of April 7, 2014 – page 4

OLD BUSINESS:

After discussion, Trustee Perchinski made a motion to approve the Recommendation of the Zoning Board of Appeals regarding 500 Food Mart at 500 West 34th Street from B-2 to B-3 zoning based on the drawing that includes additional parking. Trustee Perchinski asked that 500 Food Mart work with Public Infrastructure Director Dave Toepper regarding the landscaping. Trustee Lopez seconded the motion. Roll was called and the following Trustees voted aye; Skrezyna, Kozy, Lopez, Perchinski and Sarek. Mayor Peterson voted aye. Motion carried.

Trustee Lopez motioned that ORDINANCE NO. 1066 AN ORDINANCE REVISING SECTION III OF THE EMPLOYEE PERSONNEL MANUAL REGARDING PAID TIME OFF BENEFITS FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014 FOR THE VILLAGE OF STEGER be tabled. Trustee Skrezyna seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski made a motion to table the Request by Chief Rambo to fill the Administrative Assistant position that was vacated with the promotion/job change of Ms. Seehausen to HR Director. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

After discussion, Trustee Perchinski made a motion to deny Illinois Lincoln Highway Coalition Community Partner Certification. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Skrezyna made a motion to deny the Project Management Masters Certification Program April 15-18. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to accept the resignation of Cornell Hudson from the Fire and Police Commission Board. Trustee Kozy seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski explained that the Village Board does not hire and that it is Fire Chief Jeff Roesner’s decision to accept Monica Harte as a probationary firefighter pending background check and physical examination. Mayor Peterson explained that the Board should “not act on” the hiring of Monica Harte. No action was taken.

Trustee Perchinski made a motion to transfer $4,000.00 from the Corporate Account to the D.A.R.E. for Fiscal Year 2013-2014. Trustee Sarek seconded the motion.

Trustee Perchinski made a motion to approve the request of Public Infrastructure Director Dave Toepper for permission to purchase a new fuel reporting system at a final cost of $6,000.00. Trustee Skrezyna seconded the motion. Roll was called and the following Trustees voted aye; Skrezyna, Kozy, Lopez, Perchinski and Sarek. Mayor Peterson voted aye. Motion carried.
Minutes of April 7, 2014 – page 5

Trustee Lopez made a motion to table the U.S. Cellular lease amendment. Mayor Peterson recommended the amendment be forwarded to the Village Attorneys to attempt to work out with U.S. Cellular. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

After discussion, Trustee Perchinski made a motion to table the Summer Band Director Edward Fitzgerald’s request for a budget of $3,300 for the 2014 Summer Band. Village Administrator Tilton will contact the Village of South Chicago Heights and request a $1,100.00 contribution to the band budget. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Sarek made a motion to approve the request of Steger Little League for its annual parade on Saturday April 26th starting at 11am. Opening Day ceremonies are scheduled immediately following the parade. The parade route will start at the Community Center on Hopkins, north to 34th Street, west to Morgan and north to Hecht Park. All participants will ride in vehicles, no walkers. EMA Chief Tom Johnston approved the route. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

EXECUTIVE SESSION

Trustee Perchinski made a motion to go to Executive Session to discuss Personnel. 5 ILCS 120/2 (c) (2) Collective bargaining matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, pursuant to Section 2(c)(2) of the Open Meetings Act
5 ILCS 120/2 (c) (1) Appointment, employment, compensation, discipline, performance or dismissal of specific employees, pursuant to Section 2(c)(1) of the Open Meetings Act. Trustee Sarek seconded the motion. Roll was called and the following Trustees voted aye; Skrezy, Kozy, Lopez, Perchinski and Sarek. Mayor Peterson voted aye. Motion carried. 7:28pm

8:38pm Roll was called and the following Trustees were present; Skrezy, Kozy, Lopez, Sarek and Perchinski. Mayor Peterson was present.

ADJOURNMENT

There being no further business to discuss, Trustee Perchinski moved that the meeting adjourn. Trustee Skrezy seconded the motion. Voice vote; all ayes. Motion carried. 8:39pm
MEETING ADJOURNED AT 8:40pm.

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk
MARCH 2014 CALLS FOR SERVICE:

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BUILDING DEPARTMENT REPORT

MARCH, 2014

16 NEW PERMITS ISSUED
$ 2,930.00 TOTAL REVENUE COLLECTED ON NEW PERMITS.

11 REPAIR PERMITS ISSUED.
$ 2,323.00 TOTAL REVENUE COLLECTED ON REPAIR PERMITS

1 ELECTRICAL PERMIT ISSUED.
$ 105.00 TOTAL REVENUE COLLECTED ON ELECTRICAL PERMIT.

1 SIGN PERMIT ISSUED.
$ 130.00 TOTAL REVENUE COLLECTED ON SIGN PERMIT.

3 PLUMBING PERMITS ISSUED.
$ 372.00 TOTAL REVENUE COLLECTED ON PLUMBING PERMITS.
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BRTES TRANSPORTATION LTD

13677 06-00-31204 PATCHING 641.53

GALLAGHER MATERIALS CORP

631535MB 06-00-31204 PATCHING 241.68

H.D. SUPPLY WATERWORKS, INC

C213532 06-00-31504 MAINT TO MAINS 1174.08

H.D. SUPPLY WATERWORKS, INC

C233436 06-00-31504 MAINT TO MAINS 159.24

H.D. SUPPLY WATERWORKS, INC

C261319 06-00-31504 MAINT TO MAINS 422.59

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580004 0414 06-00-33100 MONTHLY SERVICE 82.71

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040414 06-00-33200 MONTHLY SERVICE 78.07
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**TOTAL FOR FUND 06** 402.96

**TOTAL FOR FUND 06** 1565.00
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<td></td>
</tr>
<tr>
<td>TOTAL FOR FUND 13</td>
<td></td>
<td>DEPT. 53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** TOTAL MANUAL CHECKS LISTED 19682.59

** TOTAL OF ALL LISTED CHECKS 101787.98
April 8, 2014

Hon. Ken Peterson, Jr.
President
Village of Steger
35 West 34th Street
Steger, IL 60475

Dear President Peterson:

On Saturday, March 8, 2014 the City of Oak Forest and the Oak Forest Chamber of Commerce held a community parade along South Cicero Avenue in Oak Forest, Illinois. This was part of the Fleadh, an annual event in Oak Forest held in conjunction with St. Patrick’s Day.

The logistics of setting up for this parade and concurrent events, such as a 5K run, were staggering and required the help of many organizations outside of Oak Forest.

The people of Oak Forest would again like to thank the Village of Steger for its participation. The volunteers and vehicles you provided helped in traffic control and other operations vital to the success of this event. Steger’s EMA efforts helped make our activities safe and enjoyable for Oak Forest residents and visitors alike.

I would personally like to thank you, President Peterson, for your assistance.

Sincerely,

Henry L. Kuspa, Mayor
City of Oak Forest
ORDINANCE NO. 1066

STATE OF ILLINOIS
COUNTIES OF COOK
AND WILL

AN ORDINANCE REVISING SECTION III OF THE EMPLOYEE PERSONNEL MANUAL REGARDING PAID TIME OFF BENEFITS FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014 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 to adopting employment policies necessary to ensure the efficient operation of the Village; and

WHEREAS, in connection with the foregoing, the Corporate Authorities previously adopted an employee personnel manual (the “Manual”) for the Village; and

WHEREAS, in order to ensure that the Village is able to continue to provide high quality public services despite increasing costs, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village to revise Section III of the Manual to define the vacation time, sick leave, and personal time (collectively, “Paid Time Off Benefits”) to be awarded to full-time (non-exempt) employees hired by the Village on or after January 1, 2014; and
WHEREAS, the revisions to Section III of the Manual shall not affect the benefits awarded to full-time (non-exempt) employees employed by the Village as of December 31, 2013 or employees who are governed by a collective bargaining agreement; and

WHEREAS, the revisions to Section III of the Manual are set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, all other sections of the Manual shall remain unchanged; 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 authorize and adopt revisions to Section III of the Manual to define the Paid Time Off Benefits to be awarded to full-time (non-exempt) employees hired by the Village on or after January 1, 2014 who are not governed by a collective bargaining agreement, 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 authorizes and directs the adoption of the revised Section III of the Manual as set forth on Exhibit A, with such modifications thereto as shall be approved by the President and the Village Attorney. To ensure that the Policy remains current and effective, the Village Board authorizes the President or his designee to make revisions to Section III of the Manual from time-to-time as needed to remain consistent with the intent of this Ordinance. The revised Section III of the Manual as set forth on Exhibit A shall not affect the benefits awarded to employees employed by the Village as of December 31, 2013 or employees who are governed by a collective bargaining agreement. 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.

