

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

MONDAY, APRIL 15, 2024 7:00 pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
- D. MINUTES OF APRIL 1, 2024 Regular Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief-
 - c. Police Chief
 - d. EMA Chief
 - e. Community Center Director
 - 2. Attorney
 - 3. Treasurer Report
 - 4. Mayor's Report
 - 5. Clerk's Report
 - 6. Trustee/Liaison Report

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

MONDAY, APRIL 15, 2024 BOARD OF TRUSTEE REGULAR MEETING AGENDA

Trustee Thurmond- Report Submitted

G. PAYING OF THE BILLS:

H. CORRESPONDENCE

I. UNFINISHED BUSINESS:

DISCUSSION AND APPROVAL OF PLACER SOFTWARE AGREEMENT

J. NEW BUSINESS

RESOLUTON NO. 1185

**A RESOLUTION AUTHORIZING
AND APPROVING AN EMERGENCY
MEDICAL SERVICES AND
FIREFIGHTING STAFFING AGREEMENT
BETWEEN THE VILLAGE OF STEGER
AND METRO PARAMEDIC SERVICES,
INC. FOR THE VILLAGE OF STEGER,
ILLINOIS**

RESOLUTION NO. 1186

**A RESOLUTION OF THE VILLAGE OF
STEGER, COOK AND WILL COUNTIES,
ILLINOIS, TO INDUCE THE
REDEVELOPMENT OF CERTAIN
PROPERTY WITHIN TIF DISTRICT
#5/CHICAGO ROAD REDEVELOPMENT
PROJECT AREA**

Discussion on Parking on Hopkins Ave.

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 1st day of April 2024 in the Municipal Building of the Village of Steger, Illinois. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

The roll was called. The following Trustees were present; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson was present.

Also present: Administrator Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Fire Chief Mike Long, Police Chief Greg Smith, EMA Chief Jason Stevenson, Community Center Director Diana Rossi, and Village Attorney James Vasselli.

AWARDS, HONORS AND SPECIAL RECOGNITION

None.

MINUTES

Trustee Lopez made a motion to approve the minutes of the March 18th Village Board meeting as all members have copies. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE PARTICIPATION

David McNeil of 3503 Williams St came before the board to discuss issues with a neighbor on Williams Street. The house is not being maintained and there are dead trees on the property that he fears are a threat to falling on his buildings. Dave Toepper is going to work with our Ordinance Officer to see if the issues can be dealt with.

Harry Hammock of 3222 Florence Ave. spoke to the board regarding changes in the drainage in the alley behind his house and that of numerous neighbors. He understands that the process is beginning to improve our drainage system, but this has developed recently and wondered what might have changed. Dave Toepper is going to look into the drains in the alley.

Raynie Jackson of 4462 Lindenwood Dr. is the owner of Headrest Barber Business Academy. He is planning on opening a branch of his business at Bloom Trail High School to help provide career opportunities to students there. He is currently going through the business license application process and wanted to present his hopes for

making a positive impact on students in our area. There will be a barber shop at the school that will be available for the public to come in for haircuts. More details will follow.

REPORTS

Village Administrator Mary Jo Seehausen No report.

Director of Public Infrastructure Dave Toepper No report.

Chief Michael Long No report.

Police Chief Greg Smith No report.

EMA Chief Jason Stevenson No report.

Community Center Director Diana Rossi No report.

Village Attorney No report.

Treasurer No report.

MAYORS REPORT I understand that there has been some confusion with respect to Boy's Baseball. To be clear, the Village of Steger baseball program is not competing with Steger Little League, so we do not offer registration for kids in the younger levels, except for T-ball, which we offered last year. The village of Steger is in discussions with the Chicago Heights Park District to partner with the park district with baseball at the older levels and to partner with them with other sports in order to offer our residents a robust experience with our sports programs and to give our residents more resources that make each of our sports programs successful.

VILLAGE CLERK No report.

TRUSTEES REPORTS

Trustee Trotier: The Village of Steger Athletic Board (VSA) had a meeting on March 26, 2024.

- Coach Matt Meyers, the All-Star Team, & Cheerleaders, and a combination of volunteers did an excellent job hosting the recent All-Star Basketball Tournament & Skills Competition. The tournament was held at the Louis Sherman Community Center on Saturday, March 9, 2024. It was well attended. The VSA Board sent a special "Thanks" to Diane Rossi & Christine for their assistance with the event.
- AAU tryouts are underway. Contact Coach Matt.
- Football 7 on 7 program led by Coach Erik Mendez is now taking registration. Please contact him for the deadline date (June 1, 2024.)

