

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MARCH 6, 2017

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
 - Letter of Appreciation to Jeff Watson
- D. MINUTES OF PREVIOUS MEETING
- 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. Assistant Village Administrator
 - g. Housing Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS

MONDAY, MARCH 6, 2017 BOARD OF TRUSTEE REGULAR MEETING AGENDA

H. CORRESPONDENCE

A letter of thanks from Marty Braccio, Crete EMA Coordinator thanking the Village of Steger, Director Toepper and his staff and Administrator Tilton for giving them office furniture to be used in their new facility.

I. OLD BUSINESS:

ORDINANCE NO. 1142 AN ORDINANCE AMENDING ORDINANCE NO. 1012 RELATING TO THE TABLE OF ORGANIZATION FOR THE POLICE DEPARTMENT OF THE VILLAGE OF STEGER. (TABLED 2/21/17)

ORDINANCE NO. 1143 AN ORDINANCE ESTABLISHING A COMPENSATION SCHEDULE FOR THE EMPLOYEES AND NON-ELECTED OFFICIALS OF THE VILLAGE OF STEGER EFFECTIVE JANUARY 1, 2017. (TABLED 2/21/17)

J. NEW BUSINESS:

ORDINANCE NO. 1144 AN ORDINANCE AMENDING CHAPTER 34, SECTION 34-66 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS IN CONNECTION WITH ADOPTING A CERTAIN FIRE CODE FOR THE VILLAGE OF STEGER, ILLINOIS

ORDINANCE NO. 1145 AN ORDINANCE AMENDING CHAPTER 6, SECTION 6-76 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING LIQUOR LICENSES FOR THE VILLAGE OF STEGER, ILLINOIS.

ORDINANCE NO. 1146 AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY LAMASTUS DEVELOPMENT INC. FOR A CLASS 8 DESIGNATION, PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR A PORTION OF CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

ORDINANCE NO. 1147 AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF OBSOLETE PERSONAL PROPERTY FOR THE VILLAGE OF STEGER.

RESOLUTION NO. 1103 A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND DLA ARCHITECTS, LTD. TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.

RESOLUTION NO. 1104 A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND V3 COMPANIES OF ILLINOIS, LTD. TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.

PROCLAMATION

**PROCLAIMING THE MONTH OF MAY AS MOTORCYCLE
AWARENESS MONTH IN THE VILLAGE OF STEGER AS
REQUESTED BY A.B.A.T.E. OF ILLINOIS**

- | Steger Area Chamber of Commerce requesting dates to hold Steger Fest on July 27th through July 30th and October Fest on September 23rd and 24th.

K. ADJOURN TO CLOSED SESSION to discuss Litigation and Personnel

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

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

5 ILCS 120/2 (c) (11)Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before court, pursuant to Section 2(c)(11) of the Open Meetings Act

L. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

M. 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 21st day of February, 2017 in the Municipal Building of the Village of Steger with the Village Clerk Carmen S. Recupito, Jr. attending with Mayor Kenneth A. Peterson presiding.

Village Clerk Carmen S. Recupito, Jr. called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Trustee Lopez was absent. Also present were, Village Administrator Mike Tilton, Fire Chief Nowell Fillion, Police Chief Ken Boehm, Director of Public Infrastructure, EMA Chief Tom Johnston, Housing Director Alice Peterson and Community Center Director Diane Rossi.

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

Mayor Peterson invited EMA Chief Tom Johnston to come up to make a presentation to John Zajac for his 40 years of dedicated service to EMA. John thanked the Board for recognizing his service. The Board and audience applauded John's service.

MINUTES

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

AUDIENCE PARTICIPATION

Cindy Trotier, representing the Steger Area Chamber of Commerce asked whether the Chamber's letter to the Village had been received regarding Steger Fest July 27-30. The Board was not aware of any such request. Trustee Perchinski suggested Ms. Trotier complete a "Special Events Permit Application" to request use of the park.

MAYOR'S VILLAGE ADDRESS

Mayor Peterson explained that usually he gives his State of the Village address at the end of the fiscal year. He is giving his address this year as he approaches the end of his first term as mayor. He reviewed the Village progress over the period. First, Mayor Peterson discussed business. He talked about the expansion of TIF Districts and an Enterprise Zone. Business License application has been updated and businesses are now inspected annually. 45 acres of land have been acquired by the Village for both commercial and some to improve the value of homes.

Mayor explained that ***Steger Days of Music*** helped to "put Steger on the map."

When he first took office there were 153 businesses in town. At the end of 2016 there were 170 businesses. After two months of this year there were 5 new businesses and another on the agenda to be approved.

There have also been investments in the community by businesses. The Shell at 34th Street and Kings Road invested \$2.5 million and the BP at 34th Street and Union Avenue plans a \$4.2 million investment. The Village is planning new sidewalks and streetscaping from Union Avenue to the railroad tracks. Gas stations promote Motor Fuel Taxes. In 2013 the Village collected \$230,000 in MFT. In 2016 the Village collected over \$242,000 in MFT for a 5.4% increase. MFT funds are important because they're used for street maintenance and sidewalks. There are approximately 32.3 miles 170,016 feet of roadway in Steger. Using the Five Year Plan for paving, all roads should get the proper maintenance. In 2016 15,665 feet of road were paved. Mayor Peterson stated that sidewalks throughout the Village is a long term goal of his. And that the sidewalks are handicap accessible and useable by everyone.

The mayor is proud of the Department of Public Works for the snow and ice removal this winter. Storm water removal has also been an issue. Mayor reported on a study to implement a plan to reduce flooding. More studies are to come.

Mayor Peterson stated that many housing programs in the village have been implemented. Through these programs Steger has acquired 13 parcels of developed and undeveloped land. By partnering with Cook County dilapidated homes have been demolished.

Mayor Peterson explained his pleasure that all these programs have been accomplished while keeping the Village in the black.

He is still looking into options for the police department and village hall. He will be bringing these options to the Board. Mayor Peterson also shared his pride with the Police Department. The department has made an impact on crime and continues to do so.

Mayor Peterson also congratulated the Fire Department as every member of the department is certified in something. The village has never had a more professional staff than today.

He recognized EMA for their service at car accidents and weather spotting, Mayor congratulated EMA for the great job they do.

He has implemented an HR Department. HR ensures employees are trained, have trainings, evaluate employees, become more efficient, more feedback and operate in a way our residents want us to operate.

He stated that the Community Center is the heart of the community bringing so many people together. Never more activities than we have today. He thanked Diane Rossi for her leadership there.

For many years the village has relied on Kmart. Kmart's parent company, Sears is struggling. On line shopping changes the dynamics of the local economy.

Village collected \$2.25 million in real estate taxes in 2013. At the fiscal year end 2016 the village collected 2.22 million for a 17% decrease.

The mayor's goal for this year includes continuing to attract businesses to the downtown area and at Sauk Trail and Cottage Grove and on IL394 and replacing revenue sources that continue to shrink. He'll continue to work on infrastructure; streets, sidewalks and drainage issues. Water issues will need to be addressed.

Mayor Peterson is extremely excited about the changes taking place to move Steger in a positive direction. It will take more hard work to finish what has been started, stay the course. We're headed in the right direction.

REPORTS

Village Administrator Tilton explained a complete sidewalk inventory with recommendations will be available next month. The inventory will help with grants.

Village of Steger was recognized at CMAP for the grant for Planning Priorities Study. We implemented 3 or 4 recommendations out of that study. We're definitely in line for another grant.

Tuesday, Mr. Tilton will meet with Congresswoman Kelly's office to discuss southland infrastructure. With Amazon coming and CSX coming they're looking to spend a lot of money on the eastern Will County side.

Steger has been asked to join South Chicago Heights, Richton Park, Park Forest and Sauk Village for a Sauk Trail preservation path. Much of the funding will come from Cook County.

Director of Public Infrastructure

Director Toepper has been working with Knight Engineering on projects. Cook County has a project called the ***Best of Cook County***.

