

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

JANUARY 22, 2019 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of January 7th Board 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. 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
- I. UNFINISHED BUSINESS:

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

TUESDAY JANUARY 22, 2019 BOARD OF TRUSTEE REGULAR MEETING AGENDA

J. NEW 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.

RESOLUTION NO 1133

A RESOLUTION AUTHORIZING THE ADOPTION OF THE PROVISIONS SET FORT IN THE WILL COUNTY STORMWATER MANAGEMENT ORDINANCE FOR THE VILLAGE OF STEGER, ILLINOIS.

ORDINANCE NO. 1208

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

ORDINANCE NO 1209

AN ORDINANCE AMENDING CHAPTER 38 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING FLOODS FOR THE VILLAGE OF STEGER, ILLINOIS.

Discussion and approval of maintenance agreement Schindler Elevator Corporation.

Communities for Christ Prayer Fest requests hosting the 13th Annual Steger Day of Prayer at the Gazebo on June 1st until 3pm with set up on May 31st 2019. Communities for Christ request the use of power for sound system, two extra trashcans and ten picnic tables.

Misericordia requests Friday & Saturday April 26 & 27, 2019 for its annual Jelly Belly Candy Days. Volunteers will collect donations at the intersection of 34th and Chicago Rd.

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 7TH day of January, 2019 in the Municipal Building of the Village of Steger with the Village Clerk Joseph M Zagone, Jr. attending. Clerk Zagone led all in attendance in the Pledge of Allegiance to the flag.

Village Clerk Zagone called for a motion for Pro Tem Chairman. Trustee Joyce made a motion to make Trustee Lopez Chairman Pro Tem. Motion was seconded by Trustee Buxton. Voice vote was called. All ayes. Motion carried.

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

Also present were: Village Administrator Mary Jo Seehausen, Police Chief Patrick Rossi, Fire Chief Nowell Fillion, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston and Community Center Director Diane Rossi.

AWARDS, HONORS AND SPECIAL RECOGNITION

None

MINUTES

Trustee Perchinski made a motion to approve the minutes of the December 17, 2018 meeting as written. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

AUDIENCE PARTICIPATION

Chairman Pro Tem Lopez announced that starting tonight anyone wishing to speak needed to sign in prior to the meeting and will be given three minutes.

Mary Laws of 3437 Jennifer Ct asked if they could be more specific on what property Resolution 1130 on the Agenda was referring to. Trustee Perchinski stated it was for a new business going in on 35th St & Chicago Rd, and the Village is trying to help with TIF funds to renovate the building.

Ms. Laws also inquired about Resolution 1131, wanting to know if we lost officers or safety personal. Trustee Perchinski stated we have been working with a skeleton crew and need to hire more officers. He also referred to Fire Chief Fillion who stated

Trustee Joyce made a motion to accept Resolution 1129. Trustee Skrezyna seconded the motion. Voice vote was called. All ayes. Motion carried

Resolution 1130 A RESOLUTION PROVIDING AN INDUCEMENT TO THE VILLAGE OF STEGER AND A DEVELOPER IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED IN THE VILLAGE OF STEGER FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

Trustee Perchinski noted this is 3444 Chicago Rd. Trustee Perchinski made a motion to adopt Resolution 1130. Motion seconded by Trustee Kozy. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Resolution 1131 A RESOLUTION TO PLACE A CERTAIN ADVISORY REFERENDUM QUESTION REGARDING THE HIRING OF ADDITIONAL PUBLIC SAFETY PERSONNEL TO BE VOTED ON AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 2, 2019 FOR THE VILLAGE OF STEGER, ILLINOIS.

Trustee Perchinski made a motion to adopt Resolution 1131. Motion seconded by Trustee Skrezyna. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Motion carried.

Trustee Perchinski made a motion to accept the Business License Application of SRM Wireless Inc. at 3400 Union Ave., Unit A. Motion seconded by Trustee Buxton. Roll was called. The following Trustees voted aye: Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. 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 7:24 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
CINTAS CORPORATION LOCKBOX 5012673213		01-00-33500		OFFICE SUPPLIES	39.68
HELSEL JEPPELSON ELECTRICAL INC 729378-1		01-00-33500		OFFICE SUPPLIES	36.50
HINCKLEY SPRINGS 17155983010219		01-00-33500		OFFICE SUPPLIES	23.44
WALTON OFFICE SUPPLY 306915-0		01-00-33500		OFFICE SUPPLIES	230.76
FEDEX OFFICE 6-418-26131		01-00-33600		POSTAGE	55.18
NEOFUNDS BY NEOPOST 11247254 0119		01-00-33600		POSTAGE	500.00
COMCAST BUSINESS 74482671		01-00-33700		905674223	432.18
COMCAST 010119		01-00-33700		TELEPHONE	106.10
VERIZON WIRELESS 9821581284		01-00-33700		TELEPHONE/CELL	307.23
COMCAST 010119		01-00-33701		CABLE/INTERNET	109.95
T & T BUSINESS SYSTEMS, INC. 98053		01-00-33901		COPIER RENTAL	141.00
FORTE 33814		01-00-33904			15.00
KANE MC KENNA AND ASSOCIATES INC 16038		01-00-34102		STEGER TIF	1312.50
GW & ASSOCIATES, PC 1901004		01-00-34500		CONSULTING SERVIC	4550.00
EIGNER'S FLOWERS-GIFTS 20036975		01-00-38900		J BRIGGS	134.95
EIGNER'S FLOWERS-GIFTS 20036975		01-00-38900		L HELDT	84.95
PROSHRED SECURITY 100121397		01-00-38917			45.00
PROSHRED SECURITY 100121471		01-00-38917		REFUSE/SHREDDING	45.00
KANKAKEE TENT & AWNING CO. 73793		01-00-38950		HOLIDAY DECORATIO	820.00
TOTAL FOR FUND 01		DEPT. 00			8989.42
GEMINI PLUMBING COMPANY INC 21725A		01-01-30265		J BOSCO	435.00
TOTAL FOR FUND 01		DEPT. 01			435.00
DRISCOLL, BRIAN 2018-12		01-06-34550		AO TICKETS	200.00
MUNICIPAL SYSTEMS, INC 16226		01-06-34901		CTICKETS	210.00
TOTAL FOR FUND 01		DEPT. 06			410.00

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
VERIZON WIRELESS	9821581284	01-07-33700		TELEPHONE/CELL	89.58
DRISCOLL, BRIAN	2018-12	01-07-34550		C-TICKETS	200.00
MUNICIPAL SYSTEMS, INC	16226	01-07-34902		ADMIN BLDG CODE	210.00
MUNICIPAL SYSTEMS, INC	16227	01-07-34902		ADMIN BLDG CODE	618.75
TOTAL FOR FUND 01		DEPT. 07			1118.33
ANDY FRAIN SERVICES INC	267964	01-19-30900		CROSSING GUARDS	2851.50
TOTAL FOR FUND 01		DEPT. 19			2851.50
ANDERSON, AARON	P10260138	01-20-31805		BATTERY FOR ENGIN	108.99
CHRISTENSON SUPERSTORE	123118	01-20-31805		VEHICLE MAINT	59.45
NICOR GAS	510009 010419	01-20-33200		HEAT	438.56
CINTAS CORPORATION LOCKBOX	5012673213	01-20-33501		SHOP SUPPLIES	39.68
HINCKLEY SPRINGS	17270146 122318	01-20-33501		SHOP SUPPLIES	77.56
VERIZON WIRELESS	9821581284	01-20-33700		TELEPHONE/CELL	159.62
CANON FINANCIAL SERVICES, INC	19645702	01-20-33901		EQUIPMENT RENTAL	238.20
COUNTY OF WILL	FEB.2019-001	01-20-34252		EASTCOM DISPATCH	4357.21
SKLAREWITZ UNIFORMS	BADGE TIES	01-20-37302		UNIFORMS	358.00
CONWAY SHIELD	0433291-IN	01-20-37805		NEW PERSONAL EQUI	548.44
TRAINING CONCEPTS, INC.	37942	01-20-38400		EMPLOYEE TRAINING	238.00
TOTAL FOR FUND 01		DEPT. 20			6623.71
ELMER & SON LOCKSMITHS INC	366934	01-40-31100		BUILDING MAINT	9.00
EVT TECH	4452	01-40-31805		VEHICLE MAINT	489.95
JAMES HERR & SONS	107804	01-40-31805		MAINT-VEHICLES	201.55
JAMES HERR & SONS	107817	01-40-31805		MAINT-VEHICLES	217.67
DACAV INDUSTRIES	8886	01-40-32900		NOTICE OF RIGHTS	77.95

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
FARKAS, ALEX J	011019		01-40-32900	FARKAS, A	25.00
NICOR GAS	510005 010419		01-40-33200	HEAT	644.44
ANDREWS PRINTING	63410		01-40-33400	PRINTING SUPPLIES	135.00
P. F. PETTIBONE & CO	175685		01-40-33400	PRINTING SUPPLIES	23.80
ACE HARDWARE IN STEGER	123118		01-40-33500	OFFICE SUPPLIES	12.55
COMCAST	010319		01-40-33700	TELEPHONE	133.29
COMCAST	94774 010619		01-40-33700	TELEPHONE	293.59
VERIZON WIRELESS	9821581284		01-40-33700	TELEPHONE/CELL	683.01
COMCAST	010319		01-40-33701	CABLE/INTERNET	109.95
COMCAST	95698 010619		01-40-33701	CABLE INTERNET	301.66
MOTOROLA SOLUTIONS-STARCOM	401411232018	13108 COLLECTI	01-40-33702		1386.00
CINTAS CORPORATION LOCKBOX	5012673216		01-40-33900	ALL OTHER SUPPLIE	88.45
FARKAS, ALEX J	011019		01-40-33900	FARKAS, A	45.00
CANON FINANCIAL SERVICES, INC	19645702		01-40-33901	EQUIPMENT RENTAL	238.20
SECRETARY OF STATE	122118		01-40-34100	LEGAL SERVICES	10.00
COUNTY OF WILL	FEB.2019-001		01-40-34252	EASTCOM DISPATCH	18441.37
THE EAGLE UNIFORM COMPANY INC	272720		01-40-37302	D'ANA	27.00
FARKAS, ALEX J	011019		01-40-37302	FARKAS, A	89.00
JCM UNIFORMS	750778		01-40-37302	G. HILLMAN	81.84
LEXISNEXIS RISK SOLUTIONS	20180930		01-40-38901	MONTHLY SUBSCRIPT	32.00
LEXISNEXIS RISK SOLUTIONS	20181031		01-40-38901	MONTHLY SUBSCRIPT	36.50
LEXISNEXIS RISK SOLUTIONS	20181130		01-40-38901	MONTHLY SUBSCRIPT	31.00
LEXISNEXIS RISK SOLUTIONS	20181231		01-40-38901	MONTHLY SUBSCRIPT	32.00
POLICE CHIEFS ASSOCIATION OF WILL COUNTY	2019		01-40-38901	DUES 2019	1000.00
SOUTH SUBURBAN MAJOR CRIMES TASK FORCE	01/08/19		01-40-38901	DUES	1000.00
SOUTH SUBURBAN ASSOC OF CHIEFS OF POLICE	2019		01-40-38901	DUES CHIEF ROSSI	50.00
SOUTH SUBURBAN ASSOC OF CHIEFS OF POLICE	2019		01-40-38901	DUES D.C. RUFF	50.00
POLICE CHIEFS OF WILL COUNTY-MCTF ACCNT	2019		01-40-38901	DUES CHIEF ROSSI	50.00
POLICE CHIEFS OF WILL COUNTY-MCTF ACCNT	2019		01-40-38901	DUES DC RUFF	50.00