- Softball/Tee Ball registration has ended. Coach Toni Formentini is ordering uniforms.
- Baseball registration is also underway and ends April 12, 2024. Coach Ash Tolbert/Tre Handy are leading the teams.
- The Volleyball Program, lead by Coach Steve Zeman, will be ending the season soon. Coach Zeman has asked Coach Karjan if the Cheerleaders would perform their routine at one of the final games.
- A special well-deserved “Shout Out” to our Cheerleading Squad and Coaches Karjan, Monica & Emily, and assistants. The squad had only 3-4 days to prepare the routine(s). The cheerleaders delivered an excellent performance!
- The Soccer Program is accepting applications for Coaches and seeking volunteers to assist with the program. If you have ever considered coaching or volunteering, now is the time to step up.

Next, the VSA Board had a presentation by Miguel Morales who shared information regarding grant programs, sponsorships, and websites. The VSA Board will review the information and follow up.

Finally, I am excited to share that members of VSA will be participating in the Village of Steger’s Earth Day scheduled for Sat., April 20, 2024 from 9 am – 12 pm.

Thank you VSA for continuing to do a wonderful job in growing the programs. Keep up the fabulous work!

Finally, I have had compliments on the Community Center and it’s staff.

Trustee Thurmond added: I just wanted to mention that I wanted to thank Jen Voigts for her efforts in making the Village visible on social media. I just wanted her to be recognized for that. Thank you.

BILLS

Trustee Lopez made a motion to pay all bills as listed when funds become available. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

UNFINISHED BUSINESS

Trustee Perchinski made a motion to table discussion and approval of Placer software agreement. Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.

NEW BUSINESS:

None.

At 7:19 pm

Trustee Perchinski made a motion to Adjourn to Executive Session for the purposes of discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body pursuant to 5 ILCS 120/2 (1). Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier and Joyce. Mayor Peterson voted aye. Trustee Perchinski voted no. Motion carried.

At 7:36 pm

Trustee Perchinski made a motion to reconvene general session of the Village Board meeting. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier and Perchinski. Mayor Peterson voted aye. Trustee Joyce was not available. Motion carried.

Being no further business:

Trustee Stewart made a motion to adjourn the meeting.

Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:37 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 1

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
READY REFRESH	04D6702706135	01-00-33500		OFFICE SUPPLIES	29.95	
ABSOLUTE BEST CLEANING SERVICES, INC.	14169	01-00-33502		CLEANING SERVICE	1140.00	
COMCAST	0181708 4/1/24	01-00-33700		TELEPHONE	29.69	
COMCAST	0181708 4/1/24	01-00-33701		CABLE/INTERNET SE	29.69	
PACE SUBURBAN BUS / V A N P O O L	633996	01-00-33902		SENIOR BUS LEASE	100.00	
PROSHRED SECURITY	1386185	01-00-34102		PROFESSIONAL SERV	56.63	
VEENSTRA & KIMM INC.	6672021	01-00-34300		ENGINEERING SERVI	3488.00	
GOVERNMENTAL CONSULTING SOLUTIONS	6429	01-00-34500		CONSULTING SERVIC	4000.00	
ALLIANT	2622654	01-00-38901		DUES SUBSCRIPTION	595.00	
CHICAGO METROPOLITAN AGENCY FOR PLANNING	2024MUN240	01-00-38901		DUES SUBSCRIPTION	214.69	
AMERICAN SOCIETY OF COMPOSERS, AUTHORS,	500786721 2/20	01-00-39701		STEGER EVENTS EXP	443.17	
BMI	53023677	01-00-39701		STEGER EVENTS EXP	435.00	
TOTAL FOR FUND 01		DEPT. 00			10561.82	
GEMINI PLUMBING COMPANY INC	MARCH2024	01-01-22103		PLUMBING INSPECTI	70.00	
TOTAL FOR FUND 01		DEPT. 01			70.00	
DACRA ADJUDICATION SYSTEM	DT2024-03-100	01-07-34902		ADMIN BLDG CODE M	1500.00	
TOTAL FOR FUND 01		DEPT. 07			1500.00	
ANDY FRAIN SERVICES INC	356005	01-19-30900		SALRAY CROSSING G	2792.96	
TOTAL FOR FUND 01		DEPT. 19			2792.96	
HERITAGE F/S, INC.	35015953	01-20-33300		GASOLINE OIL	239.15	
HERITAGE F/S, INC.	99051258	01-20-33300		GASOLINE OIL	10.32	
HERITAGE FS, INC	35015671	01-20-33300		GASOLINE OIL	258.45	
HERITAGE FS, INC	35015786	01-20-33300		GASOLINE OIL	230.59	