Mr. Tilton added that the ***Steger Correct Tree Land*** deal will be done in April.

Fire Chief Nowell Fillion reported on a seminar with ISO. The seminar helped to identify areas in need of improvement. The improvements will further lower the Village's ISO rating.

Chief Fillion's department is purchasing software program to make them completely paperless.

Police Chief Ken Boehm thanked Mayor Peterson for recognizing the hard work of the Police Department. Chief Boehm is in the process of completing his 2016 annual review. Chief Boehm referred to his weekly report.

EMA Chief Tom Johnston had no report.

Assistant Village Administrator/HR Director Mary Jo Seehausen reported on the Community van. Beth Lynn will send information so that Mrs. Seehausen can have it added to insurance. She is preparing packets of information to provide to residents. Reservations will be accepted and the van will be available March 13th. Employee training will be prior to March 13th regarding safety and required paperwork.

Community Center Director Diane Rossi had no report.

Housing and Community Development Director Alice Peterson reported on the February 11th Housing seminar's success.

Village Attorney had no report.

TRUSTEES' REPORTS

Trustee Buxton referred to his financial report. It is attached to the official minutes.

Trustee Skrezyna had no report.

Trustee Lopez had no report.

Trustee Sarek reminded everyone of the Spaghetti Dinner Sunday at the VFW from 12-5pm. Funds to be raised for the *Park of Hope* Project.

Trustee Perchinski has spoken with Joe Nicolazzi of TTS Granite regarding partnering with the Village for welcome to Steger signs. He will build a sign as a sample for review.

Trustee Joyce had no report.

CLERK'S REPORT had no report.

PRESIDENT PETERSON had no report.

BILLS

Trustee Skrezyna made a motion to pay the bills as listed. 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.

CORRESPONDENCE

None

OLD BUSINESS:

None

NEW BUSINESS:

Trustee Perchinski made the motion to adopt ORDINANCE NO. 1141 REGARDING THE LARAWAY COMMUNICATIONS CENTER. Trustee Buxton 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 Lopez made a motion to table ORDINANCE NO. 1142 AMENDING ORDINANCE NO. 1012 RELATING TO THE TABLE OF ORGANIZATION FOR THE POLICE DEPARTMENT OF THE VILLAGE OF STEGER. Trustee Joyce seconded the motion. Voice vote: all ayes. Motion carried.

Trustee Lopez made a motion to table ORDINANCE NO. 1143 ESTABLISHING A COMPENSATION SCHEDULE FOR THE EMPLOYEES AND NON-ELECTED OFFICIALS OF THE VILLAGE OF STEGER EFFECTIVE JANUARY 1, 2017. Trustee Skrezyna seconded the motion. Voice vote: all ayes. Motion carried.

Trustee Perchinski made a motion to approve the request of The friends of the Class of 1988 to use Veterans Park on June 17th for a reunion picnic. The group requests permission to consume alcohol, use of the bathrooms and electricity, a bounce house, DJ and inflatable movie screens at the event. Mr. Tilton clarified that there must be insurance and restricted use of alcohol to those over 21. Trustee Joyce 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 allow Chief Fillion to go out to bid for possible purchase of new ambulance. 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 Joyce made a motion to table the request to add one additional full time laborer to Public Works Department. Trustee Skrezyna seconded the motion. Voice vote: all ayes. Motion carried.

Trustee Joyce made a motion to approve the request of Sue Rubien of Steger Little League to hold Tag Days at 34th Street and Chicago Road on Saturday, March 11th from 12-3 pm. Trustee Skrezyna seconded the motion. Voice vote: all ayes. Motion carried.

Trustee Joyce made a motion to approve The Salvation Army request to conduct its annual Donut Days Campaign on sidewalks and intersections Friday and Saturday June 2nd & 3rd. The Salvation Army also requests permission to conduct its Red Kettle Campaign November 1st through December 23rd, 2017. Trustee Joyce's motion limits the Red Kettle Campaign to November 1st through 23rd and November 27th through December 23rd as Kiwanis collects donations on November 24th – 26th. Trustee Perchinski seconded the motion. Voice vote: all ayes. Motion carried.

Discussion regarding businesses at 3420 Union Ave. Trustee Perchinski made a motion to take no action at this time. Trustee Skrezyna seconded the motion. Voice vote: all ayes. Motion carried. Administrator Tilton will draft a memo.

Trustee Sarek made a motion to approve the request of Steger Storm Football and Cheer to hold Tag Days at the intersection of Chicago Rd. and 34th Street on Saturday and Sundays, March 18 and 19th, April 8th and 9th, May 20th and 21st, and June 10th and 11th from 9am-3pm. Trustee Skrezyna seconded the motion. Trustee reminded the staff that safety vests must be worn and only adults may collect donations in the street. Trustee Skrezyna seconded the motion. Voice vote: all ayes. Motion carried.

Because the date is not available, Trustee Perchinski made the motion to deny Steger Storm Football and Cheer's request to use Veterans Park Saturday, August 5th for the football league Jamboree. Steger Storm has also requested the park rental fees be waived. Trustee Skrezyna seconded the motion. Voice vote was called. All ayes. Motion approved, Request denied.

Trustee Perchinski made a motion to approve the Business license application of the Brown Onion Pub at 11 West 34th Street, pending inspections. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to authorize the Village Attorney to draft an ordinance adding two liquor license to the Village Liquor Ordinance to accommodate new businesses. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to adjourn. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

7:53pm

ADJOURNMENT:

There being no further business to discuss, Trustee Sarek made a motion to adjourn. Trustee Joyce seconded the motion. Voice vote was called; all ayes. Meeting adjourned.

MEETING ADJOURNED AT 8:47pm

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
COM ED	84103 0217	01-00-33102		ELECTRICITY-TRAFF	738.91
COM ED	99093 0217	01-00-33102		ELECTRICITY-TRAFF	4456.41
DELUXE	2039238634	01-00-33400		PRINTING & SUPPLI	384.83
PIONEER OFFICE FORMS INC.	92446	01-00-33400		PRINTING & SUPPLI	348.06
WALTON OFFICE SUPPLY	299223-0	01-00-33500		OFFICE SUPPLIES	43.38
WALTON OFFICE SUPPLY	299293-0	01-00-33500		OFFICE SUPPLIES	208.19
ABSOLUTE BEST CLEANING SERVICES, INC.	12691	01-00-33502		CLEANING SERVICE	657.14
MAIL FINANCE (NEOPOST USA)	N6403200	01-00-33600		POSTAGE METER	607.47
COMCAST	030117	01-00-33700		TELEPHONE	51.68
COMCAST	030117	01-00-33701		CABLE/INTERNET SE	124.90
DEL GALDO LAW GROUP LLC	18946	01-00-34100		LEGAL SERVICES	3815.15
DEL GALDO LAW GROUP LLC	18946	01-00-34100		LEGAL SERVICES	43.75
DEL GALDO LAW GROUP LLC	18951	01-00-34100		LEGAL SERVICES	926.25
GIANOPOLUS, DENNIS G. P.C.	17023	01-00-34100		LEGAL SERVICES	495.00
EUNICE SACHS AND ASSOCIATES	45250	01-00-34102		COURT REPORTER	316.00
EUNICE SACHS AND ASSOCIATES	45251	01-00-34102		COURT REPORTER	808.00
EUNICE SACHS AND ASSOCIATES	45252	01-00-34102		COURT REPORTER	523.00
ALFRED G. RONAN, LTD	JANUARY 2016	01-00-34500		CONSULTING SERVIC	4000.00
LOCIS	38322	01-00-34900		COMPUTER PROGRAMM	40.00
INT'L COUNCIL OF SHOPPING CENTERS	1600639	01-00-38800		MEETING/CONFERENC	50.00
PROSHRED SECURITY	100085995	01-00-38917		REFUSE/SHREDDING	45.00
DYNAMIC WAVE MEDIA	93708	01-00-38950		MISSION STATEMENT	330.00
TOTAL FOR FUND 01		DEPT. 00			19013.12
MUNICIPAL COLLECTION SERVICES	009523	01-06-34901		C-TICKET EXPENSES	48.00
MUNICIPAL COLLECTION SERVICES	009524	01-06-34901		C-TICKET EXPENSES	147.65
TOTAL FOR FUND 01		DEPT. 06			195.65

