

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

FEBRUARY 16, 2016

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
 - Swearing in of Jim Hanus to the Fire and Police Board
- D. MINUTES
 - Minutes of February 1, 2016 Board Meeting
 - Review and Ratification of January 4, 2016 Minutes regarding Steger Days of Music discussion.
- E. AUDIENCE PARTICIPATION
- F. 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
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE

I. OLD BUSINESS:

A letter from Steger Area Chamber of commerce to use Veterans Park July 19-25, 2016 for Steger Fest 2016 and for a temporary special use liquor license for the event. (tabled 2/1/16)

J. NEW BUSINESS:

RESOLUTION NO. 1090

A RESOLUTION HONORING MIKE RILEY FOR HIS YEARS OF SERVICE TO THE FIRE AND POLICE BOARD

Approval of a Letter of Understanding with the Illinois Department of Transportation

K-Plus Contract

Knight Engineers & Architects proposal

Service Contract Agreement by and between MIYO and the Village of Steger regarding Steger Days of Music 2016

Mutual Aid Box Alarm System First Addendum to MABAS contract agreement

Temporary Business License Application of Rack and Pack Inc. at 33 E. 35th Place, pending inspections.

Temporary Business License Application of Tire Connections Unlimited and Auto Care, Inc. at 3620 Union Avenue, pending inspections.

K. 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 1ST day of February, 2016 in the Municipal Building of the Village of Steger with the Deputy Village Clerk Sandra Mehrl attending and Mayor Peterson presiding.

Village Clerk Carmen S. Recupito, Jr. was absent. Deputy Village Clerk Sandra Mehrl called the roll and the following Trustees were present; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Also present were Fire Chief Nowell Fillion, Police Chief Ken Boehm, EMA Chief Tom Johnston, Human Resources Director Mary Jo Seehausen, Housing and Community Development Director Alice Peterson and Village Administrator Mike Tilton.

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

None

MINUTES

Trustee Perchinski made a motion to approve the minutes of the previous Board Meeting, as all members have copies. Trustee Lopez instructed the Deputy Village Clerk to review the January 4th Board Meeting Minutes regarding Discussion on Steger Days of Music. Trustee Lopez also asked that the review and ratification of the Minutes be added to the February 16th Board Meeting agenda. Trustee Lopez seconded the motion to approve the minutes of January 19th. Voice vote was called; all ayes. Motion carried.

AUDIENCE PARTICIPATION

John Cashman approached the Board. Mr. Cashman asked Trustee Buxton to give his report regarding the Miller Woods de annexation from Metropolitan Water Reclamation District. Trustee Buxton met with an attorney who successfully represented Crawford Countryside. Trustee Buxton believes the attorney to reasonable and experienced in de annexation. The attorney provided an engagement letter. Trustee Buxton believes it is time to bring in the Miller Woods residents and make a decision. The costs are upward bound of \$5,000. Much work toward de annexation has been prepared and should help to keep down the legal costs. It is suggested that a surveyor be hired to complete a "boundary survey" that would be in addition to the legal fees. Miller Woods includes about 500 homes. A town hall meeting would be held to determine the next steps. There will be a 60 day court continuance during which time information would be shared and the money raised if the area decides to move forward. John Cashman explained that the Water Reclamation District is taxing residents of Miller Woods who receive no services from the Water Reclamation District. Trustee Buxton and Miller Woods resident Pete Dickett have been working on the de annexation, have filed the court case and have spent \$400 out of their own pockets not including travel downtown. Mr. Cashman suggested the Village pay the legal fees for the de annexation. Mayor Peterson spoke with Village attorneys who advised against using taxpayer money for private

matter under state law, they are de annexing from another governing body that has nothing to do with the Village of Steger. It is not permissible under state law. Mr. Cashman inquired about Mayor Peterson representing the Miller Woods group. Mayor Peterson explained that his law firm would not allow him to do so as he is mayor of this government and to take on representation of individuals of the Village in which he is mayor, would be an issue for his firm. Mayor Peterson stated that once a commitment from Miller Woods residents is reached discussion on collecting the funds can begin. Trustee Buxton explained the average resident is paying \$200-\$300 in taxes and some \$1,000 or more, to the Water Reclamation District. Collectively the area is paying well over \$100,000 annually. From the first meeting, the Water Reclamation District has agreed not to oppose de annexation. Mayor Peterson also explained that state statute is complex in regards to de annexation and there is a real need for legal representation.

Mr. Cashman commented on Trustee Lopez's concerns for the Steger Days of Music discussion in the January 4, 2016 minutes. Mr. Cashman believes a budget amount was discussed and was not reflected in the minutes.

Roger Wommack discussed with the Board the annual Drivin' the Dixie event. Mr. Wommack asked for permission to use the Kmart parking lot on June 18, 2016 for the event. Mr. Wommack will be attending the upcoming planning meetings. Trustee Lopez made a motion to allow the Drivin' the Dixie committee to use the Kmart parking lot on Saturday June 18th provided no other use has been scheduled there. Trustee Skrezyna seconded the motion. Voice vote was called; all ayes. Motion carried.

Layne Platopoulos, 3210 Sandy Ridge Drive discussed the need for police protection in the village, especially for detectives. Mayor Peterson shared with Ms. Platopoulos the steps that are taken by the Fire & Police Board when hiring for the Police Department. The process including testing and screening process that takes 3 ½ months to complete. Ms. Platopoulos suggested sharing the information in the village's quarterly newsletter so residents can understand the process. She also suggested residents may be willing to pay 2-3% more in property taxes for better police coverage. Mayor Peterson explained that the Fire & Police Board cannot hire new candidates for positions until all the candidates on the current list have been exhausted. By law, the list expires after two years or when all candidates have been exhausted. Staffing is part of the Police Chief's 5 year Strategic Plan.

Meredith Horn of 22805 State Street inquired about drainage issues in Miller Woods. Ms. Horn asked if any Board members have taken a look at issues. Ms. Horn inquired about K-5's proposal. Mr. Tilton explained that a second proposal was received Friday afternoon. He hopes to have both proposals on next agenda for discussion. Ms. Horn asked what specifically is planned for the Miller Woods area. Ms. Horn has prepared a 45 page pdf including photos of the area she lives in and its drainage needs. Ms. Horn stated that municipal storm water is being dumped into backyards. Public Infrastructure Director Dave Toepper intends to address the drainage issue, according to his 5 year Strategic Plan in 2016. Mayor Peterson explained that the village has systematic issues that must be solved as a community.

The engineers' proposals are to address the entire village and not just Miller Woods. Some problems when solved have created other problems. Ms. Horn reported that the area is not on municipal infrastructure. It is all surface percolation and ditches. Mr. Tilton explained that two engineers' proposals will be on the February 16th Board Meeting.

REPORTS

Village Administrator Mike Tilton reported that in Springfield, Representative Jim Durkin introduced HR 4521 which would allow the Governor to "sweep" appropriated funds. Illinois Municipal League and South Suburban Mayors and Managers Association are opposed to the bill. Mr. Tilton will prepare a letter in opposition to HR 4521. IML and SSMMA are asking that each village's mayor and manager submit letters in opposition.

Mr. Tilton met with Sherry Newquist and discussed some possibilities to keep Amici's open or get another business into the location sooner rather than later.

Mr. Tilton attended several meetings recently regarding the closing of St. James Hospital. Mr. Tilton asked the mayors and managers at SSMMA meeting to attend all St. James meetings. Mr. Tilton's biggest concern is potential loss of the emergency room. Last year 40,000 emergency room visits at Chicago Heights hospital and 30,000 at Olympia Fields. On February 9th a meeting will be held at Bloom Township High School to discuss hospital closing and its impact on residents. Mr. Tilton invited and encouraged all to attend. Mayor Peterson reported on the village's January meeting regarding the closing. The CEO of St. James attended and stated that they would file in February. It was later learned that they had filed prior to the meeting. The most recent proposal from St. James is to add outpatient and administrative services on the south end of the current structure while removing the rest of the hospital and replacing it with additional parking. Chief Fillion explained that the road goes down to one way each way near the Olympia Fields hospital. Additional traffic will further restrict the traffic flow there. Chief Fillion's believes the "turn around" time will be an hour or more. When the ambulance is out of town with a patient, additional patients will have to be serviced by neighboring towns. Trustee Perchinski stated the Franciscans are "nonprofit" yet every year make over a million dollars. Mr. Tilton explained the Franciscans hold over 1.5 billion in assets. Mayor Peterson explained that most of the money the Franciscans are offering to spend at Chicago Heights location is for demolition and construction of the parking lot. Mayor Peterson said that the Hospital has to get approval from the State of Illinois. Steger is actively trying to discourage the action, writing letters, holding hearings, attending meetings, contacting state representatives and trying to get a political movement going.

Director of Public Infrastructure Dave Toepper was absent.

Fire Chief Nowell Fillion reported in January the Fire Department had 112 emergency callouts. Chief Fillion continues to work on ISO paper work and set a date in April. Infrastructure Director Toepper provided the Fire Department with a map of water lines and hydrants that will be helpful. The Fire Department will use the newly acquired 40 E. 31st Street for training that will include Mutual Aid companies.

Mayor Peterson asked Mr. Tilton what acquiring of 40 E. 31st Street meant to the Quiet Zone Study. Mr. Tilton explained next work with the 34th Street alleyways then move forward from there.

Police Chief Ken Boehm shared his 5 Year Strategic Plan.

EMA Chief Tom Johnston shared his 5 Year Strategic Plan. Chief Johnston hoped that grants for EMA buildings and communications become more available. The Mobile Command Unit is having some repairs done. When complete it will be used at all working fires and MABAS will ask that the Mobile Command Unit deploy to designated zones as needed.

Community Center Director Diane Rossi was absent.

HR Director Mary Jo Seehausen had no report.

Housing and Community Development Director Alice Peterson had no report.

Village Attorney Kurt Asprooth was absent.

TRUSTEES' REPORTS

Trustee Buxton Treasurer's Report is attached.

Trustee Skrezyna had no report.

Trustee Lopez had no report.

Trustee Sarek met with Recreation Board and Administrator Tilton and HR Director Seehausen to go over procedures. Trustee Sarek is also looking into ComEd bills for the baseball and softball fields. He will be looking into setting fees for each sport either by the season or by the game.

Trustee Perchinski had no report.

Trustee Joyce had no report.

CLERK'S REPORT The next Village Board meeting will be Tuesday, February 16, 2016

The Village Hall will be closed Monday, February 15th in observance of the Presidents Day Holiday

PRESIDENT PETERSON had no report.