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 2

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE FS, INC	35015793	01-20-33300		GASOLINE OIL	224.23
HERITAGE FS, INC	35015842	01-20-33300		GASOLINE OIL	439.06
HERITAGE FS, INC	35015892	01-20-33300		GASOLINE OIL	244.95
AIRGAS USA LLC	5506712968	01-20-33702		AMBULANCE SUPPLIE	243.92
LAMARCO SYSTEMS, INC.	Q1655320	01-20-33704		SECURITY SYSTEM	167.47
LAMARCO SYSTEMS, INC.	Q259095	01-20-33704		SECURITY SYSTEM	165.00
OSBY WATER CONDITIONING	302646 4/1/24	01-20-33901		RENTAL EQUIPMENT	61.50
COUNTY OF WILL	MARCH BLDGREPAY	01-20-34252		EASTCOM DISPATCH	188.16
COUNTY OF WILL	MARCH2024-001	01-20-34252		EASTCOM DISPATCH	5089.44
TOTAL FOR FUND 01		DEPT. 20			7562.24
MURRAY OVERHEAD DOORS	45143	01-40-31100		MAINT BUILDING	237.50
GAS N WASH	4312	01-40-31805		MAINT VEHICLES	36.00
JAMES HERR & SONS	122911	01-40-31805		MAINT VEHICLES	837.44
POMP'S TIRE SERVICE INC.	411094713	01-40-31805		MAINT VEHICLES	147.04
SCOTT'S-U-SAVE	529936	01-40-31805		MAINT VEHICLES	26.00
SCOTT'S-U-SAVE	530044	01-40-31805		MAINT VEHICLES	34.88
HERITAGE F/S, INC.	35015953	01-40-33300		GASOLINE OIL	1016.39
HERITAGE F/S, INC.	99051258	01-40-33300		GASOLINE OIL	10.31
HERITAGE FS, INC	35015671	01-40-33300		GASOLINE OIL	743.69
HERITAGE FS, INC	35015786	01-40-33300		GASOLINE OIL	979.97
HERITAGE FS, INC	35015793	01-40-33300		GASOLINE OIL	952.97
HERITAGE FS, INC	35015842	01-40-33300		GASOLINE OIL	865.84
HERITAGE FS, INC	35015892	01-40-33300		GASOLINE OIL	1041.00
RUNCO OFFICE SUPPLIES AND EQUIP CO.	936122-0	01-40-33500		OFFICE SUPPLIES	441.20
ABSOLUTE BEST CLEANING SERVICES, INC.	14169	01-40-33502		CLEANING SERVICE	1313.00
MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI	8324220240301	01-40-33702		RADIO SERVICE	1601.00
JUST ELEVATOR INSPECTION SERVICE	8622	01-40-33703		MAINTENANCE CONTR	125.00

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 3

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
ACE HARDWARE-CRETE	190997/1	01-40-33900		ALL OTHER SUPPLIE	31.16	
CINTAS CORPORATION LOCKBOX	5185730130	01-40-33900		ALL OTHER SUPPLIE	32.40	
CINTAS CORPORATION LOCKBOX	5194232288	01-40-33900		ALL OTHER SUPPLIE	32.40	
COUNTY OF WILL	MARCH BLDGREPAY	01-40-34252		EASTCOM DISPATCH	188.16	
COUNTY OF WILL	MARCH2024-001	01-40-34252		EASTCOM DISPATCH	24649.94	
EAGLE UNIFORM COMPANY INC	2598-3	01-40-37302		NEW UNIFORMS	101.00	
EAGLE UNIFORM COMPANY INC	4035-3	01-40-37302		NEW UNIFORMS	65.00	
GALLS LLC	027152741	01-40-37302		NEW UNIFORMS	141.85	
NORTH EAST MULTI-REGIONAL TRAINING INC	349640	01-40-38700		POLICE TRAINING	1900.00	
NORTHWESTERN UNIVERSITY	20396	01-40-38700		POLICE TRAINING	4300.00	
LEXISNEXIS RISK SOLUTIONS	121394420240331	01-40-38901		DUES SUBSCRIPTION	666.67	
PROSHRED SECURITY	1386179	01-40-38917		RECORD DISPOSAL	64.17	
TOTAL FOR FUND 01		DEPT. 40			42581.98	
TOTAL FOR FUND 01				65069.00		
UNIFIRST CORPORATION	1201071731	03-30-32900		MAINT MATS/CLEANI	92.35	
ACE HARDWARE IN STEGER	155214	03-30-33500		OFFICE SUPPLIES	19.93	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	935539-0	03-30-33500		OFFICE SUPPLIES	122.25	
ABSOLUTE BEST CLEANING SERVICES, INC.	14169	03-30-33502		CLEANING SERVICE	1709.00	
MARIE RZAB *****USE RZABM*****	MARCH 27/24	03-30-33504.01		INSTRUCTOR-AEROBI	360.00	
SMITHEREEN COMPANY	3337955	03-30-33703		MAINTENANCE CONTR	68.00	
ADT COMMERCIAL LLC	32429557 3/27	03-30-33704		SECURITY SYSTEM	67.40	
TOTAL FOR FUND 03		DEPT. 30			2438.93	
ELMER & SON LOCKSMITHS INC	414568	03-31-31100		MAINT BUILDING	575.50	
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC	SP4/85112	03-31-31300		MAINT PARKS/PLAYG	215.60	
SHOREWOOD HOME & AUTO, INC.	02-403550	03-31-31300		MAINT PARK/PLAYGR	329.32	

