

**VILLAGE OF  
STEGER  
BOARD OF TRUSTEES  
REGULAR MEETING AGENDA  
3320 Lewis Avenue, Steger IL 60475**

**FEBRUARY 4, 2019 7:00pm**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
  - Promotion of Peter D Fajman to Sergeant of Police
- D. MINUTES of January 22, 2019.
- 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. Housing and Community Development Director
  - 3. Attorney
  - 4. Treasurer
  - 5. Trustee/Liaison
  - 6. Clerk
  - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

**MONDAY FEBRUARY 4, 2019 BOARD OF TRUSTEE REGULAR MEETING AGENDA**

I. UNFINISHED BUSINESS:

RESOLUTION NO. 1132

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND SENSYS GATSO USA, INC. TO PROVIDE SERVICES FOR THE VILLAGE OF STEGER, ILLINOIS.

ORDINANCE NO. 1208

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO CONSTRUCT AND MAINTAIN A SOLAR FARM IN THE VILLAGE OF STEGER, ILLINOIS.

J. NEW BUSINESS:

A request from the Steger-South Chicago Heights Public Library for permission to hold Movie in the Park Night at Veteran's Park pavilion on Friday, August 2, 2019. Set up between 6:30 and 7:00 pm with the movie beginning at dusk. Alternate date Friday, August 9, 2019.

K. ADJOURNMENT

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

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 22<sup>TH</sup> day of January, 2019 in the Municipal Building of the Village of Steger with the Village President Kenneth A. Peterson presiding and Village Clerk Joseph M Zagone, Jr. attending. President Peterson led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Zagone called the roll. The following Trustees were present, Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton.

Also present were: Village Administrator Mary Jo Seehausen, Police Chief Patrick Rossi, Director of Public Infrastructure Dave Toepper, Assistant Fire Chief Mike Long, EMA Chief Tom Johnston, Community Center Director Diane Rossi and Director of Housing and Community Development Alice Peterson.

**AWARDS, HONORS AND SPECIAL RECOGNITION**

None

**MINUTES**

Trustee Perchinski made a motion to approve the minutes of the January 7, 2018 meeting as written. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

**AUDIENCE PARTICIPATION**

Michael Balanow of 3328 Florence Ave., Mary Laws of 3437 Jennifer Ct, Tom McComb of 3303 Wallace and Steve Schwartz of 3328 Halsted all voiced questions and concerns regarding Resolution 1132 the installation of Red Light Cameras.

**REPORTS**

**Village Administrator Mary Jo Seehausen** no report

**Director of Public Infrastructure Dave Toepper** no report.

**Assistant Fire Chief Mike Long**

Assistant Chief Long reported that Aaron Anderson was graduating paramedic school. Lt Raguson and EMT Rivera received recognition from the hospital for a lifesaving catch in the field and there will be one more heart saver CPR class on February 28.



Minutes of January 22, 2019

**Police Chief Patrick Rossi** referred to his weekly report. He also stated the elevator at the Police Department had been inspected and approved and Sgt. Harley Lackey graduated with honors from the Staff & Command course.

**EMA Chief Tom Johnston** stated there were no reports of property damage from the snow storm, and reminded everyone to not park on streets with 2" snowfall. Chief Rossi added that once the streets have been plowed curb to curb you may park on the street, unless it continues to snow.

**Community Center Director Diane Rossi** no report.

**Housing and Community Development Director Alice Peterson** no report

**Village Attorney** no report

### **TRUSTEES' REPORTS**

**Trustee Buxton** no report

**Trustee Skrezyna** no report

**Trustee Lopez** no report

**Trustee Kozy** no report

**Trustee Perchinski** no report

**Trustee Joyce** no report

**Village Clerk Zagone** thanked public works for snow plowing efforts.

**Mayor Peterson** no report

### **BILLS**

Trustee Skrezyna made a motion to approve the bills as listed. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez Skrezyna and Buxton and Mayor Peterson voted aye. Motion carried.

**CORRESPONDENCE** none

**UNFINISHED BUSINESS** none



**NEW BUSINESS:**

A representative of Sensys Gatso USA, Inc. provided information and answered questions regarding a contract for Red Light cameras.

Trustee Perchinski made a motion to table to the next meeting, RESOLUTION NO. 1132, A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND SENSYS GATSO USA, INC. TO PROVIDE SERVICES FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Skrezena seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski made a motion to adopt RESOLUTION NO. 1133 A RESOLUTION AUTHORIZING THE ADOPTION OF THE PROVISIONS SET FORTH IN THE WILL COUNTY STORMWATER MANAGEMENT ORDINANCE FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

A representative from Community Power Group, LLC provided a sight plan and answered the board's questions regarding the Steger Community Solar Garden.

Trustee Joyce made a motion to table ORDINANCE NO. 1208, AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO CONSTRUCT AND MAINTAIN A SOLAR FARM IN THE VILLAGE OF STEGER, ILLINOIS. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Joyce made a motion to adopt ORDINANCE NO. 1209, AN ORDINANCE AMENDING CHAPTER 38 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING FLOODS FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the maintenance contract with Schindler Elevator Corporation, pending receipt of a quote from Otis Elevator. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the request for the Communities for Christ Prayer Fest to be held June 1, 2019. Trustee Skrezyna seconded the motion. Voice vote was called; all ayes. Motion carried.

Minutes of January 22, 2019

Trustee Skrezyna made a motion to approve the request from Misericordia for its annual Jelly Belly Candy Days fundraiser on April 26 & 27, 2019. Trustee Joyce seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski made a motion to adjourn the meeting. Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 8:24 pm.