DATE: 03/02/17

Thursday March 2, 2017

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
DEL GALDO LAW GROUP LLC 18946		01-08-34100		LEGAL SERVICES	612.50
GIANOPOLUS, DENNIS G. P.C. 17023		01-08-34100		LEGAL SERVICES	4131.86
ROBINSON ENGINEERING 17010416		01-08-34500		CONSULTING SERVIC	7090.00
TOTAL FOR FUND 01		DEPT. 08			11834.36
ILCMA 81972		01-09-38800		MEETING/CONFERENC	55.00
GLENN SHEPARD SEMINARS, INC. 2017289		01-09-38901		DUES & SUBSCRIPTI	39.97
PETTY CASH 103116		01-09-38901		DUES & SUBSCRIPTI	39.97
TOTAL FOR FUND 01		DEPT. 09			134.94
TOTAL FOR FUND 01				31178.07	
EQUIPMENT MANAGEMENT COMPANY 50292		02-00-31800		MAINT-TOOLS & WOR	50.00
US FIRECOM 3004634		02-00-31801		MAINT-RADIOS	216.25
MONARCH AUTO SUPPLY INC 6981-376102		02-00-31805		MAINT-VEHICLES	9.09
MONARCH AUTO SUPPLY INC 6981-376114		02-00-31805		CREDIT REFUND	9.09-
MONARCH AUTO SUPPLY INC 6981-376115		02-00-31805		MAINT-VEHICLES	6.99
MONARCH AUTO SUPPLY INC 6981-376808		02-00-31805		MAINT-VEHICLES	26.99
STONY TIRE INCORPORATED 1-124240		02-00-31805		MAINT-VEHICLES	145.36
HERITAGE F/S, INC. 71077		02-00-33300		GASOLINE & OIL	344.84
HERITAGE F/S, INC. 71078		02-00-33300		GASOLINE & OIL	215.34
METRO PARAMEDIC SERVICES INC. 020-00459		02-00-34250		AMBULANCE SERVICE	20597.51
MUNICIPAL EMERGENCY SERVICES DEPOSITORY IN1106628		02-00-37800		NEW-TOOLS & WORK	612.74
MUNICIPAL EMERGENCY SERVICES DEPOSITORY IN1107746		02-00-37805		NEW-PERSONAL EQUI	386.50
ISFSI 2-01-31-17		02-00-38400		EMPLOYEE TRAINING	300.00
ILCMA 81972		02-00-38800		MEETING/CONFERENC	110.00
TOTAL FOR FUND 02		DEPT. 00			23012.52

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
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TOTAL FOR FUND 02 23012.52

DAVIS, JERMAINE	22962	03-30-29200		RENTAL INCOME-COM	150.00	
EXCEL ELECTRIC INC	120718	03-30-31100		MAINT-BUILDING	360.00	
ABSOLUTE BEST CLEANING SERVICES, INC.	12691	03-30-33502		CLEANING SERVICE	985.72	
GOODMAN, KELLY	FEBRUARY 2017	03-30-33504.01		INSTRUCTOR-AEROBI	120.00	
PEDERSOLI, JODI	FEBRUARY 2017	03-30-33504.01		INSTRUCTOR-AEROBI	240.00	
A T & T	708 754-3690 26	03-30-33700		TELEPHONE	17.14	
COMCAST	030117	03-30-33701		CABLE/INTERNET SE	1.83	
KONICA MINOLTA BUSINESS SOLUTIONS	9003231637	03-30-33703		MAINTENANCE CONTR	27.50	
UNIFIRST CORPORATION	062 0222853	03-30-33703		MAINTENANCE CONTR	61.15	
TYCO INTEGRATED SECURITY	28058159	03-30-33704		SECURITY SYSTEM	185.39	

TOTAL FOR FUND 03 DEPT. 30 2148.73

ELMER & SON LOCKSMITHS INC	344811	03-31-31300		MAINT-PARKS/PLAYG	28.00	
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TOTAL FOR FUND 03 DEPT. 31 28.00

TOTAL FOR FUND 03 2176.73

HERITAGE F/S, INC.	71077	04-00-33300		GASOLINE & OIL	821.07	
MW LEASING COMPANY LLC	L110474	04-00-33500		OFFICE SUPPLIES	586.67	
WALTON OFFICE SUPPLY	299224-0	04-00-33500		OFFICE SUPPLIES	44.80	
ABSOLUTE BEST CLEANING SERVICES, INC.	12691	04-00-33502		CLEANING SERVICE	657.14	
A T & T	754-3593 619 4	04-00-33700		TELEPHONE/CELL/AI	98.06	
COMCAST	022017	04-00-33700		TELEPHONE/CELL/AI	136.69	
IL DEPT OF INNOVATION AND TCHNOLOGY	T8889388	04-00-33700		TELEPHONE/CELL/AI	5.00	
COMCAST	022017	04-00-33701		CABLE/INTERNET	134.90	
MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI	27806123016	04-00-33702		RADIO SERVICE/STA	1386.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	2017107	04-00-34104		COMPUTER IT	315.00	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COUNTY LINE PET HOSPITAL, P.C	127379	04-00-34600		IMPOUNDING FEES	750.00
RAY O'HERRON CO INC	1710453-IN	04-00-37302		VEST CARRIER	214.98
CDW GOVERNMENT INC	GVF8157	04-00-37902		NEW-COMPUTER HARD	92.03
MARLIN BUSINESS BANK	1425250	04-00-37902		NEW-COMPUTER HARD	1034.42
COLLEGE OF DUPAGE	7799	04-00-38700		POLICE TRAINING	150.00
BOEHM, KEN	020217	04-00-38800		MEETING/CONFERENC	130.00
PATRICK ROSSI	022817	04-00-38840		TRAVEL/MEALS REIM	208.83
PROSHRED SECURITY	100085633	04-00-38917		RECORD DISPOSAL	45.00
TOTAL FOR FUND 04		DEPT. 00			6810.59
TOTAL FOR FUND 04				6810.59	
THORN CREEK BASIN SANITARY DISTRICT	FEBRUARY 2017	06-00-15800		A/P-THORN CREEK S	35047.75
REPUBLIC SERVICES #721	0721-005386997	06-00-15900		GARBAGE	53466.70
GALLAGHER MATERIALS CORP	641804MB	06-00-31204		MAINT-PATCHING (R	346.56
GALLAGHER MATERIALS CORP	641844MB	06-00-31204		MAINT-PATCHING (R	571.14
CRETE LUMBER & SUPPLY CO	D12533	06-00-31212		MAINT-STORM SEWER	302.11
M&J UNDERGROUND, INC	M17-0028	06-00-31504.01		MAINT-MAINS OUTSI	648.00
M&J UNDERGROUND, INC	M17-0029	06-00-31504.01		MAINT-MAINS OUTSI	14139.61
M&J UNDERGROUND, INC	M17-0030	06-00-31504.01		MAINT-MAINS OUTSI	1700.00
DICICCO CONCRETE PRODUCTS, INC	505769	06-00-31506		MAINT-SEWERS	586.18
COMED	52003 0217	06-00-33100		ELECTRIC	32.51
COMED	76056 0217	06-00-33100		ELECTRIC	882.85
COMED	67036 0217	06-00-33101		ELECTRIC-WATER PU	1211.56
HERITAGE F/S, INC.	71077	06-00-33300		GASOLINE & OIL	135.84
HERITAGE F/S, INC.	71078	06-00-33300		GASOLINE & OIL	119.58
PIONEER OFFICE FORMS INC.	92305	06-00-33400		PRINTING & SUPPLI	52.26
PIONEER OFFICE FORMS INC.	92312	06-00-33400		PRINTING & SUPPLI	310.80
PIONEER OFFICE FORMS INC.	92446	06-00-33400		PRINTING & SUPPLI	348.05