BILLS

Trustee Skrezyna made a motion to pay the bills as listed, with the following changes; remove the Paul Conway Shields Invoice and the Cylinder Maintenance Invoice and change the James Herr bill from Police to Corporate. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

A letter from the Steger Area Chamber of Commerce for use of Veterans Park July 19th through 25th for Steger Fest 2016 and for a temporary liquor license from July 21st through 24th from Frank Elton, Steger Area Chamber of Commerce President was read. Trustee Perchinski commented that the village is now aware of costs associated with events such as Steger Fest and the Chamber must be made aware of these costs. Trustee Skrezyna asked that the scheduled events for Steger Fest be shared with the Board. Mayor Peterson asked Administrator Tilton to contact Mr. Elton and ask him to meet with Mr. Tilton, Fire Chief Fillion, Police Chief Boehm and EMA Chief Johnston to discuss. Trustee Lopez made a motion to table. Trustee Skrezyna seconded the motion. Voice vote was called; all ayes. Motion carried.

OLD BUSINESS:

Trustee Sarek asked for an update on the Village Hall. Mayor Peterson explained he's been in contact with the School Board. The School Board asked if the Mayor would meet with them the second week of this month. Eric Diehl will provide a meeting time to the Mayor. Mayor Peterson and Administrator Tilton had a conference call today with Piper Jaffrey Investment Firm that has agreed to help with financing. Piper Jaffrey should have an engagement letter and scope of work together by the 16th of this month. Mayor needs to speak with the School, talk with architects, get financing in place. Another conference call is scheduled for Thursday. In next month or two meetings with residents will be scheduled to share plans.

NEW BUSINESS:

Trustee Perchinski made a motion to adopt Ordinance No. 1116 AUTHORIZING AND APPROVING A CERTAIN GRANT OF EASEMENT FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

With the Police Chief's recommendation, Trustee Perchinski made a motion to approve an Intergovernmental Agreement between the Will County Sheriff and the Village of Steger. The \$3,000 annual fee is in the Police Department's budget. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve Police Chief Boehm's request to hire part time Community Service Officer. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to ratify the contract by and between the Village of Steger and FM Entertainment, Inc. HR Director Seehausen explained to Trustee Buxton the \$6,000 generator and manpower that was more last year are included in the \$25,000 contract. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Trustee Lopez voted no. Mayor Peterson voted aye. Motion carried.

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

MEETING ADJOURNED AT 8:05 pm

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXCEL ELECTRIC INC	119293	01-00-31400		STREET LIGHTS MAI	6638.18
GUARANTEED TECHNICAL SERV & CONSULT INC	2013138	01-00-32901		TROUBLESHOOTING	270.00
COMED	22049 0216	01-00-33102		MONTHLY SERVICE	266.84
COMED	24002 0216	01-00-33102		MONTHLY SERVICE	399.27
COMED	80004 0216	01-00-33102		MONTHLY SERVICE	48.35
COMED	81001 0216	01-00-33102		MONTHLY SERVICE	39.47
HERITAGE F/S, INC.	67937	01-00-33300		GASOLINE	31.82
ALPINE VALLEY WATER, INC.	76473	01-00-33500		DRINKING WATER	24.00
BY THE CUP INC	10000	01-00-33500		BREAKFAST BLEND	59.56
WALTON OFFICE SUPPLY	293706-0	01-00-33500		OFFICE SUPPLIES	51.47
WALTON OFFICE SUPPLY	293831-0	01-00-33500		OFFICE SUPPLIES	25.12
ABSOLUTE BEST CLEANING SERVICES, INC.	12505	01-00-33502		MONTHLY CLEANING	657.14
COMCAST	012016	01-00-33700		FAX SERVICE	94.32
COMCAST BUSINESS	40928042	01-00-33700		MONTHLY SERVICE	418.59
PROSHRED SECURITY	100068352	01-00-33900		SHRED SERVICE	45.00
PROVEN BUSINESS SYSTEMS	291363	01-00-33901		COPIER LEASE	640.00
FORTE	21475	01-00-33904		WARRANTY FEES	5.00
KANE MC KENNA AND ASSOCIATES INC	13738	01-00-34102		TIF SERVICES	2389.07
BOWMAN CONSULTING GROUP LTD	207794	01-00-34300		ENGINEERING	375.00
CANON FINANCIAL SERVICES, INC	15732522	01-00-41100		LASERFISCHE SERVE	1158.00
CANON FINANCIAL SERVICES, INC	15732522	01-00-41100		GRAPHICS EQUIPMEN	361.40
TOTAL FOR FUND 01		DEPT. 00			13997.60
DRISCOLL, BRIAN	2016-02	01-06-34550		HEARING OFFICER	200.00
TOTAL FOR FUND 01		DEPT. 06			200.00
DRISCOLL, BRIAN	2016-02	01-07-34550		HEARING OFFICER	200.00
TOTAL FOR FUND 01		DEPT. 07			200.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
TOTAL FOR FUND 01				14397.60	
MERTS HVAC	082800	02-00-31100		HEATERS MAINT	702.26
KEITHS POWER EQUIPMENT INC	39678	02-00-31700		FUEL FILLER CAP	9.90
EASTCOM	MARCH 2016	02-00-31801		MAINT TO RADIOS	80.45
POMP'S TIRE SERVICE INC.	310077064	02-00-31805		VEHICLE MAINT	1025.70
R & R MAINTENANCE FIRE & FLEET	8966	02-00-31805		VEHICLE MAINT	220.00
HERITAGE F/S, INC.	67937	02-00-33300		GASOLINE	162.86
HERITAGE F/S, INC.	67938	02-00-33300		FUEL	99.75
ACE HARDWARE IN STEGER	013116	02-00-33501		SHOP SUPPLIES	73.68
FASTENAL COMPANY	ILSTE129363	02-00-33501		SHOP SUPPLIES	55.39
MENARDS - MATTESON	4349	02-00-33501		BLACK PIPE RETURN	50.00-
MENARDS - MATTESON	4350	02-00-33501		SHOP SUPPLIES	58.72
COMCAST	012016	02-00-33700		FAX SERVICE	71.00
COMCAST	012016	02-00-33701		INTERNET	79.90
WORKING WELL	00200042-00	02-00-34200		MEDICAL TESTING W	603.00
EASTCOM	MARCH 2016	02-00-34252		DISPATCH SERVICE	3285.00
SKLAREWITZ UNIFORMS	4715	02-00-37805		BADGES, NAME PLAT	587.00
LEVITT, LARRY	001	02-00-38400		CPR CLASS	50.00
ILLINOIS FIRE CHIEFS ASSOCIATION	16-2914	02-00-38901		DUES 2016	450.00
TOTAL FOR FUND 02			DEPT. 00		7564.61
TOTAL FOR FUND 02				7564.61	
CALUMET CITY PLUMBING	19179	03-30-31100		PLUMBING IMPROVEM	13598.48
CHICAGO HEIGHTS CARRIER ELECTRIC CO	9632	03-30-31100		MOVE OUTLET	250.00
CHICAGO HEIGHTS CARRIER ELECTRIC CO	9649	03-30-31100		OUTSIDE LIGHTS CO	2911.99
ABSOLUTE BEST CLEANING SERVICES, INC.	12505	03-30-33502		MONTHLY CLEANING	985.72
PETTY CASH	012516	03-30-33503.09		AFTER SCHOOL CLUB	11.96

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

DATE: 02/12/16

Friday February 12, 2016

PAGE 4

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
=====						
ULINE SHIPPING SUPPLY SPECIALISTS	74034184	04-00-33900		BLOOD BORNE PATHO	454.21	
MW LEASING COMPANY LLC	1107726	04-00-33901		COPIER LEASE	555.97	
EASTCOM	MARCH 2016	04-00-34252		DISPATCH SERVICE	18616.00	
BANICKI, DALE	020516	04-00-37302		UNIFORM GLOVES	13.90	
JCM UNIFORMS	712745	04-00-37302		UNIFORMS - BOREN	39.99	
JCM UNIFORMS	715028	04-00-37302		UNIFORMS-KOZINSKI	267.70	
JCM UNIFORMS	715392	04-00-37302		UNIFORMS-LACKEY	19.90	
POLICE LAW INSTITUTE	13062	04-00-38700		POLICE TRAINING	1344.00	
BOEHM, KEN	012816	04-00-38800		CHIEFS MEETING	20.00	
BOEHM, KEN	020516	04-00-38800		WILL CO.CHEIF'S M	40.00	
PATRICK ROSSI	012816	04-00-38840		CHIEFS MEETING	20.00	
TOTAL FOR FUND 04		DEPT. 00			25618.90	
TOTAL FOR FUND 04					25618.90	
THORN CREEK BASIN SANITARY DISTRICT						
ACE HARDWARE IN STEGER	JANUARY 2016	06-00-15800		MONTHLY USER CHAR	45983.20	
ELMER & SON LOCKSMITHS INC	013116	06-00-31100		SOFTENER	339.63	
CENTRAL RODDING TOTAL SEWER SERVICE INC	331455	06-00-31100		LOCKS, KEYS	2294.65	
H.D. SUPPLY WATERWORKS LTD	12374	06-00-31504		HYDROJET BLOCKAGE	825.00	
NICOR GAS	F046380	06-00-31504		MAINT TO MAINS	242.14	
HERITAGE F/S, INC.	1000 2 0216	06-00-33200		MONTHLY SERVICE	58.86	
PIONEER OFFICE FORMS INC.	67937	06-00-33300		GASOLINE	224.44	
FEDERAL PUBLISHING	91710	06-00-33400		BULK MAIL ENVELOP	358.84	
ACE HARDWARE IN STEGER	23157	06-00-33500		OSHA COMPLIANCE J	149.25	
AIRGAS USA LLC	013116	06-00-33501		SHOP SUPPLIES	159.61	
ALPINE VALLEY WATER, INC.	9047289581	06-00-33501		SHOP SUPLIES	40.58	
CRETE ACE HARDWARE	76477	06-00-33501		DRINKING WATER	23.00	
UNIFIRST CORPORATION	128415	06-00-33501		SHOP SUPPLIES	50.22	
	062 0161933	06-00-33800		UNIFORM SERVICE	68.34	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
UNIFIRST CORPORATION	062 0162941	06-00-33800		UNIFORM SERVICE	15.74	
UNIFIRST CORPORATION	062 0163039	06-00-33800		UNIFORM SERVICE	51.93	
WATER SOLUTIONS UNLIMITED	38249	06-00-33906		FLUROSILICIC	389.38	
WATER SOLUTIONS UNLIMITED	38249	06-00-33907		OTHER CHEMICALS	5689.92	
DIXON ENGINEERING INC	16-0069	06-00-34300		MAINT INSPECTION	2910.00	
WATER RESOURCES INC	30262	06-00-37507		METERS	2028.33	
ACE HARDWARE IN STEGER	013116	06-00-37800		TOOLS WK EQUIP	9.89	
TOTAL FOR FUND 06		DEPT. 00			61912.95	
TOTAL FOR FUND 06				61912.95		
HALL SIGN , INCORPORATED	305801	07-00-31210		SIGNS	1262.00	
ACE HARDWARE IN STEGER	013116	07-00-31800		EQUIP MAINT	75.55	
KEITHS POWER EQUIPMENT INC	34984	07-00-31800		BLADE	99.80	
CESAR'S EQUIPMENT CO	010239	07-00-31805		VEHICLE MAINT	1260.81	
MONARCH AUTO SUPPLY INC	6981-332773	07-00-31805		VEHICLE MAINT	30.78	
O'REILLY AUTO PARTS	3414-369867	07-00-31805		VEHICLE MAINT	22.99	
O'REILLY AUTO PARTS	3414-372079	07-00-31805		VEHICLE MAINT	9.19	
HERITAGE F/S, INC.	67938	07-00-33300		FUEL	897.75	
FEDERAL PUBLISHING	23157	07-00-33500		OSHA COMPLIANCE J	149.25	
WALTON OFFICE SUPPLY	293825-0	07-00-33500		OFFICE SUPPLIES	35.00	
AIRGAS USA LLC	9047289581	07-00-33501		SHOP SUPLIES	40.58	
ALPINE VALLEY WATER, INC.	76477	07-00-33501		DRINKING WATER	23.00	
CYLINDER MAINTENANCE AND SUPPLY	4794	07-00-33501		ACETYLENE MONTHLY	15.00	
K-MART #7289	3566269026	07-00-33501		CHARGER	12.99	
KEITHS POWER EQUIPMENT INC	32347	07-00-33501		SCREWS	4.80	
COMCAST	020116	07-00-33700		FAX LINE	57.36	
COMCAST	020116	07-00-33701		CABLE INTERNET SV	84.85	
UNIFIRST CORPORATION	062 0161933	07-00-33800		UNIFORM SERVICE	68.33	

