

**VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA**

OCTOBER 6, 2014

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AWARDS, HONORS, AND SPECIAL 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 Director
 - g. Housing Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- H. PAYING OF THE BILLS
- I. CORRESPONDENCE

J. OLD BUSINESS:

AIA Document B101-2007 between Planera Architects and the Village of Steger.
(tabled September 15, 2014)

K. NEW BUSINESS:

ORDINANCE NO. 1078 **AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENT WITH THE ILLINOIS OFFICE OF THE STATE COMPTROLLER FOR THE VILLAGE OF STEGER AND**

ORDINANCE NO. 1079 **AN ORDINANCE AMENDING CHAPTER 62, SECTIONS 62-1, 62-6, 62-7, 62-26 AND 62-28 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING DONATION STORAGE CONTAINERS**

ORDINANCE NO. 1080 **AN ORDINANCE REVISING SECTION II (G) OF THE EMPLOYEE PERSONNEL MANUAL REGARDING PAID TIME OFF BENEFITS FOR EXEMPT EMPLOYEES FOR THE VILLAGE OF STEGER**

RESOLUTION NO. 1062 **RESOLUTION AUTHORIZING CLASS 6B TAX INCENTIVE FOR CERTAIN PARCELS**

RESOLUTION NO. 1063 **RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING MUTUAL AID AGREEMENT REGARDING THE SOUTH SUBURBAN EMERGENCY RESPONSE TEAM FOR THE VILLAGE OF STEGER**

Consideration of contracts for Steger Days

Discussion on paving the parking lot at 3320 Lewis Avenue and Sealcoating stripping and crack filling at the Kmart parking lot

Bloom Trail Theatre Troupe (T3) requests permission to solicit donations on October 25th at Chicago Road and 34th Street. Safety vests will be worn.

Presentation, Discussion and Consideration of Content Management Proposal
By Proven Business Systems

Discussion and Consideration of ServiceMaster Restoration for Village Hall Roof
Repair

Trustee Sarek requests the Board appoint Brian Metzger to the Recreation Board to fill a vacant seat.

Discussion/Approval of Sprint Cell Tower

Financing the 2015 Ford F350 for Department of Public Works

EMA Chief Tom Johnston requests permission to declare certain vintage lights as surplus property and put out to bid.

EMA Chief Tom Johnston and Fire Chief Nowell Fillion request permission to hold the annual Santa Parade on November 29th.

Temporary Business License Application of 7 Eleven #16643H at 3401 Chicago Road, pending inspections.

7-11 Liquor License

Halloween Trick or Treating Hours Friday October 31st (3-7pm in 2013)

Halloween Bonfire Friday October 31st at Veterans Park (6pm in 2013)

- 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**

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- 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 15th day of September, 2014 in the Fire Department Headquarters of the Village of Steger with President Peterson in the Chair and presiding and Village Clerk Carmen S. Recupito, Jr. attending.

The Village Clerk called the roll and the following Trustees were present: Buxton, Skrezyna, Kozy, Lopez, Sarek and Perchinski. Also present were HR Director Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston, Police Chief Carl Mormann, Deputy Fire Chief James Baine, Community Center Director Diane Rossi and Housing Director Alice Peterson.

AWARDS, HONORS, AND SPECIAL RECOGNITIONS

Alice Peterson of the Spirit Committee presented the Scarecrow Contest Winners with gift cards. Winners were from the Steger-South Chicago Heights Library, Steger Fire Department and Saukview School.

MINUTES

Trustee Lopez made a motion to approve the Minutes of the previous Village Board Meeting as all members have copies. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

AUDIENCE PARTICIPATION

Karen Moore of 3323 Halsted Street discussed an issue she's been experiencing regarding her pets and those she dog sits. Mayor Peterson recommends that Ms. Moore speak with Code Enforcement/Director of Public Infrastructure Dave Toepper privately.

A resident of Lahon Road expressed an interest in tapping into water lines off Sauk Trail near Bloom Trail. Director of Public Infrastructure Dave Toepper will exchange contact information and work with the resident.

MAYORAL APPOINTMENTS

Trustee Perchinski made a motion to table Mayoral Appointments until after Executive Session, at the Mayor's request. Trustee Skrezyna seconded the motion. Voice vote was called; all ayes. Motion carried.

REPORTS

Deputy Fire Chief James Baine reported thus far in 2014 the Fire Department has had 996 calls. In September; 52 calls; 46 ambulance and 6 fire.

Deputy Chief Baine reported that last week the Department had a training with Chicago Heights Fire Captain Mike Vittori regarding scene size up. South Chicago Heights and Steger Estates also participated. An underground pipeline training in Sauk Village is scheduled for September 16th.

Police Chief Mormann referred to his weekly reports dated September 5th and 12th.

EMA Chief Johnston reported that three Steger EMA members provided traffic control in Crown Point for the funeral of the slain Merrillville police officer. Mayor Peterson thanked EMA for doing so.

Community Center Director Diane Rossi reported basketball registration is October 1-November 1 at the Community Center. Flyers have been sent to students through the schools.

Mrs. Rossi stated the annual Halloween Party will be October 17th at the Community Center for children Kindergarten through 5th grade.

Due to floor & ceiling maintenance, the Community Center gym will be closed October 14-15 and November 15-22.

Human Resources Director Mary Jo Seehausen will be meeting with ServiceMaster and going over their bill item by item regarding the cleanup at the Village Hall following the fire. She will also meet with the adjusters to find out how the Village can get its documents back. Fire proof file cabinets can cost \$3,000.00.

Mrs. Seehausen has begun her 3 step process through the state for certification in HR and Organizational Management Bachelor's. Mrs. Seehausen's classes are already budgeted.

Housing Director Alice Peterson had no report.

Director of Public Infrastructure Dave Toepper had no report.

Village Attorney Amber Munday reported on inquiries from certain Miller Woods residents interested in removing their properties from the MWRD jurisdiction. Certain procedures must be followed. MWRD has expressed willingness to work with homeowners. There would be no effect on the Village.

TRUSTEES' REPORTS

Trustee Ryan Buxton gave a financial report. His report is attached.

Trustee Buxton reported that a policy and procedures manual is needed. Mayor Peterson suggested Attorney Amber Munday assist in compiling the manual. The target date is December 1st. Tax levy and budget work to be completed in October and November. Trustee Buxton also stated the audit is on target to be completed by mid-October.

Trustee Skrezyna met with Director Toepper and discussed a Question and Answer page for the Village website that would include updates and items discussed at Board meetings and the progress made.

Trustee Sarek inquired about the status of the 2015 Days of Music and Chamber of Commerce's Summer Faire. Mayor Peterson explained that the two events will be combined for one event. Mayor Peterson stated the next meeting to discuss the event will be October 14th at 5:30pm at Bambino's.

Trustee Perchinski reported that the Library is hosting a New Home Buyer's Workshop October 11th from 10:30am to noon.

CLERK'S REPORT

The Clerk had no report.

PRESIDENT'S REPORT

The Mayor had no report.

PAYING THE BILLS

Trustee Skrezyna made a motion to pay the bills as listed, but to hold the Emergency Power Invoice for clarification from Director Toepper. Trustee Buxton seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1076 AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FOR THE VILLAGE OF STEGER. Trustee Lopez seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to adopt ORDINANCE NO.1077 AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF CHICAGO HEIGHTS FOR THE VILLAGE OF STEGER.

Trustee Lopez seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to adopt RESOLUTION NO. 1061 FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

Trustee Skrezyna seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Skrezyna made a motion to accept the IDOT Contract Proposal for Culverts and Storm Structures from Joe Schudt & Associates. Trustee Lopez seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

No action was taken regarding the Quiet Study and the level of participation by the Village of South Chicago Heights.

Mary Jo Seehausen explained that the R.W. Troxell & Company Insurance Invoice includes two annual inspections and has been paid for 20 years. Trustee Perchinski made a motion to pay the R.W. Troxell & Company Invoice. Trustee Lopez seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to table the AIA Document B101-2007 between Planera Architects and the Village of Steger. Attorney Amber Munday suggested the agreement be more specific to actual project and less vague. Ms. Munday also suggested entering into an agreement for each project. The first project is to make the Fire Station at 3320 Emerald a better space for the Police Department for the next few years. The second project is Village Hall. Trustee Lopez seconded the motion. Voice vote all ayes; motion carried. Mayor Peterson asked Attorney Munday to work with Administrator Tilton on the agreement.

Trustee Skrezyna made a motion to approve the request from Director of Public Infrastructure Dave Toepper to purchase SCADA System Upgrade at a cost of \$55,000. SCADA will be used to communicate with water towers. Mr. Toepper explained that the upgrade is long overdue and necessary as the Village moves away from Call One. Trustee Buxton seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the request of Director of Public Infrastructure Dave Toepper to purchase a pickup truck for the Water Department. The vehicle will be a plow truck and its purchase has been budgeted. The price will be just over \$37,000.00. Trustee Skrezyna seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried. Trustee Buxton asked that the financing of the new truck be considered at the next Board meeting.

Trustee Perchinski made a motion to approve the request of the Steger Wildcats for its annual potluck/bonfire on Friday, September 26th;

1. Assistance from the Steger Fire Department to start and extinguish the bonfire
2. Assistance from the Steger Fire Department to stand by in case of emergency
3. Permission to have firewood delivered Wednesday through Friday the week of the bonfire.

Trustee Skrezyna seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the Sprint Lease, adding the removal by Sprint of their equipment from the tower at the end of the term. Attorney Munday will make the changes. Trustee Lopez seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the Temporary Business License Application of Strictly Business Motors, Inc. at 3747 Chicago Road, pending inspections. Trustee Sarek seconded the motion. Voice vote all ayes; motion carried.

Trustee Perchinski made a motion to adjourn to Executive Session to discuss personnel. 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 Buxton seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried. **7:54pm**

Trustee Perchinski made a motion to return to regular session. Trustee Sarek seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried. **8:45pm**

Mayor Peterson appointed Xpert Towing and Ray and Wally's as towing companies for the Village. Trustee Perchinski made a motion to concur with the Mayor's appointments. Trustee Sarek seconded the motion. Roll was called and the following trustees voted aye; Perchinski, Sarek, Lopez, Kozy, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
|---|--------------|-------------|------------|----------------------|-------------|
| GUARANTEED TECHNICAL SERV & CONSULT INC | 2012108 | 01-00-32901 | | COMPUTER MAINT | 450.00 |
| LOCIS | 35831 | 01-00-32901 | | ON SITE SUPPORT | 235.00 |
| GUARANTEED TECHNICAL SERV & CONSULT INC | 2012118 | 01-00-32902 | | COMPUTER MAINT | 450.00 |
| GUARANTEED TECHNICAL SERV & CONSULT INC | 2012148 | 01-00-32902 | | COMPUTER MAINT | 90.00 |
| COM ED | 841030914 | 01-00-33102 | | MONTHLY SERVICE | 738.67 |
| COM ED | 99093 0914 | 01-00-33102 | | ELECTRIC-TRAFFIC | 3938.69 |
| COMED | 24002 0914 | 01-00-33102 | | MONTHLY SERVICE | 354.02 |
| COMED | 580004 0914 | 01-00-33102 | | MONTHLY SERVICE | 29.71 |
| NICOR GAS | 51000 5 0814 | 01-00-33200 | | MONTHLY SERVICE | 45.02 |
| ALPINE VALLEY WATER, INC. | 72359 | 01-00-33500 | | DRINKING WTR | 18.50 |
| NEOPOST, INC. | 14383589 | 01-00-33500 | | OFFICE SUPPLIES | 92.66 |
| WALTON OFFICE SUPPLY | 284062-0 | 01-00-33500 | | OFFICE SUPPLIES | 234.40 |
| WALTON OFFICE SUPPLY | 284368-1 | 01-00-33500 | | OFFICE SUPPLIES | 8.69 |
| WALTON OFFICE SUPPLY | 284534-0 | 01-00-33500 | | OFFICE SUPPLIES | 71.80 |
| WALTON OFFICE SUPPLY | 284624-0 | 01-00-33500 | | OFFICE SUPPLIES | 29.55 |
| WALTON OFFICE SUPPLY | 284671-0 | 01-00-33500 | | OFFICE SUPPLIES | 6.99 |
| WALTON OFFICE SUPPLY | 284782-0 | 01-00-33500 | | OFFICE SUPPLIES | 11.30 |
| WALTON OFFICE SUPPLY | C 282970-0 | 01-00-33500 | | RET'D TIME CLOCK | 612.97- |
| U.S. POSTAL SERVICE | 091714 | 01-00-33600 | | POSTAGE METER REF | 1000.00 |
| CALL ONE | 091514 | 01-00-33700 | | MONTHLY SERVICE | 343.73 |
| COMCAST | 091914 | 01-00-33700 | | MONTHLY SERVICE | 46.30 |
| COMCAST BUSINESS | 31282867 | 01-00-33700 | | MONTHLY SERVCIE | 328.47 |
| VERIZON WIRELESS | 9731479170 | 01-00-33700 | | MONTHLY CELL SERV | 545.04 |
| COMCAST | 091914 | 01-00-33900 | | MONTHLY SERVICE | 109.90 |
| AIDE RENTALS & SALES | 59461-1 | 01-00-33901 | | RENTAL EQUIPMENT | 378.56 |
| T & T BUSINESS SYSTEMS, INC. | 78152 | 01-00-33901 | | COPIER LEASE | 141.00 |
| DEL GALDO LAW GROUP LLC | AUGUST 2014 | 01-00-34100 | | LEGAL SERVICES | 5840.00 |
| DENNIS G. GIANOPOLUS, P.C. | 15684 | 01-00-34100 | | LEGAL SERVICES | 1219.77 |
| JOSEPH A SCHUDT & ASSOCIATES | 0914181 | 01-00-34300 | | ZONING MAP | 445.50 |

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
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| MARY JO J SEEHAUSEN REIMBURSE | | 01-00-38840 | | TRAVEL | 24.50 |
| PETTY CASH 093014 | | 01-00-38840 | | TRAIN | 12.50 |
| A-1 TROPHIES & AWARD UNLIMITED INC. 093014 | | 01-00-38900 | | NAME PLATES | 210.00 |
| FORTE 17312 | | 01-00-38900 | | EQUIPMENT WARRANT | 37.80 |
| FORTE 17520 | | 01-00-38900 | | AUG WARRANTY FEE | 5.40 |
| ILLINOIS STATE POLICE 083114 | | 01-00-38900 | | SCREENING | 252.00 |
| MARY JO J SEEHAUSEN REIMBURSE | | 01-00-38900 | | OFFICE DECORATION | 257.06 |
| SA-SO S14-2222 | | 01-00-38900 | | BADGES | 136.50 |
| SA-SO S14-3591 | | 01-00-38900 | | BADGE | 79.90 |
| TILTON, MICHAEL 091914 | | 01-00-38904 | | REIMBURSEMENT | 12.50 |
| TOTAL FOR FUND 01 | | DEPT. 00 | | | 17618.46 |
| ANDREWS PRINTING 51421 | | 01-01-33400 | | PRINTING BLDG PER | 117.00 |
| BOWMAN CONSULTING GROUP LTD 178347 | | 01-01-34300 | | DOLLAR GENERAL CO | 1875.00 |
| TOTAL FOR FUND 01 | | DEPT. 01 | | | 1992.00 |
| VERIZON WIRELESS 9731479170 | | 01-02-38900 | | MONTHLY CELL SERV | 17.98 |
| TOTAL FOR FUND 01 | | DEPT. 02 | | | 17.98 |
| GALLAGHER ASPHALT GE14211 01 | | 01-04-42101 | | CDBG 1306-020 | 106938.45 |
| TOTAL FOR FUND 01 | | DEPT. 04 | | | 106938.45 |
| MUNICIPAL SYSTEMS, INC 10149 | | 01-06-34901 | | AUGUST COLLECTION | 812.50 |
| TOTAL FOR FUND 01 | | DEPT. 06 | | | 812.50 |
| ELMER & SON LOCKSMITHS INC 313941 | | 01-07-31805 | | VEHICLE MAINT | 95.00 |