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 4

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
SHOREWOOD HOME & AUTO, INC. 02-404854		03-31-31300		MAINT-PARKS/PLAYG	325.91
SHOREWOOD HOME & AUTO, INC. 02-404855		03-31-31300		MAINT-PARKS/PLAYG	825.55
TOTAL FOR FUND 03		DEPT. 31			2271.88
TOTAL FOR FUND 03					4710.81
THORN CREEK BASIN SANITARY DISTRICT MARCH2024		06-00-15800		A/P THORN CREEK S	28196.07
THORN CREEK BASIN SANITARY DISTRICT MARCH2024		06-00-15801		A/P THORN CREEK P	1721.97
CORE & MAIN U517554		06-00-31504		MAINT MAINS	138.09
GREAT LAKES CONCRETE, LLC 21897		06-00-31504		MAINT MAINS	681.10
M&J UNDERGROUND, INC M24-0176		06-00-31504.01		MAINT MAINS OUTSI	8895.00
M&J UNDERGROUND, INC M24-0177		06-00-31504.01		MAINT MAINS OUTSI	2760.00
O'REILLY AUTO PARTS 3414-287082		06-00-31805		MAINT VEHICLES	8.18
UNIFIRST CORPORATION 1201072079		06-00-32900		MAINT OTHER	43.75
NICOR GAS 59283510002 4/3		06-00-33200		HEATING	70.91
HERITAGE F/S, INC. 35015953		06-00-33300		GASOLINE OIL	368.69
HERITAGE F/S, INC. 99051258		06-00-33300		GASOLINE OIL	10.32
HERITAGE FS, INC 35015671		06-00-33300		GASOLINE OIL	645.31
HERITAGE FS, INC 35015786		06-00-33300		GASOLINE OIL	355.49
HERITAGE FS, INC 35015793		06-00-33300		GASOLINE OIL	345.69
HERITAGE FS, INC 35015842		06-00-33300		GASOLINE OIL	602.20
HERITAGE FS, INC 35015892		06-00-33300		GASOLINE OIL	377.63
ACE HARDWARE IN STEGER 155161		06-00-33501		SHOP SUPPLIES	10.34
ACE HARDWARE IN STEGER 155183		06-00-33501		SHOP SUPPLIES	66.19
CRETE LUMBER & SUPPLY CO B172446		06-00-33501		SHOP SUPPLIES	13.49
CRETE LUMBER & SUPPLY CO B172695		06-00-33501		SHOP SUPPLIES	22.23
MENARDS - MATTESON 1321		06-00-33501		SHOP SUPPLIES	62.85-
MENARDS - MATTESON 1322		06-00-33501		SHOP SUPPLIES	79.99
USA BLUE BOOK INV00310135		06-00-33501		SHOP SUPPLIES	1037.67

SYS DATE:04/12/24

Village of Steger
A / P W A R R A N T L I S T

SYS TIME:10:26
[NW2]

DATE: 04/12/24

REGISTER # 173
Friday April 12, 2024

PAGE 5

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
UNIFIRST CORPORATION	1201069309	06-00-33800		UNIFORM SERVICE	113.30
UNIFIRST CORPORATION	1201070729	06-00-33800		UNIFORM SERVICE	113.30
UNIFIRST CORPORATION	1201072080	06-00-33800		UNIFORM SERVICE	113.30
WATER SOLUTIONS UNLIMITED	122561	06-00-33907		CHEMICALS	3355.36
VEENSTRA & KIMM INC.	6671017	06-00-34300		ENGINEERING FEES	440.00
VEENSTRA & KIMM INC.	6675006	06-00-34300		ENGINEERING FEES	3494.50
SUBURBAN LABORATORIES INC	223769	06-00-34800		WATER TESTING FEE	330.20
ALBERTO MAGANA	CDLREIMB	06-00-38400		EMPLOYEE TRAINING	51.13
TOTAL FOR FUND 06		DEPT. 00			54398.55
TOTAL FOR FUND 06				54398.55	
UNIFIRST CORPORATION	1201072079	07-00-31100		MAINT BUILDING	43.76
ACE HARDWARE IN STEGER	155202	07-00-31210		MAINT SIGNS	12.96
MEADE	708174	07-00-31210		MAINT SIGNS	910.00
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC	SP4/85112	07-00-31700		MAINT MOTORIZED E	215.60
KEITH'S POWER EQUIPMENT INC	136118	07-00-31700		MAINT MOTORIZED E	4.98
KEITH'S POWER EQUIPMENT INC	136241	07-00-31700		MAINT MOTORIZED E	156.79
SHOREWOOD HOME & AUTO, INC.	02-404854	07-00-31700		MAINT MOTORIZED E	325.92
SHOREWOOD HOME & AUTO, INC.	02-404855	07-00-31700		MAINT MOTORIZED E	825.55
TRL TIRE SERVICE CORP	274657	07-00-31700		MAINT MOTORIZED E	26.50
JAMES HERR & SONS	122938	07-00-31805		MAINT VEHICLES	1214.68
MONARCH AUTO SUPPLY INC	6981-618249	07-00-31805		MAINT VEHICLES	21.42
O'REILLY AUTO PARTS	3414-288429	07-00-31805		MAINT VEHICLES	5.49
SHOREWOOD HOME & AUTO, INC.	02-403550	07-00-31805		MAINT VEHICLES	329.33
TERRY'S FORD	73600	07-00-31805		MAINT VEHICLES	8036.14
TRL TIRE SERVICE CORP	274659	07-00-31805		MAINT VEHICLES	60.00
HERITAGE F/S, INC.	35015953	07-00-33300		GASOLINE OIL	368.69
HERITAGE F/S, INC.	99051258	07-00-33300		GASOLINE OIL	10.32