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

REGISTER # 653

DATE: 02/12/16

Friday February 12, 2016

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
UNIFIRST CORPORATION	062 0162941	07-00-33800		UNIFORM SERVICE	15.73	
UNIFIRST CORPORATION	062 0163039	07-00-33800		UNIFORM SERVICE	51.94	
GREAT LAKES DISTRIBUTING INC.	18219	07-00-37800		HOSE	254.50	
TOTAL FOR FUND 07		DEPT. 00			4472.20	
TOTAL FOR FUND 07					4472.20	
CARGILL INCORPORATED	2902661812	08-00-33910		ROAD SALT	15050.03	
CARGILL INCORPORATED	2902664879	08-00-33910		ROAD SALT	1514.64	
CARGILL INCORPORATED	2902667614	08-00-33910		ROAD SALT	1499.46	
TOTAL FOR FUND 08		DEPT. 00			18064.13	
TOTAL FOR FUND 08					18064.13	
ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB000000014461	15-00-36100		PROPERTY/LIABILIT	25329.88	
ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB000000015154	15-00-36200		WORKERS COMP	20239.50	
TOTAL FOR FUND 15		DEPT. 00			45569.38	
TOTAL FOR FUND 15					45569.38	
NAPA AUTO PARTS	036847	16-00-31805		FLAGHLIGHT/WORKLI	51.78	
HERITAGE F/S, INC.	67937	16-00-33300		GASOLINE	105.04	
WALTON OFFICE SUPPLY	293782-0	16-00-33500		OFFICE SUPPLIES	240.00	
CRETE ACE HARDWARE	128011	16-00-33501		SHOP SUPPLIES	51.97	
TOTAL FOR FUND 16		DEPT. 00			448.79	
TOTAL FOR FUND 16					448.79	
** TOTAL CHECKS TO BE ISSUED					200259.87	
01 CORPORATE					14397.60	

DATE: 02/12/16

Friday February 12, 2016

PAGE 7

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

CHECK NO

AMOUNT

DIST

	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
02		FIRE PROTECTION			7564.61	
03		PLAYGROUND/RECREATION			22211.31	
04		POLICE PROTECTION			25618.90	
06		WATER/SEWER FUND			61912.95	
07		ROAD & BRIDGE			4472.20	
08		MOTOR FUEL TAX			18064.13	
15		LIABILITY INSURANCE FUND			45569.38	
16		H.S.E.M.			448.79	
TOTAL FOR REGULAR CHECKS:					200,259.87	

DATE: 02/12/16

Friday February 12, 2016

=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	

=====

PROFESSIONAL PAINTING SERVI 44		02/10/16	2501	
121616	05-00-38900	COM CTR PAINTING		2956.32

TOTAL FOR FUND 05	DEPT. 00			2956.32
-------------------	----------	--	--	---------

TOTAL FOR FUND 05			2956.32	
-------------------	--	--	---------	--

** TOTAL MANUAL CHECKS LISTED 2956.32

** TOTAL OF ALL LISTED CHECKS 203216.19

tabled 2-1-16

February 1, 2016

Village of Steger
3320 Lewis Avenue
Steger, Illinois 60475

RE: Steger Fest 2016

Dear Steger Village Board,

This letter shall serve as the Steger Area Chamber of Commerce's request to utilize Veterans Park from July 19, 2016 to July 25, 2016 for Steger Fest 2016.

This letter shall also serve as our request for a temporary liquor license from July 21, 2016 through July 24, 2016.

Sincerely,

Frank Elton
Chairman of the Board
Steger Area Chamber of Commerce

Letter of Understanding
Village of Steger /State of Illinois
Various Routes
State Section No.: 2015-171
State Job No.: C-91-298-15
State Contract: 62A72
Cook & Will Counties
LU-116-041

LETTER OF UNDERSTANDING

The State of Illinois, through its Division of Highways, hereinafter referred to as the STATE, is desirous of improving Various State Routes within the VILLAGE OF STEGER hereinafter referred to as the VILLAGE in the Counties of Cook and Will, Illinois, State Section .: 2015-171, by making the following improvements:

Sidewalk removal, combination concrete curb and gutter removal and replacement, installation of concrete sidewalks and detectable warnings to conform with Americans with Disabilities Act (ADA), drainage structure and handhole adjustments, placement of pavement markings and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

In order that the STATE and the VILLAGE may benefit by this proposed improvement, we are requesting concurrence with the following:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. We ask the VILLAGE to sign the plan approval page which is part of this document or provide us with a letter approving the plans and specifications as prepared.
3. We ask the VILLAGE not to permit driveway entrance openings to be made in the curb, as constructed, of STATE maintained highways improved as part of our project, without first obtaining our consent.
4. The STATE will cause private utilities to be relocated at no expense to the STATE or VILLAGE.
5. Upon completion of the improvement, the VILLAGE agrees to maintain, or caused to be maintained, all existing sidewalks and all sidewalks constructed as part of this improvement, within the VILLAGE's municipal limits.

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Various State Routes, State Section: 2015-17I, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's maintenance obligations described herein.

APPROVED _____

DATE: _____



K-PLUS ENGINEERING, LLC

Direct Dial: 312.207.5703
E-Mail: mbuerger@kplus.com

November 23, 2015

Mr. Dave Toepper
Public Infrastructure Director
3320 Lewis Avenue
Steger, IL 60475

Re: **PROPOSAL: Drainage and Pavement Analysis**

Dear Mr. Toepper:

K-Plus Engineering appreciates the opportunity to meet with you and Administrator Tilton to discuss engineering services to the Village of Steger. Per our meeting Friday November 13th the scope of work is the analysis of the Miller Woods road and drainage infrastructure and drainage infrastructure near the Village Center area. The objective of this analysis is determining recommendations to improve drainage in the community and have a plan to improve the road infrastructure for the Miller Woods area.

Scope of Services & Compensation

The scope of services will be the preparation of three reports. Each will be setup as a different task. The first will be a drainage analysis for the Miller Woods area east of State Street. The second will be a drainage analysis for areas of the Village west of State Street this shall include Hopkins and 33rd Street, detention ponds west of Union, and the drainage ditches near the Public Works Facility. The third report will consist of a pavement analysis and capital improvement plan for the roads in the Miller Woods area.

Upon acceptance of this proposal K-Plus will schedule a kick-off meeting to outline the plan to complete the work and documentation to assist in the completion of the tasks.

(1) Miller Woods Drainage Analysis

Key areas that will be looked at in the drainage investigation include Miller Woods - Steger to 225th and State to Royal Oaks Drive.

- **Review of historical documents:** K-Plus will evaluate historical documents that will include village atlases, subdivision plans, cook county topography, and village improvement plans. K-Plus will request MWRD files for detention facilities for evaluation.

- **Field Investigation:** Field investigation will utilize historical documents for comparison with field conditions. The field investigation will help identify key areas that need immediate improvement and provide information to construct a basis for future improvements.
- **Stormwater Analysis:** Basic analysis will occur upon completion of the field investigation. This will include basic calculation and modeling of basins to maximize their ability to detain water. Examining improvements to the conveyance system and benefits. Determining improvements that will provide a decrease in operations and maintenance for Village Public Works will be considered.
- **Report:** Upon completion of the analysis K-Plus will provide a report summarizing the findings with recommendations for the Village to follow for future improvements. K-Plus will prepare a presentation to the Village Board of the findings.

Miller Woods Drainage Analysis not to exceed fee: \$10,450

(2) Drainage Analysis West of State

Key areas that will be looked at in the drainage investigation include Hopkins and 33rd Street, detention ponds west of Union, and the drainage ditches near the Public Works Facility.

- **Review of historical documents:** K-Plus will evaluate historical documents that will include village atlases, subdivision plans, cook county topography, and village improvement plans. K-Plus will request MWRD files for detention facilities for evaluation.
- **Field Investigation:** Field investigation will utilize historical documents for comparison with field conditions. The field investigation will help identify key areas that need immediate improvement and provide information to construct a basis for future improvements.
- **Stormwater Analysis:** Basic analysis will occur upon completion of the field investigation. This will include basic calculation and modeling of basins to maximize their ability to detain water. Examining improvements to the conveyance system and benefits. Determining improvements that will provide a decrease in operations and maintenance for Village Public Works will be considered.