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.

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

SECTION: 7 Publication.

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

SECTION: 8 Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(SIGNATURE PAGE TO FOLLOW)
PASSED this 21st day of April, 2014.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 21st day of April, 2014.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:
Voting in favor:
Voting against:
Not voting:
SECTION III
EMPLOYEE BENEFITS

A. PAID TIME OFF BENEFITS - FULL-TIME (NON-EXEMPT) EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2014

Full-time, non-exempt employees not covered by a collective bargaining agreement who are hired on or after January 1, 2014 will be awarded “Paid Time Off” as set forth in this Subsection A instead of vacation time, sick leave or personal time. This Subsection A does not apply to individuals employed in full-time, non-exempt positions as of December 31, 2013 or to employees governed by a collective bargaining agreement.

Paid Time Off shall be awarded as of January 1st of each calendar year according to the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1 Year Employees</td>
<td>128 Hours Per Year*</td>
</tr>
<tr>
<td>1 Year &amp; 1 day – 4 Year Employees</td>
<td>168 Hours Per Year</td>
</tr>
<tr>
<td>4 Years &amp; 1 day – 9 Year Employees</td>
<td>208 Hours Per Year</td>
</tr>
<tr>
<td>9 Years &amp; 1 day – 19 Year Employees</td>
<td>248 Hours Per Year</td>
</tr>
<tr>
<td>19 Years &amp; 1 day and Up</td>
<td>288 Hours Per Year</td>
</tr>
</tbody>
</table>

*Paid Time Off shall be awarded on a prorated basis to an employee newly hired after January 1st of any year based on the number of months that he or she will work during the first year of employment.

A maximum of twenty four (24) hours of Paid Time Off may be used without advance approval in the case of emergency or illness. In such cases, an employee shall notify his or her Department Head as soon as reasonably possibly that he or she is using Paid Time Off. All other use of Paid Time Off shall be subject to the Department Head’s advance approval.

Each year employees may carryover a maximum of forty (40) hours of Paid Time Off. On or before November 1st of each year, an employee may submit a written request to the Director of Human Resources to be paid for up to forty (40) hours of accumulated and used Paid Time Off at his or her then-current hourly rate. An employee who is paid out any Paid Time Off shall forfeit his or her right to also carry over any Paid Time Off accumulated in the same calendar year.

Paid Time Off in excess of forty (40) hours that was awarded but not used during the calendar year or paid out as set forth above shall be forfeited.

Accumulated and unused Paid Time Off shall be paid out upon separation from the Village. The Village payroll department will include the payment on the final payroll check of the employee with regular payroll deductions.
B. VACATION TIME – FULL-TIME (NON-EXEMPT) EMPLOYEES EMPLOYED AS OF DECEMBER 31, 2013

This Subsection B applies only to individuals employed in full-time (non-exempt) positions as of December 31, 2013.

Full-time (non-exempt) employees shall accrue vacation leave according to the following schedule:

<table>
<thead>
<tr>
<th>Employees</th>
<th>Rate of Accrual Per Pay Period</th>
<th># of Pay Periods Each Year</th>
<th>Total Hrs. Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1 Year Employees</td>
<td>1.54</td>
<td>26</td>
<td>40</td>
</tr>
<tr>
<td>1 Year &amp; 1 day – 4 Year Employees</td>
<td>3.08</td>
<td>26</td>
<td>80</td>
</tr>
<tr>
<td>4 Years &amp; 1 day – 9 Year Employees</td>
<td>4.62</td>
<td>26</td>
<td>120</td>
</tr>
<tr>
<td>9 Years &amp; 1 day – 19 Year Employees</td>
<td>6.16</td>
<td>26</td>
<td>160</td>
</tr>
<tr>
<td>19 Years &amp; 1 day and Up</td>
<td>7.70</td>
<td>26</td>
<td>200</td>
</tr>
</tbody>
</table>

All employees eligible for vacation benefits should be aware of the following policies:

1. **Vacation accrual** will be calculated per pay period beginning with an employee’s date of employment. Vacation accrual shall continue during vacation, recognized holidays, used sick leave, time off due to occupational disability, and any other paid leave. The maximum number of vacation hours which may be accrued by an employee is an amount equal to one and one-half times the number of vacation hours earned in one year.

2. On the years in which an employee earns an additional forty (40) vacation hours based on years of service, the new accrual factor will begin for the said employee one year prior. This is because an employee is owed those forty (40) vacation hours by his or her anniversary date. However, if an employee terminates employment with the Village of Steger on a vacation transitional year, the said employee will owe the Village all time accrued in advance for that additional forty (40) hours of vacation. The vacation transitional years are as listed:
   
   One year and one day – Two years of employment  
   Four years and one day – Five years of employment  
   Nine years and one day – Ten years of employment  
   Nineteen years and one day – Twenty years of employment

3. Persons not employed full-time will not receive any vacation, unless otherwise provided for in the union contract.
4. When an employee leaves the employ of the Village, the employee will receive his accrued vacation unless money (vacation time) is owed to the Village.

5. No more than two (2) weeks of vacation time may be taken at a time unless authorized by the Department Head.

6. A vacation day(s) or half day(s) may be taken with consent of the Department Head. Vacation time cannot be taken in less than half day increments.

7. On or before March 1st of each year, the employee will advise the Department Head of his/her department of the period he/she desires for vacation, indicating a first and second preference. Vacation schedules based on requests received prior to March 1st of each year will be established on a seniority basis.

8. Department Heads will have final say as to vacation periods but will try accommodating the employees requested time period. Only under an extreme emergency will vacations be granted on an immediate basis.

9. To qualify for vacation pay, a full-time employee must have worked for the Village ninety (90) days.

C. HOLIDAYS

1. All full-time employees will be granted the following paid holidays: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

2. Holidays in which the Village Hall will be closed are set annually by the Village Board. Whenever a holiday falls on Sunday, the following Monday is observed as a holiday. Whenever a holiday falls on Saturday, the preceding Friday is observed as a holiday.

3. To qualify for holiday pay, a full time employee must have worked for the Village ninety (90) days and worked the regular scheduled assigned hours, the day before and the day after said holiday.

D. SICK LEAVE – FULL-TIME (NON-EXEMPT) EMPLOYEES EMPLOYED AS OF DECEMBER 31, 2013

This Subsection D applies only to full-time (non-exempt) employees employed in a full-time (non-exempt) position as of December 31, 2013.

In the event any member of any department is injured or sick, rendering the employee unable or unfit to perform the employee’s normal duties, the employee will be paid the
normal hourly rate, if the employee called or notified the Department Head or Supervisor at least one (1) hour prior to employees’ starting time.

1. All full-time employees will be granted eight (8) sick days, which is (64) hours per year. Sick time will accrue at the rate of 2.46 hours per pay period for each of the 26 pay periods throughout the calendar year.

2. All employees covered by the Union Contract will be granted sick leave according to the terms of the contract. For example, if the Union Contract states that those covered are entitled to nine (9) sick days which is (72) hours, then each employee will accrue at the rate of 2.77 hours per pay period for each of the 26 pay periods throughout the calendar year.