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Kenneth A. Peterson, Jr., Village President

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Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXCEL ELECTRIC INC 122733		01-00-31401		ELECTRICAL	1560.16
EXCEL ELECTRIC INC 122735		01-00-31401		ELECTRICAL	240.00
EXCEL ELECTRIC INC 122736		01-00-31401		STREET LIGHTS	1910.59
NICOR GAS 52838 0119		01-00-33200		HEAT	161.18
CINTAS CORPORATION LOCKBOX 5012868640		01-00-33500		OFFICE SUPPLIES	133.01
HINCKLEY SPRINGS 171559830 13019		01-00-33500		OFFICE SUPPLIES	10.76
WALTON OFFICE SUPPLY 307068-0		01-00-33500		OFFICE SUPPLIES	80.11
WALTON OFFICE SUPPLY 307094-0		01-00-33500		OFFICE SUPPLIES	13.86
WALTON OFFICE SUPPLY 307121-0		01-00-33500		OFFICE SUPPLIES	44.40
WALTON OFFICE SUPPLY 37099-0		01-00-33500		OFFICE SUPPLIES	102.40
ABSOLUTE BEST CLEANING SERVICES, INC. 13101		01-00-33502		CLEANING SERVICE	750.00
COMCAST 54689 0119		01-00-33700		TELEPHONE	121.80
CHICAGO TRIBUNE COMPANY 003367275000		01-00-35400		PLANNING/ZONING H	254.04
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC 2019-131		01-00-38901		SSMMA DUES 2019	5483.00
TOTAL FOR FUND 01		DEPT. 00			10865.31
ANDYPOL CONSTRUCTION INC 01/30/19		01-01-20800		REIMBURSEMENT	135.00
WALTON OFFICE SUPPLY 307094-0		01-01-33400		OFFICE SUPPLIES	9.70
BIRIS, ROMULUS 100647431		01-01-38901		REIMBURSEMENT FOR	115.00
TOTAL FOR FUND 01		DEPT. 01			259.70
OVERDOORS OF ILLINOIS INC 157626		01-20-31100		BUILDING MAINT	276.00
OVERDOORS OF ILLINOIS INC 157627		01-20-31100		BUILDING MAINT	154.00
OVERDOORS OF ILLINOIS INC 157628		01-20-31100		BUILDING MAINT	140.00
MONARCH AUTO SUPPLY INC 6981-448126		01-20-31805		VEHICLE MAINT	78.48
HINCKLEY SPRINGS 17270146 012019		01-20-33501		SHOP SUPPLIES	78.06
COMCAST 54689 0119		01-20-33700		TELEPHONE	39.95
COMCAST 54689 0119		01-20-33701		CABLE/ INTERNET	130.59



PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
AIRGAS USA LLC	9084490927	01-20-33702		AMBULANCE SUPPLIE	379.11
HENRY SCHEIN	61207288	01-20-33702		AMBULANCE SUPPLI	407.98
HENRY SCHEIN	61213422	01-20-33702		AMBULANCE SUPPLIE	216.00
METRO PARAMEDIC SERVICES INC.	020-01008	01-20-34250		FEBRUARY 2019	21922.86
CHAMPION SPORTSWEAR	67790	01-20-37302		NEW UNIFORMS	560.00
GLOBAL EMERGENCY PRODUCTS	AG57467	01-20-37800		TOOLS/EQUIPMENT	276.87
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1300100	01-20-37800		TOOL/EQUIPMENT	416.00
TRAINING CONCEPTS, INC.	37976	01-20-38500		BOOKS/MANUAL	120.00
TOTAL FOR FUND 01 DEPT. 20					25195.90
AXON ENTERPRISE INC	716418	01-40-31800		EQUIPMENT	1516.00
JAMES HERR & SONS	107968	01-40-31805		VEHICLE MAINT	306.64
JAMES HERR & SONS	107976	01-40-31805		VEHICLE MAINT	42.76
JAMES HERR & SONS	107982	01-40-31805		VEHICLE MAINT	191.08
JAMES HERR & SONS	107983	01-40-31805		VEHICLE MAIN	779.86
O'REILLY AUTO PARTS	3414-489168	01-40-31805		VEHICLE MAINT	38.32
SOUTH HOLLAND PAPER CO.	421827	01-40-32900		OFFICE SUPPLIES	43.46
WALTON OFFICE SUPPLY	307076-0	01-40-33400		OFFICE SUPPLIES	166.05
WALTON OFFICE SUPPLY	307165-0	01-40-33400		OFFICE SUPPLIES	44.30
WALTON OFFICE SUPPLY	307108-0	01-40-33500		OFFICE SUPPLIES	47.57
ABSOLUTE BEST CLEANING SERVICES, INC.	13101	01-40-33502		CLEANING SERVICE	750.00
A T & T	708754359301119	01-40-33700		TELEPHONE	153.82
COMCAST	75241402	01-40-33700		TELEPHONE	1984.34
CINTAS CORPORATION LOCKBOX	5012867637	01-40-33900		FIRST AID SUPPLIE	93.55
GUARANTEED TECHNICAL SERV & CONSULT INC	2018431	01-40-34104		COMPUTER IT	840.00
RAY & WALLY'S TOWING SERVICE, INC.	40655	01-40-34600		IMPOUND FEES	170.00
BOREN, RYAN	012319	01-40-37302		R. BOREN EQUIPMEN	1379.15
JCM UNIFORMS	750354	01-40-37302		J.RUFF UNIFORMS	319.65