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
CRETE LUMBER & SUPPLY CO B116761		06-00-33501		SHOP SUPPLIES	89.80	
FASTENAL COMPANY ILSTE137024		06-00-33501		SHOP SUPPLIES	30.92	
UNIFIRST CORPORATION 062 0222987		06-00-33800		UNIFORM SERVICE	19.38	
UNIFIRST CORPORATION 062 0223088		06-00-33800		UNIFORM SERVICE	42.88	
UNIFIRST CORPORATION 062 0224259		06-00-33800		UNIFORM SERVICE	46.00	
SUBURBAN LABORATORIES INC 142678		06-00-34800		WATER TESTING FEE	190.00	
EJ USA INC. 110170010040		06-00-37505		NEW-HYDRANTS	5774.00	
WATER RESOURCES INC 31199		06-00-37507		NEW-METERS	7233.05	
TOTAL FOR FUND 06		DEPT. 00			123327.53	
TOTAL FOR FUND 06					123327.53	
IROQUOIS PAVING CORPORATION 1604704-1 BAL		07-00-31200		MAINT-STREETS/IMP	129999.79	
TAPCO SAFE TRAVELS I554716		07-00-31210		MAINT-SIGNS	62.11	
JAMES HERR & SONS 102078		07-00-31805		MAINT-VEHICLES	1497.54	
HERITAGE F/S, INC. 71077		07-00-33300		GASOLINE & OIL	135.84	
HERITAGE F/S, INC. 71078		07-00-33300		GASOLINE & OIL	119.58	
ELMER & SON LOCKSMITHS INC 343711		07-00-33501		SHOP SUPPLIES	66.00	
ELMER & SON LOCKSMITHS INC 345043		07-00-33501		SHOP SUPPLIES	55.00	
ELMER & SON LOCKSMITHS INC 345055		07-00-33501		SHOP SUPPLIES	223.20	
SOUTH HOLLAND PAPER CO. 366550		07-00-33501		SHOP SUPPLIES	172.97	
UNIFIRST CORPORATION 062 0222987		07-00-33800		UNIFORM SERVICE	19.38	
UNIFIRST CORPORATION 062 0223088		07-00-33800		UNIFORM SERVICE	42.88	
UNIFIRST CORPORATION 062 0224259		07-00-33800		UNIFORM SERVICE	46.00	
SCOT DECAL COMPANY, INC 26037		07-00-33909		PRINTING-VEHICLE	540.00	
TOTAL FOR FUND 07		DEPT. 00			132980.29	
TOTAL FOR FUND 07					132980.29	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
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ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB00000017264	15-00-36100		CASUALTY	25454.38
ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB00000017487	15-00-36200		WORKMAN'S COMPENS	22195.00
VISION SERVICE PLAN (IL)	MARCH 2017	15-00-36901		HEALTH INSURANCE	600.44
HUMANA DENTAL	181933470	15-00-36903		DENTAL INSURANCE	2723.84

TOTAL FOR FUND 15		DEPT. 00			50973.66
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TOTAL FOR FUND 15				50973.66	
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MENARDS - MATTESON	36832	16-00-31800		MAINT-TOOLS & WOR	799.00
HERITAGE F/S, INC.	71077	16-00-33300		GASOLINE & OIL	159.84
TYCO INTEGRATED SECURITY	27886615	16-00-33704		SECURITY SYSTEM	175.73
MENARDS - MATTESON	38070	16-00-37800		NEW-TOOLS & WORK	59.98

TOTAL FOR FUND 16		DEPT. 00			1194.55
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TOTAL FOR FUND 16				1194.55	
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** TOTAL CHECKS TO BE ISSUED				371653.94	
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01	CORPORATE			31178.07	
02	FIRE PROTECTION			23012.52	
03	PLAYGROUND/RECREATION			2176.73	
04	POLICE PROTECTION			6810.59	
06	WATER/SEWER FUND			123327.53	
07	ROAD & BRIDGE			132980.29	
15	LIABILITY INSURANCE FUND			50973.66	
16	H.S.E.M.			1194.55	

TOTAL FOR REGULAR CHECKS:				371,653.94	
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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
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PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	
AMAZON.COM	461	02/13/17	D556	
021317	01-00-37800	NEW-TOOLS & WORK		14.99
SCREMENTI'S RESTAURANTS	459	02/09/17	D554	
30001	01-00-38800	MEETING/CONFERENC		55.13
OLD PLANK TRAIL COMMUNITY B474		02/28/17	EFT227	
2434#25	01-00-40000	DEBT SERVICE EXPE		575.22
2434#25	01-00-41000	DEBT SERVICE EXPE		36.99
TOTAL FOR FUND 01	DEPT. 00			682.33
TOTAL FOR FUND 01				682.33
BATTERY SHIP INC	464	02/16/17	D560	
225596	02-00-31804	MAINT-AMBULANCE E		247.55
AMAZON.COM	462	02/13/17	D557	
4451418	02-00-33501	SHOP SUPPLIES		177.06
COMCAST BUSINESS	467	02/21/17	EFT220	
022117	02-00-33700	TELEPHONE/CELL/AI		515.62
MICROSOFT STORE	463	02/13/17	D559	
35033763530878	02-00-38901	DUES & SUBSCRIPTI		106.24
OLD PLANK TRAIL COMMUNITY B475		02/28/17	EFT228	
2428#25	02-00-40000	DEBT SERVICE EXPE		1213.25
2428#25	02-00-41000	DEBT SERVICE EXPE		78.13
TOTAL FOR FUND 02	DEPT. 00			2337.85
TOTAL FOR FUND 02				2337.85
COMCAST BUSINESS	467	02/21/17	EFT220	
022117	03-30-33700	TELEPHONE		199.62
TOTAL FOR FUND 03	DEPT. 30			199.62
AMAZON.COM	465	02/21/17	D561	
022117	03-31-31300	MAINT-PARKS/PLAYG		168.09
TOTAL FOR FUND 03	DEPT. 31			168.09
RYAN ANDRADE	478	03/03/17	4704	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		180.00
BAKER, COREY	478	03/03/17	4701	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		140.00
PLAZCKOWSKI, DAVE	478	03/03/17	4700	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		140.00
RYAN HUGHES	478	03/03/17	4705	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		100.00
MARCUS ISOM	478	03/03/17	4702	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		100.00
JOHN LUSTIC	478	03/03/17	4691	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		60.00
ZACH MILSAP	478	03/03/17	4693	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		50.00
MIKE RIGGINS	478	03/03/17	4707	
2ND PAY	03-51-33200	OFFICIALS-BASKETB		60.00

NATE HINZ		478		03/03/17	4699	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	160.00
EQUAN REID		478		03/03/17	4703	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	280.00
MICHAEL SCHULTZ		478		03/03/17	4694	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	30.00
ELBERT SHAW		478		03/03/17	4697	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	45.00
SOBCZYNSKI, TOMMY		478		03/03/17	4692	
	2ND PAY		03-51-33200		SK OFFICIALS-BASK	30.00
	2ND PAY		03-51-33200		REFOFFICIALS-BASK	100.00
STEWART II, GERALD		478		03/03/17	4698	
	2ND PAY		03-51-33200		SK OFFICIALS-BASK	40.00
	2ND PAY		03-51-33200		REFOFFICIALS-BASK	20.00
CALEB WARNER		478		03/03/17	4706	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	60.00
BRIAN WASHINGTON		478		03/03/17	4695	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	15.00
AUSTIN WILSON		478		03/03/17	4696	
	2ND PAY		03-51-33200		OFFICIALS-BASKETB	50.00