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
			DESCRIPTION		DIST
TOTAL FOR FUND 01		DEPT. 40			26096.77
VERIZON WIRELESS	9821581284	01-42-33700		TELEPHONE/CELL	19.71
TOTAL FOR FUND 01		DEPT. 42			19.71
TOTAL FOR FUND 01				46544.44	
MERTS HVAC	102029	03-30-31100		BUILDING MAINT	185.00
MERTS HVAC	103438	03-30-31100		BUILDING MAINT	895.48
COMED	19001 010819	03-30-33100		ELECTRICITY	42.26
VERIZON WIRELESS	9821581284	03-30-33700		TELEPHONE/CELL	53.57
KONICA MINOLTA BUSINESS SOLUTIONS	9005310953	03-30-33703			33.28
JOHNSON CONTROLS SECURITY SOLUTIONS	31722510	03-30-33704		SECURITY SYSTEMS	10.28
PROTECTION 1 / ADT	122718	03-30-33704		SECURITY SYSTEM	48.64
ACE HARDWARE IN STEGER	123118	03-30-33900		OTHER SUPPLIES &	65.63
TOTAL FOR FUND 03		DEPT. 30			1334.14
ELMER & SON LOCKSMITHS INC	366712	03-31-31100		BUILDING MAINT	230.10
ACE HARDWARE IN STEGER	123118	03-31-32900		MAINT-MISCELLANEO	396.84
COMED	29006 0119	03-31-33100		ELECTRICITY	193.69
COMED	66000 0119	03-31-33100		ELECTRICITY	237.09
COMED	82008 0119	03-31-33100		ELECTRICITY	94.64
STANLEY CONVERGENT SECURITY SOLUTIONS	16190240	03-31-33704		SECURITY SYSTEM	155.97
STANLEY CONVERGENT SECURITY SOLUTIONS	16191903	03-31-33704		SECURITY SYSTEM	126.00
TOTAL FOR FUND 03		DEPT. 31			1434.33
TOTAL FOR FUND 03				2768.47	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
BTI TACTICAL	13385	04-00-37302		R BOREN	1147.05
TOTAL FOR FUND 04		DEPT. 00			1147.05
TOTAL FOR FUND 04					1147.05
GALLAGHER MATERIALS CORP	9028	06-00-31204			923.80
FASTENAL COMPANY	ILSTE150335	06-00-31800		MAINT-TOOLS_EQUIP	67.96
O'REILLY AUTO PARTS	3414-486961	06-00-31805		VEHICLE MAINT	54.31
T.R.L. TIRE SERVICE CORP	272887 9/10/18	06-00-31805		VEHICLE MAINT	27.00
COMED	52003 011419	06-00-33100		ELECTRIC	28.93
COMED	580004 0119	06-00-33100		ELECTRICITY	34.21
COMED	76056 011419	06-00-33100		ELECTRIC	1088.07
COMED	67036 011419	06-00-33101		ELECTRIC/WATER PU	1598.12
NICOR GAS	10001 010919	06-00-33200		HEAT	273.88
NICOR GAS	51000 2 011019	06-00-33200		HEAT	332.76
ACE HARDWARE IN STEGER	123118	06-00-33501		SHOP SUPPLIES	295.40
AIRGAS USA LLC	9084442246	06-00-33501		SHOP SUPPLIES	12.42
CINTAS CORPORATION LOCKBOX	5012673215	06-00-33501		SHOP SUPPLIES	106.45
CRETE LUMBER & SUPPLY CO	B135638	06-00-33501		SHOP SUPPLIES	32.63
FASTENAL COMPANY	ILSTE151090	06-00-33501		SHOP SUPPLIES	10.58
FASTENAL COMPANY	ILSTE151096	06-00-33501		SHOP SUPPLIES	8.76
FASTENAL COMPANY	ILSTE151126	06-00-33501		SHOP SUPPLIES	11.75
HINCKLEY SPRINGS	17155979010219	06-00-33501		SHOP SUPPLIES	103.17
VERIZON WIRELESS	9821581284	06-00-33700		TELEPHONE/CELL	350.79
JOHNSON CONTROLS SECURITY SOLUTIONS	31746647	06-00-33704		SECURTY SYSTEM	130.69
JOHNSON CONTROLS SECURITY SOLUTIONS	31848165	06-00-33704		SECURITY SYSTEM	194.96
REPUBLIC SERVICES #721	0721-006048429	06-00-33710			450.00
REPUBLIC SERVICES #721	0721006052339	06-00-33710			58999.04
UNIFIRST CORPORATION	062 0332640	06-00-33800		WEEKLY SERVICE	153.81 76.90

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
UNIFIRST CORPORATION	062 0332708	06-00-33800			UNIFORM SERVICE	69.18	
UNIFIRST CORPORATION	062 0333670	06-00-33800			UNIFORM SERVICE	69.18	
AIDE RENTALS & SALES	110975-1	06-00-33901			EQUIPMENT RENTAL	267.87	
WATER SOLUTIONS UNLIMITED	47220	06-00-33907			CHEMICALS	6396.40	
GW & ASSOCIATES, PC	1901004	06-00-34400			AUDIT ACCOUNTING	2450.00	
USA BLUE BOOK	771885	06-00-37800			TOOLS	276.06	
JULIE, INC	2019-1649	06-00-38902			JULIE	58.02	
TOTAL FOR FUND 06		DEPT. 00				74799.29	
TOTAL FOR FUND 06						74799.29	
FASTENAL COMPANY	ILSTE150100	07-00-31800			MAINT-TOOLS_EQUIP	105.11	
COMPLETE DIESEL CARE INC	6048	07-00-31805			VEHICLE MAINT	1354.03	
FASTENAL COMPANY	ILSTE151255	07-00-31805			VEHICLE MAINT	497.03	
MCCANN INDUSTRIES INC	123118	07-00-31805			VEHICLE MAINT	109.93	
MONARCH AUTO SUPPLY INC	6981-447461	07-00-31805			VEHICLE MAINT	67.08	
MONARCH AUTO SUPPLY INC	6981-447852	07-00-31805			VEHICLE MAINT	198.88	
ACE HARDWARE IN STEGER	123118	07-00-33501			SHOP SUPPLIES	383.06	
CINTAS CORPORATION LOCKBOX	5012673215	07-00-33501			SHOP SUPPLIES	106.46	
FASTENAL COMPANY	ILSTE151195	07-00-33501			SHOP SUPPLIES	40.36	
FASTENAL COMPANY	ILSTE151196	07-00-33501			SHOP SUPPLIES	10.41	
HINCKLEY SPRINGS	17155979010219	07-00-33501			SHOP SUPPLIES	103.16	
SOUTH HOLLAND PAPER CO.	418949	07-00-33501			SHOP SUPPLIES	124.13-	
SOUTH HOLLAND PAPER CO.	418949C	07-00-33501			SHOP SUPPLIES	124.13-	
SOUTH HOLLAND PAPER CO.	419476	07-00-33501			SHOP SUPPLIES	215.83	
SOUTH HOLLAND PAPER CO.	419476 011619	07-00-33501			SHOP SUPPLIES	91.70	
COMCAST	010119	07-00-33700			TELEPHONE	81.71	
COMCAST	010119	07-00-33701			CABLE/INTERNET	102.79	
UNIFIRST CORPORATION	062 0332640	07-00-33800			WEEKLY SERVICE	76.91	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
UNIFIRST CORPORATION	062 0332708	07-00-33800			UNIFORM SERVICE	69.18	
UNIFIRST CORPORATION	062 0333670	07-00-33800			UNIFORM SERVICE	69.18	
MUNICIPAL SYSTEMS, INC	16254	07-00-33900			SOFTWARE	1500.00	
INGALLS OCCUPATIONAL HEALTH	274647	07-00-34200			E PANSA	59.00	
TOTAL FOR FUND 07		DEPT. 00				4993.55	
TOTAL FOR FUND 07						4993.55	
COM ED	84103 011519	08-00-33102				718.61	
COMED	22049 0119	08-00-33102			ELECTRICITY	208.04	
COMED	24002 0119	08-00-33102			ELECTRICITY	171.37	
COMED	73007 0119	08-00-33102			ELECTRICITY	172.20	
COMED	80004 0119	08-00-33102			ELECTRICITY	52.08	
COMED	81001 0119	08-00-33102			ELECTRICITY	36.91	
TOTAL FOR FUND 08		DEPT. 00				1359.21	
TOTAL FOR FUND 08						1359.21	
PRO-AM TEAM SPORTS	AAM004834	13-50-37308			BASKETBALL EQUIPM	240.00	
TOTAL FOR FUND 13		DEPT. 50				240.00	
PRO-AM TEAM SPORTS	AAM004710	13-55-37305			VOLLEYBALL UNIFOR	1530.00	
TOTAL FOR FUND 13		DEPT. 55				1530.00	
TOTAL FOR FUND 13						1770.00	
GENUINE PARTS COMPANY INC	1990-586115	16-00-31805			VEHICLE MAINT	132.66	
GENUINE PARTS COMPANY INC	1990-586268	16-00-31805			VEHICLE MAINT	8.80	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GENUINE PARTS COMPANY INC	1990-586269	16-00-31805		VEHICLE MAINT	14.97
O'REILLY AUTO PARTS	3414-487307	16-00-31805		VEHICLE MAINT	32.37
MENARDS - MATTESON	91881	16-00-33501		SHOP SUPPLIES	131.47
COMCAST	72350 011019	16-00-33700		TELEPHONE	81.15
VERIZON WIRELESS	9821581284	16-00-33700		TELEPHONE/CELL	118.84
COMCAST	72350 011019	16-00-33701		CABLE/INTERNET	89.90
TOTAL FOR FUND 16		DEPT. 00			610.16
TOTAL FOR FUND 16				610.16	

** TOTAL CHECKS TO BE ISSUED		133992.17
01	CORPORATE	46544.44
03	PLAYGROUND/RECREATION	2768.47
04	POLICE PROTECTION	1147.05
06	WATER/SEWER FUND	74799.29
07	ROAD & BRIDGE	4993.55
08	MOTOR FUEL TAX	1359.21
13	BOOSTER CLUB	1770.00
16	H.S.E.M.	610.16
TOTAL FOR REGULAR CHECKS:		133,992.17

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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	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NICOR GAS	10009 110218	771 01-00-33200	01/10/19	8423 HEAT	66.82
TOTAL FOR FUND 01 DEPT. 00					66.82
NICOR GAS	10009 110218	771 01-20-33200	01/10/19	8423 HEAT	66.81
TOTAL FOR FUND 01 DEPT. 20					66.81
NICOR GAS	10005 120418	771 01-40-33200	01/10/19	8422 HEAT	644.44
NICOR GAS	10009 120518	771 01-40-33200	01/10/19	8424 HEAT	438.56
TOTAL FOR FUND 01 DEPT. 40					1083.00
TOTAL FOR FUND 01					1216.63
NICOR GAS	10001 120718	771 06-00-33200	01/10/19	8420 HEAT	134.38
NICOR GAS	10002 120418	771 06-00-33200	01/10/19	8421 HEAT	63.32
TOTAL FOR FUND 06 DEPT. 00					197.70
TOTAL FOR FUND 06					197.70
BARRETT, NICK	011119+011819	771 13-55-33200	01/18/19	8430 N. BARRETT	60.00
CECHOWSKI, DESTINY	011119+0111819	771 13-55-33200	01/18/19	8432 D. CECHOWSKI	60.00
GOURLEY, KATELYN	011119+011819	771 13-55-33200	01/18/19	8431 K. GOURLEY	160.00
RAYMOND, GABRIL	011119-011819	771 13-55-33200	01/18/19	8429 G. RAYMOND	160.00

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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	

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TOTAL FOR FUND 13	DEPT. 55			440.00
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TOTAL FOR FUND 13			440.00	
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** TOTAL MANUAL CHECKS LISTED			1854.33	
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** TOTAL OF ALL LISTED CHECKS			135846.50	
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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.

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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 “City”).

WHEREAS, the City 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 City’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 City 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 City.
- 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 City For Convenience. The City 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 City terminates this Agreement for convenience at any time during the Initial Term or any Renewal Term, then the City 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 City 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 City 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 City within five (5) days of each violations fund sweep to the City 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 City-controlled account as contemplated by Section 3.13. Net violation fund sweeps to the City 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.

3. SCOPE OF WORK

- 3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as the City'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 three (3) and a maximum of sixteen (16) intersection approaches identified by the City based on community safety and traffic needs. The cameras will be installed by Sensys Gatso on City owned or controlled poles at the selected intersection approaches. The City 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 City 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 City 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 City, Sensys Gatso will move a camera to a new intersection approach identified by the City in the manner described in Section 3.2. The City may elect to have Sensys Gatso train one (1) or more of the City'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 City designees have completed such training, upon seven (7) days prior written notice from the City 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 City shall be responsible for any damage to a Sensys Gatso camera incurred during, or as a result of, any relocation by the City.
- 3.4. Signage. Sensys Gatso will provide and install signage at no cost to the City informing inbound traffic that the City 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 City owned or controlled vehicle or other negligent act by the City. 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 City 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 City.
- 3.8. City Personnel Training. Sensys Gatso will provide System training related to the processing of violations, including training documentation, to City personnel designated by the City.

- 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 City 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 City'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 City 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 City'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 City'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 City'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 City (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. They City 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 City ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a City-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 City 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 City and communicated to Sensys Gatso prior to the Effective Date, for a period of three (3) years following the violation date. The City 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 City shall comply with all applicable State of Illinois and NLETS requirements.
- 3.16. Reports. Sensys Gatso shall provide monthly reports to the City 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 City. The City 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 City's request.

- 3.17. Public Awareness. Sensys Gatso shall assist and support the City'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 City with a pamphlet that the City may reproduce and distribute to City 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 City 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 City as an additional insured under all of the policies described in this Section 3.18 and shall file with the City certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.18 prior to commencing work on the System.