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
JCM UNIFORMS	751823	01-40-37302		P. ROSSI UNIFORM	192.65
RAY O'HERRON CO INC	1903489-IN	01-40-37302		P. FAJMAN UNIFORM	17.79
MARLIN BUSINESS BANK	16658259	01-40-37902		COMPUTER HARDWARE	1034.42
IACP NET	33993	01-40-38700		POLICE TRAINING	525.00
INTERNATIONAL ASSOCIATION	0045401	01-40-38901		DUES	190.00
SECRETARY OF STATE	120318	01-40-38901		PROCESSING FEES	20.00
TOTAL FOR FUND 01 DEPT. 40					10846.41
TOTAL FOR FUND 01					47167.32
MERTS HVAC	097692	03-30-31100		BUILDING NAINT	726.25
MERTS HVAC	103686	03-30-32900		MAINT-MATS/CLEANI	290.00
UNIFIRST CORPORATION	062 0326751	03-30-32900		MAT/CLEANING	65.27
UNIFIRST CORPORATION	062 0334436	03-30-32900		MATS/CLEANING SUP	58.20
GUARANTEED TECHNICAL SERV & CONSULT INC	2018431	03-30-32901		COMPUTER IT	90.00
ABSOLUTE BEST CLEANING SERVICES, INC.	13101	03-30-33502		CLEANING SERVICE	1125.00
A T & T	708754369001119	03-30-33700		TELEPHONE	18.44
COMCAST	0031978 01/19	03-30-33700		TELEPHONE	67.52
COMCAST	0031978 01/19	03-30-33701		CABLE/INTERNET	179.70
TOTAL FOR FUND 03 DEPT. 30					2620.38
TOTAL FOR FUND 03					2620.38
MERTS HVAC	100997	06-00-31100		BUILDING MAINT	76.50
BRITES CARTAGE LTD	31253	06-00-31204			742.47
BRITES TRANSPORTATION LTD	70021	06-00-31204			353.51
GALLAGHER MATERIALS CORP	9104	06-00-31204			642.32
GALLAGHER MATERIALS CORP	9134	06-00-31204			254.20
M&J UNDERGROUND, INC	M19-0033	06-00-31504.01			4847.50

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
T.R.L. TIRE SERVICE CORP 21368		06-00-31805		VEHICLE MAINT	31.03
GEMINI PLUMBING COMPANY INC 21723		06-00-32900		PROPERTY MAINT	375.00
GEMINI PLUMBING COMPANY INC 21724		06-00-32900		PROPERTY MAINT	375.00
UNIFIRST CORPORATION 062 0334551		06-00-33500		OFFICE MATS/SUPPL	25.64
CINTAS CORPORATION LOCKBOX 5012868639		06-00-33501		SHOP SUPPLIES	95.98
HINCKLEY SPRINGS 17155979 013019		06-00-33501		SHOP SUPPLIES	24.37
UNIFIRST CORPORATION 062 0334615		06-00-33800		UNIFORM SERVICE	69.18
UNIFIRST CORPORATION 062 0335563		06-00-33800		UNIFORM SERVICE	73.60
SUBURBAN LABORATORIES INC 162694		06-00-34800			190.00
TOTAL FOR FUND 06		DEPT. 00			8176.30
TOTAL FOR FUND 06				8176.30	
MERTS HVAC 100997		07-00-31100		BUILDING MAINT	76.50
COMPLETE DIESEL CARE INC 6050		07-00-31805		VEHICLE MAINT	137.62
MCCANN INDUSTRIES INC 08054480		07-00-31805		VEHICLE MAINT	1583.73
MONARCH AUTO SUPPLY INC 6981-449248		07-00-31805		VEHICLE MAINT	103.56
O'REILLY AUTO PARTS 3414-488742		07-00-31805		VEHICLE MAINT	29.98
QUALITY WELDING COMPANY 9222		07-00-31805		VEHICLE MAINT	200.00
QUALITY WELDING COMPANY 9225		07-00-31805		VEHICLE MAINT	518.00
QUALITY WELDING COMPANY 9231		07-00-31805		VEHICLE MAINT	16.00
T.R.L. TIRE SERVICE CORP 21433		07-00-31805		VEHICLE MAIN	261.45
UNIFIRST CORPORATION 062 0334551		07-00-33500		OFFICE MATS/SUPPL	25.63
CINTAS CORPORATION LOCKBOX 5012868639		07-00-33501		SHOP SUPPLIES	95.97
HINCKLEY SPRINGS 17155979 013019		07-00-33501		SHOP SUPPLIES	24.37
O'REILLY AUTO PARTS 3414-488138		07-00-33501		SHOP SUPPLIES	7.99
O'REILLY AUTO PARTS 3414-488554		07-00-33501		SHOP SUPPLIES	199.99
UNIFIRST CORPORATION 062 0334615		07-00-33800		UNIFORM SERVICE	69.18
UNIFIRST CORPORATION 062 0335563		07-00-33800		UNIFORM SERVICE	73.60



SYS DATE:02/01/19

Village of Steger

SYS TIME:10:25

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

[NW2]

REGISTER # 887

DATE: 02/01/19

Friday February 1, 2019

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
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TOTAL FOR FUND 07		DEPT. 00				3423.57	
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TOTAL FOR FUND 07					3423.57		
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COOK COUNTY TREASURER 2018-4		08-00-31400			STREET LIGHT MAIN	684.00	
COM ED 99093 01/19		08-00-33102				3827.00	
KNIGHT ENGINEERS & ARCHITECTS 23488-23		08-00-34300			ENGINEERING	567.80	

TOTAL FOR FUND 08		DEPT. 00				5078.80	
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TOTAL FOR FUND 08					5078.80		
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SAM'S CLUB/SYNCHRONY BANK 005638		13-50-33930			CONCESSION STAND	518.59	
UNITED STATES LIABILITY INSURANCE COMPAN NPP1560093E		13-50-38614			TEAM TRAVEL - BAS	375.00	

TOTAL FOR FUND 13		DEPT. 50				893.59	
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PRO-AM TEAM SPORTS AAM004846		13-55-37305			UNIFORMS	20.00	
PRO-AM TEAM SPORTS AAM004853		13-55-37305			UNIFORMS	100.00	
PRO-AM TEAM SPORTS AAM004859		13-55-37305			UNIFORMS	101.00	
PRZYBYSZ, MARCIN 24466		13-55-38909			EXPENSES - VOLLEY	40.00	