3. Reporting Sick Leave
   a. When reporting absence the employee will report to the department head in charge of the said department. He/she will state the reason for absence and a telephone number that he/she can be reached at during his/her absence (pager number not acceptable).
   
   b. When an employee reports an absence from work and when completing his/her payroll sheet, the date of absence must be reported.
   
   c. Any employee that calls in sick on three (3) consecutive days must furnish the department supervisor with a doctor’s certificate indicating that the employee is a patient, and indicating that the doctor observed the said employee during the three (3) day sick period. The certificate will also state when the employee may return to work. Failure to present said statement shall be cause for denying sick pay.

4. If an employee does not use many sick days, he or she may accumulate up to sixty (60) days. Unused sick leave will be compensated for at the time of resignation or dismissal of an employee in the following manner:

   a. Upon retirement or termination of employment, the employee may request in writing his/her sick days at $2.00 per hour.
   
   b. For an employee leaving the Village employment with ten years or more of service, he/she will be eligible for compensation for one-half of the unused, accumulated sick days, at the employees regular rate of pay, with a maximum accumulation of sixty (60) days.
   
   c. For an employee retiring from Village employment with twenty years or more of service, he/she will be eligible for
compensation of all accumulated sick days, at the employee’s regular rate of pay, with a maximum accumulation of sixty (60) days.

The Village payroll department will include the payment on the final payroll check of the employee with regular payroll deductions.

5. Lost Time Due to Job Connected Illness or Injury

a. The Village maintains workman’s compensation insurance to cover job-related illnesses or injuries.

1. For the first three (3) days of such lost time, (if not payable under workman’s compensation) sick leave or unused vacation time may be used unless otherwise covered by the union contract.

2. An immediate report must be made to the department head of any injury or illness no matter how slight. If the employee does not file this incident report when the incident occurs he/she will receive one day off without pay unless employee is incapacitated by the incident.

3. Arrangements should be made for medical treatment in compliance with Illinois Law.

4. Failure to report an illness or injury may be cause for the loss of all benefits and for termination of employment.

5. Failure to report for scheduled physical examination may be cause for loss of workman’s compensation benefits a for termination of employment.

6. Filing a false report of an illness or injury is looked upon as a serious breach of policy and may cause immediate termination of employment.

7. When determination is made by the attending doctor or doctor chosen by the Village of Steger’s Insurance Company that indicates that the employee can be released for light duty. It is the policy of the Village of Steger that light duty, whenever possible shall be provided, and the employee shall be required to return to work.
6. Any full-time employee that takes a sick leave for ninety (90) days or more caused by a disabling injury or illness while off duty shall have his monthly medical insurance premiums paid for by the Village of Steger for the first ninety (90) days. After expiration of the first ninety (90) days the employee will have the option of paying the premium while on sick leave for a period not to exceed eighteen (18) months (COBRA).

7. A full-time employee who takes a sick leave for a disabling injury or illness incurred outside of their employment will be granted an opportunity to return to his or her former job in the event that the disability does not exceed ninety (90) days. During the period of the ninety (90) days the Village will have the right to receive medical reports relating to the continuing disability and obtain an independent evaluation at its own expense to determine if the disability is continuing.

E. PERSONAL TIME - FULL-TIME (NON-EXEMPT) EMPLOYEES EMPLOYED AS OF DECEMBER 31, 2013

This Subsection E applies only to individuals employed in full-time (non-exempt) positions as of December 31, 2013.

Full-time employees will be awarded three (3) days, which is twenty-four (24) hours, per year (includes birthday holiday). This time may be carried over and the employee may accrue a maximum of forty (40) hours. Personal time may be taken with the Department Heads approval with no less than a twenty-four (24) hours’ notice unless an emergency arises.

If personal time is to be used in combination with vacation time, this must be requested with the vacation request. If personal time is utilized in conjunction with two (2) sick days, then the Village will not have the right to demand a doctor’s note before returning to work unless the Village has evidence that the employee was not ill or was working another job.

Effective 01/01/05, one (1) day, which is eight (8) hours of personal time was added in lieu of an Employee’s Birthday as a holiday. The birthday holiday was removed from the holiday pay schedule to facilitate bookkeeping. Employees are encouraged to take their birthday off as paid personal time.

F. BEREAVEMENT LEAVE

Full-time employees will receive three (3) days of leave with pay in the event of death in the immediate family. For the purposes of this provision only; “immediate family member” means the employee’s father, mother, sister, brother, child, step-child, spouse, grandparent, grandchild, mother-in-law or father-in-law, son-in-law or daughter-in-law. Employees needing additional time may request personal days or vacation days be added to the family absence.
G. JURY DUTY/WITNESS DUTY

1. All full time employees shall receive their regular full pay for absence from scheduled work due to jury duty. Employees testifying as a witness at the request of the Village of Steger or pursuant to a subpoena to matters related to their employment with the Village of Steger also shall receive full pay for such time in addition to reimbursement for associated travel costs such as tolls, mileage, train passes or parking.

2. No employee shall receive pay for time away from work while testifying as a witness in a case filed by that employee against the Village of Steger. Additionally, there will be no Village reimbursement for travel cost associated with such court proceedings.

3. The employee will give reasonable advance notice in writing to the Village of the intended absence. Failure of notification to the Village is cause for nonpayment of hourly wages by the Village.

4. Any compensation received for the Jury Duty will be turned over to the Village by the attending employee.

H. FAMILY AND MEDICAL LEAVE ACT

The Village of Steger is committed to comply with the regulations governing the Federal Family and Medical Leave Act (FMLA).

The FMLA requires public agencies to provide up to 12 weeks of unpaid, job-protected leave during any 12 month period in conjunction with benefit time earned to eligible employees for certain family and medical reasons. All Village employees who have been employed for at least one year and have worked at least 1250 hours during the 12 month period preceding the leave will be eligible for the leave benefits provided by the FMLA. This time off will be granted as requested and certain conditions are met, with no loss of accrued benefits or loss of seniority.

The Village of Steger will grant FMLA leave to employees for one or more of the following reasons; after the birth or adoption of a child, to care for a seriously ill child, spouse, or parent, or in the case of the employee’s own serious illness. At the employee’s option, certain kinds of paid leave may be substituted for unpaid leave.

Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

For the duration of FMLA leave, the Village will maintain the employee’s medical insurance coverage under the current “group health plan”, under the conditions that coverage would have been provided if the employee had continued working. In some
cases, the Village may recover premiums paid for maintaining an employee’s health coverage if the employee fails to return to work from FMLA leave.

I. MATERNITY/PATERNITY LEAVE

An employee may work during the later stages of pregnancy provided that working will not prove injurious to her health.

The Village offers maternity/paternity leave to employees who have been employed for at least one year and who have worked at least 1250 hours during the 12-month period preceding the leave. The eligible employee may take maternity/paternity leave within 12 months of a birth, adoption or placement of a foster child. This leave will allow a qualified employee up to three months of leave and will fulfill the Village’s obligations under FMLA.

An employee utilizing maternity/paternity leave may utilize available sick time during the three month leave. An employee may also utilize other benefits time within the guidelines of those benefits (i.e. vacation, personal days and compensatory time). The employee may take all or part of the maternity/paternity leave without pay if benefit time is exhausted. An employee may take less than three months of leave, but may not return to work until, in the case of a birth mother, she has a “fit-for-duty” release from her physician.

The Illinois Municipal Retirement Fund (IMRF) offers disability payments for pregnancy. Employees who expect to take maternity leave should check with the Village’s IMRF Representative to file appropriate disability forms with IMRF. Failure to notify IMRF may prohibit an employee from receiving disability benefits.

If an employee takes maternity/paternity leave without pay, the Village will continue to pay the health/life insurance premiums (at the same percentage as all other employees) of the employee and his/her family. To the extent that an employee is able to take paid leave all benefits will remain the same (i.e. vacation time will be earned, insurance premium payments will be made).

During this leave an employee, either salaried or hourly, may, at the discretion and mutual convenience of his/her supervisor, work on a part-time basis.