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| SAUK TRAIL CAR WASH | 083114 | | 01-07-31805 | VEHICLE WASHES | 14.95 |
| SAUK TRAIL CAR WASH | 083114 | | 01-07-31805 | VEHICLE WASHES | 14.95 |
| VERIZON WIRELESS | 9731479170 | | 01-07-33700 | MONTHLY CELL SERV | 60.00 |
| MUNICIPAL SYSTEMS, INC | 10148 | | 01-07-34902 | AUGUST COLLECTION | 750.00 |
| TOTAL FOR FUND 01 | | DEPT. 07 | | | 934.90 |
| TOTAL FOR FUND 01 | | | | 128314.29 | |
| RICHARD J. MARINO | 091714 | | 02-00-30302 | 24 INSPECTIONS | 384.00 |
| RICHARD J. MARINO | 092214 | | 02-00-30302 | FIRE INSPECTIONS | 144.00 |
| RICHARD J. MARINO | 093014 | | 02-00-30302 | FIRE INSPECTIONS | 240.00 |
| ELMER & SON LOCKSMITHS INC | 314101 | | 02-00-31100 | KEYS, PADLOCK | 57.26 |
| MERTS HVAC | 0076056 | | 02-00-31100 | A/C MAINT | 357.00 |
| MERTS HVAC | 010664 | | 02-00-31100 | A/C MAINT | 495.50 |
| GUARANTEED MUFFLER | 18285 | | 02-00-31805 | VEHICLE MAINT | 379.96 |
| POMP'S TIRE SERVICE INC. | 310051078 | | 02-00-31805 | TIRE REPAIR-EMERG | 1149.60 |
| NICOR GAS | 30319 609 0814 | | 02-00-33200 | MONTHLY SERVICE | 98.33 |
| NICOR GAS | 51000 9 0814 | | 02-00-33200 | MONTHLY SERVICE | 25.71 |
| MENARDS - MATTESON | 62124 | | 02-00-33501 | SHOP SUPPLIES | 55.36 |
| MENARDS - MATTESON | 62426 | | 02-00-33501 | SHOP SUPPLIES | 14.48 |
| COMCAST | 092014 | | 02-00-33700 | MONTHLY SERVICE | 44.00 |
| COMCAST | 092414 | | 02-00-33700 | CREDIT | 3.41- |
| COMCAST BUSINESS | 31282867 | | 02-00-33700 | MONTHLY SERVICE | 420.50 |
| EMERGENCY SERVICES MARKETING COPR., INC. | 2036 | | 02-00-33700 | I AM RESPONDING 2 | 32.79 |
| VERIZON WIRELESS | 9731479170 | | 02-00-33700 | MONTHLY CELL SERV | 118.22 |
| COMCAST | 092014 | | 02-00-33900 | MONTHLY SERVICE | 124.75 |
| ILLINOIS STATE POLICE | 092214 | | 02-00-33900 | SCREENING | 126.00 |
| MW LEASING COMPANY LLC | L100807 | | 02-00-33900 | COPIER LEASE | 248.26 |
| DEL GALDO LAW GROUP LLC | AUGUST 2014 | | 02-00-34100 | LEGAL SERVICES | 180.00 |

DATE: 10/01/14

wednesday October 1, 2014

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| KURTZ AMBULANCE SERVICE INC 99 | | 02-00-34250 | | NOVEMBER 2014 SER | 18693.25 |
| MEDICAL REIMBURSEMENT SERVICES INC 3724 | | 02-00-34251 | | AUGUST COLLECTION | 860.54 |
| GLOBAL EMERGENCY PRODUCTS AG41367 | | 02-00-37800 | | FOLDING STEP | 227.06 |
| CDW GOVERNMENT INC PG07620 | | 02-00-37902 | | COMPUTER | 510.38 |
| TROPHIES & AWARDS PLUS 4596 | | 02-00-38900 | | NAME PLATES | 36.00 |
| MENARDS - MATTESON 62984 | | 02-00-38960 | | FIRE DEPT GRANT | 218.00 |
| TOTAL FOR FUND 02 DEPT. 00 | | | | | 25237.54 |
| TOTAL FOR FUND 02 | | | | | 25237.54 |
| NEON NUTS INC HALLOWEEN 2014 | | 03-30-29250 | | HALLOWEEN PARTY | 200.00 |
| WE HAVE YOU COVERED INC HALLOWEEN 2014 | | 03-30-29250 | | HALLOWEEN PARTY | 500.00 |
| COMED 19001 0914 | | 03-30-33100 | | MONTHLY SERVICE | 42.18 |
| NICOR GAS 41000 4 0814 | | 03-30-33200 | | MONTHLY SERVICE | 66.10 |
| WALTON OFFICE SUPPLY 284417-1 | | 03-30-33500 | | OFFICE SUPPLIES | 33.51 |
| WALTON OFFICE SUPPLY 284502-0 | | 03-30-33500 | | OFFICE SUPPLIES | 33.00 |
| WALTON OFFICE SUPPLY 284703-0 | | 03-30-33500 | | OFFICE SUPPLIES | 14.76 |
| WALTON OFFICE SUPPLY 284859-0 | | 03-30-33500 | | OFFICE SUPPLIES | 35.90 |
| WALTON OFFICE SUPPLY 284877-0 | | 03-30-33500 | | OFFICE SUPPLIES | 40.28 |
| PEDERSOLI, JODI AUGUST 2014 | | 03-30-33504.01 | | AEROBICS TEACHER | 200.00 |
| MADSEN, AMY 091514 | | 03-30-33504.10 | | ZUMBA INSTRUCTOR | 105.00 |
| A T & T 708 7543690009 | | 03-30-33700 | | MONTHLY SERVICE | 15.81 |
| CALL ONE 091514 | | 03-30-33700 | | MONTHLY SERVICE | 188.94 |
| COMCAST 091714 | | 03-30-33700 | | MONTHLY SERVICE | 50.98 |
| COMCAST BUSINESS 31282867 | | 03-30-33700 | | MONTHLY SERVICE | 198.89 |
| VERIZON WIRELESS 9731479170 | | 03-30-33700 | | MONTHLY CELL SERV | 29.01 |
| KONICA MINOLTA PREMIER 42805895 | | 03-30-33703 | | COPIER LEASE | 95.19 |
| PROTECTION ONE ALARM MONITORING, INC. 082614 | | 03-30-33703 | | MONTHLY SERVICE | 41.50 |
| COMCAST 091714 | | 03-30-33900 | | MONTHLY SERVICE | 139.70 |

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| TOTAL FOR FUND 03 | | DEPT. 30 | | | 2030.75 |
|-------------------|--|----------|--|--|---------|

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| COMED | 29006 0914 | 03-31-33100 | | MONTHLY SERVICE | 1225.64 |
| COMED | 66000 0914 | 03-31-33100 | | MONTHLY SERVICE | 280.11 |
| COMED | 82008 0914 | 03-31-33100 | | MONTHLY SERVICE | 408.51 |
| NICOR GAS | 51000 4 0814 | 03-31-33200 | | MONTHLY SERVICE | 15.02 |

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| TOTAL FOR FUND 03 | | DEPT. 31 | | | 1929.28 |
|-------------------|--|----------|--|--|---------|

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| TOTAL FOR FUND 03 | | | | 3960.03 | |
|-------------------|--|--|--|---------|--|

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| JAMES HERR & SONS 94296 | | 04-00-31805 | | VEHICLE MAINT | 760.15 |
| JAMES HERR & SONS 94369 | | 04-00-31805 | | VEHICLE MAINT | 391.58 |
| JAMES HERR & SONS 94699 | | 04-00-31805 | | VEHICLE MAINT | 259.30 |
| SALK TRAIL CAR WASH 083114 | | 04-00-31805 | | SQUAD WASHES | 28.95 |
| SUPERIOR OIL SERVICE 266381 | | 04-00-31805 | | SQUAD MAINT | 32.39 |
| SUPERIOR OIL SERVICE 266462 | | 04-00-31805 | | SQUAD MAINT | 36.44 |
| SUPERIOR OIL SERVICE 266507 | | 04-00-31805 | | VEHICLE MAINT | 40.49 |
| SUPERIOR OIL SERVICE 266563 | | 04-00-31805 | | VEHICLE MAINT | 36.44 |
| GUARANTEED TECHNICAL SERV & CONSULT INC 2012108 | | 04-00-32901 | | COMPUTER MAINT | 180.00 |
| GUARANTEED TECHNICAL SERV & CONSULT INC 2012148 | | 04-00-32902 | | COMPUTER MAINT | 90.00 |
| NICOR GAS 51000 5 0814 | | 04-00-33200 | | MONTHLY SERVICE | 45.01 |
| HERITAGE F/S, INC. 64602 | | 04-00-33300 | | GASOLINE | 3504.89 |
| ANDREWS PRINTING 51337 | | 04-00-33400 | | WINDOW ENVELOPES | 75.00 |
| PETTY CASH 093014 | | 04-00-33500 | | TOILET PAPER | 9.99 |
| WALTON OFFICE SUPPLY 284366-1 | | 04-00-33500 | | OFFICE SUPPLIES | 67.72 |
| WALTON OFFICE SUPPLY 284709-0 | | 04-00-33500 | | OFFICE SUPPLIES | 177.13 |
| WALTON OFFICE SUPPLY 284710-0 | | 04-00-33500 | | OFFICE SUPPLIES | 50.40 |
| WALTON OFFICE SUPPLY 284831-0 | | 04-00-33500 | | OFFICE SUPPLIES | 25.32 |

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| WALTON OFFICE SUPPLY | 284831-1 | 04-00-33500 | | office supplies | 100.64 |
| PETTY CASH | 093014 | 04-00-33600 | | POSTAGE | 6.49 |
| A T & T | 708754039508 | 04-00-33700 | | MONTHLY SERVICE | 251.94 |
| A T & T | 708754359309 | 04-00-33700 | | MONTHLY SERVICE | 117.32 |
| A&R SHARED SERVICES CENTER | T1506731 | 04-00-33700 | | MONTHLY SERVICE | 337.16 |
| CALL ONE | 091514 | 04-00-33700 | | MONTHLY SERVICE | 332.20 |
| COMCAST | 090714 | 04-00-33700 | | MONTHLY SERVICE | 222.38 |
| COMCAST BUSINESS | 31282867 | 04-00-33700 | | CREDIT | 752.01- |
| COMCAST BUSINESS | 31282867 | 04-00-33700 | | MONTHLY SERVICE | 903.93 |
| VERIZON WIRELESS | 9731479170 | 04-00-33700 | | MONTHLY CELL SERV | 376.77 |
| PROSHRED SECURITY | 100048659 | 04-00-33900 | | SHRED SERVICE | 45.00 |
| MW LEASING COMPANY LLC | L100903 | 04-00-33901 | | COPIER LEASE | 461.59 |
| DEL GALDO LAW GROUP LLC | AUGUST 2014 | 04-00-34100 | | LEGAL SERVICES | 3762.50 |
| RAY O'HERRON CO INC | 1453433-IN | 04-00-37302 | | UNIFORMS-MORMANN | 55.97 |
| RAY O'HERRON CO INC | 1455031-IN | 04-00-37302 | | JOHNSTON UNIFORMS | 111.13 |
| ILLINOIS FIRE & POLICE EQUIPMENT | 36035 | 04-00-37700 | | NEW SQUAD OUTFITT | 1273.50 |
| MARLIN BUSINESS BANK | 12724705 | 04-00-37902 | | COMPUTERS | 1158.45 |
| THOMSON WEST | 829755174 | 04-00-38500 | | IL COMP STATE BAR | 78.00 |
| PETTY CASH | 093014 | 04-00-38700 | | MEETINGS | 85.00 |
| PROSHRED SECURITY | 100049182 | 04-00-38900 | | SHRED SERVICE | 345.00 |
| LEXISNEXIS RISK DATA MANAGEMENT | 20140831 | 04-00-38901 | | MONTHLY SERVICE | 30.50 |
| OLD PLANK TRAIL COMMUNITY BANK | 53381#7 | 04-00-40000 | | 2 SQUAD PRINCIPAL | 1107.60 |
| OLD PLANK TRAIL COMMUNITY BANK | 53381#7 | 04-00-41000 | | 2 SQUAD INTEREST | 137.45 |
| TOTAL FOR FUND 04 | | DEPT. 00 | | | 16359.71 |
| TOTAL FOR FUND 04 | | | | | 16359.71 |
| BRITES TRANSPORTATION LTD | 15968 | 06-00-31204 | | PATCHING | 675.72 |
| GALLAGHER MATERIALS CORP | 633582MB | 06-00-31204 | | PATCHING | 393.80 |

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| GALLAGHER MATERIALS CORP 633656MB | | 06-00-31204 | | PATCHING | 228.00 |
| GALLAGHER MATERIALS CORP 633657MB | | 06-00-31204 | | PATCHING | 369.36 |
| GALLAGHER MATERIALS CORP 633752MB | | 06-00-31204 | | PATCHING | 220.00 |
| H.D. SUPPLY WATERWORKS, INC C936279 | | 06-00-31504 | | MAINT TO MAINS | 394.65 |
| EMERGENCY POWER SOLUTIONS, INC. WEB000440 | | 06-00-31700 | | SERVICE CALL-GENE | 95.00 |
| O'REILLY AUTO PARTS 3414-315270 | | 06-00-31805 | | VEHICLE MAINT | 27.35 |
| COMED 52003 0914 | | 06-00-33100 | | MONTHLY SERVICE | 30.50 |
| COMED 76056 0914 | | 06-00-33100 | | MONTHLY SERVCIE | 1128.19 |
| COMED 80004 0914 | | 06-00-33100 | | MONTHLY SERVICE | 229.18 |
| COMED 37036 0914 | | 06-00-33101 | | MONTHLY SERVICE | 1506.66 |
| NICOR GAS 51000 3 0814 | | 06-00-33200 | | MONTHLY SERVICE | 49.31 |
| HERITAGE F/S, INC. 64603 | | 06-00-33300 | | DEISEL FUEL | 399.86 |
| ALPINE VALLEY WATER, INC. 72360 | | 06-00-33501 | | DRINKING WTR | 25.75 |
| SOUTH HOLLAND PAPER CO. 306379 | | 06-00-33501 | | PAPER PRODUCTS | 82.85 |
| CALL ONE 091514 | | 06-00-33700 | | MONTHLY SERVICE | 688.56 |
| COMCAST BIJINESS 31282867 | | 06-00-33700 | | MONTHLY SERVCIE | 168.63 |
| VERIZON WIRELESS 9731479170 | | 06-00-33700 | | MONTHLY CELL SERV | 317.16 |
| TYCO INTEGRATED SECURITY 22707058 | | 06-00-33704 | | MONTHLY SERVICE | 165.00 |
| TYCO INTEGRATED SECURITY 22707059 | | 06-00-33704 | | MONTHLY SERVICE | 166.26 |
| UNIFIRST CORPORATION 062 0087423 | | 06-00-33800 | | WEEKLY SERVICE | 75.83 |
| UNIFIRST CORPORATION 062 0088235 | | 06-00-33800 | | WEEKLY SERVICE | 63.76 |
| UNIFIRST CORPORATION 062 0088998 | | 06-00-33800 | | WEEKLY SERVICE | 75.34 |
| UNIFIRST CORPORATION 062 0089810 | | 06-00-33800 | | WEEKLY SERVICE | 63.76 |
| ALEXANDER CHEMICAL CORP SCL 10006537 | | 06-00-33904 | | DEPOSIT REFUND | 1400.00- |
| ALEXANDER CHEMICAL CORP SLS 10023587 | | 06-00-33904 | | CHLORINE | 1820.00 |
| ALEXANDER CHEMICAL CORP SLS 10023587 | | 06-00-33904 | | DEPOSIT REFUND | 1400.00 |
| ALEXANDER CHEMICAL CORP SCL 10006537 | | 06-00-33906 | | DEPOSIT REFUND | 210.00- |
| ALEXANDER CHEMICAL CORP SLS 10023587 | | 06-00-33906 | | HYRODFLUESILIC AC | 960.00 |
| ALEXANDER CHEMICAL CORP SLS 10023587 | | 06-00-33906 | | DEPOSIT REFUND | 210.00 |

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| ALEXANDER CHEMICAL CORP SLS 10023587 | | 06-00-33907 | | FRTMISCRESALE | 50.00 |
| HACH COMPANY 9018816 | | 06-00-33907 | | WATER CHEMICALS | 328.89 |
| WATER SOLUTIONS UNLIMITED 35447 | | 06-00-33907 | | WATER CHEMICALS | 2820.00 |
| ZEE MEDICAL, INC. 0100194377 | | 06-00-38900 | | FIRST AID KIT | 44.15 |
| AMALGAMATED BANK OF CHICAGO 092214 | | 06-00-38924 | | INTEREST DUE BOND | 6732.50 |
| TOTAL FOR FUND 06 | | DEPT. 00 | | | 20396.02 |
| TOTAL FOR FUND 06 | | | | 20396.02 | |
| MURRAY OVERHEAD DOORS 30672 | | 07-00-31100 | | MAINT TO BLDG | 362.00 |
| MURRAY OVERHEAD DOORS 30673 | | 07-00-31100 | | BLDG MAINT | 800.00 |
| MCCANN INDUSTRIES INC 08041135 | | 07-00-31700 | | EQUIPMENT MAINT | 405.08 |
| KEITHS POWER EQUIPMENT INC 22948 | | 07-00-31800 | | TOOLS MAINT | 14.70 |
| GOLDIE'S AUTO BODY MECHANICAL & TOWING 41078 | | 07-00-31805 | | VEHICLE MAINT | 651.30 |
| HERITAGE F/S, INC. 64603 | | 07-00-33300 | | DEISEL FUEL | 399.85 |
| 1ST AYD CORPORATION 657266 | | 07-00-33501 | | SHOP SUPPLIES | 468.36 |
| ALPINE VALLEY WATER, INC. 72360 | | 07-00-33501 | | DRINKING WTR | 25.75 |
| CYLINDER MAINTENANCE AND SUPPLY 2976 | | 07-00-33501 | | ACETYLENE | 15.00 |
| UNIFIRST CORPORATION 062 0087423 | | 07-00-33800 | | WEEKLY SERVICE | 75.84 |
| UNIFIRST CORPORATION 062 0088235 | | 07-00-33800 | | WEEKLY SERVICE | 63.76 |
| UNIFIRST CORPORATION 062 0088998 | | 07-00-33800 | | WEEKLY SERVICE | 76.33 |
| UNIFIRST CORPORATION 062 0089810 | | 07-00-33800 | | WEEKLY SERVICE | 63.76 |
| INGALLS OCCUPATIONAL HEALTH 208782 | | 07-00-34200 | | DOT SCREENING | 130.00 |
| BOWMAN CONSULTING GROUP LTD 178347 | | 07-00-34300 | | SOLAR SIGN W/COOK | 260.00 |
| SHOREWOOD HOME & AUTO, INC. 166438 | | 07-00-37800 | | WORK TOOLS | 177.58 |
| ZEE MEDICAL, INC. 0100194377 | | 07-00-38900 | | FIRST AID KIT | 44.15 |
| SUBURBAN PUBLIC WORKS DIRECTORS ASSOC. DA-10 | | 07-00-38901 | | CDL TRAINING | 195.00 |
| TOTAL FOR FUND 07 | | DEPT. 00 | | | 4228.46 |