- **Report:** Upon completion of the analysis K-Plus will provide a report summarizing the findings with recommendations for the Village to follow for future improvements. K-Plus will prepare a presentation to the Village Board of the findings.

Drainage Analysis West of State not to exceed fee: \$11,260

(3) Miller Woods Pavement Analysis

The third report that will be prepared is the analysis of the Miller Woods Area road system.

- **Field Investigation:** K-Plus will evaluate the roadway conditions with a visual non-intrusive evaluation. The roads will be photographed and investigated to determine conditions of the pavement.
- **Analysis:** The field investigation will provide the basis of the analysis. K-Plus will provide a rating based on the Paver analysis rating system of 0-100. The roads will be analyzed and recommendations for improvements will be determined. The analysis does not include pavement cores.

Pavement cores are not included in this proposal. Should the Village wish to acquire detailed information on the pavement thickness cores can be provided under a separate proposal.

- **Exhibits and Costs:** K-Plus will provide in the report exhibits that show the ratings of the road and an exhibit that provides costs for improving the road for budgeting purposes.
- **Report:** Upon completion of the analysis K-Plus will compile the exhibits and costs estimates to provide a report summarizing the findings with recommendations for the Village Public Works Department to follow for future improvements.

Miller Woods Pavement Analysis not to exceed fee: \$7,980

Billing

Upon acceptance of the reports by the Village of Steger the project shall be considered closed out. K-Plus will invoice the Client monthly based on the time and material spent on the project. At the end of the project, all outstanding project fees are due and payable upon completion of the findings are delivered. Any services outside the scope of services will be brought to the Village's attention prior to the commencement of work and will be performed as mutually agreed upon by both parties.



Mr. Dave Toepper
November 23, 2015
Page 4 of 5

Schedule

Upon receiving authorization and notice to proceed from the Client, K-Plus will begin work on the project. Estimated completion is 10 weeks, weather contingent.

Deliverables

Upon completion of the project, K-Plus will provide the following close out documents for the owners records and future use:

- A. 9 – hardcopies of the Reports
- B. 1 – CD containing electronic files of pdfs of the project report, plans & survey, CAD files, permit files, calculation files, and key correspondence for your records.

Additional copies of the report are available and will be billed at a standard rate of \$25 per report.

Contract Exclusions

This agreement does not include services for:

- 1. Engineering Design
- 2. Televising of sewer
- 3. Pavement Cores
- 4. This agreement does not include services for items not specifically included herein.

Project Specific Terms

Below is a list of terms relied upon in drafting this proposal:

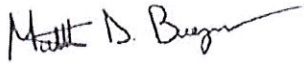
- access to the subject property will be granted for the purposes of the project;
- a project contact familiar with the area will be available to answer questions; and
- all documents including prior site engineering or reports and any other information that relates to the scope of work will be provided.

Attached is a copy of our standard terms which are an integral part of this Agreement. To signify your acceptance of this proposal, please sign below or furnish other appropriate authorization and return to our office. Once written authorization is received, we will immediately proceed with the work so that it can be completed in a timely manner.



Mr. Dave Toepper
November 23, 2015
Page 5 of 5

Sincerely,
K-PLUS ENGINEERING, LLC



Matthew D. Buerger, P.E.

Inc: Attachment – Standard Terms & Conditions

ACCEPTED BY:

Signature

Print Name

Date

Initial next to task to be completed:

(1) Miller Woods Drainage Analysis _____

(2) Drainage Analysis West of State _____

(3) Miller Woods Pavement Analysis _____





The following Terms and Conditions are incorporated into this AGREEMENT made and entered into by and between K-Plus Engineering, LLC, an Illinois limited liability company, hereinafter referred to as "**K-Plus**", and the party identified in the proposal and hereinafter referred to as "**Client**".

WITNESSETH:

- WHEREAS, Client desires K-Plus to perform the Services as hereinafter defined in accordance with the terms and conditions set forth herein on a going forward basis;
- WHEREAS, the parties desire to enter into this Agreement to allow for K-Plus to perform Services for Client with the scope of such services determined as the parties agree after this Agreement but incorporating the terms of this Agreement; and
- WHEREAS, each party hereto represents that it is ready, willing and able to undertake the responsibilities set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- A. "**Agreement**" means this document, together with all documents attached hereto and Work Orders as issued after the date of this Agreement. The Agreement and all documents incorporated therein are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.
- B. "**Fee Schedule**" means K-Plus charges for professional services and reimbursable expenses, which shall be updated from time to time and deemed incorporated, as revised, into this Agreement.
- C. "**Services**" means those services to be performed by K-Plus pursuant to the terms and conditions of this Agreement.
- D. "**Site**" means the site upon which Services are to be performed as designated in the Work Order. If all or a portion of the work required by a Work Order required work upon more than one (1) location, the locations upon which the work is to be performed shall be collectively referred to as the "Site".
- E. "**Work Order**" means a document or proposal describing work requested of K-Plus by Client that identifies the Client and the Site, defines the specific scope of Services, and includes, as appropriate, cost estimates, plans, and drawings.
- F. "**Work Product**" means all opinions, correspondence, notes, reports or other documentation created by K-Plus pursuant to this Agreement.

2. Services to be Performed. All Services performed under this Agreement shall be determined by a Work Order.

K-Plus, as an independent contractor, shall furnish all necessary supervision, labor, materials, and equipment and shall perform the Services as defined in each Work Order. A Work Order, when accepted by K-Plus, shall be binding upon the parties hereto, shall detail the scope of Services to be performed by K-Plus and shall be deemed to incorporate all the terms and conditions of this Agreement. Where the scope of Services is not sufficiently detailed to allow K-Plus to complete a Work Order or is deemed by K-Plus to require additional information, K-Plus shall have the right but not the obligation to infer such services as reasonably necessary to complete the Work Order and shall be entitled to reasonable compensation for any additional consideration required. All Work Orders shall be executed and dated by both K-Plus and Client, and K-Plus shall commence the Services as stipulated and agreed upon in the Work Order. Any Work Orders issued following the execution of this Work Order associated with the scope of work in this Work Order shall incorporate the terms and conditions of this Work Order even if said proposal, estimate, or contract makes no specific reference to these terms and conditions.

3. Term of Agreement. This Agreement shall become effective upon the above mentioned date and continue in full force and effect unless written notice of termination is given by either party. However, at the option of K-Plus, termination of this Agreement by Client shall not be effective with respect to Work Orders accepted by the K-Plus prior to the termination of this Agreement. Further, if termination is for cause, the party seeking to terminate the Agreement shall specify in detail the basis for the alleged default and the party accused of such default shall have seven (7) days to cure the default. If the default is not cured then the party seeking termination shall have the right to terminate the Agreement immediately upon issuance of a second written notice.

4. Changes. Changes in the scope of Services under a Work Order, including increases and decreases therein, must be in writing and agreed upon and accepted by each party hereto. K-Plus shall have the right to change the terms and conditions of this Agreement to conform to its form of Agreement then in use. If K-Plus desires to make such changes, K-Plus shall serve written notice of same upon Client and Client shall have seven (7) days to object to incorporation of the new terms of the Agreement and, if no such objection is received, the revised Agreement terms shall be deemed so incorporated. If Client does object, at the option of K-Plus, the Agreement may be terminated or the Agreement will continue under the original Agreement.

5. Payment for Services

- A. K-Plus shall submit an invoice of Services rendered and for any reimbursable expenses incurred from time to time or as agreed to in the applicable Work Order. Client shall pay the full amount of such invoice within thirty (30) days of the date the applicable invoice is received by Client. If Client objects to any portion of an invoice, Client shall notify K-Plus in writing of Client's objection and the grounds therefore within ten (10) days of the date of receipt of the invoice. If Client does not object in writing within said ten (10) day period, the invoice shall be deemed accepted by client.
- B. Client shall pay an additional charge of one and one-half percent (1½%) of the outstanding balance per month compounded monthly for any payment made more than thirty (30) days after the date of the invoice. Such additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. Client is responsible for all fees and costs of collection incurred by K-Plus including but not limited to fees of a third party collection agent, attorneys fees, court costs and witness fees.
- C. In addition to any other remedies granted to K-Plus hereunder, if Client has not paid the amounts owed to K-Plus when due, K-Plus may after giving seven (7) days written notice to Client, suspend services under this Agreement until K-Plus has been paid in full. K-Plus shall have no liability whatsoever to Client for any costs or damages to Client as a result of such suspension. In such instance, the Client shall retain complete liability for payment of fees and expenses owed pursuant to any pending Work Orders.
- D. If at any time during or after completion of the Services, K-Plus is requested or required to

participate in a deposition or other legal proceeding relating to any Services or the Site, Client shall reimburse K-Plus at applicable rates for preparation for and participation in such deposition or legal proceeding.

- E. The Client agrees that all work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purposes whatsoever.

6. Warranty

- A. Except as specifically set forth herein, no warranty of any kind, express or implied, at common law or created by statute, is extended, made, or intended by the rendition of consulting or engineering services or by the furnishing of oral or written reports.
- B. Client shall notify K-Plus in writing of claims made pursuant to this paragraph 6 not later than expiration of the Warranty Period. Promptly upon notice of said claim, K-Plus shall correct any defects in the Services that are not performed in accordance with the warranty in subparagraph A of this Paragraph 6, at no additional charge to Client. In addition, subject to the limitations set forth in Paragraph 8, K-Plus shall reimburse Client for any damages arising directly out of K-Plus failure to comply with subparagraph A of this Paragraph 6. The remedies contained in this subparagraph B shall be the exclusive remedies of Client with respect to Services provided under a Work Order.

7. Indemnification

- A. Except as set forth in subparagraph B of this Paragraph 7, K-Plus shall indemnify and hold Client and its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses Client and its directors, officers, and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property that arises directly from any negligent acts, errors, or omissions on the part of K-Plus in the performance of the Services;
- B. Anything in subparagraph A of this Paragraph 7 to the contrary notwithstanding, K-Plus shall not be liable to the extent that any liability, loss, damage, cost, and expense results from an act of negligence or willful misconduct by Client or its directors, officers, employees, or agents.