SYS DATE:04/12/24

Village of Steger
A / P W A R R A N T L I S T

SYS TIME:10:26
[NW2]

DATE: 04/12/24

REGISTER # 173
Friday April 12, 2024

PAGE 6

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE FS, INC	35015671	07-00-33300		GASOLINE OIL	645.31
HERITAGE FS, INC	35015786	07-00-33300		GASOLINE OIL	355.48
HERITAGE FS, INC	35015793	07-00-33300		GASOLINE OIL	345.69
HERITAGE FS, INC	35015842	07-00-33300		GASOLINE OIL	602.19
HERITAGE FS, INC	35015892	07-00-33300		GASOLINE OIL	377.62
ACE HARDWARE IN STEGER	155161	07-00-33501		SHOP SUPPLIES	10.35
ACE HARDWARE IN STEGER	155190	07-00-33501		SHOP SUPPLIES	98.05
ACE HARDWARE IN STEGER	155192	07-00-33501		SHOP SUPPLIES	14.00
ACE HARDWARE IN STEGER	155194	07-00-33501		SHOP SUPPLIES	16.18
ACE HARDWARE IN STEGER	155207	07-00-33501		SHOP SUPPLIES	53.97
CRETE LUMBER & SUPPLY CO	B172446	07-00-33501		SHOP SUPPLIES	13.49
CRETE LUMBER & SUPPLY CO	B172695	07-00-33501		SHOP SUPPLIES	22.23
MENARDS - MATTESON	1321	07-00-33501		SHOP SUPPLIES	62.85-
MENARDS - MATTESON	1322	07-00-33501		SHOP SUPPLIES	79.99
COMCAST	0172327 3/27	07-00-33700		TELEPHONE	96.51
COMCAST	0172327 3/27	07-00-33701		CABLE/INTERNET SE	96.50
UNIFIRST CORPORATION	1201069309	07-00-33800		UNIFORM SERVICE	113.29
UNIFIRST CORPORATION	1201070729	07-00-33800		UNIFORM SERVICE	113.29
UNIFIRST CORPORATION	1201072080	07-00-33800		UNIFORM SERVICE	113.29
TOTAL FOR FUND 07		DEPT. 00			15672.71
TOTAL FOR FUND 07				15672.71	
COMED	5540817000 3/9	08-00-33102		ELECTRICITY TRAFF	36.97
COMED	7690892222 3/26	08-00-33102		ELECTRICTY TRAFFI	9095.68
TOTAL FOR FUND 08		DEPT. 00			9132.65
TOTAL FOR FUND 08				9132.65	

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 7

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXXACT INTERNATIONAL INC 1126		13-51-37305		NEW UNIFORMS	150.00
TOTAL FOR FUND 13		DEPT. 51			150.00
EXXACT INTERNATIONAL INC 1130		13-53-37305		NEW UNIFORMS	250.00
EXXACT INTERNATIONAL INC 1141		13-53-37305		NEW UNIFORMS	4860.00
TOTAL FOR FUND 13		DEPT. 53			5110.00
TOTAL FOR FUND 13					5260.00
ILLINOIS COUNTIES RISK MANAGMENT TRUST S-INV001456		15-00-36100		CASUALTY	38844.00
ILLINOIS COUNTIES RISK MANAGMENT TRUST S-INV001457		15-00-36200		WORKMAN'S COMPENS	25162.00
TOTAL FOR FUND 15		DEPT. 00			64006.00
TOTAL FOR FUND 15					64006.00
COMCAST	0172350 3/27	16-00-33700		TELEPHONE	88.79
COMCAST	0172350 3/27	16-00-33701		CABLE/INTERNET SE	88.79
TOTAL FOR FUND 16		DEPT. 00			177.58
TOTAL FOR FUND 16					177.58
** TOTAL CHECKS TO BE ISSUED					218427.30
01	CORPORATE				65069.00
03	PLAYGROUND/RECREATION				4710.81
06	WATER/SEWER FUND				54398.55
07	ROAD & BRIDGE				15672.71
08	MOTOR FUEL TAX				9132.65
13	BOOSTER CLUB				5260.00