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| TOTAL FOR FUND 07 | | | | | 4228.46 |
| JOSEPH A SCHUDT & ASSOCIATES 0914182 | | 08-00-34300 | | SHERMAN RD IMPROV | 1585.00 |
| SEECO CONSULTANTS, INC 16603 | | 08-00-34500 | | MORGAN.CARPENTER, | 3261.50 |
| SEECO CONSULTANTS, INC 16651 | | 08-00-34500 | | MORGAN,CARPENTER, | 1949.50 |
| TOTAL FOR FUND 08 | | | | DEPT. 00 | 6796.00 |
| TOTAL FOR FUND 08 | | | | | 6796.00 |
| HERNANDEZ, JUAN PABLO 3038 HALSTED ST | | 09-00-15002 | | DEPOSIT REFUND | 250.00 |
| TOTAL FOR FUND 09 | | | | DEPT. 00 | 250.00 |
| TOTAL FOR FUND 09 | | | | | 250.00 |
| MIKES SPORTING GOODS AAD003510-AJ02 | | 13-53-38101 | | SOFTBALL UNIFORMS | 138.00 |
| MIKES SPORTING GOODS AAD003558-AJ02 | | 13-53-38101 | | SOFTBALL UNIFORMS | 157.00 |
| MIKES SPORTING GOODS AAD003577-AJ02 | | 13-53-38101 | | SOFTBALL UNIFORMS | 46.00 |
| MIKES SPORTING GOODS AAD003652-AJ02 | | 13-53-38101 | | SOFTBALL UNIFORMS | 101.00 |
| MIKES SPORTING GOODS AAD003729-AJ01 | | 13-53-38101 | | SOFTBALL UNIFORMS | 16.00 |
| TOTAL FOR FUND 13 | | | | DEPT. 53 | 458.00 |
| TOTAL FOR FUND 13 | | | | | 458.00 |
| ILLINOIS MUNICIPAL LEAGUE 2014 MIN/MAX | | 15-00-36100 | | MIN/MAX ADD'L BIL | 29376.34 |
| R.W. TROXELL & COMPANY 1686432 | | 15-00-36100 | | BOILER POLICY | 3615.00 |
| AMERICAN FURNITURE RENTALS INC R1324600 | | 15-00-36602 | | FURNITURE RENTAL | 1764.00 |
| CDW GOVERNMENT INC PN41111 | | 15-00-36602 | | VOICE RECORDER | 104.99 |
| CDW GOVERNMENT INC PP35607 | | 15-00-36602 | | SERVER | 8910.88 |
| K-MART #7289 090914 03560805 | | 15-00-36602 | | TORY'S PRINTER | 69.99 |

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| HUMANA DENTAL | 181932813 | 15-00-36903 | | MONTHLY PREMIUM | 2719.21 |
|---------------|-----------|-------------|--|-----------------|---------|

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| TOTAL FOR FUND 15 | | DEPT. 00 | | | 46560.41 |
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| TOTAL FOR FUND 15 | | | | 46560.41 | |
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| UNITED RADIO COMMUNICATIONS 106000994-1 | 16-00-31801 | | | RADIO MAINT | 294.00 |
|--|-------------|--|--|-------------|--------|

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| UNITED RADIO COMMUNICATIONS 117000045-1 | 16-00-31801 | | | RADIO MAINT | 195.00 |
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| MENARDS - MATTESON 62501 | 16-00-33501 | | | SHOP SUPPLIES | 237.60 |
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| COMCAST 091014 | 16-00-33700 | | | MONTHLY SERVICE | 55.80 |
|-------------------|-------------|--|--|-----------------|-------|

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| COMCAST BUSINESS 31282867 | 16-00-33700 | | | MONTHLY SERVICE | 118.88 |
|------------------------------|-------------|--|--|-----------------|--------|

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| VERIZON WIRELESS 9731479170 | 16-00-33700 | | | MONTHLY CELL SERV | 153.61 |
|--------------------------------|-------------|--|--|-------------------|--------|

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| PROTECTION ONE ALARM MONITORING, INC. 091414 | 16-00-33704 | | | MONTHLY SERVICE | 76.58 |
|---|-------------|--|--|-----------------|-------|

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| COMCAST 091014 | 16-00-33900 | | | INTERNET SERVICE | 74.90 |
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| TOTAL FOR FUND 16 | | DEPT. 00 | | | 1206.37 |
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| TOTAL FOR FUND 16 | | | | 1206.37 | |
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| KANE MC KENNA AND ASSOCIATES INC 12602 | 23-00-38900 | | | TIF SERVICES | 375.00 |
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| TOTAL FOR FUND 23 | | DEPT. 00 | | | 375.00 |
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| TOTAL FOR FUND 23 | | | | 375.00 | |
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| ** TOTAL CHECKS TO BE ISSUED | | | | 254141.83 | |
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| 01 CORPORATE | | | | 128314.29 | |
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| 02 FIRE PROTECTION | | | | 25237.54 | |
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| 03 PLAYGROUND/RECREATION | | | | 3960.03 | |
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| 04 POLICE PROTECTION | | | | 16359.71 | |
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| 06 WATER/SEWER FUND | | | | 20396.02 | |
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| 07 ROAD & BRIDGE | | | | 4228.46 | |
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| 08 | | MOTOR FUEL TAX | | | 6796.00 | |
| 09 | | ESCROW | | | 250.00 | |
| 13 | | BOOSTER CLUB | | | 458.00 | |
| 15 | | LIABILITY INSURANCE FUND | | | 46560.41 | |
| 16 | | H.S.E.M. | | | 1206.37 | |
| 23 | | TIF #4 (WILL TIF #2) | | | 375.00 | |
| TOTAL FOR REGULAR CHECKS: | | | | | 254,141.83 | |

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 A/P MANUAL CHECK POSTING LIST
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| CHICAGO SOUTHLAND CHAMBER 1786 | | 0728 | 09/03/14 | OMMERCE D120 01-00-38840 LUNCH WITH GOVERN | 35.00 |
| GETTY IMAGES INC. 092414 | | 728 | 09/24/14 | D132 01-00-33900 IMAGE USE | 440.00 |
| HILTON CHICAGO 092014 | | 728 | 09/23/14 | D130 01-00-38840 MEALS TILTON | 36.50 |
| HILTON CHICAGO 15526292 | | 728 | 09/22/14 | D128 01-00-38840 LODGING TILTON | 521.48 |
| HILTON CHICAGO 15531417 | | 728 | 09/22/14 | D129 01-00-38840 LODGING TILTON | 105.80 |
| REBECCA PORTRAITS 92914 | | 730 | 09/29/14 | 62705 01-00-39701 Photographer | 80.00 |
| TOTAL FOR FUND 01 DEPT. 00 | | | | | 1218.78 |
| HILTON CHICAGO 15526301 | | 728 | 09/22/14 | D126 01-09-38840 LODGING | 521.48 |
| HILTON CHICAGO 15533604 | | 728 | 09/22/14 | D127 01-09-38840 LODGING | 58.20 |
| HILTON CHICAGO 2742555 | | 728 | 09/18/14 | D125 01-09-38840 MEALS | 20.00 |
| SOCIETY FOR HUMAN RESOURCE 9005962150 | | 728T | 09/05/14 | D122 01-09-38400 TRAINING | 1095.00 |
| TOTAL FOR FUND 01 DEPT. 09 | | | | | 1694.68 |
| TOTAL FOR FUND 01 | | | | | 2913.46 |
| SAM'S CLUB/GECF 9833 | | 728 | 09/08/14 | D123 02-00-33500 SUPPLIES | 232.97 |
| TOTAL FOR FUND 02 DEPT. 00 | | | | | 232.97 |
| TOTAL FOR FUND 02 | | | | | 232.97 |
| ILLINOIS TOLLWAY SEPTEMBER2014 | | 729 | 09/26/14 | 62701 04-00-38912 IPASS TRANSPONDER | 100.00 |
| SAM'S CLUB/GECF 9229 | | 728 | 09/23/14 | D131 04-00-33900 SUPPLIES | 119.93 |

tabled
9-15-14



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

• MEMORANDUM •

TO: MIKE TILTON, VILLAGE ADMINISTRATOR

FROM: DEL GALDO LAW GROUP, LCC

DATE: SEPTEMBER 15, 2014

SUBJECT: AIA B101 AGREEMENT WITH PLANERA ARCHITECTS

Pursuant to your request, we have reviewed the AIA B101 Agreement (the “Agreement”) between the Village of Steger (the “Village”) and Planera Architects, as revised by Planera Architects (“Planera”). Below is a brief summary of our comments and recommended revisions to the Agreement prior to execution by the Village.

- Generally, we would recommend that a separate AIA B101 agreement be executed for each specific project that the Village wishes to engage Planera as the architect. As the first project the Village wishes to proceed with is the renovation of the Fire Station, the Agreement should be tailored and limited to the renovation of the Fire Station only. Entering into a separate Agreement for each project will provide the Village with the ability to require specific plans, project timelines, project deliverables, and cost estimates.
- Planera is seeking to be compensated based on a percentage of the overall actual construction costs, rather than a flat fee. Therefore, there is a financial incentive for the Village to carefully review and approve the scope and cost of the project plans in advance. Additionally, entering into a separate agreement for each specific project would also allow the Village the flexibility to renegotiate fees for each project, as the fees for a larger project may warrant a lower percentage of overall construction costs than smaller, more limited projects.
- Section 1.2: In conjunction with our recommendation that a specific agreement be executed for each project, we recommend that the commencement and substantial completion dates for the specific project be listed in this Section.
- Section 2.5: We would recommend amending the insurance provisions as shown in the draft Rider to the Agreement. The draft Rider requires Planera to carry increased professional liability limits, requires Planera to add the Village as an additional insured on their insurance policies, and also requires Planera to

maintain the required insurance for two years after substantial completion of the project.

- Section 4.2: We would recommend that any additional services to be provided by the Architect be clearly defined in this section.
- Section 5.5: We would recommend that this provision be removed unless the specific project requires the services of a geotechnical engineer.
- Section 5.6: We would recommend that this provision be removed unless the Village intends to retain its own consultants on the project.
- Section 8.1.1: We would recommend removing the provision requiring all claims arising out of or related to the Agreement to be brought within 10 years after the date of substantial completion.
- Section 8.1.2: We would recommend that the waiver of subrogation provision be removed in its entirety.
- Section 8.2.4: We recommend changing the method of dispute resolution from binding arbitration to litigation in the Circuit Court of Cook County.
- Section 11.8: We recommend reviewing the list of reimbursable expenses proposed by Planera to determine if all of the same are necessary for the scope of this project.

We have also drafted a Rider to the Agreement containing several provisions not present in the standard AIA B101 Form Agreement. A copy of the draft Rider is attached for your review. The rider includes the following provisions:

- Indemnification of the Village by Planera.
- Indemnification of the Village by Planera's consultants and subcontractors.
- Additional Insurance Requirements for Planera.
- Insurance Requirements for Planera's Consultants.
- Non-Waiver of Immunity.
- Planera's Standard of Care and Quality.
- Requirement for Planera to comply with all laws.
- A schedule setting forth the public contracting requirements that Planera will be required to include in all construction documents or construction contracts.

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*tabled
9-15-14*

**RIDER TO THE AIA DOCUMENT B101 BETWEEN THE VILLAGE OF
STEGER AND PLANERA ARCHITECTS**

This Rider to the AIA Document B101 between the Village of Steger (“Owner”), and Planera Architects (“Architect”), made this ___ day of _____, 2014, is attached to and made a part of the AIA Document B101 between Owner and Architect relating to the Steger Fire Station Renovation Project (the “Agreement”).

1. Conflicting Terms.

Should any conflict exist between the terms of this Rider and the Agreement, the terms and provisions of this Rider shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect.

2. Indemnification by Architect

To the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless Owner from and against all liability, claims, damages, liens, lien rights, losses and expenses, including, but not limited to, claims of bodily injury, sickness, disease, death, damage or destruction of property, including the loss of use therefrom, and attorneys’ fees, arising out of or resulting from the performance of the Architect's work and/or work performed on behalf of Architect under the Agreement, or any act or omission of the Architect, its employees, agents, consultants, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Architect shall similarly indemnify and hold harmless Owner for any liability, claim, damage, lien, lien rights, loss or expense arising out of or attributable to Architect's breach of and/or default under the Agreement. However, Architect shall not be required to indemnify Owner from the consequences of Owner’s own negligence. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

3. Indemnity from Architect’s Consultants

Architect shall protect, defend, indemnify, and hold harmless Owner from and against any claims, actions, liabilities, losses, damages, costs and expenses in the event that a claim or lien is asserted by one of the Architect’s Consultants for non-payment by the Architect after Owner has made payment to Architect on account of that Consultant’s work.

4. Additional Insurance Requirements

The Architect shall maintain the following insurance for the duration of this Agreement and for two (2) years after the date of Substantial Completion. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

.1 General Liability

\$1,000,000/ each occurrence
\$2,000,000/ aggregate

.2 Automobile Liability

\$1,000,000/each accident

.3 Workers' Compensation

\$1,000,000/each accident

.4 Professional Liability

\$2,000,000/claim
\$4,000,000/aggregate

Architect's General Liability coverage shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and property damage liability.

Owner shall be included as an insured under Architect's General Liability Coverage. This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be in excess of Architect's insurance and shall not contribute with it.

Architect shall not make changes in or allow the required insurance coverages to lapse without Owner's prior written approval thereto. Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to, additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in the Agreement and this Rider. Failure of Owner to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.

5. Insurance requirements for Consultants

Architect agrees to require Architect's Consultants to comply with the insurance provisions required of Architect pursuant to the Agreement and this Rider. Architect agrees that it will contractually obligate its Consultants to indemnify and hold harmless Owner to the same extent that Architect is required to do so as provided in the Agreement and this Rider. When requested by Owner, Architect shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverage for each such Consultant.

6. Non-Waiver of Immunity

By entering into this Agreement and this Rider, Owner does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

7. Standard of Care and Quality.

Architect's services under this Agreement shall be performed in conformance with the standards of care and quality practiced by design professionals experienced with projects similar to the subject Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts, or omissions will be promptly corrected by Architect at no cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

8. Compliance with Laws

Architect shall provide a design which when constructed in accordance with the contract documents will comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, orders, or other legal requirements, including, but not limited to all restrictions or requirements of record, building, occupancy, environmental, and land use laws, requirements, regulations, and ordinances relating to the construction, use, and occupancy of the Project. Architect shall incorporate all such laws, statutes, ordinances, rules, regulations, orders, or other legal requirements into the construction documents and the contracts for construction including, without limitation, the matters set forth on Schedule 1, attached hereto and incorporated herein.

OWNER – Village of Steger

ARCHITECT – Planera Architects

(Signature)

(Signature)

SCHEDULE 1

Architect shall incorporate the following terms and provisions into all construction documents and contracts for construction:

1. As Required Under Article 33E, "Public Contracts," of the Criminal Code of 1961 (720 ILCS 5/33E-1 through 5/33E-13) Contractor hereby certifies that Contractor is not barred from bidding on this Agreement as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961," as amended.
2. As required by 820 ILCS 130/1 *et seq.*, Contractor certifies that Contractor and all Subcontractors will pay all workers on this project the prevailing wage and shall submit certified payroll records to the Owner on a weekly basis, pursuant to the provisions of the Prevailing Wage Act.
3. As required under 65 ILCS 5/11-42.1-1, provisions require that Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of Contractor hereby certifies that there are no violations of the aforementioned act of if violations do exist, they are being contested properly.
4. As required by 775 ILCS 5/2-105(A)(4), Contractor certifies that it maintains a written sexual harassment policy which defines the illegality of sexual harassment under State law; describes sexual harassment, utilizing examples; provides a vendor's internal complaint process including penalties; includes legal recourse, investigative and complaint process through the Department of Human Rights and the Human Rights Commission and protects against retaliation.
5. In accordance with the Public Construction Bond Act, 30 ILCS 550/1.01, *et seq.*, Contractor, before commencing any work on a project with a cost in excess of five thousand dollars (\$5,000), shall furnish a Performance Bond and a Labor and Material Payment Bond to the Owner. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Agreement price as security for the faithful performance of the obligations of the Agreement and the Labor and Material Payment bond shall be in an amount equal to 100 percent of the full amount of the Agreement price as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The bonds may be combined. In the event the contract amount is less than one hundred thousand dollars (\$100,000), a non-diminishing irrevocable bank letter of credit may be substituted for the above-mentioned bonds, provided that such letter of credit is acceptable to the Owner.
6. Contractor shall provide such bid and/or performance bonds as shall be required by Owner.
7. Pursuant to 30 ILCS 580/1, *et seq.* ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the Owner that it will provide a drug-free workplace by:

A. Publishing a statement:

1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited on the Owner's property and in the Contractor's workplace.