Terms & Conditions

11. Objectivity. To protect clients, and to assure that K-Plus results, calculations, observations, and recommendations will continue to be accepted as objective and impartial, it is expressly understood and agreed that the K-Plus fee for the undertaking of this engagement is in no way dependent upon the specific conclusions reached or the nature of the advice given in any draft and/or final document.

12. Compliance with Law. K-Plus, in performing the Services, shall comply with and shall require compliance by any of its subcontractors with all applicable statutes, regulations, or lawful orders of any governmental authority or agency. Client shall cooperate with K-Plus in obtaining any permits or licenses required for the performance of the Services.

13. Notices. Any notice or correspondence to be given to either party hereunder shall be in writing and sent via regular mail, facsimile or email addressed as to the parties at the addresses identified in this Agreement.

14. Assignment and Subcontracting. The Work Order may not be assigned by either party without the prior written consent of the other party. K-Plus may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve K-Plus of any of its obligations under this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing executed by Client and K-Plus.

16. Governing Law. This Agreement and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to agreements negotiated, executed, delivered, and fully performed in such State. Venue for any disputes arising out of this Agreement shall be DuPage County, Illinois.

17. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

18. Captions. Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

19. Severability. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

20. Waiver

A. No waiver of the terms, conditions and covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the parties.

B. A waiver of any breach of the terms, conditions and covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

21. Authority. Each party executing this Agreement represents and warrants that they are the duly authorized agent of the party for whom they execute this Agreement having received all necessary consents, resolutions or other authorizations needed to bind such party. Client further represents and warrants that if Client is not the owner of the Site that Client is the duly authorized agent of the Owner and has informed the Owner of the Services to be performed by K-Plus pursuant to this Agreement. Upon request, Client agrees to provide information verifying the record owner of the Site and evidence of the owner's acknowledgement of the Services to be performed hereunder.

January 29, 2016

Dave Toepper
Public Infrastructure Director
Village of Steger
3320 Lewis Avenue
Steger, IL 60475-1232

Re: Drainage and Watershed Studies
Miller Woods and Various Areas, Village of Steger

Dear Mr. Toepper,

Knight E/A, Inc. is pleased to submit this proposal for professional services related to drainage studies in the Miller Woods area as well as watershed study for areas west of State Street that drain to Thorn Creek Tributary A. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto as Attachment A, which set forth the contractual elements of this agreement, will constitute an agreement between Village of Steger ("Client") and Knight E/A, Inc. ("Knight") for services on this project.

Project Understanding

Knight understands that drainage deficiencies exist in areas of the Village that need to be addressed. Through on-site meetings with the Village, additional investigative site visits, and research, Knight suggests the following approach in determining corrective measures needed to address existing drainage and watershed conditions.

A) Drainage Studies – Miller Woods

The project site is located in the Miller Woods area of the Village of Steger. It is roughly bounded by 225th Street on the north, Steger Road on the south, State Street on the west and Royal Oaks Drive on the east – included as **Attachment B** is a Location Map of this study area. Deer Creek flows through the project area, south to north. An un-named tributary of Deer Creek, with multiple branches, joins Deer Creek just east of Sherman Avenue and west of the Jim Johnson Court cul-de-sac. Most of the project area east of State Street and west of Sherman Road drains to this un-named tributary of Deer Creek. A small portion of the eastern part of the project area, between Lisa Lane on the west and Cottage Grove on the east, drains to Deer Creek Tributary B.

The Village roads in this area are asphalt pavements that drain directly to poorly defined ditches on each side of the road that, in turn, drain to Deer Creek or its tributaries. These ditches have not been maintained and, in many cases, were apparently deliberately filled in. Driveway apron culverts, where visible, are in poor condition and are not effective in conveying roadside ditch flows. In addition, there are a number of locations where Village roads cross Deer Creek or its tributaries. Cross-road culverts at these locations that may be incorrectly sized, in poor condition, and/or not maintained may also be contributing to the drainage problems in the Miller Woods area. The resulting poor drainage and observed high surface and/or ground water levels is likely a primary contributor to why the road pavements in the Miller Woods area are deteriorating.

Pending further study, it is also likely that the best approach would be to improve the drainage in the Miller Woods area first before considering any road resurfacing or reconstruction projects. In the interim, pavement patching and/or pothole filling may be necessary to maintain acceptable levels of service and public safety. However, determining the appropriate corrective drainage measures prior to evaluating and recommending a pavement improvement plan is a prudent approach when considering the cost and design life of the improvements.

Engineering study will be undertaken to determine the type and extent of suggested improvements required to correct drainage deficiencies in the Miller Woods area. Studies will result in a technical report that will summarize all elements of study discussed in the scope narrative below.

B) Watershed Studies – West of State Street tributary to Thorn Creek Tributary A

The Village has experienced flooding in several areas located west of State Street within the Thorn Creek Tributary A watershed – included as **Attachment B** is a Location Map of this study area. Knight understands that the flooding has intensified during recent storm events and created more concern within the Village.

Knight understands that detailed drainage investigations and drainage analysis is required for the area west of State Street that are tributary to Thorn Creek Tributary A. Studies will result in a report that will summarize the existing conditions and develop and recommend proposed alternatives, which will include storm water conveyance and detention improvements needed to reduce flooding within this area. Grant and other funding opportunities are also to be identified, explored, and presented in the report.

Scope of Services

Knight proposes to perform the following professional services.

A) Drainage Studies – Miller Woods

1) Data Collection and Review of Existing Conditions

- a) Using topographic maps, estimate the high and low points and establish preliminary ditch alignment layouts along each road.
- b) Using aerial photographs, determine the number of driveways that do or should have culverts along each preliminary ditch alignment and cross reference with a property address.
- c) Using topographic maps, estimate the location of cross-road culverts that convey Deer Creek and its tributaries under Village roads.
- d) Using topographic maps, determine the watershed areas that drain to each cross-road culvert.
- e) Using aerial photographs, Will County soil survey maps, etc., determine land use and other stormwater runoff parameters that are used as input data for engineering calculations that will determine peak stormwater flows to the cross culverts expected for rainfalls of various amounts and durations.

2) Topographic Survey (as required) and Review of Existing Conditions

- a) Verify topographic high and low points along each road.
- b) From high point to low point, verify the existing condition of each ditch reach before, after and in between each driveway culvert. Identify each ditch reach as needing minimal, minor, or major re-grading.

- c) Identify the size, length, and material for the existing driveway culverts that are visible.
 - d) Verify the existing condition of each visible driveway culvert. Categorize each culvert as needing to be cleaned, repaired, or replaced.
 - e) Estimate the length of the suspected driveway culverts that are buried.
 - f) Identify any existing erosion and/or sedimentation problems in ditch reaches and at driveway culverts.
 - g) Identify significant road pavement problems and correlate with any observed ditch or driveway culvert drainage problems.
 - h) Identify any existing erosion, sedimentation, or debris accumulation problems at cross-road culvert locations.
 - i) Determine the size, length, and material for each of the existing cross-road cross culverts.
 - j) Verify the existing condition of each cross-road culvert. Categorize each culvert as needing to be cleaned, repaired, or replaced (based on the physical condition alone).
 - k) Identify road and/or pavement problems that appear to be the result of floodwater overtopping of the road.
- 3) Engineering Studies
- Engineering study will be undertaken to determine the extent of the following corrective measures:
- a) Re-establishing roadside ditches – to get/keep surface water off of road pavements and groundwater out from under the road sub-base and sub-grade.
 - b) Re-establishing/replacing driveway apron culverts – to maintain good ditch flow conveyance from high points to discharge points at Deer Creek or its tributaries.
 - c) Removing debris at cross-road culvert locations – to optimize flow of Deer Creek and its tributaries under Village roads for the existing cross culvert configurations.
 - d) Engineering analysis of the conveyance capacity of the existing cross-road culverts – to maintain good flow conveyance for Deer Creek and its tributaries in order to minimize floodwater overtopping of the roads. Analysis will include:
 - i) Using standard culvert analysis methods, evaluate the existing cross-road culverts for the computed peak stormwater flows. Identify which cross culverts meet the current standards for the frequency of floodwater overtopping of roadways and which do not.
 - ii) For the cross-road culverts that do meet the above referenced standards, identify any recommended repairs or modifications that would optimize culvert flow conveyance capacity and/or reduce maintenance requirements.
 - iii) For the cross-road culverts that do not meet the above referenced standards, use the culvert analysis methods to determine a recommended replacement size and type.
- 4) Construction Cost Estimates
- a) Complete an Engineer's estimate of probable construction costs based on the scope of studies discussed above.
- 5) Technical Report
- a) Provide a Technical Report summarizing all studies discussed above.

B) Watershed Studies – West of State Street tributary to Thorn Creek Tributary A

- 1) Data Collection and Review of Existing Conditions
 - a) Site Visit and Investigation
 - b) Review the Existing Watershed Maps
 - c) Cook County One-foot Contour Lidar Topographic Information
 - d) MWRDGC 's Little Calumet Watershed Study for Thorn Creek Tributary A
 - e) Village of Steger GIS Storm Sewer Atlas information
- 2) Topographic Survey (as required)
 - a) Following the initial data collection review, topographic survey pick-up will be completed as required to obtain critical drainage infrastructure information within the subject study area including drainage channels, ditches, manholes, storm sewers and culverts, with sizes, inverts, flow lines and rim elevations (existing Village Storm Sewer Atlas is limited and may not have rims and invert elevation information). Overflow routes and depressional areas will also be surveyed as needed within the study area.
- 3) Development of an Existing Conditions Watershed Study Model
 - a) Develop an existing condition XPSWMM continuous simulation stormwater model for the nearly 2.5 square mile watershed tributary to Thorn Creek Tributary A. Run the Critical Duration analysis for the 2, 5, 10, 25, 50 and 100 year frequency flood events.
 - b) Identify key areas of flooding and prepare a Summary Table.
- 4) Alternatives Analysis
 - a) Develop various alternatives needed to reduce flooding which include possible storm water detention and conveyance improvements minimum (3) alternatives.
 - b) Provide a concept plan showing the locations of the proposed improvements within the watershed.
- 5) Development of a Proposed Conditions Watershed Study Model
 - a) Develop a proposed conditions watershed model integrating the proposed alternatives into the existing conditions model.
 - b) Run the critical duration analysis for the 2, 5, 10, 25, 50 and 100 year frequency flood events
 - c) Assess the critical areas of flooding identified in the modeling and prepare a flood reduction summary table.
 - d) Develop an estimate of Engineer's Estimate of Probable Construction Cost for the proposed improvements.
- 6) Grant and other Funding Opportunities
 - a) Identify available public and private grant program opportunities for possible funding of projects.
 - b) Identify Agency Participation Opportunities.
- 7) Technical Report
 - a) Provide a Technical Report summarizing the following:
 - i) Data Collection Process
 - ii) Existing Conditions Flooding Areas

KNIGHT

- iii) Proposed Alternatives
- iv) Proposed Benefits and Cost Analysis Summary
- v) Summary of Grant and Agency Funding and Participation Opportunities
- vi) Final Recommendations

Schedule

Knight will work with the Village to develop the preferred schedule for this project.