SYS DATE:04/12/24

Village of Steger

SYS TIME:10:26

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

[NW2]

REGISTER # 173

DATE: 04/12/24

Friday April 12, 2024

PAGE 8

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
			DESCRIPTION			
15					64006.00	
				LIABILITY INSURANCE FUND		
16					177.58	
				H.S.E.M.		
TOTAL FOR REGULAR CHECKS:					218,427.30	

SYS DATE:04/12/24

Village of Steger
A / P W A R R A N T L I S T

SYS TIME:10:26
[NW2]

DATE: 04/12/24

Friday April 12, 2024

PAGE 9

=====

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

=====

PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COOK COUNTY SHERIFF'S POLIC	24-2-S-1	79CADEMY 01-40-38700	04/11/24	18078 POLICE TRAINING	3250.00
TOTAL FOR FUND 01		DEPT. 40			3250.00
TOTAL FOR FUND 01				3250.00	
AMBER MULDER	REF4/13/24	78 13-55-33200	04/13/24	18075 OFFICIALS VOLLEYB	75.00
HANNAH STALEY	REF4/13/24	78 13-55-33200	04/13/24	18076 OFFICIALS VOLLEYB	45.00
KATELYN GOURLEY	REF4/13/24	78 13-55-33200	04/13/24	18074 OFFICIALS VOLLEYB	100.00
NATHAN LEIGH	REF4/13/24	78 13-55-33200	04/13/24	18077 OFFICIALS VOLLEYB	60.00
TOTAL FOR FUND 13		DEPT. 55			280.00
TOTAL FOR FUND 13				280.00	
** TOTAL MANUAL CHECKS LISTED					3530.00
** TOTAL OF ALL LISTED CHECKS					221957.30



Customer Success Team Values

Partner with Placer.ai to solve your specific workflow challenges, and implement solutions that help your team chart new territories.

Customer Success Manager (CSM) Value Propositions



Simplified Data

- Our data is made to be easily consumable. Any additional questions can be answered with the help of your CSM.



Ongoing Support

- Your CSM will meet with you on a regular basis to discuss your needs, product launches, and ever-evolving use cases.



Success Oriented

- CSMs are named, dedicated professionals that provide personalized attention focused on your business needs.



Personal Consultation

- Use your CSM to facilitate custom reports and help prepare data for upcoming presentations.



Knowledge Sharing

- Sharing is caring. Your CSM will share methods and best practices from their experiences with other customers to help you get the most efficient use out of Placer.ai



Above & Beyond

- Rely on your CSM to learn how to leverage Placer.ai in your unique workflows, and turn our data into insights that move your business forward.

"With Placer.ai, we talk to people who understand the details of our workflows."



Sandy Sigal, President & CEO, NewMark Merrill Companies



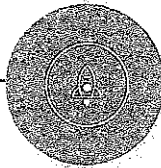
You're a Customer, Now What?

Timeline to becoming a Placer.ai Pro



First 48 Hours

Your dedicated CSM will reach out and make sure your account is set up properly. They will also schedule your kick-off call and include any relevant personnel.

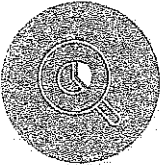


First Week

Your kick-off call is designed to review the Placer.ai Dashboard in more detail, gauge additional use cases, and set a cadence that makes sense for your team.

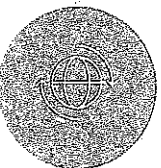
First 90 Days

Now that your team is comfortable using Placer.ai, your CSM will reassess your needs and begin gauging the success of ongoing initiatives. Say hello to custom reports!



Above & Beyond

Congrats! You are now a part of our 96%+ Placer.ai Renewal Club! Your CSM will continue to hold regular meetings to discuss new product features and train users.





Placer.ai

PLACER LABS, INC.

ORDER FORM

Village of Steger Address:	("Customer") 3320 Lewis Avenue Steger, IL 60475	Placer Labs, Inc. Address:	("Placer") 440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Ken Peterson	Contact Person	Haylee Taylor
Email:	kpeterson@villageofsteger.org	Billing Contact Person:	Melissa Anderson
Phone:	312-499-6300	Billing Email*:	billing@placer.ai
Billing Contact Email:		Billing Phone*:	415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the "Services") include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform ("**Placer's Platform**"), to all major venues within the United States
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. **Term and Termination.**

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

Should either Placer or Customer terminate this Order Form for any reason except for an event of non-payment or breach by Customer, Placer will remit to Customer the prorated Fee attributable to the balance of the Initial Term.