4. CITY RESPONSIBILITIES

- 4.1. City Project Manager. The City will designate one City employee as Sensys Gatso's principal contact at the City ("City Project Manager"). Such City Project Manager shall also assist with coordination among Sensys Gatso, the City Police Department, the City Engineering Office, the City Finance Department, the City Municipal Court and other designated City agencies.
- 4.2. Cooperation. The City will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the System and perform any other City obligations

set forth in this Agreement. For each installation performed by Sensys Gatso pursuant to Section 3.2 and 3.3, the City will provide to Sensys Gatso or its subcontractors the use of a bucket truck and the assistance of those City personnel reasonably requested by Sensys Gatso. The City 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 City will provide sworn City police officers, community service officers or any other city employee designated by the City 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 City 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 City shall be solely and exclusively responsible for all aspects of the hearing process as set forth in the City'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 City 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 City shall be forwarded to Sensys Gatso for processing. The City 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 City 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 City 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 City will (i) provide to Sensys Gatso an accounting of any funds associated with collection efforts by the City, 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 City will provide written authorization (in a form reasonably acceptable to the City) for Sensys Gatso to perform WSDOL inquiries on behalf of the City.
- 4.7. Preexisting Camera Poles. The City 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 City 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 City 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 City set forth in Section 5.3.2;
- b. negligence or misconduct of the City 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 City'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 City'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 City and its elected officials, officers, employees, agents, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the "City 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 City 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 City 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 CITY 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 City 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 City 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 City for all loss or damage that the City may suffer thereby, and this Agreement will be null and void, at the City'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 City 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 City 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 CITY'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 City. 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 City 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 City 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 City 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:

City: [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 City or any other governmental entities for the installation and operation of the camera poles. The City will provide to Sensys Gatso, at no cost, all City 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 City 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 City 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 City owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the City. 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 City 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.

Security's Federal Emergency Management Agency ("FEMA") completed an updated flood insurance study ("FIS") and an updated Flood Insurance Rate Map ("FIRM") for Will County, dated February 15, 2019; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to adopt the Will County Stormwater Management Ordinance, as amended and approved by the Will County Board on November 28, 2018 in order to ensure that the Village remains eligible to participate in the National Flood Insurance Program and a Certified Community;

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

SECTION 1: The Village hereby adopts the provisions of the Will County Storm Water Management Ordinance, as amended and approved by the Will County Board on November 28, 2018, by reference.

SECTION 2: The Village plans on utilizing staff and/or consultants to implement and enforce this resolution.

SECTION 3: The Village will include, in any new annexation agreements, a provision requiring every other party to the said agreement to affirmatively agree to comply with the Will County Stormwater Management Ordinance as amended from time to time.

SECTION 4: The Village agrees that the Village will be bound by the rules and procedures of the Will County Stormwater Management Committee, by which certification is granted or revoked and County jurisdiction is reasserted over the enforcement of this resolution within the boundaries of the community.

SECTION 5: Effective Date: That this resolution shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

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:

ORDINANCE NO. 1208

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

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. 231st 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

ORDINANCE NO. 1208

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

residents to amend Chapter 38 of the Village of Steger, Illinois Municipal Code (the "Village Code") in order to ensure that the Village remains a participant of the NFIP;

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 amend Chapter 38 of the Village Code to ensure the Village's continued participation in the NFIP.

**ARTICLE II.
AMENDMENT TO CHAPTER 38 OF THE MUNICIPAL CODE OF STEGER,
ILLINOIS**

**SECTION 3: Amendment to Chapter 38 of the Village of Steger
Municipal Code.**

Chapter 38 of the Village of Steger, Illinois Municipal Code, titled "Floods" is hereby amended by deleting said section in its entirety, excepting the title, and in lieu thereof, inserting the following:

Secs. 38-1—38-25. - Reserved.

Sec. 38-26. - Purpose.

This Chapter is enacted pursuant to the police powers granted to the Village by 65 ILCS 5/1-2-1, 5/11-12-12, 5/11-30-2, 5/11-30-8, and 5/11-31-2. The purpose of this Chapter is to maintain the Village's eligibility in the National Flood Insurance Program; to minimize

ORDINANCE NO. 1209

potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and to preserve and enhance the quality of surface waters, conserve economic and natural values and provide for the wise utilization of water and related land resources. This chapter is adopted in order to accomplish the following specific purposes:

To meet the requirements of 615 ILCS 5/18(g) Rivers, Lakes and Streams Act;

- (a) To assure that new development does not increase the flood or drainage hazards to others, or creating unstable conditions susceptible to erosion;
- (b) To protect new buildings and major improvements to buildings from flood damage;
- (c) To protect human life and health from the hazards of flooding;
- (d) To lessen the burden on the taxpayer for flood control projects, repairs to flood-damaged public facilities and utilities, and flood rescue and relief operations; and
- (e) To make federally subsidized flood insurance available for property in the *Village* by fulfilling the requirements of the National Flood Insurance Program;
- (f) To comply with the rules and regulations of the National Flood Insurance Program codified as 44 CFR 59-79, as amended.
- (g) To protect, conserve, and promote the orderly development of land and water resources; and
- (h) To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

Sec. 38-27. – Definitions.

For the purposes of this chapter, the following definitions are adopted:

- (a) **Accessory Structure** A non-habitable structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.
- (b) **Act** An act in relation to the regulation of the rivers, lakes and streams of the State of Illinois", 615 ILCS 5/5 et seq.
- (c) **Applicant** Any person, firm, corporation or agency which submits an application.

ORDINANCE NO. 1209

- (d) **Appropriate Use** Only uses of the designated floodway that are permissible and will be considered for permit issuance. The only uses that will be allowed are as specified in Sec. 38-31(b).
- (e) **Base Flood** The flood having a one-percent chance of being equaled or exceeded in any given year. The base flood is also known as the 100-year frequency flood event. Application of the base flood elevation at any location is as defined in Section 38-29. of this Chapter.
- (f) **Base Flood Elevation (BFE)** The elevation in relation to mean sea level of the crest of the base flood.
- (g) **Basement** That portion of the building having its floor subgrade (below ground level) on all sides.
- (h) **Building** A walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings, and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than 180 days per year.
- (i) **Channel** Any river, stream, creek, brook, branch, natural or artificial depression, ponded area, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or man-made drainageway, which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.
- (j) **Channel Modification** Alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes damming, rip-rapping (or other armoring), widening, deepening, straightening, relocating, lining and significant removal of native vegetation from the bottom or banks. Channel modification does not include the clearing of dead or dying vegetation, debris, or trash from the channel. Channelization is a severe form of channel modification involving a significant change in the channel cross-section and typically involving relocation of the existing channel (e.g. straightening).
- (k) **Compensatory Storage** An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural flood storage capacity when artificial fill or structures are placed within the floodplain. The uncompensated loss of natural floodplain storage can increase off-site floodwater elevations and flows.
- (l) **Conditional Approval of a Designated Floodway Map Change** Preconstruction approval by IDNR/OWR and FEMA of a proposed change to the floodway map. This preconstruction approval, pursuant to this Part, gives assurances to the property owner that once an Appropriate Use is constructed according to permitted plans, the floodway map can be changed, as previously agreed, upon review and acceptance of as-built plans.
- (m) **Conditional Letter of Map Revision (CLOMR)** A letter which indicates that FEMA will revise base flood elevations, flood insurance rate zones, flood boundaries or floodway as shown on an effective Flood Hazard Boundary Map

or Flood Insurance Rate Map, once the as-built plans are submitted and approved.

- (n) **Control Structure** A structure designed to control the rate of flow that passes through the structure, given a specific upstream and downstream water surface elevation.
- (o) **Critical Facility** Any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers), and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances). Examples of critical facilities where flood protection is recommended include: sewage treatment plants, water treatment plants, and pumping stations.
- (p) **Dam** All obstructions, wall embankments or barriers, together with their abutments and appurtenant works, if any, constructed for the purpose of storing or diverting water or creating a pool. Dams may also include weirs, restrictive culverts or impoundment structures. Underground water storage tanks are not included.
- (q) **Delegated Community** A community delegated state permitting authority in the floodway
- (r) **Designated Floodway** The channel, including on-stream lakes, and that portion of the floodplain adjacent to a stream or watercourse, generally depicted on the FEMA FIRM map, which is needed to store and convey the existing 100-year frequency flood discharge with no more than a 0.1 foot increase in stage due to the loss of flood conveyance or storage, and no more than a 10 percent increase in velocities.
 - (1) The floodways are designated for on the countywide Flood Insurance Rate Map of Cook County prepared by FEMA and dated August 19, 2008 and the Flood Insurance Rate Map of Will County prepared by FEMA dated February 15, 2019. When two floodway maps exist for a waterway, the more restrictive floodway limit shall prevail.
 - (2) The floodways for those parts of unincorporated Cook County that are within the extraterritorial jurisdiction of the Village that may be annexed into the Village are designated Thorn and Deer Creek on the countywide Flood Insurance Rate Maps prepared by FEMA and dated August 19, 2008 for Cook County and February 15, 2019 for Will County.
 - (3) To locate the designated floodway boundary on any site, the designated floodway boundary should be scaled off the designated floodway map and located on a site plan, using reference marks common to both maps.

Where interpretation is needed to determine the exact location of the designated floodway boundary, IDNR/OWR should be contacted for the interpretation.

- (s) **Development** Any man-made change to real estate, including:
- (1) Construction, reconstruction, repair, or placement of a building or any addition to a building;
 - (2) Substantial improvement of an existing building;
 - (3) Installing a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer or recreational vehicle on a site for more than 180 days in any calendar year. If a travel trailer or recreational vehicle is on site for more than 180 days in any calendar year, it must be fully licensed and ready for highway use;
 - (4) Installing utilities, construction of roads, bridges, or similar projects;
 - (5) Demolition of a structure, redevelopment of a site, clearing of land as an adjunct of construction;
 - (6) Construction or erection of levees, walls, fences, dams, or culverts; channel modification;
 - (7) Filling, dredging, grading, excavating, paving, drilling, mining or other non-agricultural alterations of the ground surface;
 - (8) Storage of materials including the placement of gas and liquid storage tanks, and channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters;
 - (9) Any other activity of man that might change the direction, height, or velocity of flood or surface water, including extensive vegetation removal;

Development does not include such activities as re-surfacing of pavement when there is no increase in elevation, or gardening, plowing, and similar agricultural practices that do not involve filling, grading, or construction of levees.

- (t) **Elevation Certificates** A form published by FEMA that is used to certify the elevation to which a building has been elevated.
- (u) **Erosion** The general process whereby soils are moved by flowing water or wave action.
- (v) **Exempt Organizations** Organizations which are exempt from this chapter per Illinois Compiled Statutes (ILCS) including state, federal or local units of government.
- (w) **Existing Manufactured Home Park or Subdivision** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on

which the manufactured homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the Village's initial floodplain management regulations.

- (x) **Expansion to an Existing Manufactured Home Park or Subdivision** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- (y) **FEMA** Federal Emergency Management Agency and its regulations at 44 CFR 59-79, as amended.
- (z) **Flood** A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waves, or the unusual and rapid accumulation or runoff of surface waters from any source.
- (aa) **Flood Frequency** A period of years, based on a statistical analysis, during which a flood of a stated magnitude may be expected to be equaled or exceeded.
- (bb) **Flood Fringe** That portion of the floodplain outside of the designated floodway.
- (cc) **Flood Insurance Rate Maps (FIRM)** A map prepared by FEMA that depicts the floodplain or Special Flood Hazard Area within a community. This map includes insurance rate zones and floodplains and may or may not depict floodways and show base flood elevation.
- (dd) **Flood Insurance Study** An examination, evaluation and determination of flood hazards and if appropriate, corresponding water surface elevations.
- (ee) **Floodplain (or Special Flood Hazard Area (SFHA))** These two terms are synonymous. Means any land area susceptible to being inundated by water from any source. Floodplain also includes those areas of known flooding as identified by the community.
 - (1) The floodplains are those lands within the jurisdiction of the Village that are subject to inundation by the base flood. The floodplains of the Village are generally identified as such on panel numbers 17031C0807J, 0826J, 0827J of the countywide Flood Insurance Rate Map prepared for Cook County by the FEMA and dated August 19, 2008 and as such on panel numbers 17497C0359, and 0378 of the countywide Flood Insurance Rate Map prepared for Will County by the FEMA and dated February 15, 2019.
 - (2) The floodplains of those parts of unincorporated Cook and Will Counties that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village are generally identified as such on panel numbers 17031C0807J, 0826J, 0827J of the countywide Flood Insurance Rate Map prepared for Cook County by the FEMA and dated August 19, 2008 and as such on panel numbers 17497C0359, and 0378

of the countywide Flood Insurance Rate Map prepared for Will County by the FEMA and dated February 15, 2019.