TOTAL FOR FUND 13		DEPT. 55				261.00	
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TOTAL FOR FUND 13					1154.59		
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ILLINOIS COUNTIES RISK MANAGMENT TRUST RCB000000021897		15-00-36100			CASUALTY	25285.38	
ILLINOIS COUNTIES RISK MANAGMENT TRUST RCB000000021898		15-00-36200			WORKMANS COMPENSA	29889.00	
VISION SERVICE PLAN (IL) 806306834		15-00-36901				679.32	

TOTAL FOR FUND 15		DEPT. 00				55853.70	
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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
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TOTAL FOR FUND 15						55853.70	
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KNIGHT ENGINEERS & ARCHITECTS							
23489-16		25-10-30000			POLICE STATION	202.26	

TOTAL FOR FUND 25					DEPT. 10		202.26
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TOTAL FOR FUND 25						202.26	
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** TOTAL CHECKS TO BE ISSUED						123676.92	
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01	CORPORATE					47167.32	
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03	PLAYGROUND/RECREATION					2620.38	
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06	WATER/SEWER FUND					8176.30	
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07	ROAD & BRIDGE					3423.57	
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08	MOTOR FUEL TAX					5078.80	
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13	BOOSTER CLUB					1154.59	
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15	LIABILITY INSURANCE FUND					55853.70	
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25	CAPITAL PROJECTS					202.26	
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TOTAL FOR REGULAR CHECKS:						123,676.92	
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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	
USSSA INDIANA 012319	772 03-56-38903	01/31/19	8520 ENTRY FEE	1215.00
TOTAL FOR FUND 03	DEPT. 56			1215.00
TOTAL FOR FUND 03				1215.00
MIDWEST SALT P441827	772 08-00-33910	01/25/19	8515 INVOICE P441827	8949.57
MIDWEST SALT P441841	772 08-00-33910	01/25/19	8514 INVOICE P441841	18021.83
TOTAL FOR FUND 08	DEPT. 00			26971.40
TOTAL FOR FUND 08				26971.40
** TOTAL MANUAL CHECKS LISTED				28186.40
** TOTAL OF ALL LISTED CHECKS				151863.32



**RESOLUTION NO. 1132**

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

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT  
BETWEEN THE VILLAGE OF STEGER AND SENSYS GATSO USA, INC.  
TO PROVIDE SERVICES 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**, the President and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") are committed to the health, safety and general welfare of the residents of the Village; and

**WHEREAS**, the Corporate Authorities believe that an automatic traffic enforcement program to monitor red-light violations and associated red-light traffic offenses within the Village would promote the health, safety and general welfare of the residents of the Village; and

**WHEREAS**, the Corporate Authorities recognize the need for a third party to provide an automatic traffic enforcement program to monitor red-light violations and associated red-light traffic offenses within the Village (the "Services"); and

**WHEREAS**, there exists a certain agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Sensys Gatso USA, Inc. ("Sensys Gatso") will perform the

Services and supply the hardware and software to implement a red-light photo enforcement program (the "System"); and

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain Sensys Gatso to provide the Services and supply the System 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, 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 Sensys Gatso will provide the Services and supply the System 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)

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Joseph M. Zagone, Jr., Village Clerk

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

**EXHIBIT A**



## Customer Agreement

This Customer Agreement (“Agreement”) is made on [Insert Date] (the “Effective Date”), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 222-T, Beverly, Massachusetts 01915 (“Sensys Gatso”) and Steger, IL, with a principal business address at 3320 Lewis Ave. Steger, IL. 60475 (the “Village”).

WHEREAS, the Village wishes to retain the technology and business services of Sensys Gatso to provide an Automated Traffic Enforcement program to monitor red-light violations and associated red-light traffic offenses as further defined in Section 3 of this Agreement (the “Services”), as part of the Village’s automated traffic law enforcement program; and

WHEREAS, Sensys Gatso agrees to provide the Services, including the hardware and software to implement a red-light photo-enforcement program (“System”), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

### 1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of Five (5) years (the “Initial Term”). Upon expiration of the Initial Term, the Agreement shall automatically renew for Two (2) subsequent Two (2) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”) subject to renewal pricing that will be provided by Sensys Gatso to the Village no less than sixty (60) days prior to the expiration of the then current Initial Term or Renewal Term.
- 1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and the Village.
- 1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable state or federal law is amended to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by Sensys Gatso; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable state or federal law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate pursuant to this Section 1.3, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. No termination fee shall be required with respect to termination for cause under this paragraph. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Sensys Gatso may suspend the System and all associated Services immediately upon the effective date of such amendment or ruling, as applicable.
- 1.4. Termination By Village For Convenience. The Village may terminate this Agreement at any time at its convenience by giving written notice to Sensys Gatso not less than thirty (30) days prior to the termination of the then-current Initial Term or Renewal Term. If the Village terminates this Agreement for convenience at any time during the Initial Term or any Renewal Term, then the Village must pay Sensys Gatso a fee in the amount of \$1,000 per fixed location camera (the “Termination Fee”) for each month or partial month that remains in the Initial Term or any Renewal Term as of the Effective Date of Termination, as defined in Section 1.5. The Termination



Fee must be paid within thirty (30) days after the Effective Date of Termination. There is no Termination Fee if the Village terminates at any time after the end of the Initial Term or any Renewal Term. This section will survive the termination or expiration of this Agreement.