4. **Fees.**

\$16,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income. If tax exempt, Customer will provide Placer a copy of proof upon request.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period) by providing at least thirty (30) days' prior written notice thereof. The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services, subject to the provisions in Section 3.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document: if it (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement, unless prohibited by law. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement attached hereto as Exhibit A (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the Agreement this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

Village of Steger
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date:

**EXHIBIT A
PLACER LABS, INC.
LICENSE AGREEMENT**

This License Agreement (this “**Agreement**”) is entered into by and between Placer Labs, Inc., a Delaware corporation (“**Placer**”), and the customer (“**Customer**”) listed on the order form (the “**Order Form**”) entered into by and between Placer and Customer, effective as of the last signature date set forth on the Order Form (the “**Effective Date**”). Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in the Order Form.

1. LICENSE

Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by Customer), Placer hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services (as set forth in the Order Form) solely for the Permitted Uses (as set forth in the Order Form).

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Placer Data or any software, documentation or data related to the Services or Placer Data; (b) attempt to re-identify any anonymized, aggregated, deidentified, obfuscated, or statistical Placer Data, (c) modify, translate, or create derivative works based on Placer Data (except to the extent expressly set forth as Permitted Use in the Order Form), (d) share Placer Data with, or disclose Placer Data to, or use Placer Data for the benefit of, a third party (except to the extent expressly set forth as Permitted Use in the Order Form), (e) remove any proprietary notices or labels, (f) circumvent any security control or access mechanism for the Services or Placer Data, (g) perform systematic and/or bulk downloads of Placer Data, or web scraping of Placer Data/from the Services, or systematic API calling beyond the minimal amount needed for Permitted Uses, or attempt to reconstruct any portion of Placer Data, (h) use the Services or Placer Data in connection with any products, services, or activities that compete with Placer, or (i) attempt to build a user profile for a given individual or device based on Placer Data, or attempt, facilitate, or encourage others to identify a given individual or user or reconstruct user profiles based on Placer Data. Customer shall not, directly or indirectly, resell, distribute, sublicense, display, or otherwise provide to third parties the Services or any Placer Data or any derivatives of Placer Data, except that Customer may display Placer Data as part of Research Data during the Term. For the avoidance of doubt, and without limiting any other restrictions or obligations set forth in this Agreement, Customer shall not use, license, sub-license or distribute Placer Data or any data derived from Placer Data, for any of the following purposes: (I) in connection with establishing eligibility for employment, health care, credit or insurance; (II) for making decisions solely by automatic means where the decision has a significant effect on the individual to whom the data relates; (III) for any unlawful tracking or unlawful surveillance purposes; or (IV) to market or sell to law enforcement agencies or to any governmental agency to be used for a law enforcement purpose.

2.2 Customer represents, covenants, and warrants that Customer will use the Services and Placer Data and only in compliance with applicable laws and regulations. Furthermore, Customer will ensure all access to Placer (“log in”) shall be done using email addresses of Customer’s email domain, and never any personal email addresses. Although Placer has no obligation to monitor Customer’s access to and use of the Services or Placer Data Placer may do so and may prohibit any access or use it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Placer Data, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Access Equipment**”). Customer shall also be responsible for maintaining the security of the Access Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Access Equipment with or without Customer’s knowledge or consent.

2.4 Customer shall maintain information security measures to safeguard Customer's Access Equipment and Placer Data in Customer's possession, including appropriate physical, technical, and organizational measures to ensure the security of such data. Such measures shall include, but not be limited to, the highest degree of care that Customer utilizes to safeguard its own sensitive data, which shall be no less than industry standard security measures in any event.

2.5 Customer shall maintain accurate and complete records relating to its use of Placer Data during the Term and for a period of one (1) year thereafter. Placer or its designee(s) may, at any time upon not less than ten (10) business days' notice to Customer, examine such records of Customer (and its affiliates and contractors, if any are permitted to use Placer Data) related to Customer's and any such parties' use of Placer Data ("Audit"). Customer will cooperate fully, and cause its affiliates and contractors to cooperate fully, with any such Audit(s) and will provide all records, data, documentation, and other information reasonably requested by Placer. The Audit(s) will be conducted during normal business hours, and at Placer's expense; provided however if such Audit reveals misuse of Placer Data by Customer, then Customer will bear the cost of such Audit, without limiting any other rights or remedies that Placer may have with respect to any such misuse of Placer Data.

3. PROPRIETARY RIGHTS

3.1 Placer shall own and retain all right, title and interest in and to (a) the Services and Placer Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with supporting the foregoing, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

3.2 Customer may provide feedback to Placer in respect of the Services or Placer Data. Feedback may include, without limitation, updates to or corrections of Placer Data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to Customer.