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	
TOTAL FOR FUND 03	DEPT. 51			1660.00
MIKES SPORTING GOODS	478	03/03/17	4689	
AAF008982	03-56-37307	NEW-EQUIPMENT-SOF		137.45
TOTAL FOR FUND 03	DEPT. 56			137.45
HILDA CORONEL	478	03/03/17	4690	
030217	03-57-25200	REGISTRATION FEE-		35.00
TOTAL FOR FUND 03	DEPT. 57			35.00
TOTAL FOR FUND 03				2200.16
COMCAST BUSINESS	467	02/21/17	EFT220	
022117	04-00-33700	TELEPHONE/CELL/AI		451.80
OLD PLANK TRAIL COMMUNITY	B471	02/07/17	EFT224	
2183#35	04-00-40000	DEBT SERVICE EXPE		1195.82
OLD PLANK TRAIL COMMUNITY	B473	02/20/17	EFT226	
2358#28	04-00-40000	DEBT SERVICE EXPE		624.53
OLD PLANK TRAIL COMMUNITY	B476	02/28/17	EFT229	
2549#19	04-00-40000	DEBT SERVICE EXPE		1337.56
OLD PLANK TRAIL COMMUNITY	B470	02/06/17	EFT223	
2816#7	04-00-40000	DEBT SERVICE EXPE		657.82
OLD PLANK TRAIL COMMUNITY	B472	02/20/17	EFT225	
2915#4	04-00-40000	DEBT SERVICE EXPF		1086.81
OLD PLANK TRAIL COMMUNITY	B471	02/07/17	EFT224	
2183#35	04-00-41000	DEBT SERVICE EXPE		49.23
OLD PLANK TRAIL COMMUNITY	B473	02/20/17	EFT226	
2358#28	04-00-41000	DEBT SERVICE EXPE		38.97
OLD PLANK TRAIL COMMUNITY	B476	02/28/17	EFT229	
2549#19	04-00-41000	DEBT SERVICE EXPE		88.29
OLD PLANK TRAIL COMMUNITY	B470	02/06/17	EFT223	
2816#7	04-00-41000	DEBT SERVICE EXPE		79.36
OLD PLANK TRAIL COMMUNITY	B472	02/20/17	EFT225	
2915#4	04-00-41000	DEBT SERVICE EXPE		141.08
TOTAL FOR FUND 04	DEPT. 00			5751.27

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A/P MANUAL CHECK POSTING LIST

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

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

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TOTAL FOR FUND 04

5751.27

POSTMASTER	477	02/28/17	D563	
006089	06-00-33600		POSTAGE	536.81
COMCAST BUSINESS	467	02/21/17	EFT220	
022117	06-00-33700		TELEPHONE	197.93
ILLINOIS SECTION A.W.W.A.	458	02/07/17	D553	
020717	06-00-38400		EMPLOYEE TRAINING	260.00
ILLINOIS SECTION A.W.W.A.	460	02/09/17	D555	
200027381	06-00-38901		DUES & SUBSCRIPTT	83.00
OLD PLANK TRAIL COMMUNITY	B468	02/02/17	EFT221	
2550#17	06-00-40000		DEBT SERVICE EXPE	743.54
2550#17	06-00-41000		DEBT SERVICE EXPE	58.51

TOTAL FOR FUND 06

DEPT. 00

1879.79

TOTAL FOR FUND 06

1879.79

OLD PLANK TRAIL COMMUNITY	B469	02/02/17	EFT222	
2444#24	07-00-40000		DEBT SERVICE EXPE	788.24
2444#24	07-00-41000		DEBT SERVICE EXPE	58.91

TOTAL FOR FUND 07

DEPT. 00

847.15

TOTAL FOR FUND 07

847.15

COMCAST BUSINESS	467	02/21/17	EFT220	
022117	16-00-33700		TELEPHONE	119.44
HANOVER TOWNSHIP - TOWN	HAL466	02/23/17	D562	
65012364	16-00-38400		EMPLOYEE TRAINING	214.47

TOTAL FOR FUND 16

DEPT. 00

333.91

SYS DATE:03/02/17

Village of Steger

SYS TIME:16:34

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

[NW2]

DATE: 03/02/17

Thursday March 2, 2017

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

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

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TOTAL FOR FUND 16			333.91	
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** TOTAL MANUAL CHECKS LISTED 14032.46

** TOTAL OF ALL LISTED CHECKS 385686.40



VILLAGE of CRETE

EMERGENCY MANAGEMENT AGENCY

524 WEST EXCHANGE STREET • P.O. BOX 337 • CRETE, ILLINOIS 60417

(708) 672-1438 • FAX: (708) 672-1436

www.villageofcrete.org/ema

VILLAGE PRESIDENT
MICHAEL S. EINHORN

VILLAGE CLERK
DEBORAH S. BACHERT

COORDINATOR
MARTY BRACCIO

March 2nd, 2017

Honorable Kenneth A. Peterson, Jr.
President, Village of Steger Illinois
3320 Lewis Avenue
Steger, IL 60475

Dear President Peterson,

I wanted to send you our sincere thank you for the beautiful office furniture that was given to us for our new (soon to be built) Emergency Management Facility here in Crete. These desks, file cabinets, and related office furniture, will be a great addition to our facility, and allow us to use funds that would have been spent on purchasing new office furniture, to be used instead to finish and enhance other areas of our facility.

Very special thanks go out to Village Administrator Mike Tilton for reaching out to us with this great offer, and Director of Infrastructure Dave Toepper and his staff for all of their help getting the equipment ready and helping us pack and load it all up for transporting.

Please pass on our sincere gratitude to all involved, and please don't hesitate to contact me directly if there is every anything I, my team, or The Village of Crete can do to help The Village of Steger.

Thanks you once again!

Sincerely,

Marty Braccio,
Coordinator

BOARD OF TRUSTEES:

STEVEN BEAUDOIN DEAN GAFFNEY DORIS HARMON-WARREN STEPHEN E. JOHNSON HOLLY MILBURN MARK WIATER

ORDINANCE NO. 1142

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

AN ORDINANCE
AMENDING ORDINANCE NO. 1012
RELATING TO THE TABLE OF ORGANIZATION
FOR THE POLICE DEPARTMENT OF THE VILLAGE OF STEGER

WHEREAS, Ordinance No. 1012 was adopted June 20, 2011, to establish Table Organization for the Steger Police Department; and,

WHEREAS, certain events have occurred since that time, requiring a change in the structure of the Department.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Steger, Counties of Cook and Will, and State of Illinois that Ordinance No. 1012 is amended so that the Table of Organization shall read as follows:

Table of Organization of the Village of Steger Police Department

Chief of Police	1
Deputy Chief	1
Sergeants	3
Patrolmen	12

ORDINANCE NO. 1142

THAT THIS ORDINANCE shall be in full force and effect upon its passage, approval and publication made and provided by law.

PASSED this 6th day March, 2017.

Kenneth A. Peterson, Jr., Village President

APPROVED this 6th day March, 2017.

Carmen S. Recupito, Jr., Village Clerk

ROLL CALL:

Those voting yes:

Those voting no:

Those absent:

PUBLISHED IN PAMPHLET FORM March 6, 2017.

ORDINANCE NO. 1143

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

AN ORDINANCE ESTABLISHING A COMPENSATION SCHEDULE FOR THE EMPLOYEES AND NON-ELECTED OFFICIALS OF THE VILLAGE OF STEGER EFFECTIVE JANUARY 1, 2017.

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

WHEREAS, the Village President (the "President") and Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") are committed to adopting employment policies necessary to ensure the efficient operation of the Village; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have reviewed the current compensation of Village employees and non-elected officials and, based upon the recommendations of the Village's respective department heads, have determined that certain adjustments are necessary in order for the Village to maintain its ability to attract and retain qualified personnel to provide governmental services; and

WHEREAS, the revised compensation schedule of Village employees and non-elected officials, a copy of which is attached hereto and incorporated herein as Exhibit A, shall be effective as of January 1, 2017; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to implement the foregoing change;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2: Purpose.