Compensation

Knight proposes to perform the above work per the following fee and payment scheduled:

Task Description	Fee	Terms
A) Drainage Studies – Miller Woods	\$18,000	Fixed Fee
B) Watershed Studies – West of State St Tributary to Thorn Creek Trib. A	\$56,500	
Fee Total	\$74,500	

Topographic Survey (Allowance) – See <u>Note 1</u>	\$20,000	T&M
--	----------	-----

Note 1: An allowance has been provided for topographic survey. Effort will be made to utilize topographic survey services as little as possible. Available record plan data and other resources will be used as much as possible in order to reduce needed pick-up survey. Any needed pick-up survey will be invoiced on a time and material basis at \$135 per crew-hour (average hourly rate for a two-man crew).

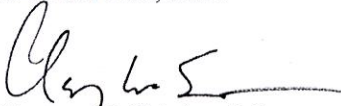
Terms and Conditions

This proposal, together with Attachment A - General Terms and Conditions, represents the entire understanding between the Client and Knight. If the terms of this agreement are found to be satisfactory, please sign this agreement in duplicate in the space provided and return one fully executed original to our office.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Respectfully Submitted,

KNIGHT E/A, INC.


Clayton M. Shipley, P.E.
Vice President

KNIGHT

ACCEPTED AND AGREED TO BY:

KNIGHT E/A, INC.

VILLAGE OF STEGER

Daniel G. Kavanaugh, P.E.
Senior Vice President

[Name]
[Title]
[Date]

Date: _____

Attachment A

General Terms and Conditions

- 1. General Conditions.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by Knight E/A, Inc. ("Knight") to perform for the Company to whom this letter is addressed ("Client"), all of the professional design services described in said cover letter as Scope of Services ("Services") for Client's project as defined therein ("Project"). Knight's offer becomes a contract on these same terms and conditions when accepted by Client. This contract supersedes all previous understandings, if any, and constitutes the entire agreement between Knight and Client relating to the Services. Pre-printed terms and conditions on Client purchase orders are not accepted regardless of when issued. Knight shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of Knight's offer.
- 2. Knight's Obligations.** Knight will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty, express or implied, is made or intended.
- 3. Client's Obligations.** Client shall provide the following: (i) all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which Knight may use and rely upon in performing services under this Agreement; (ii) arrange for access to and make all provisions for Knight to enter upon public and private property as required for Knight to perform services under this Agreement; and (iii) give prompt written notice to Knight whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Knight's services, or any defect or non-conformance in the work of any Contractor.
- 4. Consultant Services.** When Knight procures consultant services required for the Project on behalf of Client, Knight does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's independent Consultants. Knight makes no representation of, and does not assume responsibility or liability for, the work or services of Client's Independent Consultants. Knight shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Client's Independent Consultants.
- 5. Additional Services.** Changes in scope or extent of Services may be made from time to time by mutual written agreement. Any additional Services required because of such changes will be charged at Knight's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of Knight. Projects suspended for more than thirty (30) days through no fault of Knight shall be subject to a re-mobilization fee compensated as Additional Services.
- 6. Opinions of Probable Cost.** Knight's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by Knight of actual construction cost. Knight has no control over material cost, labor, and methods of construction or bid procedures. Accordingly, Knight does not warrant or represent that contractor bids will not vary from the Project budget or Knight's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.
- 7. Payment.** Knight shall be entitled to payment for Services rendered on the basis of Knight's invoices submitted monthly. Invoices shall be due and payable within thirty (30) days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month. No retention shall be withheld. All accounts receivable must be current before Knight shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. Knight reserves the right to stop Services and/or withhold documents for reasons of non-payment and Knight shall not be liable for delays which may result from such stoppage.

Knight shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or Knight's customary rate, plus five percent (5%) handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT) or gross receipts tax may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by Knight to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of five percent (5%) of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by Knight of monies due.

8. Documents. Any and all documents and plans (including Knight's independent professional associates and consultants) in whatever form, including electronic media (disks, tapes, telecommunication, etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of Knight. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by Knight without agreement in writing stipulating the terms and restriction of usage. Knight will not be responsible for any consequence of re-use, other use, or adaptation of such documents without Knight's express written approval.

9. Facsimile Transmissions. The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provisions thereof the fact that a facsimile transmission was used.

10. Certifications, Guarantees and Warranties. Knight shall not be required to sign any documents that would result in Knight having to certify, guarantee or warrant the existence of conditions whose existence Knight cannot ascertain. Client also agrees not to make resolution of any dispute with Knight or payment of any amount due to Knight in any way contingent upon Knight signing any such certification.

11. Insurance. Knight is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or Knight's scheduled charge. Client agrees to cause the Contractor to (i) provide Comprehensive General Liability Insurance for the Project naming Knight E/A, Inc. and Client as Additional insureds; and (ii) to defend, indemnify, and hold harmless Knight E/A, Inc. and Client from any and all losses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify Knight of the existence of any Project-Specific Professional Liability Policy applicable to the Project which includes Knight as an Insured by name or reference so that Knight may, in a timely and effective manner coordinate its own insurance program. Should such a Project-Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to Knight a certified copy of the Policy and to cooperate with Knight in obtaining data with respect to possible claims against that Policy.

12. Indemnification. Knight agrees to the fullest extent permitted by law, to indemnify and hold Client harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by Knight, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold Knight harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by Client, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement. In no event shall Client be entitled to obtain from Knight, its agents, representatives, officers, employees, or independent contractors, 'damages' arising from Knight's breach of this Agreement, or for its failure to perform its services in accordance with the standard of care provided for herein, in excess of fifty thousand dollars (\$50,000) or the total fee amount paid by client, whichever is less. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two (2) years after substantial completion of the Project.

13. Waiver of Contract Breach. The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

14. Suspension of Services. Client may, at any time, by written order to Knight require Knight to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Knight shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with the suspension.

15. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. In the event of termination, Knight shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place Knight's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of Knight, justify continuance of the work, Knight shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.

16. Asbestos/Hazardous Materials Disclaimer. Client is hereby notified that asbestos is prevalent in building constructed prior to 1978. Client agrees to defend, indemnify and hold harmless Knight from any and all asbestos, pollution, and/or hazardous waste-related claims arising against Knight relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

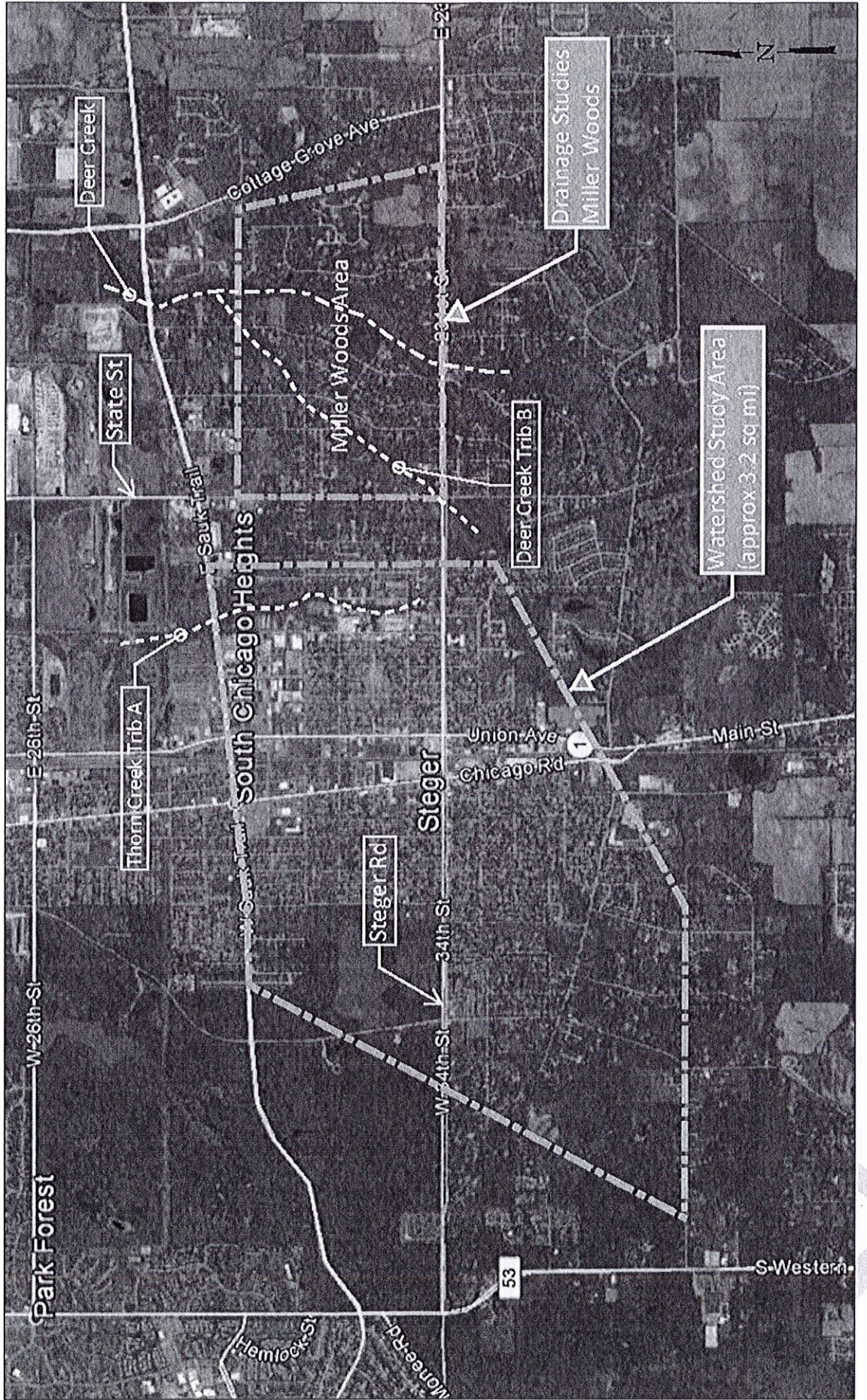
17. "ADA" Compliance. For Projects of new construction, Knight shall endeavor to design the Project in conformity with the Americans with Disabilities Act ("ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the "Act") and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, Knight shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is the Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. Knight shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client.