- (ff) **Floodproofing** Any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- (gg) **Floodproofing Certificate** A form published by FEMA that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.
- (hh) **Flood Protection Elevation (FPE)** The elevation of the base flood or 100-year frequency floods plus one foot of freeboard at any given location in the floodplain.
- (ii) **Floodway** See 38-27(r) Designated Floodway.
- (jj) **Freeboard** An increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.
- (kk) **Historic Structure** Any structure that is:
 - (1) Listed individually in the National Register of Historic Places or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - (2) Certified or preliminary determined by the Secretary of the Interior as contributing to the historic district or a district preliminary determined by the Secretary to qualify as a registered historic district;
 - (3) Individually listed on the State inventory of historic places by the Illinois Historic Preservation Agency;
 - (4) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.
- (ll) **Hydrologic and Hydraulic Calculations** Engineering analysis which determine expected flood flows and flood elevations based on land characteristics and rainfall events.
- (mm) **IDNR/OWR** Illinois Department of Natural Resources, Office of Water Resources.
- (nn) **Letter of Map Amendment (LOMA)** Official determination by FEMA that a specific structure is not in a 100-year floodplain; amends the FIRM.
- (oo) **Letter of Map Revision (LOMR)** Letter that revises base flood or 100-year frequency flood elevations, floodplains or floodways as shown on an effective FIRM.

- (pp) **Lowest Floor** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a buildings lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.
- (qq) **Manufactured Home** A structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- (rr) **Manufactured Home Park or Subdivision** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- (ss) **New Construction** New construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- (tt) **New Manufactured Home Park or Subdivision** Manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) has been completed on or after the effective date of the Village initial floodplain management regulations..
- (uu) **NAVD 88** National American Vertical Datum of 1988. NAVD 88 supersedes the National Geodetic Vertical Datum of 1929 (NGVD).
- (vv) **Natural** When used in reference to channels means those channels formed by the existing surface topography of the earth prior to changes made by man. A natural stream tends to follow a meandering path; its floodplain is not constrained by levees; the area near the bank has not been cleared, mowed or cultivated; the stream flows over soil and geologic materials typical of the area with no substantial alteration of the course or cross-section of the stream caused by filling or excavating. A modified channel may regain some natural characteristics over time as the channel meanders and vegetation is re-established. Similarly, a modified channel may be restored to more natural conditions by man through regarding and revegetation.
- (ww) **Ordinary High Water Mark (OHWM)** The point on the bank or shore up to which the presence and action of surface water is so continuous so as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation or other easily recognized characteristics.
- (xx) **Public Flood Control Project** A flood control project which will be operated and maintained by a public agency to reduce flood damages to existing buildings

and structures, including a hydrologic and hydraulic study of the existing and proposed conditions of the watershed. Nothing in this definition shall preclude the design, engineering, construction or financing, in whole or in part, of a flood control project by persons or parties who are not public agencies.

- (yy) **Public Bodies of Waters** All open public streams and lakes capable of being navigated by watercraft, in whole or in part, for commercial uses and purposes, and all lakes, rivers, and streams which in their natural condition were capable of being improved and made navigable, or that are connected with or discharge their waters into navigable lakes or rivers within, or upon the borders of the State of Illinois, together with all bayous, sloughs, backwaters, and submerged lands that are open to the main channel or body of water directly accessible thereto.
- (zz) **Recreational Vehicle or Travel Trailer** A vehicle which is:
- (1) Built on a single chassis;
 - (2) 400 square feet or less when measured at the largest horizontal projection;
 - (3) Designed to be self-propelled or permanently towable by a light duty truck; and
 - (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (aaa) **Regional Permits** Regional permits are offered for pre-approved projects which are considered minor projects that are permissible per IDNR/OWR Part 3708 rules for Northeastern Illinois regulatory floodways. A complete listing of the terms and conditions for specific project types can be obtained from the IDNR/OWR website.
- (bbb) **Registered Land Surveyor** A land surveyor registered in the State of Illinois, under The Illinois Land Surveyors Act. (225 ILCS 330/1, et seq.)
- (ccc) **Registered or Licensed Professional Engineer (P.E.)** An engineer registered in the State of Illinois, under The Illinois Professional Engineering Practice Act. (225 ILCS 325/1 et seq.)
- (ddd) **Repetitive Loss** Flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damaged occurred.
- (eee) **Retention/Detention Facility** A retention facility stores stormwater runoff without a gravity release. A detention facility provides for storage of stormwater runoff and controlled release of this runoff during and after a flood or storm.

- (fff) **Riverine Floodplain** Any floodplain or SFHA subject to flooding from a river, creek, intermittent stream, ditch, on-stream lake system or any other identified channel. This term does not include areas subject to flooding from lakes, ponding areas, areas of sheet flow, or other areas not subject to overbank flooding.
- (ggg) **Runoff** The water derived from melting snow or rain falling on the land surface, flowing over the surface of the ground or collected in channels or conduits.
- (hhh) **Sedimentation** The processes that deposit soils, debris, and other materials either on other ground surfaces or in bodies of water or watercourses.
- (iii) **Special Flood Hazard Area (SFHA)** See 38-27(ee) "Floodplain".
- (jjj) **Start of Construction** Includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.
- (kkk) **Statewide Permits** Statewide permits are offered for pre-approved projects that are considered minor projects which are permissible per the IDNR/OWR Part 3700 rules. A complete listing of the statewide permits and permit requirements can be obtained from the IDNR/OWR website.
- (III) **Structure** See 38-27(h) "Building".
- (mmm) **Substantial Damage** Damage of any origin sustained by a structure whereby the cumulative percentage of damage subsequent to the adoption of this chapter equals or exceeds 50 percent of the market value of the structure before the damage occurred **regardless of actual repair work performed**. Volunteer labor and materials must be included in this determination. The term includes Repetitive Loss Buildings. See 38-27(ddd) "Repetitive Loss".
- (nnn) **Substantial Improvement** Any reconstruction, rehabilitation, addition, or improvement of a structure taking place subsequent to the adoption of this chapter during the life of the building in which the cumulative percentage of improvements equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started, **or increases the floor area by more than twenty percent (20%)**.

- (1) "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual work done.
- (2) The term does not, however, include either:
 - i. any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
 - ii. any alteration of a "historic structure" listed on the National Register of Historic Places or the Illinois Register of Historic Places, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (ooo) **Transition Section** Reaches of the stream or floodway where water flows from a narrow cross-section to a wide cross-section or vice versa.
- (ppp) **Violation** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance, is presumed to be in violation, until such time as that documentation is provided.

Sec. 38-28. - Duties of the Village Administrator

(a) Determining the Floodplain Designation.

- (1) Check all new development sites to determine whether they are in a floodplain using criteria listed in Section 38-29., Base Flood Elevations.
- (2) If they are in a floodplain, determine whether they are in a floodway, flood fringe or in a floodplain for which a detailed study has not been conducted and which drains more than one (1) square mile.
 - (i) If the site is within a flood fringe, the Village Administrator shall require that the minimum requirements of Section 38-30 be met.
 - (ii) If the site is within a floodway, the Village Administrator shall require that the minimum requirements of Section 38-31 be met.
 - (iii) If the site is located within a floodplain for which no detailed study has been completed and approved, the Village Administrator shall require that the minimum requirements of Section 38-32 be met.

(b) **Professional Engineer Review.**

- (1) If the development site is within a floodway or in a floodplain for which a detailed study has not been conducted and which drains more than one square mile, the permit shall be referred to a P.E. under the employ or contract of the Village for review to ensure that the development meets Sections 38-31 or 38-32.
- (2) In the case of an Appropriate Use, the P.E. shall state in writing that the development meets the requirements of Section 38-31.

(c) **Dam Safety Requirements.**

Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.

(d) **Other permit requirements.**

Ensure any and all required federal, state and local permits are received prior to the issuance of a floodplain development permit.

(e) **Plan Review and Permit Issuance.**

- (1) Ensure that all development activities within the floodplains of the jurisdiction of the Village meet the requirements of this chapter.
- (2) Issue a floodplain development permit in accordance with the provisions of this chapter and other regulations of this community when the development meets the conditions of this chapter.

(f) **Inspection Review.**

- (1) Inspect all development projects before, during and after construction to assure proper elevation of the structure and to ensure compliance with the provisions of this chapter.
- (2) Schedule on an annual basis an inspection of the floodplain and document the results of the inspection.

(g) **Substantial Damage and Substantial Improvement Determinations.**

Establish, in coordination with the Village Administrator, procedures for administering and documenting determinations, as outlined below, of substantial improvement and substantial damage made pursuant to Section 38-33.

- (1) Determine the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be

the market value before the damage occurred and before any repairs are made.

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
- (3) Determine and document whether the proposed work constitutes substantial improvement or substantial damage.
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Village and this chapter is required.

(h) Elevation and Floodproofing Certificates.

Maintain permit files including:

- (1) An Elevation Certificate certifying the elevation of the lowest floor (including basement) of a residential or non-residential building subject to Section 38-33 of this chapter, and/or;
- (2) The elevation to which a non-residential building has been floodproofed, using a Floodproofing Certificate, for all buildings subject to Section 38-33 of this chapter.

(i) Records for Public Inspection.

Maintain for public inspection and furnish upon request all permit records, including but not limited to base flood data, floodplain and designated floodway maps, copies of federal or state permit documents, variance documentation, soil compaction records, Conditional Letter of Map Revision, Letter of Map Revision, Letter of Map Amendment, "as-built" elevation, floodproofing certificates and elevation certificates for all buildings constructed subject to this chapter.

(i) State Permits.

Ensure that construction authorization has been granted by IDNR/OWR, for all development projects subject to Sections 38-31 and 38-32 of this chapter, **unless enforcement responsibility has been delegated to the Village.** However, the following review approvals are not delegated to the Village) and shall require review or permits from IDNR/OWR:

- (1) Organizations which are exempt from this chapter, as per the Illinois Compiled Statutes;

(2) IDNR/OWR projects, dams and all other state, federal or local unit of government projects, including projects of the Village, except for those projects meeting the requirements of Section 38-31(b)(1);

(3) An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, per Section 38-31(b)(3)(v);

(4) An engineer's analysis of the flood profile due to Section 38-31(b)(3)(iv);

(5) Alternative transition sections and hydraulically equivalent compensatory storage as indicated in Section 38-31(b)(3) (38-31(b)(3)(i), 38-31(b)(3)(ii), 38-31(b)(3)(viii));

(6) Permit issuance of structures within, under, or over publicly navigable rivers, lakes and streams;

(7) Any changes in the mapped floodway or published flood profiles.

(k) Cooperation with Other Agencies.

(1) Cooperate with state and federal floodplain management agencies to improve base flood or 100-year frequency flood and floodway data and to improve the administration of this chapter;

(2) Submit data to IDNR/OWR and FEMA for proposed revisions of a regulatory map within 6 months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map;

(3) Submit reports as required for the National Flood Insurance Program; and

(4) Notify FEMA of any proposed amendments to this chapter.

(l) Promulgate Regulations.

Promulgate rules and regulations as necessary to administer and enforce the provisions of this chapter, subject however to the review and approval of IDNR/OWR and FEMA for any changes.

(m) Variances

If a variance is to be granted, the Village Administrator shall Review the requirements of Section 38-35 to make sure they are met. In addition, the Village Administrator shall complete all notifications requirements.

(n) Enforcement

In order to assure that property owners obtain permits as required in the Ordinance, the Village Administrator may take any and all actions as outlined in Section 38-37.

Sec. 38-29. - Base Flood Elevation

This chapters protection standard is based on the Flood Insurance Study for Cook and Will County.