The purpose of this Ordinance is to adopt a revised compensation schedule for Village employees and non-elected officials effective January 1, 2017 to ensure that the Village remains able to attract and retain qualified personnel to provide governmental services.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Corporate Authorities hereby authorize and approve the revisions to the compensation schedule for Village employees and non-elected officials in accordance with Exhibit A. The Village Board further authorizes and directs the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and

effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms required in connection herewith. This Ordinance shall not affect the compensation of any employee whose terms and conditions of employment with the Village are governed by a collective bargaining agreement.

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

SECTION: 4 Headings.

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

SECTION: 5 Severability.

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

SECTION: 6 Superseder.

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

SECTION: 7 Publication.

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

SECTION: 8 Effective Date.

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

PASSED this 6th day of March, 2017.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

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

EXHIBIT A

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to amend Chapter 34, Section 34-66 of the Municipal Code Of Steger, Illinois (the "Village Code") in connection with adopting a certain fire code for the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2.0: Purpose.

The purpose of this Ordinance is to amend Chapter 34, Section 34-66 of the Village Code in connection with adopting a certain fire code for the Village.

**ARTICLE II.
AUTHORIZATION;
AMENDMENT OF CHAPTER 34, SECTION 34-66 OF THE MUNICIPAL CODE OF
STEGER, ILLINOIS**

SECTION 3.0: Amendment of Chapter 34, Section 34-66.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 34, Section 34-66 as follows,

- (a) There is hereby adopted, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that a certain code known as the ~~BOCA National Fire Prevention Code~~ NFPA Life Safety Code and International Fire Code,

being particularly the ~~1996~~ 2012 edition thereof and the whole thereof, save and except such portions as are by other sections of this chapter deleted, modified, or amended, of which code not less than three copies have been on file for a period of 15 days prior to the adoption of this chapter and are filed in the office of the village clerk. The same are hereby adopted and incorporated as fully as if set out at length in this division, and the provisions thereof shall be controlling within the limits of the village.

- ~~(b) The following sections of the code are hereby revised:~~
- ~~(1) Section F-101.1, insert the Village of Steger.~~
 - ~~(2) Section F-107.2.3 and Table F-107.2.3, delete the text and the table and add the following:
See the Steger permit fee schedule and the Building Official for all Fire Prevention Code required permits.~~

SECTION 3.1: Other Actions Authorized.

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

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

SECTION 4.0: Headings.

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

SECTION 5.0: Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law,

statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

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

SECTION 8.0: Effective Date.

This Ordinance shall be effective and in full force ten (10) days after its passage, approval and publication in accordance with law.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Ordinance No. 1144

PASSED this 6th day of March, 2017.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

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

ORDINANCE NO. 1145

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

AN ORDINANCE AMENDING CHAPTER 6, SECTION 6-76 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING LIQUOR LICENSES FOR THE VILLAGE OF STEGER, ILLINOIS.

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

WHEREAS, Section 4-1 of the Liquor Control Act of 1934 (235 ILCS 5/4-1, *et seq.*) (the "Act") provides that in every city, village or incorporated town, the city council or president and board of trustees shall have the power by general ordinance or resolution to establish regulations and restrictions upon the issuance and operations under local licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, to support local businesses and to provide neighborhood venues for social gatherings, the President and Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to increase the number of certain available liquor licenses as set forth in the Municipal Code of Steger, Illinois (the "Village Code"); and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 6, Section 6-76 of the Village Code as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

SECTION 2.0: Purpose.

The purpose of this Ordinance is to amend Chapter 6, Section 6-76 of the Village Code to increase the number of certain available liquor licenses as set forth in the Village Code.

**ARTICLE II.
AUTHORIZATION;
AMENDMENT TO CHAPTER 6, SECTION 6-76 OF
THE MUNICIPAL CODE OF STEGER, ILLINOIS**

SECTION 3.0: Amendment to Chapter 6, SECTION 6-76.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 6, Section 6-76 as follows:

Sec. 6-76. - Limitation on licenses.

The total or aggregate number of liquor licenses to be issued by the village regardless of classification shall not exceed 202 in number. For each classification of liquor licenses, the following limits are hereby established:

A-1	1
A-3	2
A-4	<u>4-6</u>
A-6	1
B-1	2
C	8
D-2	2

SECTION 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance. This Ordinance is a declaration of existing law and policy of the Village.

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

SECTION 4.0: Headings.

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

SECTION 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

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

SECTION 8.0: Effective Date.

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

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Ordinance No. 1145

PASSED this 6th day of March, 2017.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

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

WHEREAS, the Mayor and the Village Board of Trustees (collectively, the “Corporate Authorities”) desire to promote industrial and commercial development within the Village; and

WHEREAS, the Classification Ordinance allows for a classification known as a Class 8 (“Class 8 Designation”) for property that is used primarily for industrial and commercial purposes, is considered abandoned or is substantially rehabilitated and that is located within certain designated areas; and

WHEREAS, a Class 8 Designation is also conditioned upon certain findings and approvals of the municipality governing said property; and

WHEREAS, a Class 8 Designation results in a substantial reduction of the real estate taxes levied against such commercial or industrial property by reducing the assessment level for the property; and

WHEREAS, Lamastus Development Inc. (“Lamastus”) owns the real property located at 11 and 13 West Steger Road, Steger, Illinois with the following property index numbers: 32-32-429-025-0000 and 32-32-429-015-0000 (the “Subject Property”); and

WHEREAS, the Village and Lamastus, or its nominee will enter into a Redevelopment Agreement (the “Agreement”) that would include the redevelopment of the Subject Property (“Redevelopment Project”); and

WHEREAS, Lamastus, contingent upon execution of the Agreement, will seek a Class 8 Designation for the Subject Property; and

WHEREAS, the Redevelopment Project will not be economically feasible unless the Subject Property receives a Class 8 Designation; and

WHEREAS, the Subject Property has been vacant and unused for at least twenty-four (24) continuous months prior to the purchase for value, or substantial rehabilitation of the same, and is abandoned property pursuant to the Classification Ordinance; and

WHEREAS, special circumstances justify finding that the property is abandoned for purpose of a Class 8 Designation; and

WHEREAS, the Redevelopment Project will further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, Lamastus has proven to the Village that the incentive that would be provided by a Class 8 Designation is necessary to successfully complete the Redevelopment Project; and

WHEREAS, the Corporate Authorities have hereby determined that without the incentive provided by a Class 8 Designation, the Redevelopment Project would not be economically feasible, a Class 8 Designation is necessary for the Redevelopment Project to occur and the commercial use of the Subject Property is, or will be, necessary and beneficial to the Village's economy; and

WHEREAS, the Corporate Authorities have further determined that the Redevelopment Project is consistent with the overall plan for rehabilitation of the Village; and

WHEREAS, the Corporate Authorities have determined that the Redevelopment Project is in the best interests of the Village as it will, among other

things, further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, based on the foregoing, if the Agreement is entered into, the Corporate Authorities hereby approve of, support and consent to an application for a Class 8 Designation for the Subject Property being submitted to and approved by the Cook County Assessor; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Steger, Counties of Cook and Will and State of Illinois as follows:

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Corporate Authorities hereby find that the Redevelopment Project is consistent with the overall plan for rehabilitation of the Village. The Corporate Authorities recognize that the incentive benefits provided by the Class 8 Designation are necessary to carry out the Redevelopment Project and, contingent upon the execution of the Agreement, the Corporate Authorities hereby support, approve of and consent to a Class 8 Designation for the Subject Property. The Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any and all such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance.

Contingent upon the execution of the Agreement, the Corporate Authorities further consent to the filing of an application for State of Illinois Enterprise Zone Benefits with respect to the Subject Property and direct the Enterprise Zone Administrator accordingly. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the intent of this Ordinance. The foregoing support, approval and consent of the Village with respect to a Class 8 Designation and the application for Enterprise Zone Benefits are fully contingent upon the execution of the Agreement, and absent such execution, this Ordinance shall have no force or effect.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Resolution are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible.

SECTION 4: The Village's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the Village to effectuate the intent of this Ordinance.

SECTION 5: All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

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

SECTION 7: This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

[SIGNATURE PAGE TO FOLLOW]

Ordinance No. 1146

PASSED this 6th day March, 2017.