18. Compliance with Codes. Knight's design shall conform to local applicable codes in effect, and as interpreted by building official, at the time the design is prepared; however, Knight shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction.

19. Applicable Law. The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Illinois.



Attachment B
Location Map of Study Areas



SERVICE CONTRACT AGREEMENT

THIS AGREEMENT, by and between **MIYO, Inc (dba Happy Day Shirt and Event)** and **Village of Steger**, hereinafter called "Client".

WITNESSETH:

WHEREAS, the said Client has employed MIYO, Inc. to perform certain specialized services for the 2016 Steger Days of Music Festival outlined more particularly in the accepted proposal attached to this Agreement as Exhibit "A".

NOW THEREFORE, in consideration of the mutual promises herein made, **IT IS AGREED** as follows:

1. It is understood and agreed that MIYO, Inc. shall perform all tasks outlined in the accepted proposal attached as Exhibit "A" to the best of their ability.

2. The total fee for said services and performance shall be **\$23,100.00**. Said total fee shall be paid in the following manner:

- **\$5,600.00** received by MIYO, Inc. **February 22, 2016**;
- **\$2,800.00** received by MIYO, Inc. **March 15, 2016**;
- **\$2,800.00** received by MIYO, Inc. **April 15, 2016**;
- **\$2,800.00** received by MIYO, Inc. **May 15, 2016**;
- **\$2,800.00** received by MIYO, Inc. **June 15, 2016**;
- **\$6,300.00** received by MIYO, Inc. **July 30, 2016**;

It is understood and agreed that the total cost for the Project is as stated above, unless there is a written change-order signed by both parties, in which event the total fees shall be readjusted.

3. If Client shall default in the payment any fees as outlined above, MIYO, Inc. reserves the right to halt the Project and perform no further work unless and until proper payment is made as set forth in Paragraph 2 above. MIYO, Inc. shall provide Client with written notice that the Project is being halted for nonpayment. If Client's breach is not cured within fifteen (15) days of receiving notice from MIYO, Inc. that the Project is being halted, MIYO, Inc. may, at its election, cancel this Agreement. Client shall be responsible to pay all costs incurred by MIYO, Inc. in the performance of this Agreement prior to the early cancellation of the Agreement, including, but not limited to, reimbursement of MIYO, Inc. for goods or other services in which MIYO, Inc. advanced payment in performance of this Agreement prior to Client's breach in payment obligations. Should Client default in its payment obligations, and MIYO, Inc. must initiate legal proceedings to collect the amounts due under this Agreement, Client

agrees to pay all costs of collection incurred by MIYO, Inc., including, but not limited to, court costs and attorney fees.

4. If MIYO, Inc. shall default in any of its performance obligations pursuant to the terms of the attached proposal as Exhibit "A", Client shall provide MIYO, Inc. with written notice of the specific obligations that MIYO, Inc. failed to perform. In that event, MIYO, Inc. shall have fifteen (15) days to perform the obligation or remedy the default after the receipt of such written notice from Client. If MIYO, Inc., shall fail to cure such default within the fifteen (15) day period, Client may, at its election, terminate this Agreement without prejudicing any other rights or remedies Client may have resulting from such default.

5. All notices required under this Agreement shall be deemed properly served if sent by registered or certified mail with return receipt requested to the following addresses designated by the parties:

Mixdesign
21 E US Highway 30
Schererville, IN 46375

Village of Steger
3320 Lewis Ave
Steger, IL 60475

6. MIYO, Inc., its agents and employees, shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone, including Client, on or off the premises owned or occupied by Client, arising out of or resulting from the performance of services under this Agreement as described, and Client and its successors and assigns, hereby agrees to indemnify and hold MIYO, Inc., its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney fees incurred by or imposed by MIYO, Inc. in connection therewith), for such loss, damage, injury or other casualty resulting from the negligent acts and/or omissions of Client only.

7. Client, its agents and employees, shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone, including MIYO, Inc., arising out of or resulting from the performance of services under this Agreement as described, and MIYO, Inc. and its successors and assigns, hereby agrees to indemnify and hold Client harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorney fees incurred by or imposed by Client in connection therewith), for such loss, damage, injury or other casualty resulting from the negligent acts and/or omissions of MIYO, Inc. only.

8. MIYO, Inc. shall maintain, at its sole cost and expense, general liability insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00),

and any other insurance policy deemed necessary by Client, during the term of this Agreement. MIYO, Inc., shall provide Client with certificates of insurance identifying Client as an "Additional Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: The Village of Steger, Illinois, its officials, trustees, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is canceled, MIYO, Inc., shall immediately notify Client by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify Client as described in this Section shall constitute a material breach of this Agreement.

Likewise, Client shall maintain, at its sole cost and expense, general liability insurance with limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00), and any other insurance policy deemed necessary by MIYO, Inc., during the term of this Agreement. Client shall provide MIYO, Inc. with certificates of insurance identifying MIYO, Inc. as an "Additionally Insured." Said certificates of insurance shall read "ADDITIONAL INSURED: MIYO, Inc. d/b/a Happy Day Shirt and Event, its owners, shareholders, executives, employees, consultants, attorneys, agents, volunteers, and representatives shall be primary and non-contributory Additional Insureds with respect to the general liability, auto liability, and umbrella coverages specified above." If at any time during this Agreement, any insurance policy required by this Agreement changes or is cancelled, Client shall immediately notify MIYO, Inc. by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify Client as described in this Section shall constitute a material breach of this Agreement.

9. Client may terminate this Agreement with or without cause upon providing MIYO, Inc., thirty (30) days written notice. Upon such termination, Client shall only be liable to MIYO, Inc., for payment of the services that have been properly performed up to the date of termination, except when termination based on MIYO, Inc.'s default.

10. Except as otherwise provided for herein, this Agreement may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

11. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties hereby waive any objections each Party may have based on improper venue or forum non conveniens in connection with any proceeding instituted hereunder.

12. This Agreement contains the entire agreement between the Parties hereto

and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof. The Parties expressly understand and acknowledge that there are no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to execute this Agreement and none have been relied upon by either Party. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

13. Nothing herein shall be construed to create a partnership, joint venture or an employer-employee or agent-principal relationship between the Parties.

14. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

15. By entering into this Agreement, Client 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.*).

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

17. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto unless otherwise expressly provided herein.

18. In the event of a default and/or litigation arising out of enforcement of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and their reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering any count.

19. Notwithstanding anything contained herein to the contrary, in no event shall MIYO, Inc., have the right or authority, express or implied, to commit or otherwise bind or obligate Client to any liability or agreement, unless authorized to do so in writing by Client.

20. This Agreement is personal in character and neither Client nor MIYO, Inc., shall assign its interest in this Agreement without the prior written consent of the other

Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement this 11 day of February, 2016.

MIYO, Inc..

By: 

(Michaline Tomich)

Village of Steger

By: _____

Exhibit "A"

Steger Summer Event Proposal

Brand Creation, Sponsorship, Public Relations and Event Logistics Presented to: The SDOM committee in December 2015

Happy Day Shirt and Events Company looks forward to working with the Village of Steger again this summer in regards to the Steger Days of Music Event. Happy Day will once again work with corporations and organization to relationship-build on behalf of Village of Steger in regards to the summer event.!

\$3,500 – Coordination and Management of event throughout the weekend

- Work the weekend with event leaders to make sure all deliverables are met
- Work with event leaders to hang and place all signage
- Work with event leaders to ensure final set up and placement of all attractions, vendors,
- Work with artists to ensure all needs are met
- Work with event leaders to meet the needs of the artists
- Assist event leaders on sound, stage, and security set up
- Hourly people/labor additional

\$2,800 – monthly retainer (December through July) to include all of the following:

- Event logistics (make sure all necessary procedures are followed) Work with event leaders to ensure final procurement of all attractions Coordination of site details and timelines for vendors (ensure vendors submit all required documents/payment)
- Research and Engagement in industry to create a show brand and feel that will reach expanded demographics and ticket purchasers
- Pre-production and preparation of all files for implementation and printing (posters, rack cards and ads)
- Overall detailed design of all selected items (access passes, tickets, signage, etc)

Vendor Relations and Planning of Show Site

- Work with event leaders to finalized event details to ensure they are coordinated, mapped out and solidified (vendor placement and needs)
- Work with event leaders to ensure final procurement of all attractions

- Coordination of site details and timelines for vendors (ensure vendors submit all required documents/payment)
- Work with event leaders to meet the needs of the artists
- Assist event leaders with a ticketing solution, sound, staging and any other items that need to be procured

Media Relations and Marketing Planning and Design Implementation

- Create overall marketing plan and budget with all media outlets and vendors
- Distribute all press releases leading up to and during event
- Oversee press pass distribution/media coordination for event
- Place all ads and submit all documents
- Website management and updates
 - MIYO, Inc., shall not distribute any media or marketing materials without prior approval from Client.

Event Website Creation and Maintenance

Recreate and lead the development of a well branded visually appealing website for the event. We will design the site to fit the brand and meet the needs of the event, ranging from e-commerce options, merchandise sales, event information and updates.

- Site Map
- Establish Landing page
- Design & Concepting
- Proofing, Editing, and Modifying provided content
- Building, Coding & Testing, e-commerce
- Project Coordination and Correspondence
- Ticket Links
 - MIYO, Inc., shall not post any information, documents, or marketing materials on the website without prior approval from Client.

Creation of Sponsorship Materials:

Presentation proposal includes, this is where we create all the resources and this layout will be used to initially wow the potential sponsors, Happy Day will use it previous knowledge of how to create a meaningful and well received sponsorship packet to drawn in potentially sponsors. This packet can be printed or be emailed to potential sponsors. Create a sponsorship package for solicitation including but not limited to:

- Branded presentation
 - Creation of all sponsorship goals and objectives
 - Custom mood boards for perspective opportunities (includes 5 custom mood boards)
 - Determine the Village's target audience by researching companies with a strong presence in the community and identify those outside of the community and the area with a commitment to community events, musical endeavors and tourism
 - Develop the Village of Steger's offering by preparing a well thought out program that provides a variety of options
 - Review files of previous donation/sponsorship opportunities, also event expenses to determine needs
 - Be creative in sponsorship offerings and will strive to customize a sponsorship package that addresses potential sponsor's goals.
 - Work with the Village of Steger and its event team to draft the sponsorship levels and what the benefits are to the corporations at each level. Develop the financial commitment associated with each sponsorship level, and what each level or opportunity will entail.
-
- Determine areas of opportunity a few examples
 - Custom naming opportunities (headlining sponsors)
 - Custom sponsors (Happy Day can design custom logos to go on various surfaces for sponsors
 - Programs at show or show areas named after sponsors
 - External opportunities (website, vehicles, co-op sponsorships, cross marketing and promotion, shared ad space, trade enhancement opportunities
 - Campaign goals
 - MIYO, Inc., shall not distribute any sponsorship materials without prior approval from Client.