- 1.5. Cessation of Activities Except Pending Violations. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the image capture activities provided by Sensys Gatso under this Agreement shall cease immediately. Nevertheless, unless prohibited by law, Sensys Gatso will continue to provide the Services described in Sections 3.10 through 3.16 for violations that are detected prior to the Effective Date of Termination until final disposition of all such violations.
- 1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Sensys Gatso shall promptly remove all cameras provided as part of its Services, which removal shall be completed no later than thirty (30) days after the Effective Date of Termination. In the event Sensys Gatso has installed any other hardware or equipment as contemplated by Section 3.2, Sensys Gatso shall remove such hardware and equipment and restore the intersections to substantially the same condition as existed prior to this Agreement and repair any damage resulting from the installation or removal of Sensys Gatso hardware or equipment. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow. This section will survive the termination or expiration of this Agreement.

## 2. COMPENSATION

- 2.1. Amount. The Village shall pay to Sensys Gatso the following fees for the System and related Services:
  - 2.1.1. A “Monthly Fee” of \$4,250 per camera per month, commencing on the day each such camera is operational;
- 2.2. Fee Payment.
  - 2.2.1. Sensys Gatso shall provide an itemized statement of Services Fees to the Village within five (5) days of each violations fund sweep to the Village as described in Section 3.13. Each such statement shall include total collected citation revenue. For each funds sweep, Sensys Gatso shall: (a) deduct from these amounts the applicable Services Fee and any Credit Card Convenience fees as described in Section 3.12, and transfer such amounts from the Master Account, as defined in Section 3.13 to a Sensys Gatso account; and (b) transfer the balance from the Master Account to the Village-controlled account as contemplated by Section 3.13. Net violation fund sweeps to the Village shall be scheduled to occur on or around the 1st and the 15th of each month.
  - 2.2.2. Fees are Sole Compensation. The fees required pursuant to this Section 2 shall be Sensys Gatso’s sole compensation for the Service described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Sensys Gatso. This provision will survive the termination or expiration of this Agreement.

- 2.2.3. Cost Neutrality. The monthly fee paid by the Village to Sensys Gatso shall not exceed the monthly revenue received by the Village from operation of the System for that month. The amount by which the monthly fee exceeds the revenue for that month shall be carried over into the following monthly invoice and shall be paid by the Village as subsequent monthly revenues exceed subsequent total monthly fees.

If, as of the effective date of termination or the date of any expiration of this Agreement, there remains an unpaid balance of total monthly fees due to insufficient monthly revenues, Sensys Gatso shall waive such amounts due provided the Village enters into a written mutual release of claims reasonably acceptable to Sensys Gatso. Such amounts shall be deemed full consideration for any such release.

### 3. SCOPE OF WORK

- 3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as the Village's principal contact at Sensys Gatso ("Sensys Gatso Project Manager").
- 3.2. Installation of Cameras. Sensys Gatso shall initially install, operate, and maintain cameras at a minimum of two (2) and a maximum of sixteen (16) intersection approaches identified by the Village based on community safety and traffic needs. The cameras will be installed by Sensys Gatso on Village owned or controlled poles at the selected intersection approaches. The Village will provide Sensys Gatso with access to such poles and electricity for operation of the cameras on such poles at no charge to Sensys Gatso. In the event that there is no feasible pole located at an identified intersection approach, Sensys Gatso will install a pole at such location subject to the Camera Pole Installation Fee set forth in Section 2.1.5 and the additional terms and conditions set forth in Exhibit A.
- 3.3. Initial Locations; Relocation; Training. Cameras will initially be installed at the locations identified by the Village and agreed in writing by Sensys Gatso. Each camera will remain installed in a single location for a minimum of three (3) months. Any camera relocated by Sensys Gatso or the Village following this three (3) month period or more than twice during the Term, will incur a Camera Relocation Fee as set forth in Section 2.1.3 or a Camera Relocation Credit as set forth in Section 2.1.4. Upon ten (10) days prior written notice from the Village, Sensys Gatso will move a camera to a new intersection approach identified by the Village in the manner described in Section 3.2. The Village may elect to have Sensys Gatso train one (1) or more of the Village's technical staff members in how to move an installed camera to a new intersection approach, including how to attach and align the camera, as well as how to coordinate with Sensys Gatso personnel for necessary technical adjustments for a new camera location. Once Village designees have completed such training, upon seven (7) days prior written notice from the Village to Sensys Gatso, such designees may relocate a camera on a mutually agreed date and time in accordance with such training to an intersection approach with a viable camera pole. The Village shall be responsible for any damage to a Sensys Gatso camera incurred during, or as a result of, any relocation by the Village.
- 3.4. Signage. Sensys Gatso will provide and install signage at no cost to the Village informing inbound traffic that the Village utilizes traffic law photo-enforcement devices to enforce traffic laws, if required by State legislation or local governing ordinance.