2) Specifying the actions that will be taken against employees for violations of such prohibition.

3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the Contractor's policy of maintaining a drug-free workplace;

3) any available drug counseling, rehabilitation, and employee assistance program; and

4) the penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection A to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.

D. Notifying the Owner within 10 days after receiving notice under subparagraph (b) of paragraph (3) of subsection A from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

government's use of the Comptroller's Offset System to collect delinquent obligations owed to the unit of local government; and

WHEREAS, the IOC has presented the Village with an intergovernmental cooperation agreement, a copy of which is attached hereto and incorporated herein as Exhibit A, (the "Agreement") setting forth the terms and conditions upon which the IOC would allow the Village to use the Comptroller's Offset System to collect delinquent obligations owed to the Village; and

WHEREAS, based on the foregoing and in order to ensure the efficient financial management of the Village, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is advisable and in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT 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 the President or his designee to enter into the Agreement pursuant which the IOC would allow the Village to use the Comptroller's Offset System to collect delinquent obligations owed to the Village and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

That the Village Board hereby approves the Agreement. The Village Board further authorizes and directs the President or his designee to enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**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 including, without limitation, any previously granted authorization to enter into an agreement for use of the Comptroller's Offset System.

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.

PASSED this 6th day of October, 2014.

Carmen Recupito, Jr., Village Clerk

APPROVED this 6th day of October, 2014.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF STEGER
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the Village of Steger (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
 - (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
 - (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Mayor.
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 708-754-3395.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Carl A. Mormann, Chief of Police - Village of Steger

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
Illinois Office of the Comptroller
325 West Adams
Springfield, Illinois 62704
Phone: 217/782-6000
Fax: 217/782-2112
E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Carl A. Mormann, Chief of Police
Village of Steger
35 West 34th Street
Steger, IL 60475
Phone: 708/754-8132
Fax: 708/755-4977
E-mail: cmormann@villageofsteger.org

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the Village of Steger. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Steger by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

VILLAGE OF STEGER

By: _____

Date: _____

Name: Ken A. Peterson, Jr.

Title: Mayor of Steger

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to amend the Village Code to permit and regulate the maintenance and operation of donation storage containers by schools, churches and other charitable organizations; 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 62, Sections 62-1, 62-6, 62-7, 62-26 and 62-28 of the Village Code to provide for and authorize the Village to regulate the operation and maintenance of donation storage containers within the Village.

**ARTICLE II.
AUTHORIZATION;
AMENDMENT TO CHAPTER 62, SECTIONS 62-1, 62-6, 62-7, 62-26 AND 62-28**

SECTION 3.0: Amendment to Chapter 62, Section 62-1

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 62, Section 62-1 as follows,

DIVISION 1. REGULATING THE SALE OF CERTAIN PRE-OWNED MERCHANDISE IN THE VILLAGE

Sec. 62-1. Definitions.

For purposes of this division, the following terms have the meanings ascribed:

Merchant means any individual, partnership, corporation or entity operating a retail business which purchases pre-owned merchandise at the retail business locations and pawn brokers regulated under the Pawn Brokers Regulation Act (205 ILCS 510/0.01).

Pre-owned merchandise means new or used jewelry, electronics, sporting goods and equipment including golf clubs, and power and hand tools. It does not include any merchandise taken or held for consignment sale or received in trade or in exchange for the merchant's other pre-owned merchandise.

Jewelry includes but not limited to watches, rings, bracelets, necklaces and any other article containing any precious or semi-precious stones or metal.

Electronics includes but not limited to the following general categories or type of devices, systems or components: computer including note pad, video, audio and video games.

Sporting goods includes any equipment used by a participant in sporting or recreational events or activities but specifically excludes personal fitness equipment.

Donation storage container includes collection boxes and receptacles made available to the public by schools, churches and other charitable organizations for donations of newspapers and newsprint.

SECTION 3.1: Amendment to Chapter 62, Section 62-6

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 62, Section 62-6 as follows,

Sec. 62-6. ~~Penalty.~~ Donation Storage Containers.

Any person or business found to have violated any provision of this division shall be fined not less than \$50.00 for the first offense and not more than \$750.00 for each subsequent offense. The business shall also have its business license suspended for five days for the first offense, ten days for the second offense, 30 days for the third offense, and have its license revoked after the fourth offense. No individual, business or other entity may operate a donation storage container or any other receptacle for the deposit of recyclables, clothing, household goods or other items unless specifically provided for under this Section. Schools, churches and other charitable organizations may operate and maintain donation storage containers for the collection of newspaper and newsprint for fundraising purposes. Such containers may not be located on the public right-of-way. Donation storage containers must be regularly emptied and maintained in good condition, and in no event shall an entity operating a donation storage container permit the accumulation debris in or around the donation storage container. Failure to empty or maintain a donation storage container and its surrounding area shall constitute a public nuisance, and any such

container shall be removed and stored by the village at the owner's expense. The village shall send written notice to the licensee responsible for the donation storage container within ten (10) days following any such removal. The village shall dispose of any such container after thirty (30) days if said container remains unclaimed.

SECTION 3.2: Adoption of Chapter 62, Section 62-7

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 62, Section 62-7 as follows,

Sec. 62-7. Penalty.

Any person, business or entity found to have violated any provision of this division shall be fined not less than \$50.00 for the first offense and not more than \$750.00 for each subsequent offense. The business shall also have its business license suspended for five days for the first offense, ten days for the second offense, 30 days for the third offense, and have its license revoked after the fourth offense.

SECTION 3.3: Amendment of Chapter 62, Section 62-26

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 62, Section 62-26 as follows,

Sec. 62-26. License- Required.

No person shall operate or carry on the business of junk dealer or keep any junkshop, store, yard, donation storage container or place for the donation, purchase or sale of junk, rags, old rope, paper or bagging, old iron, brass, copper, newspaper, newsprint or empty bottles without having obtained a license therefor as is provided in this article.

SECTION 3.4: Amendment of Chapter 62, Section 62-28

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 62, Section 62-28 as follows,

Sec. 62-28. Same- Fee.

The fee to be paid for an annual license under this article and for each vehicle used in the conduct of such business shall be as set by separate ordinance. No fee

shall be assessed for any license for a donation storage container operated by a school, church or other charitable organization.

SECTION 3.5: 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 amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION 4.0: 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.

PASSED this 6th day of October 2014.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 6th day of October 2014.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:

ORDINANCE NO. 1080

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

**AN ORDINANCE REVISING SECTION II (G) OF THE EMPLOYEE PERSONNEL
MANUAL REGARDING PAID TIME OFF BENEFITS FOR EXEMPT EMPLOYEES
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, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to revise Section II (G) of the Manual to define and clarify the procedures for the use of paid time off benefits by exempt employees of the Village; and

WHEREAS, the revisions to Section II (G) 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 II (G) of the Manual to define and clarify the procedures for the use of paid time off benefits by exempt employees of the Village, 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 II (G) 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 Manual remains current and effective, the Village Board authorizes the President or his designee to make revisions to Section II (G) of the Manual from time-to-time as needed to remain consistent with the intent of this Ordinance. The

revised Section II (G) of the Manual set forth on Exhibit A supersedes any previously adopted policies regarding vacation, personal, and sick time allocated to exempt employees including, without limitation, all prior versions of Section II (G) of the Manual. 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.

PASSED this 6th day of October 2014.

Carmen Recupito, Jr., Village Clerk

APPROVED this 6th day of October 2014.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

SECTION II EMPLOYEE CATEGORIES

[...]

G. EXEMPT EMPLOYEES

Exempt employees are those who meet the definition of exempt employees per the Fair Labor Standards Act. Exempt employees are compensated by salary level as well as additional exempt benefits and are expected to work full-time and often overtime hours as necessary to accomplish assignments or to meet deadlines. Under the FLSA, certain employees are exempt if their primary duty (50% or more of the employee's work time) is spent in executive, administrative, or professional work. Exempt employees include:

| | |
|--------------------------|--------------------------------|
| Police Chief | Community Center Director |
| Deputy Police Chief | Public Infrastructure Director |
| Human Resources Director | Village Administrator |
| Dispatch Center Director | |

For purposes of this subsection G, "paid time off" shall mean vacation time, sick leave and personal time awarded to exempt employees. The provisions of this subsection G establish the paid time off benefits of exempt employees. In the event of conflict between this subsection G and the remaining provisions of this Employee Personnel Manual, the provisions of this subsection G shall control and prevail with regard to the paid time off benefits of exempt employees.

Vacation time shall be awarded to exempt employees as of January 1st of each calendar year according to the following schedule:

| | |
|-------------------------------------|--------------------|
| 0 – 1 Year Employees | 40 Hours Per Year |
| 1 Year & 1 day – 4 Year Employees | 80 Hours Per Year |
| 4 Years & 1 day – 9 Year Employees | 120 Hours Per Year |
| 9 Years & 1 day – 19 Year Employees | 160 Hours Per Year |
| 19 Years & 1 day and Up | 200 Hours Per Year |

Sixty four (64) hours of sick leave shall be awarded to exempt employees as of January 1st of each calendar year.

Twenty four (24) hours of personal time shall be awarded to exempt employees as of January 1st of each calendar year.

Exempt employees shall receive the same holidays as non-exempt full-time employees.

Each year exempt employees may carryover a maximum of forty (40) hours of paid time off into the next successive calendar year. Exempt employees shall forfeit paid time off in excess of forty (40) hours that was awarded but not used during the calendar year.

Exempt employees shall be paid their accumulated and unused paid time off upon their separation from the Village.

Exempt employees that were previously employed by the Village in full-time (non-exempt) positions shall be entitled to retain their paid time off accrued as a full-time employee. Any accrued paid time off paid to an employee upon his or separation from the Village shall be paid at the employee's last hourly rate as a full-time (non-exempt) employee.

~~An Exempt employees shall submit a written request, on forms to be provided by the Human Resources Director, to the Village Administrator and the Human Resources Director for the use of accrued, paid time off when the exempt employee does not actually perform his or her job duties for at least forty (40) hours per week on average. No such request shall be required for absences of fewer than four (4) hours.~~

[...]

RESOLUTION NO. 1062

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

**RESOLUTION AUTHORIZING CLASS 6B TAX INCENTIVE FOR
CERTAIN PARCELS**

WHEREAS, the Village of Steger has an ongoing program of land redevelopment; and,

WHEREAS, part of the program deals with the development or re-development of commercial and light industrial properties in areas of the Village that have been declared blighted or in need of renewal and that require tax incentives to encourage development; and,

WHEREAS, the Village of Steger is located in Bloom Township and all of Bloom Township has been pre-certified

WHEREAS, the Village has acquired much of the property in these areas to preserve it from further waste and underutilization; and,

WHEREAS, the Village has determined that real estate taxes in these areas have declined, remained stagnant, or cannot be fully realized due to underutilization of the properties; and,

WHEREAS, upon presentation of the development plan by the Class 6B Applicant, the Village has a reasonable expectation that the proposed commercial development is both viable and likely to go forward on a timely basis if granted a Class 6B designation, and will therefore result in the economic enhancement of the area; and,

WHEREAS, the Applicant, Developer and Prime Tenants have demonstrated the business experience and financial strength to successfully complete the development and occupancy of the proposed property; and,

WHEREAS, certification of the commercial development project for Class 6B designation will materially assist development and rehabilitation of the area and will not go forward without obtaining the full benefit of the incentive offered under Class 6B and,

WHEREAS, certification of the commercial development project for Class 6B designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the designated area.

NOW THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will in the State of Illinois, that the Village of Steger has declared the subject area to be blighted and in need of renewal, and therefore supports and consents to the reclassification of the subject property and requests the Cook County Assessor to classify the following described property as Class 6B under the Cook County Real Property Classification Ordinance:

LEGAL DESCRIPTION

PROPERTY TAX INDEX NUMBERS

32-33-307-041-0000
32-33-307-042-0000
32-33-307-043-0000
32-33-307-044-0000
32-33-307-045-0000
32-33-307-046-0000
32-33-307-047-0000
32-33-307-048-0000

FURTHER, the Village Clerk is directed to send a certified copy of this resolution to the office of the Cook County Assessor.

THIS RESOLUTION shall be in full force and effect upon its passage and approval as made and provided by law.

PASSED this 6th day of October, 2014.

Carmen Recupito, Jr., Village Clerk

APPROVED this 6th day of October, 2014.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Those Voting For:
Those Voting Against:
Those Not Voting:

WHEREAS, a public agency may, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves; and

WHEREAS, in order to have an effective mutual aid agreement for law enforcement resources and services, this Village recognizes that it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters; and

WHEREAS, the Village recognizes the need for the Village to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies; and

WHEREAS, there exists a certain Memorandum of Understanding Mutual Aid Agreement (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A, which other public agencies in the south suburban region of the Chicago area are prepared to execute, in order to provide and receive law enforcement mutual aid services as set forth in the Agreement; and

WHEREAS, it is the anticipation and intention of the Village that this Agreement will be executed in counterparts as other public agencies choose to enter into the Agreement and strengthen the number of signatory public agencies and resources available from those public agencies; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to adopt an agreement with terms substantially the same as the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions, and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED by the President and 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 Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement pursuant which the Village may provide and receive law enforcement mutual aid services and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

That the Village Board hereby approves the Agreement. The Village Board further authorizes and directs the President or his designee to enter into and approve the Agreement, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes

and directs the President or his designee to execute the Agreement with such insertions, omissions, and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents, and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith.

**ARTICLE III.
HEADINGS, SAVINGS CLAUSES, PUBLICATION,
EFFECTIVE DATE**

SECTION: 4 Headings.

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

SECTION: 5 Severability.

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

SECTION: 6 Superseder.

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

SECTION: 7 Publication.

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

SECTION: 8 Effective Date.

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

(SIGNATURE PAGE TO FOLLOW)

PASSED this 6th day of October 2014.

Carmen Recupito, Jr., Village Clerk

APPROVED this 6th day of October 2014.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

SOUTH SUBURBAN EMERGENCY RESPONSE TEAM

Memorandum of Understanding Mutual Aid Agreement

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1-8, 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1 and 745 ILCS 10/7-101-103, Illinois Compiled Statutes, as follows:

Section 1. PURPOSE OF AGREEMENT

This agreement is made in recognition of the fact that natural or man-made occurrences may result in situations that are beyond the ability of the individual communities to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons and property of all the citizens.

Section 2. DEFINITIONS

For the purposes of this agreement, the following terms are defined as follows:

- A. "SOUTH SUBURBAN EMERGENCY RESPONSE TEAM S.S.E.R.T.) An organization of the South Suburban Police Departments participating in this mutual aid agreement.
- B. "DISASTER"
An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.
- C. "MUNICIPALITY"
A city or village or government entity having a recognized Police Department.
- D. "MUTUAL AID"
A definite and pre-arranged written agreement and plan whereby regular response and assistance is provided in the event of a request from the stricken municipality to the aiding municipalities in accordance with the South Suburban Emergency Response Team policy as adopted by the Police Chiefs of the participating communities.
- E. "PARTICIPATING MUNICIPALITIES"
A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other municipalities for rendering and receiving mutual aid in the event of a disaster or police emergency.
- F. "STRICKEN MUNICIPALITY"
The municipality in which an emergency or disaster occurs that is of such magnitude that it cannot be adequately handled by the local police department.

G. "AIDING MUNICIPALITY"

A municipality furnishing police equipment and manpower to a stricken municipality.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The Village President, Mayor or the Head of the Authorized Governmental Agency is authorized on behalf of the municipality to enter into, and from time to time alter and amend on the advice of the Police Chief and with the consent of the governing body of that municipality, an agreement with the other municipalities for mutual aid and according to the following:

- A. Whenever a disaster or police emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the South Suburban Emergency Response Team coordinators are authorized to and shall forthwith take the following action:
 1. Immediately determine what resources are required.
 2. Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken community.
 3. Dispatch immediately the personnel and equipment required to assist the stricken municipality in accordance with the South Suburban Emergency Response Team policy and guidelines.
- B. The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the police assignments if local conditions prohibit response.
- C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for the operations at the scene.
- D. It is expected that the request for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own communities as soon as the situation is restored to the point that permits the stricken municipality to satisfactorily handle the situation with its own resources or, as per item B above, when the aiding municipality so desires.
- E. All services performed under this agreement shall be rendered without reimbursement of any party from the others. Request for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected municipal boards or councils.