Sponsorship Solicitation:

Through this area of the proposal, Happy Day will ensure the following items are completed for a set percentage of the sponsorship. If Happy Day is working on behalf of the Village of Steger to secure sponsorships, Happy Day will work to secure the sponsors by making the phone calls, sending the emails, setting up the meetings and securing the sponsor. Please note, actual printing and application of sponsorship tangibles would be at a separate cost.

The percentage breakdown all new sponsorships: This percentage would work to cover the research, contacting and procurement of the sponsor.

Sponsorships - all new sponsors secured by MIYO, INC.: 15%

Special reduction of 10% for returning event sponsors.

MIYO, INC., shall not be entitled to any percentage of new sponsorships secured by Client.

Timelines :

Happy Day would need to commence design, branding and sponsorship outreach. Happy Day will begin vendor reach out, recreation of the vendor packet, recreation and design of the sponsorship packet, redesign of the website.

All media planning, cost projections, sponsorship outreach and design would take place from March thru early June. With June and July being for final preparation.

All implementation and event day coordination would happen from December thru July.

Happy Day will provide monthly updates on all progress. Additional updates will be provided upon request.

Actual printed materials, media buys (cost of advertisements) and materials (ie- tent rentals for vendors, will come out of the general event budget.

Additional Suggestions :

Merchandise Happy Day will be glad to assist with the day of and pre-event coordination the sale of event programs. Merchandise design, staff merchandise and even man the event booth for merchandise sales on event day. The event designs, wholesale discounts and coordination of merchandise for the weekend

will be contracted separately and can be all proceeds by and for the event. This can be a separate proposal.

Happy Day terms and conditions

NOT INCLUDED (CAN PROVIDE WITH ADDITIONAL FEES) : Photography and Drawings, Off-site Meetings, Travel Expenses, Extensive Custom Illustration, Website Flash Animation, Quick time movies, Database development, Search engine submission, Web hosting & maintenance, Multimedia development, Internet marketing strategy, E-commerce consultation and solutions, Domain name & web hosting costs. Costs for excessive multiple print outs of a project, Presentation supplies or binders requested by client, Shipping and delivery fees, Media placement and procurement, Postage and mailing, Trademark or Legal Procurement Fees. The above quote makes the assumption that all of the information, resources, affiliate links, photographs and content will be provided (photographs preferably 640 x 480 pixels, 72 dpi). If items needed do not exist, this will be treated as a separate proposal or change order.

It is the responsibility of the client to fulfill all legal obligations and research in regards to trademarks, registration and copyright permission from provided photos and photographers of all items posted or utilized online. Happy Day is happy to provide any necessary legal documentation, permissions or signatures of our vendors. However, we do not create the legal contracts or transactions on a client's behalf for trademark and copyright rights and responsibilities. We simply cooperate with the needs of your legal teams.



MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
233 W. Hintz Road
Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

PRESIDENT

Jeffrey Macko, Chief
Cary Fire Protection District
400 Cary-Algonquin Road
Cary, IL 60013
847-639-2121
chief@caryfire.com

1ST VICE PRESIDENT

Don Davids, Assistant Chief
Aurora Fire Department
75 N. Broadway St.
Aurora, IL 60505
630-256-4004
davids@mabas-il.org

2ND VICE PRESIDENT

Harry Tallacksen, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
815-262-4374
tallacksen@mabas-il.org

TREASURER/COMPTROLLER

Paul Maplethorpe, Chief
Greater Round Lake FPD
409 Nippersink Rd.
Round Lake, IL 60073
847-546-6001
chief@rlfire.org

CHIEF EXECUTIVE OFFICER

James P. Reardon, Chief (RET)
MABAS-Illinois
233 W. Hintz Road
Wheeling, IL 60090
847-727-6331
reardon@mabas-il.org

January 15, 2016

To:

Steger Fire Dept.
Chief Nowell Fillion
3320 Lewis Ave.
Steger, IL 60475

From: Chief Jeff Macko, President, MABAS-Illinois

Chief Jay Reardon, CEO, MABAS-Illinois

Re: MABAS Contract Addendum / Stafford Act policy requirements

Request for assistance in establishing a fully compliant MABAS file for your agency-Requested deadline by March 31, 2016

As you may recall, MABAS-Illinois began a contract addendum approval process in July 2014. The process was guided by our legal counsel to assure full compliance with FEMA policy and Federal Stafford Act regarding MABAS member agency reimbursements during activations and deployments involving Federal Declarations of Disaster.

Full compliance requirements for this action required completion, executions and forwarding of the three legal instruments below by your agencies elected or appointed District, Village or City Officials. The three legal instruments include the following and an audit of MABAS-Illinois files indicate we are in need of those documents highlighted and an "X" as indicated.

- MABAS Illinois contract addendum

- MABAS Illinois contract ordinance

- MABAS Illinois secretary certificate

MABAS-Illinois requests you agency forward executed copies of highlighted and X legal documents previously noted. We have included copies of the referenced legal documents for your use, execution and return to MABAS-Illinois. We ask the task be fully completed by March 31, 2016.

We apologize for any inconvenience this request may cause. Unfortunately, the noted documents are missing from your file and to assure eligibility for Federal declaration Disaster reimbursements the requested documents are needed.

Should you have any questions or need assistance or clarification please feel free to contact MABAS Administrative Assistant Kim Szlak at 847-403-0502 or by email @ szlak@mabas-il.org. Please mail copies of the fully executed documents at the address shown on this letterhead.

(Over)

**MUTUAL AID BOX ALARM SYSTEM
FIRST ADDENDUM TO MABAS MASTER AGREEMENT**

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

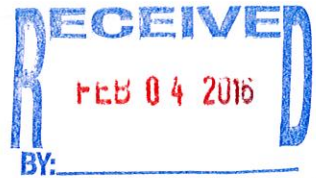
SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.
3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.

BUSINESS LICENSE APPLICATION



BUSINESS NAME: RACK AND PACK, INC. ADDRESS: 33E.35th place

APPLICANT'S NAME: BARBARA PEREZ ADDRESS: 22829 OAKLAND Dr.

CITY: Steger STATE: IL ZIP CODE: 60475

BUSINESS PHONE: (708) 757-3002 HOME PHONE: (708) 248-7545

TYPE OF BUSINESS: (Please explain your proposed operations, types of products and services include hours of operations and whether your business is wholesale or retail) E-COMMERCE

WAREHOUSING & DISTRIBUTION of PRODUCTS -

HOURS of OPERATION M-F From 8:00 AM - 5:00 P.M. / S (from 8:00 AM - 12:00 N)

PRODUCTS: COSMETICS, BAGS, PURSES, FRAGRANCES

GENERAL BUSINESS LICENSE

STATE TAX NO.: 01-0918948 THE VILLAGE OF STEGER MUST BE NAMED ON YOUR STATE TAX FORM AS RECEIPT OF SALES TAX

FLAMMABLE MATERIALS?: _____ INSIDE: _____ OUTSIDE: _____

PARKING SPACES: CUSTOMER: N/A HANDICAP: _____ EMPLOYEE: 3-4

Return completed application, along with \$50.00 fee to the Village Clerk's Office. The completed application will be presented to the Village Board for approval pending inspections. Once your business is set up, you must contact the Village Hall and set up for three (3) inspections (Fire, Building and Health). Once the inspections have been approved, your final business license invoice must be paid. Your final official business license will be hand delivered to your business.

Applicant's Signature: [Signature] Date: 2/3/16

FOR OFFICE USE ONLY

ZONING OF PROPERTY: _____

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

BOARD APPROVAL: DATE: _____ 45 DAY TEMPORARY LICENSE EXPIRES: _____

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

97825 CK 50.00 02/04/16

Handwritten initials

BUSINESS LICENSE APPLICATION



BUSINESS NAME: TIRE CONNECTIONS ADDRESS: 3620 SO. UNION AVE.
~~UNLIMITED & AUTO CARE~~ 5789 AR ILLINOIS 60475
APPLICANT'S NAME: CLARENCE HAYNES ADDRESS: 14746 SO. PERRY AVE.
CITY: SOUTH HOLLAND STATE: ILL ZIP CODE: 60473
BUSINESS PHONE: (708) 733-2481 HOME PHONE: (708) 339-9812

TYPE OF BUSINESS: (Please explain your proposed operations, types of products and services include hours of operations and whether your business is wholesale or retail) OUR BUSINESS OF RETAIL

TIRE CONNECTIONS UNLIMITED & AUTO CARE'S MAIN PURPOSE IS TO PROVIDE OUR CUSTOMERS WITH TIRE AND AUTOMOTIVE, M REPAIRS AT HONEST & FAIR PRICES AND TO HELP TRAIN AUTO TECH'S AND MANAGERS FROM THIS COMMUNITY.

STATE TAX NO. (4157-1266) THE VILLAGE OF STEGER MUST BE NAMED ON YOUR STATE TAX FORM AS RECEIPT OF SALES TAX

FLAMMABLE MATERIALS?: N/A INSIDE: N/A OUTSIDE: N/A

PARKING SPACES: CUSTOMER: 8 HANDICAP: 1 EMPLOYEE: 4

Return completed application, along with \$50.00 fee to the Village Clerk's Office. The completed application will be presented to the Village Board for approval pending inspections. Once your business is set up, you must contact the Village Hall and set up for three (3) inspections (Fire, Building and Health). Once the inspections have been approved, your final business license invoice must be paid. Your final official business license will be hand delivered to your business.

Applicant's Signature: Clarence Haynes Date: 2-12-2016

FOR OFFICE USE ONLY

ZONING OF PROPERTY: _____

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

BOARD APPROVAL: DATE: _____ 45 DAY TEMPORARY LICENSE EXPIRES: _____

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

62536 CR 50.00 02/12/16