- 3.5. 24-Hour Operation. Sensys Gatso shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs as set forth in Section 3.6, and Force Majeure as set forth in Section 5.4
- 3.6. System Maintenance; Repairs; Logs. Sensys Gatso shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligent operation of a Village owned or controlled vehicle or other negligent act by the Village. Sensys Gatso shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of camera settings and operation, communications, and other System components. Sensys Gatso will use commercially reasonable efforts to notify the Village and initiate repairs to the System within seventy-two (72) hours after identification of any damage or a defect.
- 3.7. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to its customers, Sensys Gatso will provide such upgrades without charge to the Village.
- 3.8. Village Personnel Training. Sensys Gatso will provide System training related to the processing of violations, including training documentation, to Village personnel designated by the Village.
- 3.9. Images and Data; Violation Package. Sensys Gatso will upload encrypted violation images and embedded violation data to a Sensys Gatso server in a timely manner. Sensys Gatso shall correlate images and data with DMV records, and shall assemble the images and data into an electronic violation package (a "Violation Package") in such a manner so as to allow the Village to carry out those responsibilities set forth in Section 4.3 of this Agreement.
- 3.10. Processing Of Violation Package. Sensys Gatso shall process Violation Packages through a system that shall be accessible by the Village's Police Department through the internet to review, and approve or reject, each violation before a notice of violation is issued related to that violation. Sensys Gatso shall notify the Village of the list of supported web browsers for accessing this system. Sensys Gatso will use commercially reasonable efforts to process violation images and send a Violation Package to the Village's Police Department for review within fifteen (15) business days after the violation has occurred. Sensys Gatso shall provide reasonable aid and assistance in the preparation of documentation for the Village's prosecution of citations issued hereunder as may be required by a Court or quasi-judicial panel of competent jurisdiction.
- 3.11. Notices of Violation. After the Village's timely review and direction to issue a violation on its behalf as set forth in Section 4.3, Sensys Gatso shall issue a notice of violation with images and data related to the notice of violation by mail within fourteen (14) days, in such form as reasonably required by the Village (which requirements may change during the Term). The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice of violation. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss notices of violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays.
- 3.12. Payment Methods; Collection of Infraction Fees. Sensys Gatso shall provide the registered owner or owners of a cited vehicle the following payment methods: "pay by web," "pay by telephone," and "pay by mail" for the payment of notices of violation issued through the System. Sensys Gatso may pass through to violators who pay by credit card a reasonable credit card convenience fee ("Credit Card Convenience Fee"). Any registered owner that does not wish to pay the Credit Card Convenience Fee may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank. The Village shall have no obligation for the payment of any Credit Card Convenience Fees.



- 3.13 Master Account. Sensys Gatso will establish a separate, non-interest bearing account with a banking institution approved by the Village (“Master Account”). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Village-designated bank account by Sensys Gatso as provided in Section 2.2; (b) funds to be swept to an Sensys Gatso-designated bank account by Sensys Gatso as provided in Sections 2.2; and (c) for the Village and Sensys Gatso to have viewing rights to the Master Account.
- 3.14. Storage Of Violation Packages. Sensys Gatso will store all captured violation data and images pursuant to the policy established by the Village and communicated to Sensys Gatso prior to the Effective Date, for a period of three (3) years following the violation date. The Village shall have reasonable access to the Violation Packages during the storage period.
- 3.15. NLETS Requirements. All authorized Sensys Gatso personnel reviewing the vehicle registration information obtained via the National Law Enforcement Telecommunications System (“NLETS”) on behalf of the Village shall comply with all applicable State of Illinois and NLETS requirements.
- 3.16. Reports. Sensys Gatso shall provide monthly reports to the Village comprised of statistics relating to the functioning of the System, including but not limited to the number of captured violations, the number of violations sent for Police Department approval, the number of notices of violation issued, the number of notices of violation paid, the number of contested notices of violation, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the Village. The Village shall be responsible for the submission of any reports mandated by the State of Illinois with regard to the operation of the System. Sensys Gatso will provide reasonable assistance at the Village’s request.
- 3.17. Public Awareness. Sensys Gatso shall assist and support the Village’s efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide the Village with a pamphlet that the Village may reproduce and distribute to Village residents; such pamphlet shall include a description of the operation of the System in non-technical terms.
- 3.18. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.18. In the event the WSDOT or the Intergovernmental Risk Management Agency require additional coverages or coverage amounts, the Village shall notify Sensys Gatso of such requirements and Sensys Gatso shall update the insurance coverages maintained pursuant to this Section 3.18 within thirty (30) days of such notice.
- 3.18.1. Workers’ Compensation and Employer’s Liability with limits not less than:
- |                        |                                |
|------------------------|--------------------------------|
| Workers’ Compensation: | statutory                      |
| Employer’s Liability:  | \$500,000 ea. accident-injury  |
|                        | \$500,000 ea. employee-disease |
|                        | \$500,000 disease-policy       |
- This insurance shall provide that coverage applies to the State of Illinois.
- 3.18.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.18.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.



3.18.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.18.1 through 3.18.3 above.

3.18.5. Sensys Gatso shall list the Village as an additional insured under all of the policies described in this Section 3.18 and shall file with the Village certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.18 prior to commencing work on the System.

#### 4. VILLAGE RESPONSIBILITIES

4.1. Village Project Manager. The Village will designate one Village employee as Sensys Gatso's principal contact at the Village ("Village Project Manager"). Such Village Project Manager shall also assist with coordination among Sensys Gatso, the Village Police Department, the Village Engineering Office, the Village Finance Department, the Village Municipal Court and other designated Village agencies.

4.2. Cooperation. The Village will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the System and perform any other Village obligations set forth in this Agreement. For each installation performed by Sensys Gatso pursuant to Section 3.2 and 3.3, the Village will provide to Sensys Gatso or its subcontractors the use of a bucket truck and the assistance of those Village personnel reasonably requested by Sensys Gatso. The Village will not access, move or otherwise tamper with an installed camera except as specifically set forth in Section 3.3.

4.3. Review Of Violations. The Village will provide sworn Village police officers, community service officers or any other Village employee designated by the Village to carefully review each Violation Package to determine whether: (a) the violation is approved and notices of violation can be generated or (b) the violation is rejected. If the violation is rejected, the Police Department will report to Sensys Gatso the basis for the rejection. The Village is solely responsible for determining which violations identified by Sensys Gatso are issued as citations and enforcing such citations and shall inform Sensys Gatso of its determination within seven (7) days of receiving the respective Violation Package.

4.4. Hearings. The Village shall be solely and exclusively responsible for all aspects of the hearing process as set forth in the Village's Municipal Code, as it may from time to time be amended. Sensys Gatso may, but shall not be required, to provide assistance to the Village relative to the hearing process. The terms and conditions of this Agreement shall apply to any such assistance by Sensys Gatso.