- F. Each participating municipality assumes the full responsibility for members of its police force acting pursuant to this agreement, both as indemnification of said police officers as provided for by 65 ILCS 5/1-4-6, Illinois Compiled Statutes, and as to personal benefits to said police officers, all to the same extent as they are protected, insured indemnified, and otherwise provided for by the statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.

- G. The police chiefs of the participating municipalities shall maintain a governing board and oversee operational plans for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

Section 4. TERMINATION

Any municipality may withdraw from the South Suburban Emergency Response Team agreement by notifying the governing board in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

Section 5. ADOPTION

This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in signing of this agreement by the Village President, Mayor or the Head of the Authorized Governmental Agency.

IN WITNESS WHEREOF, this agreement has been duly executed by the following parties:

Name of Governmental Municipality/Entity Chief of Police

Government Agency Head/Title

ATTEST:

Clerk Date: _____

The Ides of March

Featuring Jim Peterik

Contract Rider

The following rider has been prepared by The Ides of March and their staff. This rider is attached to and hereby made part of the contract dated _____ between **The Ides of March** (hereinafter referred to as Artist) and _____ (hereinafter referred to as Purchaser.)

We have designed the contract rider to answer any questions that you may have and to ensure a smooth performance. This will enable us to perform at our best, and every effort shall be made to make your event a success. WE will try to be as flexible as possible to work out any problems. No part of this contract rider may be altered or deleted without the express consent of:

Paradise Artists Inc.

108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024
Office: 805.684333
Fax: 805.646.3367

This rider forms an integral part of the agreement, thus being legal and binding to both parties. Any agreement returned with the rider unattached, unsigned or altered without prior consent from Paradise **Artists Inc.** or the Artist will be deemed null and void. This will be considered reason for Immediate Cancellation.

1. **Billing:** When headlining, The Ides of March shall receive 100% Sole Star Billing on all advertising and publicity pertaining to the engagement. No other act shall receive billing in equal size or prominence without Artist's prior consent.
2. **Advertising Content:** Artist or Artist's Agent shall have final approval of any and all advertising, in both copy and layout form, before it is published in print.
3. **Cancellation:** Artist has the right to cancel this engagement in writing within 30 days due to movie, television, recording or support touring opportunities or unavoidable circumstances.
4. **Force Majeure:** If any member of Artist's party shall become ill or incapacitated, or if artist shall be Unable for any reason outside of his control to attend the engagement, Artist shall not be required to perform the engagement, in which instance, any monies paid by Purchaser shall be returned forthwith and neither party of this agreement shall be under any further obligation to each other for any further performance.
5. **Balance:** Balance of guarantee must be made available to Artist's representative prior to performance in Cash or Cashier's Check upon request.

6. Staging Requirements:

- At least 24' by 40' stage, with canopy, tarps, and sheet plastic to be provided by Purchaser, at no cost to artist, in the event of inclement weather at outdoor venues
- Entire stage and wings to be skirted
- At least two staircases on both sides of stage
- Risers for Drums, Percussion and Keyboards (See separate Stage Plot Diagram)

Lighting Requirements

- Follow spot and mix tower and blow through cover
- 36-channel lighting system with 30 par cans or equivalent
- All supports and cables

Sound Requirements

- Three-way JBL, EV, Meyers, or equivalent Speaker System.
- No less than 12 15" subwoofers, 6 midrange horns and 6 tweeter arrays
- Yamaha LS9 32 channel mixing console – NO SUBSTITUTES, please
- Monitors are in-ear and will be driven from the LS9 console
- House system equalizers and 3-way crossovers
- No less than 15,000 watts of power for main speakers
- Subwoofer for Drum Riser if available
- No less than 32 microphones and cables, no less than 4 direct boxes
- Two sound engineers
- One stage Manager/Light Board Operator shall be provided by buyer
- Backline instruments to be provided per Artist's specifications

7. **Inspection:** Prior to performance, risers, sound and lighting banks are to be inspected by Artist's crew for safety. Any unsafe conditions are to be corrected before performance.
8. **Stage Access:** Crew and stagehands will have access to stage area 3 hours prior to start of show.
9. **Sound Check:** Band shall have ability to both line check and sound check prior to show.
10. **Comps:** Purchaser shall provide 16 complimentary tickets for Artist to use at their discretion.
11. **Transportation:** Purchaser shall provide a parking facility for van and trailer throughout load-in, performance and load-out, in close proximity to venue. Parking for Artists' vehicles shall also be provided.
12. **Stage Hands:** Purchaser shall provide a minimum of 4 sober and physically able people (high school football players work well) at the beginning and especially the end of show to help road crew load in and out.
13. **Lodging:** For engagements more than 80 miles from the metropolitan Chicago area, purchaser shall provide 11 single hotel rooms to accommodate Artists and crew, i.e. Holiday Inn, Ramada Inn, etc.
14. **Dressing Room Requirements:**
- Artists require a clean, well-lit, air conditioned and heated dressing room with adequate space for twelve (12) people. This room must be equipped with hot and cold running water, clean private toilet facilities and washbasin.
 - Dressing Room must have direct access to the stage (no more than 150 feet from stage.)
 - Twelve (12) clean bath size towels must be provided
 - A key to lock the dressing room is to be made available to Artist's representative upon arrival. If dressing room is unable to be locked, Purchaser must provide one additional security person, specifically to guard the dressing room area.
 - No one, except working personnel, performers and authorized guests are permitted backstage or in dressing room before, before, during or after performance. All guests to have dressing room access must be cleared through Artist's Road Manager or designated representative.

15. **Beverages:** Purchaser shall provide the following:
 - One (1) case of bottled water for on stage
 - Chest of ice for with an assortment of Coca Cola, Diet Coke, 7-Up, Ice Tea and unsweetened fruit juices.
 - One (1) pot of hot coffee with sufficient supply of cream and sugar.
 - One (1) case of premium beer, following engagement (if acceptable.)

16. **Food:** Purchaser shall provide the following:
 - One (1) deli plate and One (1) fresh fruit platter for road crew upon their arrival.
 - One (1) hot meal for eleven people exclusively for Artists and their crew upon their arrival, such as fried chicken, ribs, hot beef, vegetables, potatoes, etc.
 - Three (3) hot pizzas delivered to dressing room for after the performance.

17. **Directions:** Purchaser shall provide management with a map of performance area and with directions to performance location from nearest interstate highway.

18. **Recording:** No portion of the performance rendered hereunder may be photographed, recorded, filmed, taped or embodied in any form for the purpose of reproducing such performance, and Purchaser agrees that he will not authorize any such recording.

19. **Merchandising:** Artist shall have the sole and exclusive right, but not the obligation, to sell souvenir merchandise carrying Artists' name (i.e. T-shirts, Photos, Hats, etc.) including CD's and DVD's in connection with and a performance hereunder, and the receipts thereof shall belong exclusively to Artist. Purchaser shall provide two 8-foot tables and eight (8) chairs in a highly visible area for merchandise and autograph signing.

20. In case of any conflict in terms, the terms contained in this Rider shall prevail over any other, including any printed, handwritten, or typed terms located elsewhere in this contract. Management specifically accepts all terms of this rider unless they are waived by Employer or his representative. Such a waiver shall be effective only if initialed by both Artist and Purchaser.

Accepted and Agreed to:

Accepted and Agreed to:

By: _____
For Purchaser

By: _____
For Artist

Date: _____

Date: _____

The Ides of March

Featuring Jim Peterik

Back Line Requirements:

Drums:

One Pearl Prestige Session or equivalent drum kit, preferred red or black in color, including:

- One 22" Kick Drum
- Three Rack Toms – 10", 12", and 13" or 14"
- One Floor Tom 16" x 16"
- One 5" x 14" Snare Drum

Hardware: One Snare drum stand, one High Hat Stand, one adjustable-height Drum Seat, Four (4) Cymbal Stands with booms, one DW5000 or DW7000 Double Bass Drum Pedal, One small electric fan.

Cymbals: All Zildjian: Two 18" Medium or Med.-Thin Crash, One 17" Medium or Med.-Thin Crash, One 20" or 22" Rock Ride Cymbal, One set of 2 High Hat Cymbals 14".

Percussion:

- One set LP Congas mounted on adjustable double stand
- One set LP Timbales mounted on adjustable double stand
- One Cowbell mounted on Timbales
- One Zildjian 17" Thin Crash cymbal mounted on adjustable Stand
- One LP Tambourine

Lead Guitar: Jim

- 1st Choice: Orange Dual Terror Amp, with two Speaker Cabinets with 12" Speakers [OR]
- 2nd Choice: Matchless Guitar Amp (Any model) [OR]
- 3rd Choice: Fender Blues DeVille or Hot Rod DeVille Amp
- Clear sonic blocker

Rhythm Guitar: Larry

- 1st Choice: Orange Tiny Terror Amp [OR]
- 2nd Choice: Fender Blues DeVille Amp
- Clear sonic blocker

Bass Guitar: Bob

- 1st Choice: Hartke 400 Watt Bass Amp head with two speaker cabinets: (1) 1 x 15", and (1) 4 x 10" [OR]
- 2nd Choice: Ampeg SVT Amp head with two speaker cabinets: (1) 1 x 15", and (1) 4 x 10"

Keyboards: Jim

- One Yamaha S80 or S90 Synthesizer (no substitutes, please)
Must have Yamaha OEM Sustain Pedal
- One double brace "X" keyboard adjustable stand.
NO single brace, A-frame, or single pole stands, please.

Keyboards: Scott

- Hammond XK-3 or XK-3C with Hammond OEM volume pedal (No substitutes, please)
If a working Hammond B-3/C-3 Console organ w/ Leslie Speaker is on site, this will work as well.
- One Leslie Speaker Model 3300 (Preferred,) OR vintage Leslie 971, 122, or 147. No substitutions, please.
If using vintage Leslie, it should be capable of slow (chorale) and fast modes,
Floor Preamp must be in perfect working order, with intact, viable multi-contact cables.
- Roland KC-500 Amp or equivalent. Must be 300 Watt Minimum
- Two Heavy-duty double-brace "X" keyboard adjustable stands.
NO single brace, A-frame, or single pole stands, please.
- HEAVY-DUTY organ bench / stool (B-3 bench is okay-PIANO bench is NOT)
- All Patch Cables
- ONE of the following keyboards:
- 1st Choice: Korg SV-1 **73-Key** Stage Piano (Preferred) (61 or 88 key version is not acceptable) [OR]
- 2nd Choice: Korg M-50 **76-Key** Synth. (61 or 88 key version is not acceptable) [OR]
- 3rd Choice: Yamaha Motif **76-Key** Synth. (61 or 88 key version is not acceptable)
- OEM Factory Patches Installed

The Ides of March

Featuring Jim Peterik

Sound and Riser Requirements

Console: F.O.H. 32 Input Yamaha LS9

Processing: All Gates, Compressors, Reverbs and Delays are internal to LS9

Monitors: 8 in-ear monitors with transmitters and receivers (Sennheiser or Shure)
Band will provide their own ear buds

Risers: One 8' x 8' Drum Riser

One 8' x 8' Keyboard Riser

One 8' x 8' Percussion Riser

If stage is small, only the drum riser is mandatory

See separate Stage Plot Diagram for positioning

The Ides of March

Featuring Jim Peterik

Input List

| Channel | Description | Microphone | Insert | Mic Stand | Mon. Input |
|---------|-------------------|---------------|-----------|----------------|------------|
| 1 | Kick Drum | Beta 52/d-112 | Comp | Short Boom | |
| 2 | Snare | 57 | | Short Boom | |
| 3 | Under Snare | 57 | | Short Boom | |
| 4 | High Hat | SM-81/451 | | Straight Stand | |
| 5 | Rack Tom 1 | Beta 98 | | Claw | |
| 6 | Rack Tom 2 | Beta 98 | | Claw | |
| 7 | Rack Tom 3 | Beta 98 | | Claw | |
| 8 | Floor Tom | Condenser | | Claw | |
| 9 | Overhead Left | Condenser | | Tall Boom | |
| 10 | Overhead Right | Condenser | | Tall Boom | |
| 11 | Congas | 57 | | Tall Boom | |
| 12 | Timbales | 57 | | Tall Boom | |
| 13 | Bass Guitar | XLR Line | Comp | | |
| 14 | Elec. Guitar SR | 57 | | Short Boom | |
| 15 | Elec. Guitar SL | 57 | | Short Boom | |
| 16 | Acoustic Guitar | Direct Box | | | |
| 17 | Keyboard Jim | Direct Box | | | |
| 18 | Trombone | Provided | 48v. | | |
| 19 | Open | | | | |
| 20 | Trumpet | Provided | 48v. | | |
| 21 | Sax | 421/Beta 58a | | Tall Boom | |
| 22 | Keyboard Scott SL | XLR Line | | | |
| 23 | Leslie High | 57 | Comp | Tall Boom | |
| 24 | Leslie Low | d-112 | 48v. Comp | Short Boom | |
| 25 | SR Vocal- Larry | Beta 58a | Comp | Tall Boom | |
| 26 | SRC Vocal | Beta 58a | Comp | Tall Boom | |
| 27 | C Vocal- Jim | W/L Provided | | Tall Boom | |
| 28 | SL Vocal- Bob | Beta 58a | | Tall Boom | |
| 29 | Percussion Vocal | Beta 58a | | Tall Boom | |
| 30 | Drum Vocal- Mike | Provided | | | |
| 31 | Keys Vocal- Scott | Provided | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |

The Ides of March

Featuring Jim Peterik

Room Assignments- 11 Rooms

One Single Deluxe Room

- **Jim Peterik**
- **Larry Millas**
- **Bob Bergland**
- **Mike Borch**
- **Tim Bales**
- **Scott May**
- **Dave Stahlberg**
- **Toby Bermann**
- **Frank Pappalardo**
- **Ed Tillrock**
- **Ray Gerlich**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
The Ides of March

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
PO BOX 1821

City, state, and ZIP code
Ojai, CA 93024

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 3 | 6 | - | 3 | 7 | 2 | 9 | 8 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Jackie Van Etter* Date ▶ *2/24/13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|---|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Paradise Artists, Inc. | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) P.O. Box 1821 | Requester's name and address (optional) |
| City, state, and ZIP code Ojai, CA 93024 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] [] - [] [] [] [] | |
| Employer identification number | |
| 77 - 0172503 | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--------------------------|----------------------|
| Sign Here | Signature of U.S. person | Date ▶ 5/9/14 |
|------------------|--------------------------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

1. Person signing this contract personally guarantees they are authorized to do so.
2. No performance of the engagement shall be recorded, reproduced, or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Artist.
3. Artist shall receive 100% top billing in all advertising, lights, displays, radio, marquees, programs, and any and all other advertising and publicity media.
4. Should inclement weather render performance impossible or not feasible, Purchaser shall nevertheless pay Artist(s) full compensation as provided herein.
5. All opening/support attractions shall be subject to Artist's prior written approval and shall be paid for by Purchaser.
6. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Los Angeles, California in accordance with the rules and regulations then obtaining of the American Arbitration Association governing three-member panels. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ADDITIONAL TERMS AND CONDITIONS:

1. ARTIST'S NAME OR LIKENESS MAY NOT BE USED AS AN ENDORSEMENT OF ANY PRODUCT, SERVICE OR COMPANY IN CONNECTION WITH ANY COMMERCIAL TIE-UP WITHOUT ARTIST'S PRIOR WRITTEN CONSENT.
2. IN THE EVENT OF SICKNESS OR OF ACCIDENT TO ARTIST, OR IF A PERFORMANCE IS PREVENTED, RENDERED IMPOSSIBLE OR INFEASIBLE BY ANY ACT OR REGULATION OF ANY PUBLIC AUTHORITY OR BUREAU, CIVIL TUMULT, STRIKE, EPIDEMIC, INTERRUPTION IN OR DELAY OF TRANSPORTATION SERVICES, WAR CONDITIONS OR EMERGENCIES OR ANY CAUSE BEYOND THE CONTROL OF ARTIST, IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CLAIM FOR DAMAGES BY EITHER PARTY TO THIS CONTRACT AND ARTIST'S OBLIGATIONS AS TO SUCH PERFORMANCES SHALL BE DEEMED WAIVED. IN THE EVENT OF SUCH NON-PERFORMANCE FOR ANY OF THE REASONS STATED IN THIS PARAGRAPH, THE MONIES (IF ANY) ADVANCED TO ARTIST HEREUNDER SHALL BE RETURNED ON A PRO-RATA BASIS. INCLEMENT WEATHER RENDERING PERFORMANCE IMPOSSIBLE OR INFEASIBLE SHALL NOT BE DEEMED AN EMERGENCY AND FULL PAYMENT OF THE AGREED UPON COMPENSATION SHALL BE MADE NOTWITHSTANDING. IF PURCHASER AND ARTIST(S) DISAGREE AS TO WHETHER RENDITION OF PERFORMANCE(S) IS IMPOSSIBLE OR NOT FEASIBLE BECAUSE OF INCLEMENT WEATHER, ARTIST'S DETERMINATION AS TO PERFORMANCE SHALL PREVAIL.
3. IF, ON OR BEFORE THE DATE OF ANY SCHEDULED PERFORMANCE, PURCHASER HAS FAILED, NEGLECTED OR REFUSED TO PERFORM ANY CONTRACT WITH ANY OTHER PERFORMER FOR ANY EARLIER ENGAGEMENT, OR IF THE FINANCIAL STANDING OR CREDIT OF PURCHASER HAS BEEN IMPAIRED OR IS UNSATISFACTORY, ARTIST SHALL HAVE THE RIGHT TO DEMAND THE PAYMENT OF THE GUARANTEED COMPENSATION FORTHWITH. IF PURCHASER FAILS OR REFUSES TO MAKE SUCH PAYMENT FORTHWITH, ARTIST SHALL HAVE THE RIGHT TO CANCEL THIS ENGAGEMENT BY NOTICE TO PURCHASER TO THAT EFFECT, AND IN SUCH EVENT, ARTIST SHALL RETAIN ANY AMOUNTS THERETOFORE PAID TO ARTISTS BY PURCHASER.
4. ARTIST SHALL HAVE THE RIGHT TO SELL SOUVENIR ITEMS, INCLUDING BUT NOT LIMITED TO T-SHIRTS, BOOKS, PHOTOGRAPHS, AND RECORDINGS ON THE PREMISES OF THE PLACE(S) OF ENGAGEMENT WITHOUT ANY PARTICIPATION IN THE PROCEEDS BY PURCHASER SUBJECT, HOWEVER, TO CONCESSIONAIRE'S REQUIREMENTS, IF ANY.
5. IT IS AGREED THAT ARTIST SIGNS THIS CONTRACT AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. ARTIST SHALL HAVE EXCLUSIVE CONTROL OVER THE MEANS AND METHODS EMPLOYED IN FULFILLING EACH OBLIGATION OF ARTIST HEREUNDER, IN ALL RESPECTS AND IN ALL DETAILS, THIS CONTRACT SHALL NOT, IN ANY WAY BE CONSTRUED SO AS TO CREATE A PARTNERSHIP, OR ANY KIND OF JOINT UNDERTAKING OR VENTURE BETWEEN THE PARTIES HERETO.
6. PURCHASER SHALL PAY ALL COSTS OF ANY ADDITIONAL ARTIST AS MAY BE REQUIRED BY ANY JURISDICTIONAL AUTHORITY, OTHER THAN THOSE ARTISTS FURNISHED AS PART OF ARTIST'S REGULAR GROUP.
7. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT PARADISE ARTISTS, INC. IS ACTING AS AGENT FOR ARTIST, SOLELY IN CONNECTION WITH THE ARTIST'S LIVE PERFORMANCE AND THAT PARADISE ARTISTS, INC. SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION ON THE PART OF EITHER ARTIST OR PURCHASER IN CONNECTION WITH THIS AGREEMENT OR THE LIVE PERFORMANCE BY ARTIST AS CONTEMPLATED HEREIN. IT IS FURTHER AGREED NEITHER PURCHASER NOR ARTIST WILL NAME OR JOIN PARADISE ARTISTS, INC. AS A PARTY IN ANY CIVIL ACTION OR SUIT ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT.
8. THIS CONTRACT CANNOT BE ASSIGNED OR TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF ARTIST. IT CONTAINS THE COMPLETE UNDERSTANDING OF THE PARTIES HERETO AND MAY NOT BE AMENDED, SUPPLEMENTED, VARIED OR DISCHARGED, EXCEPT BY INSTRUMENT IN WRITING. THE VALIDITY, CONSTRUCTION AND EFFECT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, REGARDLESS OF THE PLACE OF PERFORMANCE. THIS CONTRACT IS NOT BINDING UPON THE PARTIES UNTIL EXECUTED AND DELIVERED BY ARTIST OR HIS DESIGNEE TO PURCHASER. THE TERMS "ARTIST" AND "PURCHASER" AS USED HEREIN SHALL INCLUDE AND APPLY TO THE SINGULAR AND THE PLURAL AND TO ALL GENDERS.

SIGNATURE

DATE

108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

PARADISE ARTISTS, INC.

Tel: (805) 646-8433
Fax: (805) 646-3367

CONTRACT #: 35839

Agreement made this date, Friday, September 26, 2014 by and between The Ides of March (hereinafter referred to as Artist) and Village of Steger (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST(S): The Ides of March featuring Jim Peterik 100% HEADLINE FESTIVAL BILLING

EVENT: Steger Days

VENUE: Veteran's Memorial Park 35th and Hopkins,
Steger, IL 60475

Phone: (630) 697-7077

Production Contact: Matt Wenzel
(630) 697-7077
mwenzel@villageofsteger.org

DATE(S): Thu. July 16, 2015

Artist to perform one (1) show approximately 120 minutes in length

TYPE: Concert

TICKETS: Quantity Grs Price Cmp/Kls Deduct Net Price Discrptn

No. Days/Shws: 1 / 1
Doors Open: 4:00PM
Show Time[s]: Approx. 6:30PM
Onstage: Approx. 8:30PM

GP: \$0.00 Capacities Merchandising
Tax: Per Show: Artist sell: 100 %
Net: \$0.00 Total tkts: 0 Build sell: 100 %

TERMS: \$10,000.00 Flat Guarantee

Artist to provide and pay for ground transportation, backline equipment and hotel accommodations.

ADDITIONAL PROVISIONS:

Purchaser will provide and pay for sound and lights to meet with artists rider specifications. Deposit will be non refundable should any portion of contract or rider be breached by the purchaser. Artist will be paid in full - rain or shine.

OTHER ACT[S]: TBD

PAYMENTS: \$5,000.00 US deposit to Paradise Artists, due by: October 9, 2014

The balance of the guarantee (\$5,000.00) shall be paid to Artist or Artist's representative immediately prior to sound check via cash or cashier's check.

The signed contracts are due back to Paradise Artists by: 10/9/2014

| | |
|---|--|
| Paradise Artists, Inc.' Bank Wire Information | Ojai Community Bank ABA#: 122-243-910 Account#: 011-00-6012 402 W. Ojai Avenue #102, Ojai, CA 93023 |
|---|--|

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Paradise Artists, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither Paradise Artists, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

This contract shall not be binding unless signed by all parties hereto. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute a part of this agreement and shall be signed by all parties to this contract. In the event of a conflict between any such attached Addendum and/or Rider and this Agreement, the attached Addendum and/or Rider, as applicable, shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

The Ides of March

Fed ID #: 36-3729845

Village of Steger

Ken Peterson

X

X

C/O Paradise Artists, Inc.
108 E. Matilija Street P.O. Box 1821
Ojai, CA 93024

35 W. 34th Street
Steger, IL. 60475
(708) 754-3395 Fax:

BOOKING AGENT: Jim Lenz

CONTACT: Matt Wenzel

Return all copies to: Paradise Artists, Inc.



PARADISE ARTISTS, INC.

September 26, 2014

Matt Wenzel
Village of Steger
35 W. 34th Street
Steger, IL 60475

**RE: THE IDES OF MARCH FEATURING JIM PETERIK
STEGER DAYS
VETERAN'S MEMORIAL PARK
STEGER, IL
THU. JUL. 16, 2015**

Dear Matt,

Enclosed please find copies of the contract and rider regarding the above referenced engagement.

Please review the contract and rider carefully. Please sign all of the copies of the contract and rider and return all of the copies to me along with the deposit(s) as specified below.

\$5,000 US deposit to Paradise Artists, due by: October 9, 2014

All payments should be made payable to Paradise Artists, Inc. and should be by cashier's check, bank wire or money order. Paradise Artists, Inc. bank wire information is detailed on the face of the enclosed contract.

NOTE: Wire transfers, checks and money orders must include a reference to the showdate and artist to receive proper credit.

Upon counter-signature by the Artist, a fully executed copy of the contract and rider will be returned to you for your files. Do not advertise or publicize this engagement until you are in receipt of the fully executed copy of the contract and rider.

If you have any questions regarding the above or the enclosed, please feel free to call me.

Sincerely,
PARADISE ARTISTS, INC.

Jim Lenz

Enc.

ARTIST ENGAGEMENT AGREEMENT

This contract made for entertainment, this 3rd day of Oct. 2014 between "KASHMIR" (herein after referred to as ARTIST) and Village of Steger / Ken Peterson

(herein after referred to as PURCHASER). It is hereto agreed that PURCHASER hereby engages ARTIST and ARTIST hereby agrees to perform said engagement, and to be bound by all terms and conditions set forth herein.

- 1. Place of engagement: "Steger Days" Veteran's Memorial Park
1a. Address of engagement: 35th And Hopkins St. Steger IL. 60475
2. Date of engagement: Sun. July 19th 2015 Rain or Shine (Tent)
3. Times: 8 pm until 10 pm
4. Billing: Headline 4a. Admission:
5. Wage: \$ 6000. Six Thousand Dollars (in Check) less 15 % deposit (\$ 900.) Balance \$ 5100.

All payments shall be paid in CASH unless hereby noted. Wage, as above, shall be paid by PURCHASER to ARTIST upon completion of engagement.

- 6. Sound provided by: Purchaser 6a. Lights provided by: Purchaser
7. Equipment load in: TBA Sound check: TBA Equipment load out: Following show ASAP
8. Special Provisions and Additional Requirements: See attached Rider:

9. ARTIST'S obligation hereunder are subject to prevention by sickness, accident, Acts of God, labor disputes, or any other cause beyond control of ARTIST. 9b. Recording, reproduction, or transmission of ARTIST'S performance is prohibited absent written consent by same.

WE ACKNOWLEDGE AND CONFIRM THAT WE HAVE READ AND APPROVE THE TERMS AND CONDITIONS SET FORTH HEREIN.

Ken Peterson PURCHASER "KASHMIR" ARTIST
X (signature) X (signature)

35 W. 34th St.
Steger, IL. 60475 (address)
(Phone)

c/o: TOP DOG Mgmt.
2942 45th ST.
Highland, IN. 46322
Office (219) 922-4800
Mobile(219) 805-1180

Cabin 7 Promotions: cabin7promo@gmail.com
Matt Wenzel 630-697-7077

Payment to be made to:
Frank Livingston

kashmirfrank@comcast.net

“Kashmir” Rider:

Special Provisions and Additional Requirements:

Shelter from the Elements for Band & Gear

Dressing Area with Mirror

Refreshments – Bottled water, Soft Drinks, & Veggie Tray

Designated “Meet & Greet / Merchandise area near stage

(100 % to “Kashmir”)

Access to restroom near stage

Parking near stage for Equipment vehicles

Covered Pre-Stage area

Access to Backline & line check with production crew Before opening act

Stage Security

Communication with Production Company prior to show

(Please include contact info: _____)

X _____ (signature)

Proposal

Rich Sealcoating, Inc.

22658 Fredrick Rd

Steger, IL 60475

708-856-2459

Fax: 708-877-2512

Email: Richsealcoating@yahoo.com

Website: Richsealcoating.com

| | |
|--|--------------------------|
| Proposal Submitted to: Village of Steger | Date: 9-30-14 |
| Street: 35 W 34th St | Job: Asphalt maintenance |
| City, State, Zip: Steger, IL 60475 | Location: Kmart sealcoat |
| Phone: 1-708-754-3395 Fax: | Contact Name: Dave |

Work to be performed:

- Sealcoat and strip Approximately 165,700 sq ft
- Crackfill Approximately 10,000 ln ft

Price:

\$16,200.00

\$4,500.00

Total:

*See Notes

- Grind perimeter of 75' x 45'
- Fill center area with asphalt binder to bring within 1.5" of grade
- Pave with asphalt N50 surface and compact to a depth of 1.5"

*** Materials and workmanship guaranteed for 1 year.**

**** All payments must be made at completion of service, when paying by credit card a charge of 3% of the total owed will be added.**

All work will be completed as designated above using industry standards, any changes to the directions agreed upon will need to be provided in writing. Work and material warranty for 12 months. Warranty does not cover normal wearing, snow removal equipment damage to area or premature traffic before set time is complete. If payment is not made in a timely manner, we reserve the right to charge a 10% finance charge over 30 days.

Authorized Signature:

Brian Rich

Note this proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above price(s) specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as noted above. Payment will be made as required above.

Customer Name (print):

Customer Signature:

Proposal

Rich Sealcoating, Inc.

22658 Fredrick Rd

Steger, IL 60475

708-856-2459

Fax: 708-877-2512

Email: Richsealcoating@yahoo.com

Website: Richsealcoating.com

| | |
|--|--|
| Proposal Submitted to: Village of Steger | Date: 9-30-14 |
| Street: 35 W 34th St | Job: Asphalt maintenance |
| City, State, Zip: Steger, IL 60475 | Location: <u>3320 LEWIS ST. STEGER IL, 60475</u> |
| Phone: 1-708-754-3395 Fax: | Contact Name: Dave |

Work to be performed:

Price:

- Asphalt paving Approximately 9940 sq ft

Total: \$24,950.00

*See Notes

- Grade existing stone lot on North side
- Add CA 6 as needed
- Compact stone base
- Pave with asphalt binder to a compacted depth of 1.5"
- Pave with asphalt N50 surface and compact to a depth of 1.5"
- Install parking spaces and 1 ADA van accessible space with 2 coats of DOT paint
- Village will install car stops as desired

*** *Materials and workmanship guaranteed for 1 year.***

**** *All payments must be made at completion of service, when paying by credit card a charge of 3% of the total owed will be added.***

All work will be completed as designated above using industry standards, any changes to the directions agreed upon will need to be provided in writing. Work and material warranty for 12 months. Warranty does not cover normal wearing, snow removal equipment damage to area or premature traffic before set time is complete. If payment is not made in a timely manner, we reserve the right to charge a 10% finance charge over 30 days.

Authorized Signature:

Brian Rich

Note this proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal - The above price(s) specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as noted above. Payment will be made as required above.

Customer Name (print):

Customer Signature:

Bloom Trail Theatre Troupe (T3)

September 26, 2014

Steger Village Board
Board Members

Dear Steger Village Board Members:

Bloom Trail Theatre Troupe is a self-funded group of high school student actors, stagehands, light and sound operators, visual artists, and their parents and family members who come together twice a year to put on theatrical productions for our community. The troupe presents a fall musical and a spring children's production that features its well-recognized Princess Party.

T3 alum have gone on to perform at well respected venues such as Disney and Second City, in addition to, independent festival films and various Chicago theatre district endeavors.

We are asking for permission to have access at the corner of Chicago Road and Steger Road to collect donations. We are hoping for Saturday, October 25, 2014. On this date, T3 parent members would like to use this corner to collect donations. Our members will be wearing a safety vest and will also have Tootsie Rolls and/or lollipops to pass out to those offering donations.

This request is being made to help fund the fall production of 'Joseph and the Amazing Technicolor Dreamcoat', which will be performed November 20-22, 2014.

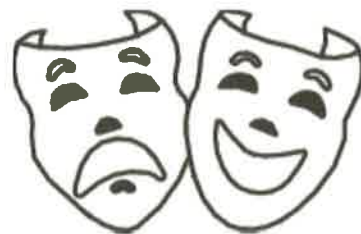
Any questions or concerns can be brought to the attention of Fran Leach at 708-516-9562, Celeste Glowacki at 708-754-4788, Mr. Matt Kunkel, director of theatre productions at Bloom Trail High School at mkunkel@sd206.org, or via email: T3parentinfo@gmail.com.

We welcome you to visit our production and also visit our Facebook page: T3.

Thank you for your consideration and we look forward to hearing from you soon.

Sincerely,

Fran Leach, Celeste Glowacki, Matt Kunkel
T3 Organizer





Laserfiche
Run Smarter

Content Management Proposal

For

Village of Steger

35 W. 34th Street

Steger, Illinois 60475

October 2, 2014

Mark Ellickson, Senior Solutions Consultant

mellickson@simplyproven.com

815.370.7005

Phil Faso, Senior Account Manager

pfaso@simplyproven.com

708.906.0372



Executive Summary

Village of Steger is a municipality that is looking to reduce paper files, automate business processes and increase efficiency. A Content Management System based on Laserfiche technology will provide a centralized repository for documents, electronic forms capability and automated workflows for business processes.

Project Plan

Proven Business Systems will design a content management system, based on the Laserfiche 9.0.1 architecture. The Laserfiche system will accomplish the following goals as well as increase efficiency and productivity for Village of Steger.

Project Goals

- Create a centralized repository for all business related content
- Ability to create, submit and approve unlimited electronic forms
- Integration with unlimited scanning and MFP devices
- Fully automated workflow capability
- Allow for a disaster recovery plan to be implemented

Project Scope

- Discovery
 - Review the paper documents to be converted to determine appropriate index fields and archive schema.
 - Review security concerns regarding content to determine user access rights.
 - Review paper forms to be converted to electronic forms and their related business processes.
 - Recognize and accomplish all scanning and MFP device integration



- **Design and Build**
 - Design a centralized Laserfiche repository for all business content.
 - Create index templates for various document types.
 - Create electronic, web-based forms for submission and process initiation
 - Create document and page level security for documents
 - Create levels of repository access for appropriate groups and users

- **Maintain and Review**
 - Train system administrators and end users
 - Maintain existing Laserfiche system for maximum productivity.
 - Review changes in future business needs and processes and address accordingly.