- (1) If a base flood elevation is not available for a particular site, then the protection standard shall be according to the best existing data available from federal, state or other sources.
 - (2) When a party disagrees with the best available data, they shall submit a detailed engineering study needed to replace existing data with better data and submit it to IDNR/OWR and FEMA for review and consideration prior to any development of the site.
- (a) The base flood elevation for the floodplains of Thorn Creek and Deer Creek shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of Cook County prepared by FEMA dated August 19, 2008 and the Flood Insurance Study of the Will County prepared by FEMA dated February 15, 2019 and such amendments to such studies and maps as may be prepared from time to time.
 - (b) The base flood elevation for the floodplains of those parts of unincorporated Cook and Will Counties that are within the extraterritorial jurisdiction of the Village or that may be annexed into the Village shall be as delineated on the 100-year flood profiles in the Flood Insurance Study of Cook County prepared by FEMA and dated August 19, 2008 and the Flood Insurance Study of Will County prepared by FEMA and dated February 15, 2019 and such amendments or revisions to such study and maps as may be prepared from time to time.
 - (c) The base flood or 100-year frequency flood elevation for each floodplain delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the countywide Flood Insurance Rate Map of Cook County and dated August 19, 2008 and the Flood Insurance Map of Will County dated February 15, 2019 and such amendments or revisions to such study and maps as may be prepared from time to time.
 - (d) The base flood or 100-year frequency flood elevation for each of the remaining floodplains delineated as an "A Zone" on the countywide Flood Insurance Rate Map of Cook and Will Counties shall be according to the best existing data available from federal, state or other sources. Should no other data exist, an engineering study must be financed by the applicant to determine base flood elevations.
 - (1) When no base flood or 100-year frequency flood elevation exists, the base flood or 100-year frequency flood elevation for a riverine floodplain shall be determined from a backwater model, such as HEC-II, HEC-RAS, or a dynamic model such as HIP.
 - (2) The flood flows used in the hydraulic models shall be obtained from a hydrologic model, such as HEC-HMS, HEC-1, TR-20, or HIP, or by

techniques presented in various publications prepared by the United States Geological Survey for estimating peak flood discharges.

Sec. 38-30. - Occupation and Use of Flood Fringe Areas.

Development in and/or filling of the flood fringe will be permitted if protection is provided against the base flood or 100-year frequency flood by proper elevation, and compensatory storage, and other applicable provisions of this chapter. No use will be permitted which adversely affects the capacity of drainage facilities or systems. Developments located within the flood fringe shall meet the requirements of this Section, along with the requirements of Section 38-33.

(a) Development Permit

- (1) No person, firm, corporation, or governmental body not exempted by law shall commence any development in the floodplain without first obtaining a development permit from the Village Administrator.
- (2) Application for a development permit shall be made on a form provided by the Village Administrator.
 - i. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions and legal description for the property and sealed by a licensed engineer, architect or land surveyor; existing grade elevations, using the NAVD of 1988, and all changes in grade resulting from excavation or filling; the location and dimensions of all buildings and additions to buildings.
 - ii. For all proposed buildings, the elevation of the lowest floor (including basement) and lowest adjacent grade shall be shown on the submitted plans and the development will be subject to the requirements of Section 38-33 of this chapter.
- (3) Upon receipt of a development permit application, the Village Administrator shall compare the elevation of the site to the base flood or 100-year frequency flood elevation.
 - i. Any development located on land that can be shown to be higher than the base flood elevation of the current Flood Insurance Rate Map and which has not been filled after the date of the site's first Flood Insurance Rate Map without a permit, as required by this chapter, is not in the floodplain and, therefore, not subject to the requirements of this chapter. Conversely, any development located on land shown to be below the base flood elevation and hydraulically connected, but not shown on the current Flood Insurance Rate Map, is subject to the provisions of this chapter.
 - ii. The Village Administrator shall maintain documentation of the existing ground elevation at the development site and certification

that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

- (4) The Village Administrator shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or waivers that may be required for this type of activity. The Village Administrator shall not issue a permit unless all other federal, state, and local permits have been obtained.
- (5) A development permit or approval shall become invalid unless the Start of Construction, for work authorized by such permit, is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(b) Preventing Increased Damages

- (1) No development in the flood fringe shall create a threat to public health and safety.
- (2) If fill is being used to elevate the site above the base flood or 100-year frequency flood elevation, the applicant shall submit sufficient data and obtain a letter of map revision (LOMR) from FEMA for the purpose of removing the site from the floodplain.
- (3) Compensatory Storage.
 - i. Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation.
 - ii. The excavation volume shall be at least equal to 1.5 times the volume of storage lost due to the fill or structure
 - iii. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.
 - iv. All floodplain storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All floodplain storage lost above the existing 10-year flood elevation shall be replaced above the proposed 10-year flood elevation.
 - v. All such excavations shall be constructed to drain freely and openly to the watercourse.

(c) **Construction of a Building under a LOMR Based on Fill**

A person who has obtained a Letter of Map Revision Based on Fill that removes a site in the floodplain due to the use of fill to elevate the site above the BFE, may apply for a permit from the Village to construct the lowest floor of a building below the BFE in the floodplain. The Village Administrator shall not issue such a permit unless the applicant has complied with all the criteria set forth in the following subsection and maintain the documentation verifying such compliance.

- (1) Compensatory storage shall be provided per Section 38-30(b)(3).
- (2) The elevation of the lowest opening in the basement wall (i.e., window wells, access ways) shall be at or above the Flood Protection Elevation (FPE).
- (3) The lowest adjacent grade to the foundation shall be at or above the FPE, for a minimum distance of ten (10) feet beyond the outside face of the structure. However, if site conditions are such that this requirement cannot be met, the Village Administrator may waive the ten (10) foot minimum setback if an Illinois Licensed P.E. certify that an alternative method to protect the building from damage due to hydrostatic pressures has been met. The certifications shall be in the form of a detailed soils and structural design analysis, which shall be submitted to the Village Administrator for review. The Village Administrator may require such additional documentation as necessary to prove that the proposed shorter setback distance will keep the structure reasonably safe. In no case shall the setback distance be less than four (4) feet.
- (4) The grade around the perimeter of the structure, measured at a distance of twenty (20) feet from the structure, shall be above the BFE. However, if site conditions are such that this requirement cannot be obtained, the Village Administrator may waive the twenty (20) foot minimum setback distance if an Illinois Licensed P.E. certifies that an alternative method to protect the building from damages due to hydrostatic pressures have been met. A detailed soils analysis and structural design proving that a shorter setback distance will keep the structure reasonably safe from flooding, shall be submitted to the Village for review. In no case shall the setback distance be less than four (4) feet.
- (5) The ground around the building shall be compacted fill that meets all requirements of this subsection and is at least five (5) feet thick under the basement floor slab. Nothing in this subsection shall be interpreted to require the removal or replacement of fill that was placed as part of a LOMR-F, if such fill consists of material, including soils of similar classification and degree permeability, such as those classified as CH, CL, SC or ML according to ASTM standard D-2487, Classification of Soils for Engineering Purposes.

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- (6) The fill material must be homogeneous and isotropic; that is, the soil must be all of one material, and the engineering priorities must be in the same direction.
- (7) All fill material and compaction shall be designed, certified and inspected by an Illinois Licensed P.E., as warranted by the site conditions.
- (8) The basement floor shall be at an elevation that is no more than five (5) below the BFE.
- (9) There shall be a granular drainage layer beneath the floor slab, and minimum of one quarter (¼) horsepower sump pump with a backup power supply shall be provided to remove seepage flow. The pump shall be rated at four (4) times the estimated seepage rate and shall discharge above the BFE and away from the building in order to prevent flooding of the basement or uplift of the floor under the effect of the seepage pressure.
- (10) The drainage system shall be equipped with a positive means of preventing backflow.
- (11) All foundation elements shall be designed to withstand hydrostatic pressure in accordance with accepted engineering practices.
- (12) If the applicant is unable to meet all of the requirements set forth in the preceding paragraphs of this subsection, the Village Administrator may allow the construction of a basement below the BFE only if the applicant demonstrates that the proposed fill and structure meet the guidelines and requirements set forth in FEMA Technical Bulletin 10-01 and are reasonably safe from flooding. In order to demonstrate that the proposed structure is reasonably safe from flooding, the applicant shall submit a detailed engineering analysis of the proposed fill and foundation wall. The engineered basement study shall be completed in accordance with the latest edition of FEMA Technical Bulletin 10-01, with the analysis of the fill being prepared by an Illinois Licensed P.E.
- (13) In order to provide the required compensatory storage on site, in no case shall the depth of excavation in the front and side yards of the lot exceed eighteen (18) inches, as measured from the previously existing natural grade. The rear yard shall be permitted to have a greater depth of excavation, if necessary. All such excavation shall be constructed to drain freely and openly to the watercourse or storm sewer system. The use of mechanical means to drain the compensatory storage area will not be permitted.

Section 38-31. - Occupation and Use of Designated Floodways.

This section applies to proposed development, redevelopment, site modification or building modification within a designated floodway. The designated floodway for Thorn and Deer Creek shall be as delineated on the countywide Flood Insurance Rate Maps of Cook and Will Counties and referenced in Section 38-27(cc). Only those uses and

structures will be permitted which meet the criteria in this section. All floodway modifications shall be the minimum necessary to accomplish the purpose of the project. The development shall also meet the requirements of Section 38-33.

(a) **Development Permit**

- (1) No person, firm, corporation or governmental body, not exempted by state law, shall commence any development in a floodway without first obtaining a development permit from IDNR/OWR.
- (2) In a Delegated Community, an application for a development permit shall be made on a form provided by the Village Administrator. The application shall include the following information:
 - i. Name and address of applicant
 - ii. Site location (including legal description) of the property, drawn to scale, on the designated floodway map, indicating whether it is proposed to be in an incorporated or unincorporated area
 - iii. Name of stream or body of water affected
 - iv. Description of proposed activity
 - v. Statement of purpose of proposed activity
 - vi. Anticipated dates of initiation and completion of activity
 - vii. Name and mailing address of the owner of the subject property if different from the applicant
 - viii. Signature of the applicant or the applicant's agent
 - ix. If the applicant is a corporation, the president or other authorized officer shall sign the application form
 - x. If the applicant is a partnership, each partner shall sign the application form
 - xi. If the applicant is a land trust, the trust officer shall sign the name of the trustee by him (her) as trust officer. A disclosure affidavit shall be filed with the application, identifying each beneficiary of the trust by name and address and defining the respective interests therein.
 - xii. Plans of the proposed activity shall be provided, which include, as a minimum:
 - (A) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow;

- (B) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations, using the NAVD of 1988, adjacent property lines and ownership, drainage and flood control easements, location of any channels and any existing or future access roads, distance between proposed activity and navigation channel (when the proposed construction is near a commercially navigable body of water), designated floodway limit, floodplain limit, specifications and dimensions of any proposed channel modifications, location and orientation of cross-sections, north arrow, and a graphic or numerical scale;
- (C) Cross-section views of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, 10-year frequency flood elevation, 100-year frequency flood elevation, and graphic or numerical scales (horizontal and vertical);
- (D) A seeding or stabilization plan for the disturbed areas.
- (E) A copy of the designated floodway map, marked to reflect any proposed change in the designated floodway location.
- xiv. Any and all other federal, state, and local permits or approval letters that may be required for this type of development.
- xv. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the permit criteria of Section 38-31(c).
- xvi. If the designated floodway delineation, base flood or 100-year frequency flood elevation will change due to the proposed project, the application will not be considered complete until IDNR/OWR has indicated conditional approval of the designated floodway map change. No structures may be built until a Letter of Map Revision has been approved by FEMA.
- xvii. The application for a structure shall be accompanied by drawings of the site, drawn to scale showing property line dimensions and existing ground elevations and all changes in grade resulting from any proposed excavation or filling, and floodplain and floodway limits; sealed by a licensed P.E., licensed architect or licensed land surveyor; the location and dimensions of all buildings and additions to buildings; and the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 38-33 of this chapter.

(3) The Village Administrator shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits and approvals that may be required for this type of activity.

i. The Village Administrator shall not issue the development permit unless all required federal and state permits have been obtained.

ii. A Licensed P.E., under the employ or contract of the Village shall review and approve applications reviewed under this Section.