4.5. Collections; Reporting. Any infraction fees received directly by the Village shall be forwarded to Sensys Gatso for processing. The Village shall diligently pursue collections of overdue and unpaid infraction fees. In the event a violator fails to pay or contest a notice of violation within sixty (60) days of receipt, the Village shall refer such matters to a third party collections agency to recover all costs of the fines, including collections costs and expenses for failure to pay in a timely manner. In the event that the Village fails to timely engage a collections agency, Sensys Gatso may, at its option and expense, retain such an agency to recover such fines and costs. Within five (5) days of the end of each calendar month, the Village will (i) provide to Sensys Gatso an accounting of any funds associated with collection efforts by the Village, and (ii) cause said funds to be deposited into the Master Account.



- 4.6. Access to Information Services. To the extent required by NLETS, the Village will provide written authorization (in a form reasonably acceptable to the Village) for Sensys Gatso to perform WSDOL inquiries on behalf of the Village.
- 4.7. Preexisting Camera Poles. The Village shall require that the previous Traffic Enforcement Camera Services vendor retain in place, and not render unusable, the following: (a) concrete foundations for each existing camera pole; (b) conduits to such concrete foundations; (c) wiring within such conduits; and (d) any existing advance warning signage for enforced intersection approaches.
- 4.8. Intersection Approach Stop-Bars. The Village shall ensure that any stop-bar at an intersection enforced by a Red-Light Enforcement Unit will be freshly painted and clearly visible during the contract term.

## 5. GENERAL PROVISIONS

### 5.1. Indemnification Obligations.

5.1.1. The Village shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the Village set forth in Section 5.3.2;
- b. negligence or misconduct of the Village or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee;
- c. the validity of the results of the Village's use of the System or any portion thereof; or the validity of any notice of violation or traffic citation issued, prosecuted, and collected as a result of the Village's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.

5.1.2. Sensys Gatso shall indemnify, defend, and hold harmless the Village and its elected officials, officers, employees, agents, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "Village Indemnitees") from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the Sensys Gatso set forth in Section 5.3.1;
- b. negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property

of third parties), except to the extent caused by the negligence or misconduct of any Village Indemnitee; or

- c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sensys Gatso will either: (i) enable the Village to continue to use the System, (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If Sensys Gatso determines that none of these alternatives is reasonably available, Sensys Gatso shall have the right to terminate this Agreement effective immediately.

5.1.3. In the event any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.1 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense. This provision will survive the termination or expiration of this Agreement.

5.2. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.1: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY VILLAGE TO SENSYS GATSO PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. This provision will survive the termination or expiration of this Agreement.

5.3. Representations and Warranties.

5.3.1. Sensys Gatso represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement;
- b. the System is provided and will continue to perform in accordance with this Agreement;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services described herein in compliance with all applicable federal, State of Illinois, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color,



national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

- e. it is not barred by law from contracting with Village or with any other unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the State of Illinois Department of Revenue unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void, at the Village's option; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Village that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.3.2. The Village represents and warrants that at all times during the Term:

- a. it has the legal power to enter into and perform its obligations under the Agreement and that it has complied with any and all applicable federal, State of Illinois, and local procurement requirements in connection therewith; and
- b. it will utilize the System in compliance with all applicable federal, State of Illinois, and local laws and in accordance with this Agreement.

5.3.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.3:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET VILLAGE'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.



- 5.4. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.5. Relationship between Sensys Gatso and Village. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or implied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.6. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sensys Gatso may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, the Services, including but not limited to maintaining a local office, maintenance and repair of System, processing, printing and mailing notices of violation, customer service and public education, may be provided under this Agreement by Sensys Gatso, Sensys Gatso Affiliates, or third party subcontractors under contract to Sensys Gatso. For the purposes of the Agreement, "Affiliate" means, with respect to Sensys Gatso, any entity that, directly or indirectly, is controlled by, controls or is under common control with Sensys Gatso. For purposes of the Agreement, "control" means, with respect to any entity, the direct or indirect ownership of more than fifty percent (50%) of the voting or income interest in such person or the possession otherwise, directly or indirectly, of the power to direct the management or policies of such entity.
- 5.7. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement. Nothing in this Section 5.7 shall prohibit either party from seeking equitable relief in any court of competent jurisdiction during the Term.
- 5.7.1. When a conflict arises between the Village and Sensys Gatso, the project team members will first strive to work out the problem internally.
- 5.7.2. If the project team cannot resolve the conflict within five (5) business days, the Village Project Manager identified pursuant to Section 4.1 and the Sensys Gatso Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
- 5.7.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, the signatories to this Agreement will meet within five (5) days to resolve the issue.



5.7.4.If the conflict remains unresolved as described in Section 5.7.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2.

5.7.5.During any conflict resolution, Sensys Gatso agrees to provide those Services relating to items not in dispute, to the extent practicable pending resolution of the conflict and the Village agrees to pay invoices per the Agreement.