Kenneth A. Peterson, Jr., Village President

APPROVED this 6th day March, 2017.

Carmen S. Recupito, Jr., Village Clerk

ROLL CALL:

Those voting yes:

Those voting no:

Those absent:

PUBLISHED IN PAMPHLET FORM MARCH 6, 2017.

Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have reviewed the Document and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Village; and

WHEREAS, to ensure that the Village operates in an efficient and economical manner, it is necessary for the Village and Village employees to have adequate space, functional equipment and personal property; and

WHEREAS, the Village intends to dispose of the Personal Property in a fair, secure and reasonable manner; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business, the effective administration of government and in the best interests of the Village and its residents to authorize the Village Administrator or his or her designee to sell the Personal Property on such terms as the Village Administrator determines to be in the best interests of the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and

do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2.0: Purpose.

The purpose of this Ordinance is to authorize the Village Administrator or his or her designee to sell the Personal Property to help ensure that the Village and Village employees have adequate space, functional equipment and personal property and to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.0: Authorization.

That the Village Board hereby authorizes and directs the Village Administrator or his or her designee to sell the Personal Property on such terms as the Village Administrator determines to be in the best interests of the Village and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

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

SECTION 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive

part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

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

SECTION 8.0: Effective Date.

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

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Ordinance No. 1147

PASSED this 6th day of March, 2017.

Carmen Recupito, Jr., Village Clerk

APPROVED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

Vehicles:

2008 Ford Explorer, Mileage: 108167.1, VIN#: 1FMEU73E98UB11270
2004 Chrysler Concord, Mileage: 80647, VIN#: 2C3HD46R44H681614

Kenwood Radios:

4- TK-350
7- TK-360
6- TK-3160
7- TK-3302U

Kenwood Chargers:

14- KSC-30
9- KSC-35
5- KSC-15
2- KSC-14
2- KSB-14 bank mount with 8 chargers

Motorola Radios:

6- PR 860

Bank Chargers:

1- NL7966-A Motorola Impress bank charger
1- Wpln4198a bank charger

RESOLUTION NO. 1103

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

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF STEGER AND DLA ARCHITECTS, LTD. TO
PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.**

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

WHEREAS, the President and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have and do hereby determine that it is necessary, advisable and in the best interests of the Village and its residents to undertake construction of a new Village Police Department building (the "Project"); and

WHEREAS, in connection with the foregoing, the Village recognizes the need for a third party to provide planning, design and construction management services for the Project (the "Services"); and

WHEREAS, DLA Architects, Ltd. ("DLA") has agreed to provide the Services to the Village; and

WHEREAS, there exists an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which DLA will perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain DLA to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby DLA will provide the Services to the Village and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

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

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

SECTION 4: Headings.

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

SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

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Resolution No. 1103

PASSED this 6th day of March, 2017.

Carmen S. Recupito, Jr., Village Clerk

PASSED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

DRAFT AIA® Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [] day of [] in the year []
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Village of Steger»
«3320 Lewis Ave.
Steger, IL 60475»
« »
« »

and the Architect:
(Name, legal status, address and other information)

«DLA Architects, Ltd.»
«Two Pierce Place
Suite 1300
Itasca, IL 60143»
«Telephone Number: 847-742-4063»
«Fax Number: 847-742-9734»

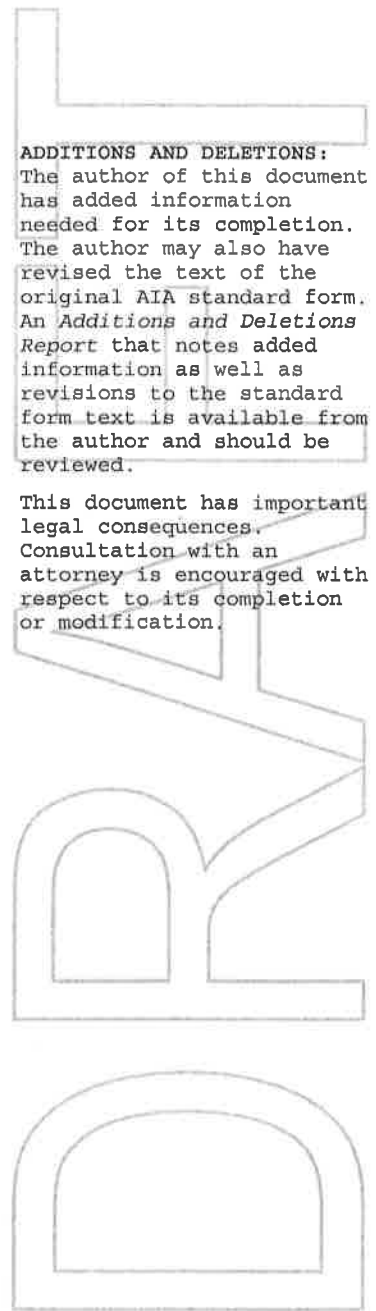
for the following Project:
(Name, location and detailed description)

«Village of Steger»
« »
«This Agreement is a Master Agreement and shall be the agreement for all projects authorized by Owner. Specific projects under this Master Agreement shall be authorized in writing by the Owner by a Memorandum of Understanding (hereafter "MOU"), which MOU shall be attached hereto as Exhibit A and made a part of this Master Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent MOU's, each of which shall be attached to this Master Agreement as Exhibit A for the Project authorized.»

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information: Exhibit A., the MOU for a specific project authorized pursuant to this Master Agreement and is attached hereto and incorporated herein for each project authorized by Owner under this Master Agreement.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

«The Memorandum of Understanding (hereinafter "MOU") for a Project authorized pursuant to this Master Agreement shall contain all Project specific requirements, such as Scope of Services, Project Schedule, Project Budget, Site Observation requirements, Compensation and other project specific terms which may supplement, supersede or modify the Master Agreement. To the extent of any inconsistency, conflict or discrepancy between the Master Agreement and the MOU, Exhibit A, the MOU shall control. Project as used herein shall mean the Project authorized by the MOU, Exhibit A.»

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

«As identified in the Memorandum of Understanding for the Project»

- .2 Substantial Completion date:

«As identified in the Memorandum of Understanding for the Project»

§ 1.3 The Owner and Architect may rely on the ~~Initial Information.~~ Information set forth in the MOU, Exhibit A, for the Project. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this ~~Agreement.~~ Agreement and in the MOU, Exhibit A, for the Project. ~~In the event of an inconsistency or conflict between this Agreement and Exhibit A, Exhibit A shall govern for the Project~~

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«1,000,000.00 per occurrence and in the aggregate»

.2 Automobile Liability

«1,000,000.00 per occurrence or CSL»

.3 Workers' Compensation - Statutory Limits

« Employers Liability: 500,000.00 Each Accident
500,000.00 Disease - EA Employee
500,000.00 Disease - Policy Limit»

.4 Professional Liability

«1,000,000.00 Each Claim/Annual Aggregate»

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and ~~include the MOU, Exhibit A, for the Project and shall include, if so provided in Exhibit A, usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 the MOU, Exhibit A are Additional Services.~~

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, ~~meetings reasonably requested by Owner,~~ communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and a reasonable time for approval of submissions by authorities having jurisdiction over the Project. The Owner shall render decisions in a timely manner so as not to impact the approved schedule. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's ~~directive-directive, design change,~~ or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design ~~approaches-approaches for major systems only.~~ The Architect shall reach an understanding with the Owner regarding the requirements of the ~~Project-Project~~

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for job site safety, including but not limited to, safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. ~~Payment or sixty (60) days after Substantial Completion, whichever occurs first.~~

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, ~~as set forth in the MOU, Exhibit A,~~ to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the

authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect administratively shall receive from the Contractor mechanic's lien waivers and the Contractor's sworn statements listing subcontractors and material suppliers before issuing payment certificates, and if such waivers or sworn statements cannot be obtained, then the Architect's Certificate shall be conditional upon receipt of such waivers.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Any change order or series of change orders resulting in an increase in the contract sum of \$10,000.00 or more, or an increase in the contract time of 30 days or more must be approved in writing by Owner in order to be binding upon Owner, and then only if one of the following criteria is satisfied: Owner determines that the circumstances requiring the change a) were not reasonably foreseeable at the time the Contract was signed; b) are germane to the original contract as signed; or c) are in the best interest of the Owner and are authorized by law.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work observed by the Architect complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building Information Modeling (B202™-2008) information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™-2008) project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2012)(B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

«See MOU, Exhibit A, for the Project for authorized Additional Services.»