J. GENERAL LEAVE OF ABSENCE WITHOUT PAY

For extraordinary reasons, and upon employee request, a Department Head may recommend the granting of a leave of absence without pay for up to three (3) months. One month extensions may be granted with the approval of the Village Board up to a maximum of six months. An employee must have completed at least one year of service with the Village to be granted a general leave of absence without pay and no more than one leave of absence without pay will be granted within a twelve (12) month period. For the duration of a general leave of absence without pay, insurance benefits will be maintained as stipulated under Section G “Family and Medical Leave Act".
K. RESERVE TRAINING

Full-time employees who are members of a reserve component of the Armed Forces or National Guard and who are fulfilling a compulsory or voluntary military obligation shall be allowed a paid leave of absence, to participate in annual field training or emergency duty for a period not exceeding fifteen (15) work days during any calendar year. The pay rate of the employee during such leave will be the difference between his or her regular pay rate and the total amount of compensation, less allowance for travel, lodging, and food received for the training. An employee's vacation leave will not be affected by the military training leave granted to the employee. The Village will comply with the Local Government Employees Benefits Continuation Act, 50 ILCS 140/1 which applies to the mobilization of any employee reservist to active military duty by order of the President of the United States.

L. EDUCATIONAL ASSISTANCE AND TRAINING

1. Education Assistance

Any full-time employee wishing to take educational courses that are job-related and designed to improve job skills may request the Village to contribute to the cost of his/her education.

Education Assistance is available to full-time employees who have successfully completed their probation period. Participation in the Education Assistance Program will be determined by applicability of the course work to the employee's position and availability of funds.

Tuition reimbursement shall be comparable to public, state colleges or universities. Employees wishing to attend more expensive educational institutions shall be responsible for paying the difference.

The Village will reimburse the employee participating in a pre-approved program for up to nine semester hours per fiscal year. Tuition will be refunded upon completion of the course, if the employee earns at least a "C" or a passing grade in a Pass/Fail situation.

The employee's Department Head must approve the Educational Assistance reimbursement arrangement 30 days before the class begins.

2. Training

The Village will attempt to provide in-service training necessary to increase or maintain each employee's ability to perform his or her job. Training will be provided for paid-on-call (POC) firefighters, part-time and full-time employees on an as needed basis.
The Village Board determines if special training is required for job performance where in-service training is not practicable. Such training is provided at the Village’s expense.

3. Conferences

Expense money will be advanced for conferences if attendance is approved by the Board of Trustees. Employees must return, to the Village Clerk, an itemized expense account sheet. Each case will be handled individually upon the advice of the Department Head.

M. HOSPITAL AND MEDICAL INSURANCE

The Village will provide a Group Health Insurance Plan to employees and their dependents. All regular full-time employees, employees working a minimum of thirty (30) hours per week and all elected officials are eligible for health insurance. The Village will provide supplemental coverage for employees or elected officials who are eligible for Medicare. The employee’s share of the health or supplemental premium is determined annually.

N. RETIREE’S AND DISABLED EMPLOYEES’ HEALTH INSURANCE

Former full time employees and elected officials receiving a retirement annuity or disability benefit under the Illinois Municipal Retirement Fund or the Police Pension Fund may elect to continue their health insurance coverage under the Village’s group plan. Former full time employees and elected officials shall be eligible to receive such continued health insurance coverage beginning on the date that they retire from active service or become disabled, whether or not they immediately begin to receive their pension. A retired or disabled employee shall be deemed to have waived his or her right to such continued health insurance coverage if he or she does not elect coverage in the manner required by applicable law within fifteen (15) days after receiving notice of eligibility.

A retired or disabled employee electing to continue health insurance coverage shall be required to pay one hundred percent (100%) of the cost of the premium for such coverage. The premium charged to the retired or disabled employee shall be the same premium rate from time-to-time charged for equivalent coverage provided under the Village’s group policy insuring active employees. A retired or disabled employee’s election to continue health insurance coverage shall include coverage for the retired or disabled employee and, unless the employee elects otherwise, his or her dependents who were insured under the Village’s group plan on the day immediately preceding the employee’s retirement or date of disability.

Provided that a retired or disabled employee, or his or her surviving spouse as applicable, continues to pay the required premium, health insurance coverage under the Village’s group plan shall continue until the occurrence of one of the following:
a) The retired or disabled employee returns to active service with the Village in a position eligible for participation in the same pension fund from which the employee retired or was deemed disabled;

b) The retired or disabled employee loses pension benefits under the Illinois Pension Code;

c) The retired or disabled employee becomes eligible for Medicare coverage if the Village's group plan provides for the discontinuation of coverage for active employees eligible for Medicare coverage; provided however, if the Village's group plan provides for supplemental coverage for active employees eligible for Medicare coverage, then the retired or disabled employee may continue to receive benefits under such supplemental coverage; or

d) The later of: (i) the death of the retired or disabled employee or (ii) the death or remarriage of the employee's surviving spouse if the surviving spouse is entitled to a surviving spouse's monthly pension under the Illinois Pension Code.

This Section summarizes the rights provided by Article XX of the Illinois Insurance Code to retired and disabled employees, sometimes referred to as the Municipal Employee's Continuance Privilege law. This Section is not intended to modify any rights provided under applicable law and, unless supplemented by a collective bargaining agreement, the provisions of applicable law shall in all instances control and govern.

Nothing in this Section shall affect an employee's health insurance continuation rights provided by the Consolidated Omnibus Budget and Reconciliation Act (COBRA) or other applicable law.

O. DENTAL INSURANCE

Dental insurance, when available in conjunction with the Village’s Group Health Insurance, will be provided at no additional premium to the employee. Employees who elect not to enroll in the Village’s Group Health insurance may purchase Dental Insurance at a cost of 12% of the Village’s monthly premium. Enrollment will be through payroll deduction and only available at the annual open enrollment period.

P. OPTICAL INSURANCE

Optical insurance, when available in conjunction with the Village’s Group Health Insurance, will be provided at no additional premium to the employee. Employees who elect not to enroll in the Village’s Group Health insurance may purchase Optical Insurance at a cost of 12% of the Village’s monthly premium. Enrollment will be through payroll deduction and only available at the annual open enrollment period.
Q. LIFE INSURANCE

All full-time employees will be provided with a $25,000.00 life insurance policy. Union contract employees will be provided with life insurance equal to one year’s salary with a minimum of $25,000.00.

R. WORKERS’ COMPENSATION

Any full-time or part-time employee (includes paid-on-call (POC) firefighters) who incurs an illness or injury as the result of job related duties shall be entitled to workers’ compensation benefits in accord with the Illinois Workers’ Compensation Act. Employees will receive 66 2/3 pay under Workers’ Compensation. See page 8, number 5 “Lost Time Due to Job Connected Illness or Injury”.

Nothing in this section shall preclude the Village from requiring that the employee return to work on a light duty basis if a physician certifies that the employee is capable of performing such light duty.

S. RETIREMENT FUNDS

Municipal employees may be required to participate in one of two distinct pension funds: Police Pension Fund for Police Officers; and Illinois Municipal Retirement Fund for all other employees who are expected to work more than 600 hours in a year. IMRF employees are also covered by Social Security; police officers are not.

T. DISABILITY INSURANCE

1. Fire and Police Pension Disability

   The Fire and Police Pension Board reviews disability requests based on doctor evaluations and nature of injury.

2. Workers’ Compensation Disability

   An employee or his/her survivors are eligible for Workers’ Compensation benefits, if death or disability results from an occupational illness or injury. In cases of disability, Workers’ Compensation will pay all reasonable medical expenses related to the injury. It will also provide a percentage of the weekly wages earned by an employee.

   Sworn Police Officers are entitled, according to the State Statute, to a full year’s regular pay, if injured in the line of duty, per 5 ILCS 345/1.

3. IMRF Disability Insurance
IMRF provides two types of disability benefits: (1) temporary, and (2) total and permanent. Temporary disability benefits are paid when a member is unable to perform the duties of any position which might reasonably be assigned by the current IMRF employer. Whenever IMRF awards disability benefits, the initial classification is temporary, regardless of the severity of the disability. Total and permanent benefits are paid after temporary disability benefits have expired and if the member is unable to engage in any gainful activity for any employer.