5.8. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in Illinois, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.9. Entire Agreement; Amendment. This Agreement and its Exhibits constitute the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and its Exhibits may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

5.10.Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

5.11.Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.12.Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

5.13. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit with UPS or DHL, or immediately if by confirmed facsimile or electronic mail, to the parties as follows:

Village: [insert]

Sensys Gatso: [insert]

*Signature Page Follows*

IN WITNESS WHEREOF, Sensys Gatso and [insert], IL have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

*Agreed to:*  
**Sensys Gatso USA, Inc.**

*Agreed to:*  
**[insert], Illinois**

By \_\_\_\_\_  
Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

*Attested to:*

*Attested to:*

By \_\_\_\_\_  
Authorized signature

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

## EXHIBIT A

### Additional Terms and Conditions for Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more camera poles pursuant to Section 3.2, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings or other related documents as may be reasonably required by the Village or any other governmental entities for the installation and operation of the camera poles. The Village will provide to Sensys Gatso, at no cost, all Village permits necessary for the operation of the System and provision of the Services provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the camera poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The Village will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required.
- B. Installation. Sensys Gatso will commence installation of the camera poles within ten (10) business days after any and all necessary State of Illinois, County, and Village permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any Village owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the Village. Sensys Gatso may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System. Sensys Gatso will use commercially reasonable efforts to complete installation of the System in a timely manner.
- C. Fees. For any camera pole installed by Sensys Gatso pursuant to Section 3.2 and this Exhibit A, the Village shall pay to Sensys Gatso the Camera Pole Installation Fee set forth in Section 2.1.5.
- D. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Sensys Gatso shall remove any poles and related equipment and restore such intersections to substantially the same condition as existed prior to this Agreement. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.



**ORDINANCE NO. 1208**

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

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO CONSTRUCT AND MAINTAIN A SOLAR FARM IN 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") are committed to the health, safety and general welfare of the residents of the Village; and

**WHEREAS**, Community Power Group, LLC (the "Applicant") submitted a request to the Village for a special use permit to construct and maintain a solar farm at 1521 E. 231<sup>st</sup> Street, Steger, Illinois (the "Subject Property"); and

**WHEREAS**, to construct and maintain a solar farm at the Subject Property (the "Special Use"), a special use permit must be granted by the Village Board; and

**WHEREAS**, the the Village of Steger Combined Planning and Zoning Board of Appeals (the "PZBA") held a hearing, pursuant to proper notice, at which the Applicant provided an application and plans (incorporated herein by reference) and credible evidence demonstrating that (1) the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public safety, health, morals, comfort, or general welfare; (2) the Special Use will not be injurious to



the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; (3) the establishments of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; (4) adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided; (5) adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; (6) the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendations of the PZBA.

**WHEREAS**, based on the testimony given at said public hearing, the PZBA made certain findings of fact and conclusions with respect to the Special Use and made a recommendation to the Village that the Special Use be approved (collectively, the "Findings of Recommendation"); and

**WHEREAS**, a copy of the Findings and Recommendation is attached hereto as Exhibit A and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, in light of the above, the Special Use is in furtherance of the public health, safety and welfare;

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

**SECTION 1: Recitals.**

The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

**SECTION 2: Grant of Special Use Permit.**

The Findings and Recommendation of the PZBA are hereby adopted and a special use permit to construct and maintain a solar farm at the Subject Property is hereby granted (the "Special Use Permit"). The special use permit is subject to the conditions set forth in Section 3 of this Ordinance.

**SECTION 3: Conditions.**

The land use relief granted hereunder is subject to the restrictions that were specified by the PZBA. The Special Use Permit shall terminate if the Applicant deviates at all from the plans submitted to the Village. If the Applicant finds that deviation from the submitted plans is necessary, new plans reflecting such deviations must be resubmitted to the PZBA and the Village Board for approval.

**SECTION 4: Savings Clause.**

This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in force to the same extent and with like effect as if this Ordinance be taken, construed or held to avoid or impair any cause of action now existing under any ordinance of the Village, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

**SECTION 5: Effective Date.**

This Ordinance shall be in full force and effect upon its passage and publication as provided by law

(Remainder of Page Intentionally Left Blank)

ORDINANCE NO. 1208

PASSED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
Joseph M. Zagone Jr., Village Clerk

APPROVED this \_\_\_\_ day of January 2019.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

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



**EXHIBIT A**

**VILLAGE OF STEGER (the "Village")  
PLANNING & ZONING BOARD OF APPEALS  
RECOMMENDATION**

**RE: SPECIAL USE PERMIT- SOLAR FARM.**

President and Board of Trustees:


The Planning & Zoning Board of Appeals met on Thursday, January 10, 2019 and discussed a proposed special use permit for a solar farm pursuant to the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois (the "Zoning Ordinance"), within the Village of Steger (the "Special Use Permit"). Proper notice of the meeting was provided in accordance with the Zoning Ordinance and applicable state law.

During the public hearing, testimony and evidence were introduced establishing that:

- The proposed use is designed, located, and proposed to be operated so that it will not be unreasonably injurious or unreasonably detrimental to the district in which it may be located or otherwise injurious to the public welfare;
- The proposed use conforms to all the applicable regulations and standards of the district in which it shall be located that are reasonably possible; and
- The proposed use preserves the essential character of the district in which it shall be located.

In light of the testimony introduced at the public hearing, the Planning and Zoning Board of Appeals found that the Special Use Permit is in furtherance of the public interest and necessary for the health, safety, and welfare of the Village and its residents.

It is the recommendation of the Planning and Zoning Board of Appeals to approve the ***Special Use Permit for a Solar Farm requested pursuant to the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois.***

  
\_\_\_\_\_  
Chairman  
Planning & Zoning Board of Appeals  
Village of Steger



Steger-South Chicago Heights  
Public Library

January 14, 2019

Dear Trustees of the Steger Village Board and Mayor Peterson,

The Steger-South Chicago Heights Public Library would like to request permission from the village to host a Movie in the Park Night on Friday, August 2, 2019 in Veteran's Park. In the past, we have shown the movie by the pavilion and we would like to use the same location again this year, if possible. We would start to set up for the event between 6:30 and 7:00 pm with the movie starting at dusk. Should it be necessary to reschedule the movie, we would like to have the following Friday, August 9, 2019.

This has truly become a community event with many different partners coming forward to help contain the costs and to insure that the program continues for the families of Steger. We look forward to working on more projects with the Village and we hope that our date for the annual Movie in the Park is approved by the Board of Trustees.

Thank you in advance,

Jennifer Cutshall

Library Director