(b) **Preventing Increased Damages and a List of Appropriate Uses.**

(1) The only development in a floodway which will be allowed are Appropriate Uses, which will not cause a rise in the base flood elevation, and which will not create a damaging or potentially damaging increase in flood heights or velocity or be a threat to public health and safety and welfare or impair the natural hydrologic and hydraulic functions of the floodway or channel, or permanently impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this chapter. Only those Appropriate Uses listed in 17 Ill. Adm. Code Part 3708 will be allowed. The approved Appropriate Uses are as follows:

i. Flood control structures, dikes, dams and other public works or private improvements relating to the control of drainage, flooding, erosion, or water quality or habitat for fish and wildlife.

ii. Structures or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities, and facilities and improvements related to recreational boating, commercial shipping and other functionally water dependent uses;

iii. Storm and sanitary sewer relief outfalls;

iv. Underground and overhead utilities;

v. Recreational facilities such as playing fields and trail systems, including any related fencing (at least 50 percent open when viewed from any one direction) built parallel to the direction of flood flows, and including open air pavilions and toilet facilities (4 stall maximum) that will not block flood flows nor reduce floodway storage.

vi. Detached garages, storage sheds, or other non-habitable accessory structures that will not block flood flows nor reduce floodway storage;

vii. Bridges, culverts, roadways, sidewalks, railways, runways and taxiways and any modification thereto;

- viii. Parking lots built at or below existing grade where either:
 - a. The depth of flooding at the 100-year frequency flood event will not exceed 1.0 foot; or
 - b. The applicant of a short-term recreational use facility parking lot formally agrees to restrict access during overbank flooding events and accepts liability for all damage caused by vehicular access during all overbank flooding events.
 - ix. Aircraft parking aprons built at or below ground elevation where the depth of flooding at the 100-year frequency flood event will not exceed 1.0 foot;
 - x. Designated floodway regarding, without fill, to create a positive non-erosive slop toward a watercourse.
 - xi. Floodproofing activities to protect previously existing lawful structures including the construction of water tight window wells, elevating structures, or construction of floodwalls around residential, commercial or industrial principal structures where the outside toe of the floodwall shall be no more than ten (10) feet away from the exterior wall of the existing structure, and, which are not considered substantial improvements to the structure.
 - xii. The replacement, reconstruction, or repair of a damaged building, provided that the outside dimensions are not increased, and if the building was damaged to fifty (50%) percent or more of the market value before the damage occurred, the building will be protected from flooding to the flood protection elevation.
 - xiii. Modifications to an existing building that would not increase the enclosed floor area of the building below the 100-year frequency flood elevation, and which will not block flood flows including but not limited to, fireplaces, bay windows, decks, patios, and second story additions. If the building is improved to fifty (50%) percent or more of the market value before the modification occurred (i.e., a substantial improvement), the building will be protected from flooding to the flood protection elevation.
- _____
- (2) Appropriate uses do not include the construction or placement of any new structures, fill, building additions, buildings on stilts, excavation or channel modifications done to accommodate otherwise non-appropriate uses in the floodway, fencing (including landscaping or planting designed to act as a fence) and storage of materials except as specifically defined above as an Appropriate Use.
 - (3) Within the designated floodway, the construction of an Appropriate Use, will be considered permissible provided that the proposed project meets

the following engineering and mitigation criteria and is so stated in writing with supporting plans, calculations and data by a licensed P.E. and provided that any structure meets the protection requirements of Section 38-34 of this chapter:

- i. Preservation of Flood Conveyance, so as Not to Increase Flood Stages Upstream. For appropriate uses other than bridge or culvert crossings, on-stream structures or dams, all effective designated floodway conveyance lost due to the project will be replaced for all flood events up to and including the 100-year frequency flood. In calculating effective designated floodway conveyance, the following factors shall be taken into consideration:
 - (A) Designated floodway conveyance, "K" = (1.486/n)(AR^{2/3}) where "n" is Manning's roughness factor, "A" is the effective flow area of the cross-section, and "R" is the ratio of the area to the wetted perimeter. (See Ven Te Chow, *Open Channel Hydraulics*, (McGraw-Hill, New York 1959)).
 - (B) The same Manning's "n" value shall be used for both existing and proposed conditions unless a recorded maintenance agreement with a federal, state, or local unit of government can assure the proposed conditions will be maintained or the land cover is changing from a vegetative to a non-vegetative land cover.
 - (C) Transition sections shall be provided and used in calculations of effective designated floodway conveyance. The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:
 - a. When water is flowing from a narrow section to a wider section, the water should be assumed to expand no faster than at a rate of one foot horizontal for every four feet of the flooded stream's length.
 - b. When water is flowing from a wide section to a narrow section, the water should be assumed to contract no faster than at a rate of one foot horizontal for every one foot of the flooded stream's length.
 - c. When expanding or contracting flows in a vertical direction, a minimum of one-foot vertical transition for every ten feet of stream length shall be used.

- d. Transition sections shall be provided between cross-sections with rapid expansions and contractions and when meeting the designated floodway delineation on adjacent properties.
 - e. All cross-sections used in the calculations shall be located perpendicular to flood flows.
- ii. Preservation of Floodway Storage so as Not to Increase Downstream Flooding.
- (A) Compensatory storage shall be provided for any designated floodway storage lost due to the proposed work from the volume of fill or structures placed and the impact of any related flood control projects.
 - (B) Compensatory storage for fill or structures shall be equal to at least to 1.5 times the volume of floodplain storage lost.
 - (C) Artificially created storage lost due to a reduction in head loss behind a bridge shall not be required to be replaced.
 - (D) The compensatory designated floodway storage shall be placed between the proposed normal water elevation and the proposed 100-year flood elevation. All designated floodway storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All designated floodway storage lost above the existing 10-year flood elevation shall be replaced above the proposed 10-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.
 - (E) If the compensatory storage will not be placed at the location of the proposed construction, the applicant's engineer shall demonstrate through a determination of flood discharges and water surface elevations that the compensatory storage is hydraulically equivalent.
 - (F) There shall be no reduction in floodway surface area, as a result of a floodway modification, unless such modification is necessary to reduce flooding at existing structure.
- iii. Preservation of Floodway Velocities so as Not to Increase Stream Erosion or Flood Heights.
- (A) For all Appropriate Uses, except bridges or culverts or on-stream structures, the proposed work will not result in an increase in the average channel or designated floodway

velocities or stage for all flood events up to and including the 100-year frequency event.

(B) In the case of bridges or culverts or on-stream structures built for the purpose of backing up water in the stream during normal or flood flows, velocities may be increased at the structure site if scour, erosion and sedimentation will be avoided by the use of rip-rap or other design measures.

iv. Construction of New Bridges or Culvert Crossings and Roadway Approaches.

(A) The proposed structure shall not result in an increase of upstream flood stages greater than 0.1 foot when compared to the existing conditions for all flood events up to and including the 100-year frequency event; or the upstream flood stage increases will be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of existing levees or flood walls or within recorded flood easements.

(B) If the proposed construction will increase upstream flood stages greater than 0.1 feet, the developer must contact IDNR/OWR to obtain a permit for a dam or waiver.

a. The engineering analysis of upstream flood stages must be calculated using the flood study flows, and corresponding flood elevations for tailwater conditions for the flood study specified in Section 38-29. of this chapter. Bridges and Culverts must be analyzed using any commonly accepted FEMA approved hydraulic models.

b. Lost floodway storage must be compensated for per Section 38-32(b)(3)(iii).

c. Velocity increases must be mitigated per Section 38-32(b)(3)(iii).

d. If the crossing is proposed over a public water that is used for recreational or commercial navigation, an IDNR/OWR permit must be received.

e. The hydraulic analysis for the backwater caused by the bridge showing the existing condition and proposed regulatory profile must be submitted to IDNR/OWR for concurrence that a CLOMR is not required by Sec. 38-31(b).

- f. All excavations for the construction of the crossing shall be designed per Section 38-31(b)(3)(viii).
- v. Reconstruction or Modification of Existing Bridges, Culverts, and Approach Roads.
- (A) The bridge or culvert and roadway approach reconstruction or modification shall be constructed with no more than 0.1-foot increase in backwater over the existing flood profile for all flood frequencies up to and including the 100-year event, if the existing structure is not a source of flood damage.
- (B) If the existing bridge or culvert and roadway approach is a source of flood damage to buildings or structures in the upstream floodplain, the applicant's engineer shall evaluate the feasibility of redesigning the structure to reduce the existing backwater, taking into consideration the effects on flood stages on upstream and downstream properties.
- (C) The determination as to whether or not the existing crossing is a source of flood damage and should be redesigned must be prepared in accordance with 17 Ill. Adm. Code Part 3708 (Floodway Construction in Northeastern Illinois) and submitted to IDNR/OWR for review and concurrence before a permit is issued.
- vi. On-Stream Structures Built for the Purpose of Backing Up Water.
- (A) Any increase in upstream flood stages greater than 0.0 foot when compared to the existing conditions, for all flood events up to and including the 100-year frequency event shall be contained within the channel banks (or within existing vertical extensions of the channel banks) such as within the design protection grade of existing levees or flood walls or within recorded flood easements.
- (B) A permit or letter indicating a permit is not required must be obtained from IDNR/OWR for any structure built for the purpose of backing up water in the stream during normal or flood flow.
- (C) All dams and impoundment structures as defined in Section 38-27 shall meet the permitting requirements of 17 Ill. Adm. Code Part 3702 (Construction and Maintenance of Dams). If the proposed activity involves a modification of the channel or floodway to accommodate an impoundment, it shall be demonstrated that:

- a. The impoundment is determined to be in the public interest by providing flood control, public recreation, or regional stormwater detention;
 - b. The impoundment will not prevent the migration of indigenous fish species, which require access to upstream areas as part of their life cycle, such as for spawning;
 - c. The impoundment will not cause or contribute to degraded water quality or habitat conditions. Impoundment design should include gradual bank slopes, appropriate bank stabilization measures and a pre-sedimentation basin.
 - d. A non-point source control plan has been implemented in the upstream watershed to control the effects of sediment runoff as well as minimize the input of nutrients, oil and grease, metals, and other pollutants. If there is more than one municipality in the upstream watershed, the municipality in which the impoundment is constructed should coordinate with upstream municipalities to ensure comprehensive watershed control;
 - e. The project otherwise complies with the requirements of Section 38-31.
- vii. Flood Proofing of Existing Habitable, Residential and Commercial Structures.
- (A) If construction is required beyond the outside dimensions of the existing building, the outside perimeter of the floodproofing construction shall be placed no further than 10 feet from the outside of the building.
 - (B) Compensation of lost storage and conveyance will not be required for floodproofing activities.
- viii. Excavation in the Floodway.
- (A) When excavation is proposed in the design of bridges and culvert openings, including the modifications to and replacement of existing bridge and culvert structures, or to compensate for lost conveyance or other Appropriate Uses, transition sections shall be provided for the excavation.
 - (B) The following expansion and contraction ratios shall be used unless an applicant's engineer can prove to

IDNR/OWR through engineering calculations or model tests that more abrupt transitions may be used with the same efficiency:

- a. When water is flowing from a narrow section to a wider section, the water should be assumed to expand no faster than at a rate of one foot horizontal for every four feet of the flooded stream's length; and
 - b. When water is flowing from a wide section to a narrow section, the water should be assumed to contract no faster than at a rate of one foot horizontal for every one foot of the flooded stream's length; and
 - c. When expanding or contracting flows in a vertical direction, a minimum of one-foot vertical transition for every ten feet of stream length shall be used; and
 - d. Erosion/scour protection shall be provided inland upstream and downstream of the transition sections.
- ix. Public Flood Control Projects. For public flood control projects, the permitting requirements of this section will be considered met if the applicant can demonstrate to IDNR/OWR through hydraulic and hydrologic calculations that the proposed project will not singularly or cumulatively result in increased flood heights outside the project right-of-way or easements for all flood events up to and including the 100-year frequency event.
- x. General Criteria for Analysis of Flood Elevations.
- (A) The flood profiles, flows and floodway data in the designated floodway study, referenced in Section 38-30, must be used for analysis of the base conditions. If the study data appears to be in error or conditions have changed, IDNR/OWR shall be contacted for approval and concurrence on the appropriate base conditions data to use.
 - (B) If the 100-year designated floodway elevation at the site of the proposed construction is affected by backwater from a downstream receiving stream with a larger drainage area, the proposed construction shall be shown to meet:

- a. The requirements of this section for the 100-year frequency flood elevations of the designated floodway conditions; and
 - b. Conditions with the receiving stream at normal water elevations.
- (C) If the applicant learns from IDNR/OWR, local governments, or a private owner that a downstream restrictive bridge or culvert is scheduled to be removed, reconstructed, modified, or a regional flood control project is scheduled to be built, removed, constructed or modified within the next five years, the proposed construction shall be analyzed and shown to meet the requirements of this section for both the existing conditions and the expected flood profile conditions when the bridge, culvert or flood control project is built.

xi. Conditional Letter of Map Revision.

- (A) If the Appropriate Use would result in a change in the designated floodway location or the 100-year frequency flood elevation, the applicant shall submit to IDNR/OWR and FEMA all information, calculations and documents necessary to be issued a conditional designated floodway map revision and receive from IDNR/OWR a conditional concurrence of the designated floodway change before a permit is issued.
- (B) The final designated floodway map will not be changed by FEMA until as-built plans or record drawings of initial filling, grading, dredging, or excavating activities are submitted and accepted by FEMA and IDNR/OWR.
- (C) In the case of non-government projects, the municipality in incorporated areas and the county in unincorporated areas shall concur with the proposed conditional designated floodway map revision before IDNR/OWR approval can be given.
- (D) No filling, grading, dredging or excavating shall take place until a conditional approval is issued.
- (E) After initial filling, grading, dredging or excavating, no activities shall take place until a final Letter of Map Revision (LOMR) is issued by FEMA with concurrence from IDNR/OWR.

xii. Professional Engineer's Supervision.

All engineering analyses shall be performed by or under the

supervision of a licensed P.E.