Temporary Disability Benefits are paid for a period of time equal to one-half of an employee’s credited service, but not more than thirty (30) months. For example: if an employee has one year of service, six (6) months are payable. With five or more years of service, thirty (30) months of benefits are payable, provided an employee is disabled that long. IMRF disability benefits are not paid for the first 30 consecutive calendar days of disability. Disability benefits begin on the 31st day following the date of disability, provided pay from the employer has stopped.

Total and Permanent Disability Benefits are payable when an employee has used up all temporary disability benefits, is unable to engage in any gainful activity whatsoever, and the disability is expected to result in death or be of a long and continued duration.

The entire cost of providing IMRF disability benefits, and the cost of continuing pension credits and death benefits coverage for a disabled member, is paid by the Village. Employee contributions are not used to fund disability benefits.

U. MILEAGE REIMBURSEMENT AND CAR ALLOWANCES

When a Department Head authorizes use of employees’ cars; such expense will be reimbursed at the current mileage reimbursement rate set by the IRS.
Site Name: Steger DT

Site No. 8831167

GROUND LEASE

This Lease is made and entered into as of the 14th day of July, 2005, by and between Village of Steger, 35 West 34th St., Steger, IL 60475, (hereinafter referred to as "Landlord"), and United States Cellular Operating Company of Chicago, LLC, a Delaware LLC., Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Tenant").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Option to Lease.** (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

   Approximate dimensions: 25' x 50'

   Approximate square footage: 1250

   Location: 3601 Hopkins Avenue, Village of Steger, Will County, Illinois (See attached Legal).

   (collectively the "Leasehold Parcel") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property as further described in Exhibit A attached hereto.

   (b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as “Governmental Approvals”), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord’s title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on
account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant’s inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of $1200.00 upon full execution of this Agreement. The Option will be for an initial term of six months (the “Initial Option Term”) and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional $2400.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. **Grant of Easement Parcel(s).** Landlord hereby grants to Tenant an Access easement 20 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width to the nearest suitable utility company-approved service connection points. As further described in Exhibit “A” attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. **Grant of Easement Rights.** To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel(s); (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcel, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the “Premises.”

4. **Survey / Site Plan.** Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

5. **Use of the Premises.** Tenant shall be entitled to use the Premises to construct, operate, modify (excluding any Tower replacement unless Landlord has consented to such replacement) as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited 24/7 access to the site.
6. **Term of Lease.** In the event Tenant exercises the Option, the initial lease term will be Five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the 5th annual anniversary of the Commencement Date occurred.

7. **Option to Renew.** The term of this lease shall automatically extend for up to Five additional terms of Five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant’s intention to terminate the lease at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. **Option to Terminate.** Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant’s exercise of this option and paying Landlord the amount of three months rent then in effect as liquidated damages.

9. **Base Rent.** Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of $1350.00 per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. **Adjusted Rent.** On every the annual anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100. (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

11. **Possession of Premises.** Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. **Utilities.** Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant’s operations.

13. **Property Taxes.**
(a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant’s commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord’s property tax bill received after the first assessment date following Tenant’s completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor’s parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord’s demand therefor, provided that Tenant’s proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord’s property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord’s requests to Tenant for contribution or reimbursement of property taxes should be addressed to U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. All requests must be accompanied by a copy of Landlord’s tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant’s proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord’s real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant’s leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord’s taxes which it was not Tenant’s obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Tenant shall not increase the size of the Tower as depicted in Exhibit ‘A’ without the prior written approval of the Landlord.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant’s presence upon Landlord’s lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party’s own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant’s work.
and operations upon Landlord's lands. Tenant shall provide Landlord a certificate of insurance naming Landlord as an additional insured within ten (10) days of the Commencement Date.

17. **Monetary Default.** Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. **Opportunity to Cure Non-Monetary Defaults.** If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. **Assignment of Lease by Tenant.** This Lease and the Premises hereunder shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

20. **Subleasing.** Tenant shall have the right to sublet tower space upon the Premises to subtenants provided that any subtenant(s) enter into a separate agreement with the Landlord.

21. **Execution of Other Instruments.** Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. **Removal of Improvements.**

(a) The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove any aboveground Improvements from the Premises and restore the Leasehold Parcel to its original condition, normal wear and tear excepted and excluding any foundations more than one foot below grade.

(b) Prior to Tenant commencing construction of the Site, Tenant shall deliver to Landlord a Performance Bond in the amount of $20,000.00 to secure the removal of Tenant's equipment.
upon the Premises. Upon Landlord’s receipt of said Performance Bond, Landlord hereby confers upon Tenant the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof.

23. **Quiet Enjoyment.** Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant’s enjoyment thereof as long as Tenant is not in default under this Lease.

24. **Subordination.** Intentionally Deleted

25. **Environmental Warranty.** Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

26. **Compliance with FCC Radio Frequency Requirements**

(a) It shall be the responsibility of the Tenant to ensure that Tenant’s use, installation, or modification of Tenant’s Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site including Tenant’s Equipment, Landlord’s equipment and all other transmitting equipment at the Site to exceed those levels permitted by the Federal Communications Commission (“FCC”). Landlord shall require other communications users of the Site, including without limitation, Landlord and any party or entity which uses, leases or occupies any portion of the Tower (collectively, the “Users”) to bear the same responsibility.

(b) Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to RF radiation which place the Site in non-compliance, Tenant will cooperate with Landlord and other Users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance with other Users that are not attributable to any User; provided that Landlord agrees that each of the Users shall be treated equally and no Users shall be disproportionately impacted by any such reconfiguration.

27. **Attorney’s fees.** Intentionally Deleted

28. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
29. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

31. **Non-binding until Full Execution.** Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

Village of Steger

By: Louis Sherman

Printed: Louis Sherman

Title: Village President

SS or FEIN #: 36-6006111

Phone: 708-754-3395

TENANT:

United States Cellular Operating Company of Chicago, LLC

By: [Signature]

Printed: [Signature]

Title: Vice President
STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Michael Carnaou (and) ________________________, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 1st day of August, 2005.

[Signature]
Notary Public

My commission expires 8/23/07

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that (name) Louis Sherman, (title) Village President of Steger, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Landlord limited partnership, for the uses and purposes therein stated.

Given under my hand and seal this 14th day of July, 2005.

[Signature]
Notary Public

My commission expires 7/15/08
Exhibit ‘A’
Description of Leasehold Parcel

Address:
3601 Hopkins Avenue, Steger, IL 60475

PIN:
15-04-121-049

Legal Description:

A PORTION OF LOTS 46 AND 47, IN BLOCK 11, IN KEENEY’S PARK ADDITION TO COLUMBIA HEIGHTS, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 4, IN TOWNSHIP 34 NORTH, AND IN THE PLAT THEREOF RECORDED JULY 31, 1893, IN PLAT BOOK 4, PAGES 92 AND 93, AS DOCUMENT NO. 174898, IN WILL COUNTY, ILLINOIS
Exhibit 'A' Continued

Attached Hereto

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including Police and Fire Departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.
5. Actual Utility Easements may be subject to change due to availability of services and requirements of servicing Utilities.
6. Both parties agree to cooperate with applicable governmental jurisdiction's reasonable requests that affect site plan and easements. Said cooperation shall not be unreasonably withheld, conditioned or delayed.
From: Amber Munday [mailto:munday@diglawgroup.com]  
Sent: Friday, April 04, 2014 11:12 AM  
To: Mike Tilton  
Subject: FW: US Cellular Lease w/ Steger - 3601 Hopkins Ave #8831167  

Mike –

We have reviewed US Cellular’s request and clarified a couple of issues with Mr. Maguire. What they are asking for is an amendment that would allow US Cellular to sublet its leased space on the Hopkins Avenue tower to Sprint. The existing US Cellular lease would continue with all other terms remaining the same. US Cellular would continue to be responsible for paying rent, maintaining insurance, and performing all other obligations under the existing agreement.