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~()~~ ~~See MOU Exhibit A for number of~~ visits to the site by the Architect over the duration of the Project during construction
- .3 ~~One~~ (~~1~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. ~~Documents, additional inspections will become Additional Services to the Contract and will be invoiced on a Time and Material Basis. Language charging the Contractor for these services will be included in the Architects Construction Documents.~~

.4 ~~One~~ (~~1~~) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (~~3~~) months of the date of this Agreement, ~~at the time period set forth in the MOU, Exhibit A, for the Project,~~ through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the ~~Owner~~ Owner, but shall:

- .1 Include General Contractor's overhead and profit (General Conditions) associated with the project;
- .2 Include alternate bids. For alternate bids not accepted, 80% of the cost associated with the alternate shall be used for Architect's fee calculations. Deductive alternates will be treated as added costs;
- .3 Include full change order amount for all change orders as it increases contract amount. For change orders not accepted, 80% of the cost associated with the change order shall be used for the Architect's fee calculation.
- .4 Include change order credits as added project costs;
- .5 For change orders that do not change the construction cost in proportion to the design work required, the Architect's fee shall be computed on a time and material basis.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the ~~Architect~~ Architect, and the Architect shall have not responsibility for such variance nor shall the Architect be responsible if the bids or Cost of the Work exceeds the estimate or Owner's budget.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by twenty (20%) percent or less, the Architect shall modify the Construction Documents as requested by the Owner as an Additional Service. If the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work by more than twenty (20%) percent, the Architect shall modify the Construction Documents without additional compensation to reduce the Cost of the Work to conform to Owner's budget. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.6

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, and for informational purposes only for altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in

any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to ~~binding dispute resolution litigation~~. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by ~~mediation or by binding dispute resolution mediation~~.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a ~~forum and mediator mutually agreeable to the parties~~, and if no agreement is reached ~~within fourteen (14) days~~, the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~Upon receipt, the parties shall confer to agree upon a mediation service and mediator.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

~~Intentionally Deleted.~~

~~Intentionally Deleted.~~

~~Intentionally Deleted.~~

~~Intentionally Deleted.~~

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. ~~Agreement for the Project.~~ If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement for the Project upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement for the Project upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7, any costs incurred in connection with the termination.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3, State of Illinois.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, Agreement, including prompt payment of all sums due and owing the Architect.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it

to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«As set forth in the Memo of Understanding, Exhibit A, for the Project.»

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«In accordance with the Hourly Rates set forth herein.»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«In accordance with the Hourly Rates set forth herein.»

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus [redacted] percent ([redacted]%), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty»	percent («20»	%)
Design Development Phase	«Fifteen»	percent («15»	%)
Construction Documents Phase	«Forty»	percent («40»	%)
Bidding or Negotiation Phase	«Five»	percent («5»	%)
Construction Phase	«Twenty»	percent («20»	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«As set forth in the Memo of Understanding, Exhibit A, for the Project. The per hourly rates shall remain constant through the end of the year and may be adjusted annually thereafter.»

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus «Ten» percent («10.00» %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«Per mutual agreement between Owner and Architect.»

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «Zero Dollars and Zero Cents» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

~~§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid «()» days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)~~

~~«%» Payments shall be due and interest calculated in accordance with the *Illinois Governmental Prompt Payment Act*~~

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«12.1 No failure of either the Architect or the Owner to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Owner or

the Architect at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.»

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement and Exhibit A for the Project represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:



- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

«Exhibit A, the Memorandum of Understanding (MOU) for the Project.»

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

DLA Architects, Ltd.

(Signature)

(Signature)

«Mike Tilton», Village Administrator»

« »

(Printed name and title)

(Printed name and title)

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain V3 to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

SECTION 1: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby V3 will provide the Services to the Village and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

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

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

SECTION 4: Headings.

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

SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Resolution No. 1104

PASSED this 6th day of March, 2017.

Carmen S. Recupito, Jr., Village Clerk

PASSED this 6th day of March, 2017.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

PROCLAMATION

WHEREAS, safety is the highest priority for the highways and streets of our city and state; and

WHEREAS, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our city and state, presenting motorcycle awareness programs to over 100,000 participants in Illinois over the past five years; and

WHEREAS, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect to the citizens of our city and state; and

WHEREAS, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charities; and

WHEREAS, during the month of May, all roadway users should unite in the safe of roadways within the Village of Steger and throughout the great State of Illinois;

NOW, THEREFORE, I, Kenneth A. Peterson, Jr., Village President, OF THE VILLAGE OF STEGER, in recognition of 30 years of ABATE of Illinois, Inc., and over 614,682 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness, do hereby proclaim May 2017, to be MOTORCYCLE AWARENESS MONTH IN VILLAGE OF STEGER, and urge all motorists to join in an effort to improve safety and awareness on our streets and highways.

Dated this 6th day of March, 2017

Kenneth A. Peterson, Jr.
Village President





FOR THE PRESERVATION OF MOTORCYCLISTS' RIGHTS

Public Relations Coordinator
A.B.A.T.E. of Illinois, Inc.

Dear Community Leaders:

For 30 years, May has been proclaimed Motorcycle Awareness Month in the State of Illinois.

A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education) is once again striving to provide a safe, unrestricted motorcycling environment in the State of Illinois, community by community. In an effort to enhance and promote motorcycle safety, education, and awareness, MOTORCYCLE SAFETY AND AWARENESS MONTH PROCLAMATIONS are being presented to the leaders of the community.

Therefore, A.B.A.T.E. of Illinois respectfully requests the execution of the enclosed proclamation. With the presentation and execution of the Motorcycle Safety and Awareness Proclamation, it is A.B.A.T.E.'s genuine desire that many incidents can be prevented from occurring on Illinois roadways, by creating awareness of sharing the roadways safely. Motorcycle Safety and Awareness Proclamations promote a positive attitude for all road users, regardless of the chosen mode of transportation.

Upon receipt of this letter, please contact me and I would be more than happy to set a time and date for all concerned to meet and join A.B.A.T.E. in proclaiming May as Motorcycle Awareness Month in the community.

On behalf of motorcyclists throughout the great state of Illinois, A.B.A.T.E. of Illinois remains dedicated to safety and awareness on the roadways, not only in the month of May, but throughout the year.

Sincerely,

Public Relations Coordinator

Chapter

Phone Number

South Suburban Chapter of ABATE
708-302-1074



AGENDA


February 7th, 2017

(Second Request February 23rd, 2017)

To: Village Administrator/Trustees

We would like to schedule our dates for the Steger Fest and for the October Fest. The dates for the Steger Fest will be July 27th-July 30th and the October Fest dates are September 23rd-24th, 2017.

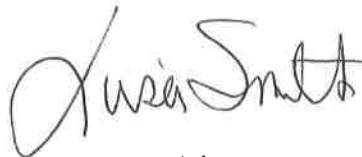
We will need all available picnic tables for these events along with some regular tables and chairs.

We would like to be able to use the park concession stand along with the water, electric and use of the kitchen facility.

We would also like to request staff assistance from the Police Dept., E.S.D.A. Public Works and the Fire Dept. We will contact you to schedule meetings prior to these events.

If you have any questions please contact Frank Elton at (708) 755-6200

Thank you,

A handwritten signature in black ink that reads "Lisa Smith". The signature is written in a cursive, flowing style.

Lisa Smith