- xiii. For all activities in the floodway involving construction within 25 feet of the channel, the following criteria shall be met:
 - (A) A natural vegetation buffer strip shall be preserved within at least 25 feet of the ordinary high water mark of the channel.
 - (B) Where it is impossible to protect this buffer strip during the construction of an Appropriate Use, a vegetated buffer strip shall be established upon completion of construction.
 - xiv. After receipt of conditional approval of the designated floodway change and issuance of a permit and a Conditional Letter of Map Revision, construction as necessary to change the floodway designation may proceed but no buildings or structures or other construction that is not an Appropriate Use may be placed in that area until the designated floodway map is changed and a final Letter of Map Revision is received. The designated floodway map will be revised upon acceptance and concurrence by IDNR/OWR and FEMA of the "as-built" plans.
- (4) Development Activities in Delegated Communities Requiring State Review.

For those projects listed below located in a designated floodway, the following criteria shall be submitted to IDNR/OWR for their review and concurrence and/or permit prior to the issuance of a permit by a community or county delegated state permitting authority in the floodway.

- i. An engineer's analysis of the flood profile due to a proposed bridge pursuant to Section 38-31(b)(3)(iv).
- ii. An engineer's determination that an existing bridge or culvert crossing is not a source of flood damage and the analysis indicating the proposed flood profile, pursuant to Section 38-31(b)(3)(v).
- iii. Alternative transition sections and hydraulically equivalent storage pursuant to Section 38-31(b)(3)(i),(ii),(viii).
- iv. The construction of any IDNR/OWR projects, dams (as defined in Section 38-27(p)) and all other federal, state, or local units of government projects, including projects of the municipality or county.
- v. An engineer's determination that a proposed bridge affected by backwater from a downstream receiving stream may be built with a smaller opening.

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- vi. Projects which revise or establish the floodway and/or flood profiles.
- vii. Projects in public bodies of water.

(5) Other Permits

- i. In addition to the other requirements of this chapter, a development permit for a site located in a floodway shall not be issued unless the applicant first obtains a permit or written documentation that a permit is not required from IDNR/OWR, issued pursuant to 615 ILCS 5/5 et seq.
- ii. No correspondence from IDNR/OWR shall be required if the project meets the requirements of Regional Permit 3.
- iii. No permit from IDNR/OWR shall be required if IDNR/OWR has delegated this responsibility to the Village

(6) Permits for Dams

- i. Any work involving the construction, modification or removal of a dam as defined in Section 38-27(p) per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam.
- ii. If the Village Administrator finds a dam that does not have an IDNR/OWR permit, the Village Administrator shall immediately notify the IDNR/OWR Bartlett office.
- iii. If Village Administrator the finds a dam which is believed to be in unsafe condition, the Village Administrator shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).

(7) Activities That Do Not Require a Licensed Professional Engineer's Review

Regional Permit 3, which authorizes, for example, underground and overhead utilities, storm and sanitary sewer outfalls, sidewalks, patios, athletic fields, playground equipment and streambank protection activities; may be permitted without a licensed P.E.'s review. Such activities shall still meet the other requirements of this chapter, including the mitigation requirements.

Sec. 38-32. - Occupation and Use of Floodplain Areas Where Floodways Are Not Identified.

In floodplains, (including AE, AH, AO and Unnumbered A Zones) where no floodways have been identified and no base flood or 100-year frequency flood elevations have been established by FEMA, and draining more than a square mile, no development shall be

permitted unless the cumulative effect of the proposals, when combined with all other existing and anticipated uses and structures, shall not significantly impede or increase the flow and passage of the floodwaters nor significantly increase the base flood or 100-year frequency flood elevation.

(a) **Development Permit.**

(1) No person, firm, corporation, or governmental body, not exempted by state law, shall commence any development in a floodplain without first obtaining a development permit from the Village Administrator.

(2) Application for a development permit shall be made on a form provided by the Village Administrator.

i. The application shall be accompanied by drawings of the site, drawn to scale showing property line dimensions; and existing grade elevations and all changes in grade resulting from excavation or filling, sealed by a licensed engineer, architect or surveyor; the location and dimensions of all buildings and additions to buildings; and the elevations of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 38-33 of this chapter.

ii. The application for a development permit shall also include the following information:

iii. A detailed description of the proposed activity, its purpose, a and intended use;

iv. Site location (including legal description) of the property, drawn to scale, on the designated floodway maps, indicating whether it is proposed to be in an incorporated or unincorporated area;

v. Anticipated dates of initiation and completion of activity;

vi. Plans of the proposed activity shall be provided which include as a minimum:

(A) A vicinity map showing the site of the activity, name of the waterway, boundary lines, names of roads in the vicinity of the site, graphic or numerical scale, and north arrow;

(B) A plan view of the project and engineering study reach showing existing and proposed conditions including principal dimensions of the structure or work, elevations, using the NAVD 1988, adjacent property lines and ownership, drainage and flood control easements, distance between proposed activity and navigation channel (when the proposed construction is in or near a commercially navigable body of water), floodplain limit,

location and orientation of cross-sections, north arrow, and a graphical or numerical scale;

- vii. Cross-section views of the project perpendicular to the flow of floodwater and engineering study reach showing existing and proposed conditions including principal dimensions of the work as shown in plan view, existing and proposed elevations, normal water elevation, 10-year frequency flood elevation, 100-year frequency flood elevation, and graphical or numerical scales (horizontal and vertical); and
- viii. A seeding or stabilization plan for the disturbed areas.
- ix. Engineering calculations and supporting data shall be submitted showing that the proposed work will meet the criteria of Section 38-32(b).
- x. Any and all other federal, state, and local permits or approvals that may be required for this type of development.
- xi. Based on the best available existing data according to federal, state or other sources, the Village Administrator shall compare the elevation of the site to the base flood or 100-year frequency flood elevation.
- xii. Should no elevation information exist for the site, the developer's engineer shall calculate the elevation according to Section 38-29.
- xiii. Any development located on land that can be shown to have been higher than the base flood elevation of the current Flood Insurance Rate Map Identification is not in the floodplain and, therefore, not subject to the requirements of this chapter.
- xiv. The Village Administrator shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.
- xv. The Village Administrator shall be responsible for obtaining from the applicant copies of all other federal, state, and local permits, approvals or waivers that may be required for this type of activity. The Village Administrator shall not issue the development permit unless all required federal, state, and local permits have been obtained.

(b) **Preventing Increased Damages.**

- (1) No development in the floodplain, where a floodway has not been determined, shall create a damaging or potentially damaging increase in flood heights or velocity or threat to public health, safety and welfare or impair the natural hydrologic and hydraulic functions of the floodway or

channel or impair existing water quality or aquatic habitat. Construction impacts shall be minimized by appropriate mitigation methods as called for in this chapter.

(2) Within all riverine floodplains where the floodway has not been determined, the following standards shall apply:

i. The developer shall have a Licensed P.E. state in writing and show through supporting plans, calculations, and data that the project meets the engineering requirements of Section 38-31(b)(3)(i) through 38-31(b)(3)(ix) for the entire floodplain as calculated under the provisions of Section 38-29(d) of this chapter.

ii. As an alternative, the developer should have an engineering study performed to determine a floodway and submit that engineering study to IDNR/OWR and FEMA for acceptance as a designated floodway.

iii. Upon acceptance of the floodway by IDNR/OWR and FEMA, the developer shall then demonstrate that the project meets the requirements of Section 38-31 for the designated floodway. The floodway shall be defined according to the definition in Section 38-27(r) of this chapter.

iv. A development permit shall not be issued unless the applicant first obtains a IDNR/OWR permit or a determination has been made that an IDNR/OWR permit is not required.

v. Permits for Dams

(A) Any work involving the construction, modification or removal of a dam as defined in Section 38-27(p) per 17 Ill. Adm. Code Part 3702 (Rules for Construction of Dams) shall obtain an IDNR/OWR permit prior to the start of construction of a dam.

(B) If the Village Administrator finds a dam that does not have an IDNR/OWR permit, the Village Administrator shall immediately notify the IDNR/OWR Bartlett office.

(C) If the Village Administrator finds a dam which is believed to be in unsafe condition, the Village Administrator shall immediately notify the owner of the dam, the IDNR/OWR Bartlett office, and the Illinois Emergency Management Agency (IEMA).

(3) The following activities may be permitted without a Licensed P.E.'s review or calculation of base flood elevation and designated floodway. Such activities shall still meet the other requirements of this chapter.

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- i. Bridge and culvert crossings of streams in rural areas meeting conditions of IDNR/OWR Statewide Permit No. 2;
 - ii. Barge fleeting facilities meeting conditions of IDNR/OWR Statewide Permit No. 3;
 - iii. Aerial utility crossings meeting conditions of IDNR/OWR Statewide Permit No. 4
 - iv. Minor boat docks meeting conditions of IDNR/OWR Statewide Permit No. 5;
 - v. Minor, non-obstructive activities meeting conditions of IDNR/OWR Statewide Permit No. 6; activities (not involving fill or positive change in grade) are covered by this permit;
 - vi. Outfall structures and drainage ditch outlets meeting conditions of IDNR/OWR Statewide Permit No. 7;
 - vii. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
 - viii. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
 - ix. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
 - x. Minor maintenance dredging activities meeting conditions of DNR/OWR Statewide Permit No. 11;
 - xi. Bridge and culvert replacement structures and bridge widenings meeting conditions of IDNR/OWR Statewide Permit No. 12;
 - xii. Temporary construction activities meeting conditions of IDNR/OWR Statewide Permit No. 13;
 - xiii. Special Uses of Public Waters meeting conditions of IDNR/OWR Statewide Permit No. 14; and
 - xiv. Any development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.
- (4) The flood carrying capacity of any altered or relocated watercourse shall be maintained.

(5) Compensatory Storage.

- i. Whenever any portion of a floodplain is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the base flood or 100-year frequency flood elevation shall be compensated for and balanced by a hydraulically equivalent volume of excavation taken from below the base flood or 100-year frequency flood elevation.
- ii. The excavation volume shall be at least equal to .5 the volume of storage lost due to the fill or structure.
- iii. In the case of streams and watercourses, such excavation shall be made opposite or adjacent to the areas so filled or occupied.
- iv. All floodplain storage lost below the existing 10-year flood elevation shall be replaced below the proposed 10-year flood elevation. All floodplain storage lost above the existing 10-year flood elevation shall be replaced above the proposed 10-year flood elevation. All such excavations shall be constructed to drain freely and openly to the watercourse.

Sec. 38-33. -Permitting Requirements Applicable to All Floodplain Areas.

In addition to the requirements found in Sections 38-30, 38-31 and 38-32 for development in flood fringes, designated floodways, and floodplains where no floodways have been identified, the following requirements shall be met.

(a) **Public Health and Other Standards**

- (1) No developments in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, animal wastes, fertilizers, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation (FPE) unless such materials are stored in a floodproofed and anchored storage tank and certified by a P.E. or floodproofed building constructed according to the requirements of Section 38-34(c) of this chapter.
- (2) Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
- (3) Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (4) New and replacement water supply systems, wells, sanitary sewer lines and on-site waste disposal systems may be permitted providing all manholes or other above ground openings located below the FPE are watertight.

- (5) All other activities, defined as development, such as pools, fences, filling, paving, etc., shall be designed so as not to alter flood flows or increase potential flood damages.

(b) **Carrying Capacity and Notification**

- (C) For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.
- (D) In addition, the Village shall notify adjacent communities in writing 30 days prior to the issuance of a permit for the alteration or relocation of the watercourse.

(c) **Protecting Buildings**

- (1) In addition to the damage prevention requirements in Sections 38-30(b) and 38-31(b) of this chapter, all buildings located within a floodplain, shall be protected from flood damage below the flood protection elevation. This building protection criteria applies to the following situations:
 - i. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars (\$1,500) or seventy (70) square feet.
 - ii. Substantial improvements or structural alterations made to an existing building that increase the floor area by more than twenty percent (20%) or equal or exceed the market value by fifty percent (50%). Alteration shall be figured cumulatively subsequent to the adoption of this chapter. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
 - iii. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively subsequent to the adoption of this chapter. If substantially damaged the entire structure must meet the flood protection standards of this section.
 - iv. Installing a new manufactured home on a new site or a new manufactured home on an existing site. (The building protection requirements do not apply when returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage).
 - v. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year; and
 - vi. Repetitive loss to an existing building as defined in Section 38-27(ddd).

(2) Residential or non-residential buildings can meet the building protection requirements by one of the following methods:

i. The building may be constructed on permanent land fill in accordance with the following:

- (A) The lowest floor (including basement) shall be at or above the flood protection elevation.
- (B) The fill shall be placed in layers no greater than six inches before compaction and should extend at least ten (10) feet beyond the foundation before sloping below the flood protection elevation.
- (C) The top of the fill shall be above the flood protection elevation. However, the ten (10) foot minimum may be waived if a structural engineer certifies an alternative method to protect the building from damages due to hydrostatic pressures.
- (D) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
- (E) The fill shall be composed of rock or soil and not include debris or refuse material.
- (F) The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and, when necessary, include stormwater management techniques such as swales or basins.