The Village, of course, has the right to refuse to grant the amendment. If the Village refuses, then Sprint would have to enter into a separate agreement with the Village to use the cell tower space.

Unless you have other concerns, my suggestion is to submit the amendment to the Board for its review and approval (if they deem appropriate).

Amber L. Munday, Esq.  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue  
Berwyn, Illinois  60402  
Tel: 708-222-7000 ext. 243  
Fax: 708-222-7001

THIS IS A CONFIDENTIAL COMMUNICATION: The preceding e-mail message contains information that is confidential. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender at 708-222-7000 ext. 243. The unauthorized use, dissemination, distribution or reproduction of this message is strictly prohibited. Unintended transmission does not constitute waiver of the attorney-client privilege or any other privilege.

Unless expressly stated in this email, nothing in this message should be construed as a digital or electronic signature.
Amber,
Can you please review. I will be forwarding another email also.
Thanks
Mike

From: Brian Maguire [mailto:brian@maguiredevcorp.com]
Sent: Monday, February 03, 2014 10:06 AM
To: Mike Tilton
Subject: US Cellular Lease w/ Steger - 3601 Hopkins Ave #8831167

Mr. Tilton,

I worked with the Village a number of years back when US Cellular and the Village entered into the Lease Agreement for the Cell Tower at 3601 Hopkins. I am still representing US Cellular and as you may be aware they sold their wireless spectrum to Sprint in this market. I am contacting you on behalf of US Cellular and would like to discuss this lease with you. Please contact me at your earliest convenience.

Thank you,

Brian Maguire
Maguire Development Corporation
Ph.: 312-907-8802
Fax: 847-729-8240
email: bmaguire@maguiredevcorp.com
FIRST AMENDMENT TO GROUND LEASE A DATED JULY 14, 2005

This First Amendment ("First Amendment"), made this ____ day of ______________, 2014, modifies that certain Ground Lease (the "Lease") dated July 14, 2005, by and between Village of Steger, having an address at 35 West 34th, Steger, Illinois 60475, hereinafter referred to as “Landlord,” and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant.”

WHEREAS, Landlord and Tenant entered into that certain Ground Lease dated July 14, 2005, whereby Landlord leased to Tenant certain premises described therein, together with any and all other space currently utilized by Tenant (the “Premises”), that are a portion of the property located at 3601 Hopkins Avenue, located in the Village of Steger, County of Will, State of Illinois (the “Landlord’s Parcel”); and

WHEREAS, Tenant has sold its wireless spectrum to Sprint Spectrum L.P., and Tenant no longer operates on FCC licensed frequencies within the Chicago MSA, including the Village of Steger; and

WHEREAS, Sprint Spectrum L.P. desires to utilize Tenant’s Improvements for the purpose of operating a wireless communications facility on Landlord’s Parcel; and

NOW, THEREFORE, in consideration of the terms of the Lease and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

I. Paragraph 20. Subleasing is hereby deleted in its entirety and replaced with:

20. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord’s consent provided that any future sub-tenant (sub-lessee) of the tower enter into a separate ground lease agreement with the Landlord. Notwithstanding the following, the Tenant shall have the right to sublet or license all or any portion of Tenant’s Improvements, including but not limited to the Tower, along with rights for ingress, egress, or the placement of lines across the Premises to Sprint Spectrum L.P. without Landlord's consent or the need for Sprint Spectrum L.P. to enter into a separate agreement with the Landlord.

II. All capitalized terms used herein that are not defined in this First Amendment shall have the meaning ascribed to them in the Lease.

II. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

[END OF DOCUMENT - SIGNATURE PAGE follows]
IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the last signature date below.

LANDLORD:

Village of Steger

By: ___________________________

Printed: _______________________

Title: _________________________

Date: _________________________

TENANT:

United States Cellular Operating Company of Chicago, LLC

By: ___________________________

Printed: _______________________

Title: Vice President

Date: _________________________
STATE OF _____________________________

COUNTY OF __________________________

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ________________________________, (title) ________________________________, for Village of Steger, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing First Amendment, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ___ day of ______________________, 2014.

______________________________
Notary Public

My commission expires_______________________

STATE OF ILLINOIS ) )

COUNTY OF COOK ) )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that ________________________________, Vice President, for United States Cellular Operating Company of Chicago, LLC, an Delaware limited liability company, known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this ___ day of ______________________, 2014.

______________________________
Notary Public

My commission expires_______________________
Columbia Central School  
Band Department

March 18, 2014

Dear Mayor Peterson:

The Steger Summer Band program has become one of the most exciting parts of the year for many band students. Many are both current and former Columbia Central students, and others that have gone on to the high school and college level still enjoy coming back to lend their talents and skills. Everyone looks forward to rehearsing and performing together through the summer months, and it is a great way for these students to maintain their performance skills and continue to grow as musicians and performers. My current band program at Columbia Central is 150 members strong! Many of the students that have participated in previous years are already asking about Summer Band this year.

Here is a breakdown for the proposed budget.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Music-</td>
<td>$300.00</td>
</tr>
<tr>
<td>Director’s Salary-</td>
<td>$2400.00</td>
</tr>
<tr>
<td>T-shirts-</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>Total Budget-</strong></td>
<td><strong>$3300.00</strong></td>
</tr>
</tbody>
</table>

The summer program consists of:
- Memorial Day Performance
- All Summer Band rehearsals (late June – late July)
- Summer Band Concert (last year’s concert was July 19)
- Steger Parade Performance (late July)

I will begin making the schedule and selecting music soon, and I will look forward to receiving activity confirmation from your office. Thank you for this great opportunity to keep music alive in our village throughout the summer. I am honored to keep the Steger Summer Band tradition alive!

Sincerely,

Edward Fitzgerald, Band Director  
Columbia Central School  
753-8397  
efitzgerald@sdl94.org
ORDINANCE NO. 1068

STATE OF ILLINOIS

COUNTIES OF COOK
AND WILL

AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-2, OF THE MUNICIPAL CODE OF STEGER, ILLINOIS ESTABLISHING THE FISCAL YEAR 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 pursuant to Section 1-1-2 of the Illinois Municipal Code (65 ILCS 5/1-1-2) the corporate authorities of a municipality may establish by ordinance the dates of its fiscal year; and

WHEREAS, currently, Chapter 2, Section 2-2, of the Municipal Code of Steger, Illinois, as amended, (the "Village Code") states that the fiscal year of the Village shall begin on May 1 of each year; and

WHEREAS, in order to increase administrative efficiency, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and together with the President, the “Corporate Authorities”) have determined that it is in the best interests of the Village and its residents to change the start date of the Village’s fiscal year to January 1 of each year, beginning January 1, 2015; and

WHEREAS, in accordance with the foregoing, the Village’s fiscal year scheduled to begin on May 1, 2014 will end December 31, 2014; and
WHEREAS, based on the foregoing, the Corporate Authorities have determined that the Municipal Code of Steger, Illinois, as amended (the "Village Code"), should be amended to provide that the fiscal year of the Village shall begin on January 1 of each year, beginning January 1, 2015; and

WHEREAS, based upon the above findings of fact, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to amend Chapter 2, Section 2-2, of the Village Code as set forth below; 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 1.0: 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 2.0: Purpose.

The purpose of this Ordinance is to amend Chapter 2, Section 2-2, of the Village Code to provide that the fiscal year of the Village shall begin on January 1 of each year, beginning January 1, 2015, to authorize the President or his designee to take such steps as are deemed 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.
AMENDMENT TO CHAPTER 2, SECTION 2-2, OF THE
MUNICIPAL CODE OF STEGER, ILLINOIS

SECTION 3.0: Amendment to Chapter 2, Section 2-2.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by amending Chapter 2, Section 2-2, as follows:

Beginning on January 1, 2015 and each year thereafter, the fiscal year of the village shall begin on January 1 of each year.

SECTION 3.1: Other Actions Authorized.

The officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Ordinance and shall take all action necessary in conformity therewith, including, without limitation, taking such steps as are necessary to implement and carry out an eight (8) month fiscal year for the Village beginning May 1, 2014 and ending December 31, 2014. The officers, employees, and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the intent of this Ordinance.

ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
effective date

SECTION 4.0: 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 5.0: 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 6.0: Superseder.

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

SECTION 7.0: 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 8.0: Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(SIGNATURE PAGE TO FOLLOW)
PASSED this 21st day of April 2014.

______________________________
Carmen S. Recupito, Jr., Village Clerk

APPROVED this 21st day of April 2014.

______________________________
Kenneth A. Peterson, Jr., Village President

Roll Call Vote:
Voting in favor:
Voting against:
Not voting:
Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees of the Village of Steger, Illinois, that the following described street(s) be improved under the Illinois Highway Code:

<table>
<thead>
<tr>
<th>Name of Thoroughfare</th>
<th>Route</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter St.</td>
<td>Local Road</td>
<td>36th St.</td>
<td>34th St.</td>
</tr>
<tr>
<td>Morgan St.</td>
<td>Local Road</td>
<td>35th St.</td>
<td>34th St.</td>
</tr>
<tr>
<td>Peoria St.</td>
<td>Local Road</td>
<td>33rd St.</td>
<td>30th St.</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of HMA Surface Removal, Class D Patches, Level Binder, HMA Surface Course, Sectional Curb Remove & Replace, ADA Curb Ramps, Manhole/Catch basin/Inlet Adjustments and Repairs, Pavement Striping and Related Improvements.

and shall be constructed Existing wide

and be designated as Section 14-00095-00-RS

2. That there is hereby appropriated the (additional □ Yes □ No) sum of Fifty Five Thousand and 00/100 Dollars ($55,000.00) for the engineering, material testing and contingency improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract (CDBG 1306-020) Specify Contract or Day Labor; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

I, Carmen S. Recupito, Jr. Clerk in and for the Village of Steger

City, Town or Village

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 Date

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

(SEAL)

City, Town, or Village Clerk

Printed 2/26/2014
RESOLUTION NO. 1054

WHEREAS, on or about December 18, 2013, the Eagle Scout Board of Review, after careful review and examination, found Desmond Brown of Boy Scout Troop 267 worthy of the rank of Eagle Scout, the highest rank in the Boy Scouts of America; and,

WHEREAS, it takes years of dedication, service and commitment to achieve the rank of Eagle Scout; and,

WHEREAS, in 2013, only about seven percent (7%) of all Boy Scouts earned the rank of Eagle Scout; and,

WHEREAS, Desmond Brown's high level of personal achievement, leadership and community service serve as an example to other youth; and,

WHEREAS, the President and Board of Trustees of the Village of Steger would like to congratulate Desmond Brown on achieving the rank of Eagle Scout.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Steger do hereby recognize and extend our sincere congratulations to Desmond Brown for having achieved the rank of Eagle Scout, an honor both for him and for those who have guided him, with best wishes for a bright future.

BE IT FURTHER RESOLVED by the President and Board of Trustees of the Village of Steger that a copy of this Resolution be presented to Desmond Brown and said Resolution be made a part of the public record of the Village of Steger, Illinois.

PASSED AND APPROVED this 21st day of April, 2014.

______________________________
Kenneth A. Peterson, Jr., Village President

______________________________
Carmen S. Recupito, Jr., Village Clerk
April 15th, 2014

Mayor Kenneth A. Peterson, Jr. and Village Trustees
Village of Steger
35 West 34th Street
Steger, IL 60475

Attention: Carmen Recupito Jr., Village Clerk

RE: 2014 Construction
Cook County Community Development Block No. 1306-020
MFT 14-00095-00-RS
JAS #13-014

Dear Mayor Peterson and Village Trustees:

We are transmitting herewith for your review and approval; the following listed documents which when acted upon will initiate this year’s CDBG Street paving project, Morgan St., Carpenter St., and Peoria St.

Engineering Agreement. This is the standard Department of Transportation agreement covering engineering services to be provided and requires approval of the Mayor and Village Board. Upon approval, the Mayor and the Village Clerk should execute four (4) copies.

Appropriation Resolution. This IDOT resolution appropriates the sum of $35,000.00 from the Village Motor Fuel Tax account to provide for engineering, inspection, contingency and Material Testing of the subject project, and requires approval of the Mayor and the Village Board. Upon approval, the Village Clerk should execute four (4) copies.

Contract Documents. Approval of the contract documents and permission to advertise for bids, subject to the approval of (IDOT) Illinois Department of Transportation and Cook County is requested. We request that after approval the cover of the documents be signed by the Mayor and returned to this office along with executed originals of the engineering agreement and appropriation resolution.

For informational purposes only, a copy of the Engineer’s Estimate is enclosed. We are making concurrent submission to IDOT and Cook County for approval and are available for your convenience to review all the enclosed.

Sincerely,

Joseph A. Schudt & Associates

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

Enclosures

Cc: Kevin Stallworth, IDOT Local Roads
Enric Mestre, Cook County Planning & Development
Joe Schudt, JAS
Terence Hoffmann
Dave Toeppeer, Director Public Infrastructure
## Schedule for Multiple Bids

<table>
<thead>
<tr>
<th>Combination Letter</th>
<th>Sections Included in Combinations</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