Project Assumptions

The following assumptions were made when determining the scope of this project:

Customer Obligations:

- Windows 2008 Server R2, 6GB RAM, 1 TB HDD, Xeon Processor
- Be available for interview during discovery process
- Provide integrate back-up strategy (unless this agreements states that Proven will provide and integrate back-up strategy)

Maintenance and Support

The Laserfiche Software Assurance Plan

The Laserfiche content management solution will be covered by the Laserfiche Software Assurance Plan (LSAP). This ensures that your Laserfiche Solution will maintain compatibility and functionality throughout the life of the product.

All Laserfiche updates and upgrades are covered by LSAP.

Proven Business Systems will provide on-going end user training and assistance.



Investment

| Name | Description | Qty |
|---|--|----------|
| Laserfiche Avante Server with Workflow for SQL Express | An ECM System providing a Centralized repository for all content and automated workflow capability. | 1 |
| Laserfiche Named Users with LF Forms, Web Access and Audit Trail functionality | Allows authenticated access to repository, Forms participation and activity auditing. | 20 users |
| Laserfiche Web Distribution Portal | Includes Laserfiche WebLink and 5 concurrent retrieval connections | 1 |
| Laserfiche Import Agent | Allows automated importing of documents into Laserfiche repository and integration with unlimited MFPs and scanners. | 1 |
| Laserfiche Quick Fields | Allows automation of indexing processes | 1 |
| Laserfiche Barcode and Validation Package | Allows reading of barcodes and page separations | 1 |
| Professional Services | Discover, install, configure and train. | 30 hours |
| | | |
| <p style="text-align: center;"> Purchase Price: \$44,262.00 63 Month Lease to Own: \$779.00 48 Month Lease to Own: \$976.00 39 Month Lease to Own: \$1,158.00 *Pricing includes first year of LSAP* *Additional years @ 15% of total software cost* </p> | | |



Acceptance and Authorization

A signature below indicates acceptance of this professional services agreement (SOW) and authorizes Proven Business Systems to initiate the engagement upon receipt.

Agreed and accepted:
Village of Steger

Agreed and accepted:
Proven Business Systems

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



Benefits of Laserfiche Solution

- Convert all hard copy forms the city currently uses to digital forms.
- Ability to store all document types uniformly and secured throughout city electronically, and have ability to retrieve from anywhere on the network.
- Digitally store all HR documents for current and past employees, with set retention and records management standards.
- Eliminate the need to copy, transport, and store paper documents.
- Automate filling of documents to free up staff time.
- Reduce cost of printing, copying, mailing, and retrieval expenses.
- Provide authorized administrators with secure Web access to files.
- A minimum of a 20% reduction in printed materials throughout the city.
- Comply with all regulations of records management, such as NCLB, FERPA, and HIPAA.
- Eliminate the cost of pulling and transporting documents from off-site storage.
- Instantly fulfill records request, without having to copy and collate documents.
- Store all confidential documents with comprehensive security features.

ServiceMaster Restoration by DSI

2400 Wisconsin Ave
Downers Grove IL 60515
P: 800-954-9444 F:630-437-5591
TIN: 36-3711293

Insured: Village of Steger Town Hall
Property: 35 W 34th Street
Steger, IL 60475

Home: (815) 405-6643

Claim Rep.: Timothy E Coppock

Business: (630) 932-0707

Estimator: Gerald Hayes

Business: (630) 470-1314

Claim Number:

Policy Number:

Type of Loss: Fire

Date Contacted: 7/1/2014

Date of Loss: 6/30/2014

Date Inspected: 7/1/2014

Date Received: 7/1/2014

Date Entered: 7/2/2014 6:00 PM

Price List: ILCC8X_JUN14
Restoration/Service/Remodel

Estimate: DG-STEG-ROOF

ServiceMaster Restoration by DSI

2400 Wisconsin Ave
 Downers Grove IL 60515
 P: 800-954-9444 F:630-437-5591
 TIN: 36-3711293

DG-STEG-ROOF

Roof

| DESCRIPTION | QUANTITY | UNIT PRICE | TAX | O&P | RCV | DEPREC. | ACV |
|--|-----------|------------|---------------|-----------------|------------------|-------------|------------------|
| 1,076. R&R Bar joist - 2" x 16" (measure LF) | 110.00 LF | 136.31 | 25.96 | 3,004.02 | 18,024.08 | (0.00) | 18,024.08 |
| 1,078. R&R Metal decking, 3" 18 gauge - 'B' | 600.00 SF | 12.65 | 170.88 | 1,552.18 | 9,313.06 | (0.00) | 9,313.06 |
| 1,080. Crane and operator - 115 ton capacity | 8.00 HR | 378.96 | 0.00 | 606.34 | 3,638.02 | (0.00) | 3,638.02 |
| 1,082. Scaffold - per section (per week) | 8.00 WK | 48.00 | 0.00 | 76.80 | 460.80 | (0.00) | 460.80 |
| 1,083. Scaffolding Setup & Take down - per hour | 8.00 HR | 38.26 | 0.00 | 61.22 | 367.30 | (0.00) | 367.30 |
| 1,085. Mason - Brick / Stone - per hour Labor to demo masonry for joist pockets | 12.00 HR | 67.34 | 0.00 | 161.62 | 969.70 | (0.00) | 969.70 |
| 1,087. Dumpster load - Approx. 12 yards, 1-3 tons of debris | 1.00 EA | 352.17 | 0.00 | 70.44 | 422.61 | (0.00) | 422.61 |
| 1,088. Remove Insulation - fiberglass board, 2" | 8.00 SQ | 35.46 | 0.00 | 56.74 | 340.42 | (0.00) | 340.42 |
| 1,090. Insulation - fiberglass board, 2" | 8.00 SQ | 236.09 | 58.89 | 389.52 | 2,337.13 | (0.00) | 2,337.13 |
| 1,091. R&R Modified bitumen roof | 10.00 SQ | 357.09 | 72.75 | 728.74 | 4,372.39 | (0.00) | 4,372.39 |
| 1,096. R&R Flash parapet wall only | 65.00 LF | 12.93 | 7.28 | 169.56 | 1,017.29 | (0.00) | 1,017.29 |
| 1,092. Retrofit curb - large | 1.00 EA | 2,274.14 | 159.76 | 486.78 | 2,920.68 | (0.00) | 2,920.68 |
| 1,094. Remove Heating and cooling unit - 10 ton, 260 MBH | 1.00 EA | 663.93 | 0.00 | 132.78 | 796.71 | (0.00) | 796.71 |
| 1,095. R&R Block - 10" x 8" x 16" - in place Replace block masonry after joists are installed | 120.00 SF | 10.20 | 25.15 | 249.84 | 1,498.99 | (0.00) | 1,498.99 |
| Totals: Roof | | | 520.67 | 7,746.58 | 46,479.18 | 0.00 | 46,479.18 |
| Line Item Totals: DG-STEG-ROOF | | | 520.67 | 7,746.58 | 46,479.18 | 0.00 | 46,479.18 |

ServiceMaster Restoration by DSI

2400 Wisconsin Ave
Downers Grove IL 60515
P: 800-954-9444 F:630-437-5591
TIN: 36-3711293

Summary for Dwelling

| | |
|-------------------------------|--------------------|
| Line Item Total | 38,211.93 |
| Material Sales Tax | 520.67 |
| Subtotal | 38,732.60 |
| Overhead | 3,873.29 |
| Profit | 3,873.29 |
| Replacement Cost Value | \$46,479.18 |
| Net Claim | \$46,479.18 |

Gerald Hayes

ServiceMaster Restoration by DSI

2400 Wisconsin Ave
Downers Grove IL 60515
P: 800-954-9444 F:630-437-5591
TIN: 36-3711293

Recap by Room

| | | |
|-------------------------------|------------------|----------------|
| Estimate: DG-STEG-ROOF | | |
| Roof | 38,211.93 | 100.00% |
| <hr/> | <hr/> | <hr/> |
| Subtotal of Areas | 38,211.93 | 100.00% |
| <hr/> | <hr/> | <hr/> |
| Total | 38,211.93 | 100.00% |

ServiceMaster Restoration by DSI

2400 Wisconsin Ave
Downers Grove IL 60515
P: 800-954-9444 F:630-437-5591
TIN: 36-3711293

Recap by Category

| O&P Items | Total | % |
|-------------------------------|-----------|---------|
| GENERAL DEMOLITION | 3,975.63 | 8.55% |
| HEAVY EQUIPMENT | 3,031.68 | 6.52% |
| FRAMING & ROUGH CARPENTRY | 14,850.00 | 31.95% |
| HEAT, VENT & AIR CONDITIONING | 2,274.14 | 4.89% |
| MASONRY | 1,741.68 | 3.75% |
| ROOFING | 5,738.72 | 12.35% |
| SCAFFOLDING | 690.08 | 1.48% |
| STEEL COMPONENTS | 5,910.00 | 12.72% |
| O&P Items Subtotal | 38,211.93 | 82.21% |
| Material Sales Tax | 520.67 | 1.12% |
| Overhead | 3,873.29 | 8.33% |
| Profit | 3,873.29 | 8.33% |
| Total | 46,479.18 | 100.00% |



DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dglawgroup.com

• MEMORANDUM •

TO: MICHAEL TILTON, VILLAGE ADMINISTRATOR
FROM: AMBER MUNDAY, ESQ.
DATE: OCTOBER 3, 2014
SUBJECT: SPRINT PROPOSED LEASE FOR HOPKINS AVENUE CELL TOWER

Prior to the September 15, 2014 Board of Trustees meeting, Sprint's representatives proposed language for the lease giving the Village the right to consent to any sublease or assignment of the lease. Despite the apparent agreement, I have since been advised that Sprint's counsel had not, and will not, approve of this language.

Sprint's counsel is requesting language under which the Village would retain the right to approve all subleases or assignments, with the exception of subleases or assignments to the following entities:

- Sprint's parent corporation, a Sprint subsidiary corporation, or any other entity that is under common control with Sprint;
- An entity that purchases Sprint or substantially all of Sprint's assets;
- An entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s) or other brand name(s) used or licensed by Sprint or its parent corporation; and
- Any successor entity in a merger or consolidation involving Sprint.

Notably, Sprint has agreed to add language, as per the request of the Board, providing Sprint with an affirmative obligation to remove its equipment at the site within 90 days after the termination of the lease.

Please advise as to whether the Corporate Authorities desire to terminate negotiations or accept the revised assignment language.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

SITE AGREEMENT

Site Name: Steger, DT

Site ID #: CH51XC123

This Site Agreement ("Agreement") is entered into as of by SprintCom, Inc., a Kansas corporation ("Sprint" or "Tenant") and Village of Steger, an Illinois municipal corporation, ("Village"), referred to collectively herein as "Owner". Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner owns the property described on Exhibit A attached ("Owner's Property"). Subject to the provisions of Section 2 below regarding the Due Diligence Period, Owner leases to Sprint the site (consisting of a portion of Owner's Property) described below [Check all appropriate boxes]:

- Land consisting of approximately 12 x 20 square feet for construction of:
 - shelters and/or base station equipment and
 - antenna support structure;
- Building interior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- Building exterior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- Building exterior space for attachment of antennas;
- Tower space between the foot and foot level on the tower for attachment of antennas;

generally in the location(s) shown on Exhibit B attached, as well as riser, conduit and other space required for cable runs to connect its equipment and antennas, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Sprint (the "Site"). The Site may be used by Sprint (and/or any of its affiliated entities) for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint's personal property and are not fixtures. Any visual or textual representation of the Facilities on Exhibit B is illustrative only, and does not limit the rights of Sprint as provided for in this Agreement. Sprint will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

2. Term. This Agreement becomes effective on the date that both Owner and Sprint have executed this Agreement ("Effective Date"). Tenant's lease term shall commence, if at all, at the end of the Due Diligence Period on the Term Commencement Date. The term of Tenant's lease and tenancy, if any, (the "Term") is 5 years, commencing on the "Term Commencement Date" which is defined as the earlier to occur of: (a) the date that Sprint commences construction of the Facilities; or (b) 18 months/90 days after the Effective Date. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides Owner with notice of its intention not to renew prior to the expiration of the initial Term or any Renewal Term. The Due Diligence Period is defined as the time between the Effective Date and the Term Commencement Date. During the Due Diligence Period, Sprint will be permitted to enter Owner's Property to perform surveys, inspections, investigations and tests, including, without limitation, signal, topographical, geotechnical, structural and environmental tests, in Sprint's discretion to determine the physical condition, suitability and feasibility of the Site. If Sprint determines, in its discretion, that the Site is not appropriate for Sprint's intended use (or if Sprint otherwise decides, for any reason or no reason, not to commence the lease Term), then Sprint may terminate this Agreement upon notice to Owner at any time prior to the end of the Due Diligence Period. Owner acknowledges that, prior to the Term Commencement Date, Sprint has limited access to, but no ownership or control of, any portion of Owner's Property and that Sprint's access during the Due Diligence Period shall not cause Sprint to be considered an owner or operator of Owner's Property or the Site for purposes of environmental laws or otherwise.

3. Rent. Starting on the date that is 30 days after the Term Commencement/Effective Term Commencement Date and on the first day of every month thereafter, Tenant will pay rent in advance in equal monthly installments of \$750.00-\$2,500.00 with 3% annual escalator. Rent for any partial months will be prorated based upon a 30-day month. Notwithstanding anything contained in this Section, Tenant's obligation to pay rent is contingent upon Tenant's receipt of Owner's shall must remit to Tenant an IRS

approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. Rent will be sent to the address shown underneath Owner's signature.

4. Title and Quiet Possession. Owner represents and warrants to Tenant and further agrees that: (a) it is the owner of Owner's Property; (b) it has rights of pedestrian and vehicular access from the nearest public roadway to the Site, which Tenant is permitted to use; (c) it has the right to enter into this Agreement; (d) the person signing this Agreement has the authority to sign; (e) Tenant is entitled to access the Site at all times and to quiet possession of the Site throughout the initial Term and each Renewal Term, so long as Tenant is not in default beyond the expiration of any notice or cure period; and (f) Owner will not have unsupervised access to the Site or to the Facilities except as required to protect the public health, safety or welfare in an emergency. Notwithstanding anything to the contrary in Section 4 of this Agreement, if an emergency situation exists which Owner reasonably determines, in its reasonable discretion, to be pertinent to the Facilities, Owner must immediately notify Tenant orally and Tenant will act diligently and expeditiously to remedy the emergency situation. (Property Services Hotline: 800-337-7641, 7 am to 5 pm Central Time, after hours emergencies call the NOCC: 338-859-7403). Should Tenant fail to remedy the emergency situation as soon as thereafter as practicable and only if the emergency poses a immediate threat to either life, human safety or is likely to result in significant property damage, then Owner may enter the Site to take whatever commercially reasonable action is necessary in order to avoid the consequences of the emergency situation, provided, however, Owner must not: (i) interfere with the Facilities in any way; (ii) move or remove the Facilities; (iii) disconnect the power or any other utilities or services serving the Facilities; (iv) make any repairs to the Facilities; or (v) otherwise make contact with the Facilities. Immediately following entry by Owner, Owner must notify Tenant orally and followed promptly by written notice, that Owner entered the Site and describe the actions taken by Owner at the Site due to emergency.

5. Assignment/Subletting. Tenant has the right to sublease (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement, without notice to or consent of Owner, only with the prior written consent of Owner. Owner's consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Tenant will have the right, without 30 days' without notice to or consent of Owner, to sublease (or otherwise transfer or allow the use of) all or any portions of the Site or assign its right under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any entity that is authorized to sell telecommunications products or services under the "Sprint" or "Sprint PCS" or "Nextel" brand name or any successor brand names; or other brand names) used or licensed by Tenant's parent corporation ("Contract Affiliate"), or (d) any successor entity in a merger or consolidation involving Tenant. Owner will not be entitled to any additional rent or other fees for its review or approval. If Owner does not respond in writing to Tenant within 30 days following Tenant's request for approval, the request will be deemed to have been approved in all respects by Owner.

6. Notices. All notices, requests, demands or other communications with respect to this Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice). Notices to Tenant are to be sent to: Sprint Property Services, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a mandatory copy to: Sprint Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn: Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Tenant may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Owner agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site,

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the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Tenant will remove the above-ground Facilities, and will remove any foundation down to one foot below grade level.

8. Compliance with Laws. To the best of Owner's knowledge, all improvements located thereon are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable government authorities. Owner represents and warrants to Tenant that Owner's Property (including the Site) and all improvements located thereon are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Tenant will resolve technical interference problems that the Facilities might cause (i) with other equipment located at the Site on the Effective Date, or (ii) when Tenant desires to add additional Facilities to the Site, any equipment that became attached to the Site between the Effective Date and such future date. Likewise, Owner will not permit or suffer the installation of any equipment on Owner's Property after the Effective Date that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site.