(ii) The building may be elevated in accordance with the following:

- (A) The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters.
- (B) If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a licensed professional engineer or by having a minimum of one (1) permanent opening on each wall no more than one (1) foot above grade with a minimum of two (2) openings. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the base flood elevation, and

- (C) The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation.
- (D) The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.
- (E) All structural components below the flood protection elevation shall be constructed of materials resistant to flood damage.
- (F) Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed.
- (G) The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space.
- (H) In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.
- (I) The building may be constructed with a crawlspace located below the flood protection elevation provided that the following conditions are met:
 - a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - b. Any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area. The openings shall be no more than one (1) foot above grade.
 - c. The interior grade of the crawlspace below the flood protection elevation must not be more than two (2) feet below the lowest adjacent exterior grade.

- d. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed four (4) feet at any point.
 - e. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
 - f. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage.
 - g. Utility systems within the crawlspace must be elevated above the flood protection elevation.
- (iii) Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect submits a FEMA Floodproofing Certificate, documenting that:
- (A) Below the flood protection elevation, the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood, including sewer back flow.
 - (B) The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
 - (C) Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
 - (D) Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.
- (iv) Manufactured homes or travel trailers, to be permanently installed on site for more than 180 days in any year, shall be:
- (A) Elevated to or above the flood protection elevation.
 - (B) Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code § 870.
- (v) Travel trailers and recreational vehicles, on site for more than 180 days per year, shall meet the elevation requirement and

anchoring requirements of Section 38-33(c)(4) unless the following conditions are met:

- (A) The vehicle must be either self-propelled or towable by a light duty truck.
 - (B) The hitch must remain on the vehicle at all times.
 - (C) The vehicle must not be attached to external structures such as decks and porches.
 - (D) The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
 - (E) The vehicles largest horizontal projections must be no larger than four hundred (400) square feet.
 - (F) The vehicle's wheels must remain on axles and inflated.
 - (G) Air conditioning units must be attached to the frame so as to be safe for movement out of the floodplain.
 - (H) Propane tanks and electrical and sewage connections must be quick-disconnect and be above the base flood elevation.
 - (I) The vehicle must be licensed and titled as a recreational vehicle or park model, and must either be entirely be supported by jacks, or have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by used of the hitch jack.
- (vi) Garages, sheds or other minor accessory structures constructed ancillary to an existing residential use may be constructed with the lowest floor below the flood protection elevation provided the following conditions are met:
- (A) The structure must be non-habitable.
 - (B) All areas below the base flood or 100-year frequency flood elevation shall be constructed with waterproof material.
 - (C) The structure must be used only for the storage of vehicles and tools and cannot be modified later into another use.
 - (D) The structure must be located outside of the floodway or have the appropriate state and/or federal permits.

- (E) Below the base flood elevation, the structure must be built of materials not susceptible to flood damage.
 - (F) All utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation.
 - (G) The structure must have at least one permanent opening on each wall not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area.
 - (H) The structure must be less than fifteen thousand dollars (\$15,000) in market value or replacement cost whichever is greater or less than five hundred and seventy-six (576) square feet (24'x24').
 - (I) The structure shall be anchored to resist floatation and overturning.
 - (J) All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation.
 - (K) The lowest floor elevation should be documented and the owner advised of the flood insurance implications.
 - (L) If located in a designated floodway, the structure shall be constructed and placed on a building site so as not to block flood flows nor reduce floodway storage and shall also meet the Appropriate Use criteria of Section 38-32 and all other applicable requirements of Sections 38-31, 38-32 and 38-33.
- xii. Existing buildings located within a designated floodway shall also meet the more restrictive Appropriate Use standards included in Section 38-32. Non-conforming structures located in a designated floodway may remain in use and may only be enlarged, replaced or structurally altered in accordance with Section 38-32(b). A non-conforming structure damaged by flood, fire, wind or other natural or man-made disaster may be restored unless the damage exceeds fifty percent (50%) of its market value before it was damaged, in which case it shall conform to this chapter.
- xiii. Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year

flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.

Section 38-34. - Subdivision Requirements.

The Village Board of Trustees shall take into account flood hazards, to the extent that they are known in all official actions related to land management, use and development.

- (a) New subdivisions, manufactured home parks, annexation agreements, and Planned Unit Developments (PUDs) within the floodplain shall be reviewed to assure that the proposed developments are consistent with Sections 38-30, 38-31, 38-32 and 38-33 of this chapter and the need to minimize flood damage. Plats or plans for new subdivisions, mobile home parks and Planned Unit Developments (PUDs) shall include a signed statement by a Licensed P.E. that the plat or plans account for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 205/2).
- (b) Proposals for new subdivisions, manufactured home parks, travel trailer parks, planned unit developments (PUDs) and additions to manufactured home parks and additions to subdivisions shall include base flood elevation data and floodway delineations. Where this information is not available from an existing adopted study, the applicant's engineer shall be responsible for calculating the base flood elevation per Section 38-29(d) and the floodway delineation per the definition in Section 38-27(r).
- (c) Streets, blocks, lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible, the floodplains shall be included within parks or other public grounds.
- (d) The Village Board of Trustees shall not approve any Planned Unit Development (PUD) or plat of subdivision located outside the corporate limits unless such agreement or plat is in accordance with the provisions of this chapter.

Sec. 38-35. – Variances.

No variances shall be granted to any development located in a designated floodway as defined in Section 38-27(r).

- (a) Whenever the standards of this chapter place undue hardship on a specific development proposal, the applicant may apply to the combined planning and zoning board of appeals for a variance. The combined planning and zoning board of appeals shall review the applicant's request for a variance and shall submit its recommendation to the Village Board. The Village may attach such conditions to granting of a variance as it deems necessary to further the flood protection intent of this chapter.

ORDINANCE NO. 1209

- (b) No variance shall be granted unless the applicant demonstrates that all of the following conditions are met:
- (1) The development activity cannot be located outside the floodplain.
 - (2) An exceptional hardship would result if the variance were not granted.
 - (3) The relief requested is the minimum necessary.
 - (4) There will be no additional threat to public health, safety, beneficial stream uses and functions, especially aquatic habitat, or creation of a nuisance; and
 - (5) There will be no additional public expense for flood protection, lost environmental stream uses and functions, rescue or relief operations, policing, or repairs to streambeds and banks, roads, utilities, or other public facilities; and
 - (6) The provisions of Sections 38-30(b) and 38-32(b) of this Chapter shall still be met; and
 - (7) The activity is not in a designated floodway; and
 - (8) The applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and
 - (9) All other required state and federal permits or waivers have been obtained
- (c) The Village Administrator shall notify an applicant in writing that a variance from the requirements of Section 38-33 that would lessen the degree of protection to a building will:
- (1) Result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and
 - (2) Increase the risks to life and property; and
 - (3) Require that the applicant proceed with knowledge of these risks and that the applicant will acknowledge in writing the assumption of the risk and liability.
- (d) Variances requested in connection with restoration of a historic site or historic structure as defined in Section 38-27(kk) "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 38-35(b) and 38-35(c), subject to the conditions that:
- (1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure; and

- (2) The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

Sec. 38-36. - Disclaimer of Liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur, or flood heights may be increased by man-made or natural causes. This chapter does not imply that development, either inside or outside of the floodplain, will be free from flooding or damage. This chapter does not create liability on the part of the Village or any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision made lawfully thereunder.

Section 38-37. – Penalty.

- (a) Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this chapter. Upon due investigation, the Village Administrator may determine that a violation of the minimum standards of this chapter exists. The Village Administrator shall notify the owner in writing of such violation.
- (b) If such owner fails after ten days notice to correct the violation:
 - (1) The Village may make application to the Circuit Court for an injunction requiring conformance with this chapter or make such other order as the Court deems necessary to secure compliance with the ordinance.
 - (2) Any person who violates this chapter shall, upon conviction thereof, be fined not less than fifty dollars (\$50.00) or more than seven hundred fifty (\$750) for each offense.
 - (3) A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
 - (4) The Village shall record a notice of violation on the title to the property.
- (c) The Village Administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and, therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
 - (1) The Village Administrator is authorized to issue an order requiring the suspension of the subject development. The stop-work order shall be in writing, shall indicate the reason for the issuance, and shall order the action, if necessary, to resolve the circumstances requiring the stop-work order. The stop-work order constitutes a suspension of the permit.
 - (2) No site development permit shall be permanently suspended or revoked until a hearing is held by the combined planning and zoning board of appeals. Written notice of such hearing shall be served on the permittee

and shall state: (1) the grounds for compliant or reasons for suspension or revocation; and (2) the time and place of the hearing. At such hearing, the permittee shall be given an opportunity to present evidence on his/her behalf. At the conclusion of the hearing, the combined planning and zoning board of appeals shall determine whether the permit shall be suspended or revoked.

- (d) Nothing herein shall prevent the Village from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Section 38-38. - Abrogation and Greater Restrictions

This chapter repeals and replaces other ordinances adopted by the Village Board to fulfill the requirements of the National Flood Insurance Program, but is not intended to repeal the resolution which the Village passed in order to establish initial eligibility for the program.

However, this ordinance does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this ordinance repeal, abrogate, or impair any existing annexation agreements, easements, covenants, or deed restrictions. Where this ordinance and other ordinance easements, covenants or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

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: Headings.

The headings of the articles, 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.

SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

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ORDINANCE NO. 1209

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:

January 14, 2019

Steger Police Station
35 West 34th St
Steger, IL 60475

Dear Patrick:

As the original equipment manufacturer, Schindler Elevator is pleased to have had the opportunity to install the elevators at **Steger Police Station**. No one is better qualified to maintain your elevators than Schindler, because we designed, manufactured and installed them at your new location.

The New Product Service (NPS) that is included with the installation **will expire on August 29th, 2019**. The attached agreement will provide a maintenance program that will keep you in compliance with state regulations. **Signing now gives you peace of mind of uninterrupted service. An invoice will not be sent until the coverage starts.**

Please review the proposed agreement and should it meet with your approval, please sign and return to me via email. Once received by Schindler Elevator we will then countersign and return a fully executed copy to you for your files.

EARLY SIGN-ON BONUS

If the service agreement is signed and returned on or before **Friday January 25th, 2019**, Schindler Elevator will **provide the first two month of service for free.**

Should you have any questions or a need for additional information, please feel free to contact me at 419-491-7638. Thank you in advance for your consideration and I look forward to speaking with you.

Always at your service,

Signature for acceptance: x_____

Kyle Bloom
Inside Sales Representative
kyle.bloom@schindler.com
419-491-7638

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

1530 Timberwolf Drive
Holland, OH 43528-9161
Phone: 419-491-7638
Fax: 419-867-5381

Date: December 18, 2018

Estimate Number: KBLM-B7KRV7 (2018.7.1)

To:
Steger Police Station (Remodel)
35 West 34Th St
Steger, IL 60475

Building Name:
Steger Police Station Remodel

Attn: Patrick Rossi

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
		Steger Police Station (Remodel 35 West 34th St Steger, IL 60475						
1	Schindler	Gearless	Passenger	ELEV 01	2F/0R	2500	100	L2377

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 1530 Timberwolf Drive, Holland, OH 43528-9161, and **STEGER POLICE STATION (REMODEL)**, 35 West 34Th St, Steger, IL 60475 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring, Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

The three subscription tiers for Schindler Ahead are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes Connect, plus access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience.

The Schindler Ahead Package described in this agreement requires activation of Schindler Ahead hardware. Schindler will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on August 30, 2019, and continues until August 29, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$435.00 per month, payable in annual installments of \$5,220.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

The pricing above includes a subscription price of \$20 per month for Schindler Ahead Enhanced on 1 unit, totaling \$20.00 per month. This will be payable in annual installments of \$240.00, exclusive of applicable taxes, unless another payment frequency is selected below.

If you would like to choose a different Schindler Ahead tier, please indicate by checking below.

Switch to the Connect Package - \$10 per unit, per month deduction.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 3% Addition

Monthly 5% Addition

SPECIAL TERMS AND PRICING

The hardware will be installed and activated for a one-time activation fee of \$895.00 per unit. Schindler will provide a separate invoice for this cost. By signing this contract, you agree to pay the costs associated with the activation of the hardware. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

By: Kyle Bloom

By: _____

For: Schindler Elevator Corporation

For: Steger Police Station (Remodel)

Title: _____

Title: _____

Date: December 18, 2018

Date: _____

Approved:

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.