### Bidder's Proposal for making Entire Improvements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HMA SURFACE COURSE MIX &quot;D&quot;, N50</td>
<td>TON</td>
<td>1020</td>
<td>$68.00</td>
<td>$69,360.00</td>
</tr>
<tr>
<td>2</td>
<td>HMA DRIVEWAY REMOVE AND REPLACE</td>
<td>SQ YD</td>
<td>30</td>
<td>$64.00</td>
<td>$1,920.00</td>
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<tr>
<td>3</td>
<td>HOT-MIX ASPHALT SURFACE REMOVAL FULL WIDTH 2&quot; AND VARIABLE (SPECIAL)</td>
<td>SQ YD</td>
<td>10083</td>
<td>$2.35</td>
<td>$23,695.05</td>
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<tr>
<td>4</td>
<td>HOT-MIX ASPHALT SURFACE REMOVAL EDGE 2&quot; AND VARIABLE (SPECIAL)</td>
<td>SQ YD</td>
<td>900</td>
<td>$2.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>5</td>
<td>PCC SIDEWALK, 5&quot;</td>
<td>SQ FT</td>
<td>250</td>
<td>$5.40</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>6</td>
<td>P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)</td>
<td>SQ FT</td>
<td>975</td>
<td>$6.30</td>
<td>$6,142.50</td>
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<tr>
<td>7</td>
<td>EARTH EXCAVATION</td>
<td>CU YD</td>
<td>14</td>
<td>$45.00</td>
<td>$630.00</td>
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<tr>
<td>8</td>
<td>COMB. CONC. CURB &amp; GUTTER REMOVAL &amp; REPLACEMENT (SPECIAL)</td>
<td>FT</td>
<td>2800</td>
<td>$24.00</td>
<td>$67,200.00</td>
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<td>9</td>
<td>DETECTABLE WARNINGS</td>
<td>SQ FT</td>
<td>160</td>
<td>$18.50</td>
<td>$2,960.00</td>
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<td>10</td>
<td>CLASS D PATCHES, TYPE II, 5 INCH</td>
<td>SQ YD</td>
<td>100</td>
<td>$40.00</td>
<td>$4,000.00</td>
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<td>11</td>
<td>CLASS D PATCHES, TYPE III, 5 INCH</td>
<td>SQ YD</td>
<td>200</td>
<td>$37.00</td>
<td>$7,400.00</td>
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<td>Item No.</td>
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<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>12</td>
<td>CLASS D PATCHES, TYPE IV, 5 INCH</td>
<td>SQ YD</td>
<td>300</td>
<td>$35.00</td>
<td>$10,500.00</td>
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<tr>
<td>13</td>
<td>BITUMINOUS MATERIAL (PRIME)</td>
<td>GAL</td>
<td>1187</td>
<td>$0.50</td>
<td>$593.50</td>
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<tr>
<td>14</td>
<td>LEVELING BINDER (MACHINE METHOD) N50</td>
<td>TON</td>
<td>505</td>
<td>$69.00</td>
<td>$34,845.00</td>
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<td>15</td>
<td>MANHOLE TO BE RECONSTRUCTED</td>
<td>EACH</td>
<td>2</td>
<td>$1,450.00</td>
<td>$2,900.00</td>
</tr>
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<td>16</td>
<td>MANHOLES TO BE ADJUSTED</td>
<td>EACH</td>
<td>6</td>
<td>$475.00</td>
<td>$2,850.00</td>
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<td>17</td>
<td>INLETS TO BE ADJUSTED</td>
<td>EACH</td>
<td>9</td>
<td>$375.00</td>
<td>$3,375.00</td>
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<tr>
<td>18</td>
<td>MANHOLE TO BE ADJUSTED W/NEW TYPE I FRAME, CLOSED LID</td>
<td>EACH</td>
<td>2</td>
<td>$600.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>19</td>
<td>STORM STRUCTURE INTERNAL REPAIR (SPECIAL)</td>
<td>EACH</td>
<td>8</td>
<td>$700.00</td>
<td>$5,600.00</td>
</tr>
<tr>
<td>20</td>
<td>GRATES, SPECIAL</td>
<td>EACH</td>
<td>5</td>
<td>$250.00</td>
<td>$1,250.00</td>
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<tr>
<td>21</td>
<td>ADJUST WATER VALVE BOX</td>
<td>EACH</td>
<td>1</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>22</td>
<td>FINAL SHAPING, TRIMMING, AND FINISHING (SPECIAL)</td>
<td>SQ YD</td>
<td>30</td>
<td>$17.00</td>
<td>$510.00</td>
</tr>
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<td>23</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 6&quot;</td>
<td>FT</td>
<td>480</td>
<td>$1.70</td>
<td>$816.00</td>
</tr>
<tr>
<td>24</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 12&quot;</td>
<td>FT</td>
<td>144</td>
<td>$2.40</td>
<td>$345.60</td>
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<tr>
<td>25</td>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 24&quot;</td>
<td>FT</td>
<td>263</td>
<td>$4.80</td>
<td>$1,262.40</td>
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<tr>
<td>26</td>
<td>PAINT CURB</td>
<td>FT</td>
<td>600</td>
<td>$1.80</td>
<td>$1,080.00</td>
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<tr>
<td>27</td>
<td>MANHOLES TO BE ADJUSTED, SPECIAL</td>
<td>EACH</td>
<td>4</td>
<td>$550.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$256,035.05</strong></td>
</tr>
</tbody>
</table>

Joseph A. Schudt & Associates

made by TH date 4/15/14

checked by DW date 4/15/14
THIS AGREEMENT is made and entered into this __________ day of __________ , 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer
Deputy Director Division of Highways, Regional Engineer, Department of Transportation

Resident Construction Supervisor
Authorized representative of the LA in immediate charge of the engineering details of the PROJECT

Contractor
Company or Companies to which the construction contract was awarded

Section Description

Name CDBG 1306-020 Route Local Roads Length 0.80 miles Structure No. _____

Termini Carpenter St., Morgan St., Peoria St.

Description
Pavement resurfacing by HMA surface removal, Class D Patching, Curb Repairs, HMA Surface Course, Pavement Striping, Level Binder, Manhole/ Catchbasin/ Inlet Adjustment and Repairs, ADA Sidewalk Ramps and Related Improvements

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☑ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE: Four copies to be submitted to the Regional Engineer

g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.

(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.

(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.

(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.

(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)

a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.

b. Establishment and setting of lines and grades.

c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.

d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

e. Revision of contract drawings to reflect as built conditions.

f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plans, plats and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.

4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☑ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

      Schedule for Percentages Based on Awarded Contract Cost

      | Awarded Cost | Percentage Fees |
      |--------------|-----------------|
      | Under $50,000 | 6000 (see note) |
      | First $50,000 | 11 %            |
      | Next $50,000  | 9 %             |
      | Next $100,000 | 7 %             |
      | Next $200,000 | 6 %             |
      | Next $200,000 | 5.75 %          |

      Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.
<table>
<thead>
<tr>
<th>Grade Classification of Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$180.00</td>
</tr>
<tr>
<td>Registered Engineer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Registered Surveyor</td>
<td>$145.00</td>
</tr>
<tr>
<td>Environmentalist</td>
<td>$125.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$115.00</td>
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<tr>
<td>Field Manager</td>
<td>$115.00</td>
</tr>
<tr>
<td>Graduate Engineer</td>
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<tr>
<td>Technician</td>
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</tr>
<tr>
<td>2-Man Field Party</td>
<td>$143.00</td>
</tr>
<tr>
<td>3-Man Field Party</td>
<td>$198.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$50.00</td>
</tr>
<tr>
<td>Resident Observer</td>
<td>$71.00</td>
</tr>
</tbody>
</table>

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 4/21/15. In event the services of the ENGINEER extend beyond 4/21/15, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 79 percent incurred up to the time he is notified in writing of such abandonment “actual cost” being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 79 percent to cover profit, overhead and readiness to serve - “actual cost” being defined as in paragraph 4 above. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - “actual cost” being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

This is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this
AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of Steger of the
(Municipality/Township/County)

State of Illinois, acting by and through its

President & Board of Trustees

By

Title: President

ATTEST:

Village Clerk

(Seal)

Executed by the ENGINEER:

Joseph A. Schudt & Associates

19350 S. Harlem Avenue

Frankfort, IL 60423

Title: PE, PLS/ Project Manager

ATTEST:

By

Title: Resident Engineer Technician

Approved

Date

Department of Transportation

Regional Engineer
RETURN WITH BID

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY

Contractor's Name

Street P.O. Box

City State Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/Will

Village of Steger

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Carpenter St., Morgan St., Peoria St.

SECTION NO. 14-00095-00-RS

TYPES OF FUNDS MFT and CDBG 1306-020

SPECIFICATIONS (required)

PLANs (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Department of Transportation

Released for bid based on limited review

Regional Engineer

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
VILLAGE OF STEGER

COOK COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT No. 1306-020

MOTOR FUEL TAX SECTION 14-00095-00-RS
Carpenter St. – Morgan St. – Peoria St.
Paving Improvements

VILLAGE PRESIDENT
KENNETH A. PETERSON, JR.

VILLAGE CLERK
CARMEN S. RECUPITO, JR.

TRUSTEES
LEONARD SKREZYN
MARK KOZY
MICHAEL SAREK
TOM PERCHINSKI
ANDREW L. BANICKI
ERNIE LOPEZ, JR.

VILLAGE ADMINISTRATOR
MICHAEL TILTON

APPROVED BY THE VILLAGE OF STEGER
AT THE BOARD MEETING ON ____________________

Authorized Signature

Joseph A. Schult & Associates
10300 S. Highland Avenue, Downers Grove, IL
Phone: 708-735-1400 Fax: 708-735-1495
Railway Refrigerator Lines Inc. RIN: 84-07137

Permission for you to under the direction of

WEIGHT 300 Tons MAXIMUM

BENCHMARK
TOP OF NORTH-EAST PLANE BOLT ON THE HYDRANT AT THE
NORTH-EAST CORNER OF MORGAN STREET AND 32ND STREET.
ELEVATION - 73.88 (GAUGE 60)

REVISIONS
April 16, 2014

RE: Poppy Day

To Mayor Kenneth Peterson:

The Steger American Legion Post #521 would like to request permission to sell poppies at 34th Street and Chicago Road on Saturday, May 17, 2014, from 8:00 a.m. to 1:00 p.m.

We would also like to request the use of 6 safety vests. If there are any questions, please contact me at 708-754-9106,

Sincerely,

Ernest Thurmond
Commander
Steger American Legion Post #521