10. Utilities. To the best of Owner's knowledge, Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available or near the Site. Owner represents and warrants to Tenant that all utilities adequate for Tenant's intended use of the Site are available at or near the Site. Tenant will pay for all utilities used by it at the Site. Owner grants to Tenant and the local utility companies (as appropriate) any easement(s) reasonably required by Tenant or the utility companies in order to provide utility service required by Tenant for its intended use of the Site throughout the initial Term and each Renewal Term, and Owner will execute, at no cost to Tenant, Owner, either Party, or the utility companies, any instrument(s) reasonably necessary to evidence such rights. If there is a loss of electrical service at the Site, Tenant may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or on Owner's Property adjacent to the Site.

11. Termination. Notwithstanding any provision contained in this Agreement to the contrary, Tenant, either party, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering, delivering upon (90) sixty days prior written notice to Owner, the other party, Owner. Then Tenant will pay Owner a termination fee in the amount of (3) months rent. Tenant has ninety (90) days to remove the equipment after term(s) are over or after termination of the Agreement at any point.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, Owner and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees), damages, claims of liability and losses (collectively, "Claims") which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on or affecting Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). To the best of Owner's knowledge, it represents no substance, chemical or waste, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"), is affecting Owner's property. Notwithstanding any provision contained in this Agreement to the contrary, Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered on Owner's Property.

Owner agrees to indemnify, defend and hold harmless Tenant from any and all Claims relating to any Hazardous Substance present on or affecting Owner's Property prior to or on the Term Commencement Date, unless the presence or release of the Hazardous Substance is caused by the activities of Tenant. Tenant will not introduce or use any Hazardous Substance on the Site in violation of any applicable law, and Tenant will indemnify, defend and hold harmless Owner from and against all Claims arising out of Tenant's breach of this sentence. Owner will not introduce or use any Hazardous Substance on Owner's Property in violation of any applicable law, and Owner will indemnify, defend and hold harmless Tenant from and against all Claims arising out of Owner's breach of this sentence. The provisions of this Section will apply as of the Effective Date. The indemnity obligations under this Section will survive termination of this Agreement.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.

16. Property Taxes. Tenant will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Tenant. Owner must pay prior to delinquency, all property taxes and assessments attributable to Owner's Property. Within 60 days after receipt of evidence of Owner's payment and a completed Tax Increase Worksheet in the form of Exhibit C attached, Tenant will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Tenant's satisfaction, is directly and solely attributable to any improvements to the Site made by Tenant.

17. Insurance. During the initial Term and all Renewal Terms, each party will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate, and will make the other party an additional insured on such policy. Within 30 days after receipt of a written request from the other party, each party will provide the requesting party with a Certificate of Insurance evidencing the required coverage. Alternatively, each party will have the option of providing the requesting party with evidence of such coverage electronically, by providing the requesting party with a Uniform Resource Locator ("URL") link to access such party's Memorandum of Insurance website. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party.

18. Maintenance. Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of Owner's Property in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Tenant a recordable Memorandum of Agreement in the form of Exhibit D, attached; (d) each party will execute, within 20 days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance; (e) this Agreement (including the Exhibits and Riders) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (f) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (g) the

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Site Name: Steger DT

Site ID #: CH51XC123

prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits and Riders are attached to and made a part of this Agreement: Exhibits A, B, C, and D and _____

OWNER:

Village of Steger,
an Illinois municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Taxpayer ID: _____

Address: 35 West 34th Street
Steger, IL
60475

Contact Phone Number: 708-754-3395

Email address: _____

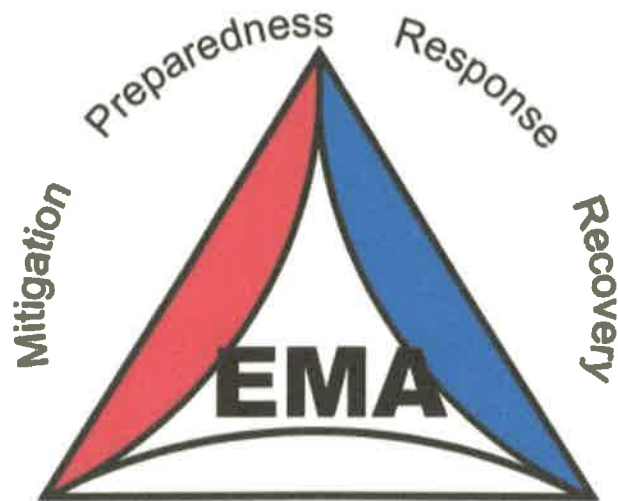
See Addendum to Site Agreement for continuation of Owner signatures

TENANT:

SprintCom, Inc.
a Kansas corporation

By: _____
Name: _____
Title: _____
Date: _____

Steger



Mr. Mayor and board of Trustees,

I am asking permission to send our surplus vintage Emergency lights and light bars to auction, a total of 4 light bars and a total of 3 single lights.

As always thank you for your time

Chief Tom Johnston

Steger E.M.A.

708 359 8028

Cynthia A. Pauley

From: Tom Johnston
Sent: Friday, October 03, 2014 8:35 AM
To: Cynthia A. Pauley
Subject: For agenda

Dear Mr Mayor and Board of trustees,

Chief Fillion and I are requesting permission to have the annual santa parade on November 29th.

As always thank you for your time,

Chief Tom Johnston
Steger E.M.A

Sent from my Verizon Wireless 4G LTE smartphone

BUSINESS LICENSE APPLICATION

BUSINESS NAME: 7-Eleven # 16643H ADDRESS: 3401 Chicago Rd. Steger, IL 60475

BUSINESS OWNER'S NAME: 7-Eleven, Inc.

ADDRESS: 1722 Routh St. CITY/STATE: Dallas, TX ZIP: 75201

BUSINESS PHONE: (708) 754-2231 ^{Corporate} HOME PHONE: (972) 828-0911

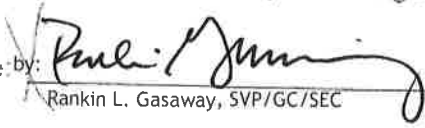
TYPE OF BUSINESS: Convenience Store WHOLESALE: RETAIL:

STATE TAX NO.: 1817-5716 THE VILLAGE OF STEGER MUST BE NAMED ON YOUR STATE TAX FORM AS RECEIPT OF SALES TAX

Return completed application, along with \$50.00, non-refundable, to cover inspection fees to the Village Clerk's Office. The completed application will go before the Village Board for temporary approval.

In accordance with Ordinance No. 895, all inspections on the business must be made and the property brought into compliance with all pertinent State and Village Codes within 45 days from the issuance of the **TEMPORARY APPROVAL** or the business license will terminate. At that point, you will not be allowed to conduct business until such time as the property is brought into compliance with State and Village Codes and the Village Board grants final approval.

In accordance with Ordinance No. 850, it shall be unlawful for any person, firm or corporation to paint, erect, construct, alter, relocate, expand or change the face of any sign within the Village unless a permit has been issued by the Village of Steger. (see attached sign permit application)

Applicant's Signature by:  Date: 9/10/14
Rankin L. Gasaway, SVP/GC/SEC

FOR OFFICE USE ONLY

CURRENT ZONING OF PROPERTY: _____ ZONING REQUIRED: _____

| | | | |
|--------------|----------|-------------|--------------------|
| INSPECTIONS: | BUILDING | DATE: _____ | APPROVED BY: _____ |
| | FIRE | DATE: _____ | APPROVED BY: _____ |
| | HEALTH | DATE: _____ | APPROVED BY: _____ |

INSPECTION FEES: AMOUNT PAID: _____ DATE PAID: _____ RECEIPT #: _____

COPIES DISTRIBUTED TO: Code Enforcement: _____ Water Billing: _____

TEMPORARY APPROVAL GRANTED BY VILLAGE BOARD ON: _____

September 16, 2014

Village of Steger
Attn: Cindy Pauley
35 W 34th Street
Steger, IL 60457

Cindy,

Per our many e-mails (thank you for being so patient with all my questions) the franchisee at the 7-Eleven located at 3401 Chicago Rd. in Steger has given notice he will be leaving the business. Corporate will take over the operation of the business with a corporate manager in place.

I have listed the corporate manager on the application as well attached a list of the officers.

Please review and let me know if you need any additional information or documents. I believe the next step will be to have the manager fingerprinted. Please let me know when he can make arrangements for that.

Thank you again for all your help with this application.

Sincerely,

Sue Swanson
Sue Swanson

*Cindy,
Franchisee will be
leaving mid October.
Sue ☺*

VILLAGE OF STEGER

APPLICATION FOR LICENSE TO SELL ALCOHOLIC LIQUOR AT RETAIL

Application for License to Sell Class C

(Beer, Liquor; Beer and Liquor)

To the Village of Steger and State of Illinois:

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquors under the provision of an Act entitled, "An Act relating to alcoholic liquors."

Name: 7-Eleven, Inc. Address: 1722 Routh Street, Dallas TX 75208 Home Phone: (972) 828-0711

If a partnership or corporation, list names and addresses of partners, officers and directors.

List of officers attached. Manager: Matthew Klemm, 908 Sunnyside Ave. Thornton, IL 60476 (815) 258-9257

1. Citizenship: [blank] Place of birth: [blank] Time and place of naturalization: [blank]

2. Citizenship: [blank] Place of birth: 6-72-1 Time and place of naturalization: [blank]

3. Character of business of applicant is: Convenience Store

4. Length of time in that business: over 40 years

5. Amount of goods, wares and merchandise on hand: \$32,000.00

6. Location and description of premises or place of business which is to be operated under such license:

3401 Chicago Rd., Steger IL 60475

7. The applicant has made a similar application for a similar other license on premises other than described in this application.

Disposition of such application: granted (list enclosed)

8. Applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this Act.

9. State whether a previous license by any state or subdivision thereof, or by the federal government has been revoked

N/A

Give reasons therefor: N/A

10. Applicant has received a local license from (list enclosed) to sell alcoholic liquor at retail.

11. Applicant will not violate any of the laws of the State of Illinois or of the United States in the conduct of his place of business.

12. Applicant has not received or borrowed money or anything else of value, and will not receive or borrow money or anything else of value (other than merchandising credit in the ordinary course of business for a period not to exceed ninety days, as expressly permitted under Section 4 of Article VI hereof), directly or indirectly from any manufacturer, importing distributor or distributor, representative of any such manufacturer, importing distributor or distributor, nor be a party in any way, directly or indirectly, to any violation by a manufacturer, distributor or importing distributor of Section 5 of Article VI of this Act.

Dated this 10th day of September, 2017 A. D.

by: Rankin L. Gasaway, SVP/GC/SEC

63128 CR 100.00 09/19/14

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared RANKIN L. GASAWAY, a Senior Vice President, General Counsel and Secretary, of 7-ELEVEN, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that he executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of September, 2014.

Suzanne Harrison
(Notary signature)
Suzanne Harrison
(typed or printed name)

My commission expires: 9/23/17

(SEAL)



7-ELEVEN CORPORATE STORES

Store 22896 6057 S. Kedzie, Chicago IL. 60629
Store 27421 5600 Irving Park Rd., Chicago IL 60634
Store 27616 957 W. Summit St., Elgin IL 60120
Store 30099 6540 W. Belmont Ave., Chicago IL 60634
Store 32683 6700 Joliet Rd., Indian Head Park, IL 60525
Store 32936 8700 S. Archer Ave., Western Springs IL 60480
Store 33032 7700 W. 95th Street, Hickory Hills, IL 60457
Store 33067 5316 (M) N. Milwaukee Ave. Chicago IL 60630
Store 33509 714 N. Clark St., Chicago IL 60611
Store 33591 4859 N. Milwaukee, Chicago IL 60618
Store 33636 401 N. Milwaukee, Chicago IL 60634
Store 33734 1508 N. Damen Ave., Chicago IL 60657
Store 33740 344 N. Ardmore, Villa Park IL 60181
Store 33763 18747 Dixie Hwy., Homewood IL 60430
Store 33773 162 E. North Avenue, Northlake IL 60164
Store 33790 4651 Old Tavern Rd., Lisle IL 60532
Store 33825 19101 Wolf Rd. Mokena IL 60448
Store 33842 3808 Elm Street, McHenry IL 60050
Store 33847 1150 S. Old Rand Rd., Lake Zurich, IL 60004
Store 33856 2004 N. Halsted, Chicago IL 60614
Store 33879 325 S. Larkin Ave., Joliet IL 60436
Store 33905 2405 Essington Rd. Suite J Joliet, IL 60435
Store 33911 3101 North Broadway, Chicago IL 60622
Store 33922 521 Auburn Drive, Island Lake IL 60042
Store 34724 128 N. LaSalle St., Chicago IL 60602
Store 35054 1800 Plainfield Rd., Crest Hill IL 60435
Store 35721 6601 . Roosevelt Rd., Berwyn, IL 60304
Store 35750 1658 N. Milwaukee Ave., Chicago IL 60647
Store 35760 11900 S. Harlem, Palos Heights IL 60463
Store 35978 504 N. Halsted, Chicago IL 60642

9/2014



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

7-ELEVEN, INC., INCORPORATED IN TEXAS AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 30, 1962, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1401402314

Authenticate at: <http://www.cyberdriveillinois.com>

In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of JANUARY A.D. 2014 .

Jesse White

SECRETARY OF STATE

File Number 1562-226-1



State of Illinois Office of The Secretary of State

Whereas,

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY OF
7-ELEVEN, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS HAS BEEN FILED IN
THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS
CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of
Illinois, by virtue of the powers vested in me by law, do hereby issue
this certificate and attach hereto a copy of the Application of the
aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 28TH
day of MAY A.D. 1999 and of
the Independence of the United States the two
hundred and 23RD .



Jesse White

Secretary of State

BOX 170

APPLICATION FOR AMENDED
CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN ILLINOIS

File # 1562-226-1

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1837
<http://www.sos.state.il.us>

FILED

MAY 28 1999

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 05/28/99

Filing Fee \$25.00

Approved: mr

1. (a) CORPORATE NAME: THE SOUTHLAND CORPORATION
 (b) If changed, NEW CORPORATE NAME: 7-ELEVEN, INC.
 (c) (Complete only if the new corporate name is not available in this state.)
 ASSUMED CORPORATE NAME: _____
 (By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the transaction of business in Illinois. Form BCA 4.15 is attached.)
2. (a) State or Country of Incorporation: Texas
 (b) If changed, Period of Duration: No Change
3. (a) If changed, Purpose or Purposes proposed to be pursued in transacting business in this State:
 (If not sufficient space to cover this point, use reverse side or add one or more sheets of this size.)

EXPEDITED

MAY 28 1999

SECRETARY OF STATE

4. This application is accompanied by a copy of the articles of Amendment to the Articles of Incorporation, if any, as evidence of any change of name, duration or purpose reported herein, such copy being duly authenticated by the proper officer of the state or country wherein the corporation is incorporated, which certification is not more than ninety (90) days old. The filing fee for the certified copy of the Articles of Amendment is \$25 unless the amendment acts as a restatement of the Articles of Incorporation, in which case the filing fee is \$100. In the event the statutory change was effected in a merger, a certified copy of the merger is required, plus applicable fee.

5. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

Dated 5-21, 99
(Month/Day) (Year)

7-ELEVEN, INC.
(Exact Name of Corporation)

attested by Carol S. Hilburn
(Signature of Secretary or Assistant Secretary)
Carol S. Hilburn, Assistant Secretary
(Type or Print Name and Title)

by [Signature]
(Signature of President or Vice President)
RAE UPDYKE VPP/PLANNING
(Type or Print Name and Title)

BOX 170



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF AMENDMENT OF

7-ELEVEN, INC.
FORMERLY
THE SOUTHLAND CORPORATION

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Amendment.

Dated: April 29, 1999

Effective: April 30, 1999



Elton Bomer
Secretary of State

FILED

MAY 28 1999

JESSE WHITE
SECRETARY OF STATE



COPY

113 / 13.35
+ 100. ✓
ML

The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

7-ELEVEN, INC.
FILE NO. 179090

ARTICLES OF MERGER

APRIL 29, 1999
EFFECTIVE DATE: APRIL 30, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on April 30, 1999.

EX 170

Elton Bomer
Secretary of State

BAM

21989966

COPY

FILED

MAY 28 1999

JESSE WHITE
SECRETARY OF STATE

13.30/112
25.5
AL



The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

7-ELEVEN, INC.
FORMERLY: THE SOUTHLAND CORPORATION
CHARTER #179090-00

ARTICLES OF AMENDMENT

FILE DATE: APRIL 29, 1999
EFFECTIVE DATE: APRIL 30, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on April 30, 1999.

Elton Bomer PH
Secretary of State



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
CAROLE KEETON RYLANDER • COMPTROLLER • AUSTIN, TEXAS 78774

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Carole Keeton Rylander, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

7-ELEVEN INC

is, as of this date, in good standing with this office having no franchise tax reports or payments due at this time. This certificate is valid through the date that the next franchise tax report will be due MAY 15, 2000.

This certificate is valid for the purpose of conversion when the converted entity is subject to franchise tax as required by law. This certificate is not valid for the purpose of dissolution, merger or withdrawal.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 9th day of
May, 2000 A.D.

CAROLE KEETON RYLANDER
Comptroller of Public Accounts

Taxpayer number: 17510851318
File number: 0017909000

Form 05-304 (Rev. 5-99/11)