3.3 In the course of using the Services, Customer may upload data (e.g., Customer's customer data) to the Services. Such uploaded data is referred to herein as "Customer Data". Customer hereby grants Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("Anonymized Customer Data") in connection with the Services. Customer also hereby grants each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect Customer's ownership of Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. Customer, not Placer, remains solely responsible for all Customer Data that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer represents and warrants that Customer possesses all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

4. WARRANTY AND DISCLAIMER

4.1 Placer shall use reasonable efforts consistent with prevailing industry standards to provide access to the Services and Placer Data. Access may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Placer or by third-party providers, or because of other causes beyond Placer's reasonable control, but Placer shall use reasonable efforts to provide advance notice, by posting in the Services, email, or otherwise, of any scheduled service disruption. PLACER DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR PLACER DATA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA.

4.2 Placer Data shall not include (i) any personally identifiable data, including but not limited to, name, email address, address or any other personal identifier (“**Personal Data**”), nor (ii) any sensitive data, including but not limited to Personal Data relating to social security numbers and other government identifiers, information relating to health or medical conditions, and information relating to sex life or sexual orientation, political opinions, and financial account numbers (“**Sensitive Data**”).

4.3 Placer represents and warrants that to its knowledge the Services and Placer Data do not infringe the intellectual property rights of any third party and comply with applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND PLACER DATA ARE PROVIDED “AS IS” AND PLACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLACER DATA ARE COMPILED BASED ON PROPRIETARY ALGORITHMS, AND PLACER DOES NOT WARRANT THAT ALL DATA SHALL BE COMPLETE AND ACCURATE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA. Without limiting the foregoing disclaimer, Customer acknowledges and agrees that Placer Data consist of and represent the result of statistical inferences. Placer is not a backup service, and Customer is solely responsible for creating any backups of data provided by Placer. Placer is not responsible for decisions made by Customer based on Placer Data.

5. INDEMNITY

5.1 Placer shall defend, indemnify and hold Customer harmless from liability to third parties resulting from infringement by Placer’s provision of Placer Data of any United States patent or any copyright or misappropriation of any trade secret. Placer shall additionally defend, indemnify, and hold Customer harmless from any claims, losses, or liabilities arising out of or related to the infringement of privacy rights. This indemnification obligation shall apply regardless of whether the alleged infringement occurs during or after the term of this Agreement. The foregoing obligations do not apply with respect to any portions or components of Placer Data (i) that are created, compiled, or modified by any party other than Placer, (ii) combined with other products, processes, data, or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of alternatives that would have avoided the alleged infringement, or (iv) where Customer’s use of Placer Data is not strictly in accordance with this Agreement. If, due to a claim of infringement, Placer Data are held by a court of competent jurisdiction to be or are believed by Placer to be infringing, Placer may, at its option (a) obtain for Customer a license to continue using Placer Data or (b) terminate the Order Form and Customer’s rights thereunder and provide Customer a refund of any prepaid, unused fees for Placer Data.

5.2 Intentionally Omitted.

5.3 The obligations of either party to provide indemnification hereunder is subject to the party seeking indemnification (a) providing the indemnifying party with prompt written notice of any claim, (b) providing the indemnifying party with sole control over the defense and settlement of the applicable claim and (c) reasonably cooperating with the indemnifying party in defending such claim. Subject to the foregoing, the indemnified party may be represented in any proceeding by counsel of its own choosing at its own expense.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR NON-PAYMENT OF FEES, EACH PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA OR FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO PLACER UNDER THE ORDER FORM DURING THE

PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM GIVING RISE TO ANY LIABILITY HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS, THE FOREGOING LIMITATIONS WILL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF LICENSING RESTRICTIONS.

7. EXPORT CONTROL

Customer may not remove or export from the United States or allow the export or re-export of Placer Data, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8. MISCELLANEOUS

This Agreement includes and incorporates Placer's privacy policy located at <https://www.placer.ai/privacy-policy/platform-services-privacy-policy/> (the "**Privacy Policy**"). The Order Form, the Privacy Policy, and all other referenced documents, if any, are integral parts of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent provided, however, that no consent shall be required for any assignment in connection with a Sale of Business (as defined below). "Sale of Business" means an acquisition of Placer, a merger of Placer with or into another entity, a sale of Placer's assets, or similar transactions. . This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Placer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. This Agreement shall have the same Term as, and shall terminate or expire concurrently with, the Order Form. The following will survive any termination of this Agreement and Order Form: Sections 2.1, 2.4, 2.5, 3.1, 3.2, 4 through 8 of this Agreement.

Metro

Paramedic Services, Inc.

**PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
FOR EMS/FIREFIGHTING STAFFING TO THE
VILLAGE OF STEGER**

March 1, 2024

This Public-Private Partnership Agreement for EMS/Firefighting Staffing Services (this "Agreement") is effective this 29th day of February, 2024, and is made and entered into by and between Metro Paramedic Services, Inc., an Illinois Corporation, (hereinafter referred to as "Contractor"), and the Village of Steger, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Client "). Contractor and Client may, for convenience purposes only, be collectively referred to as the "Parties" or singularly as a "Party".

WHEREAS, Contractor is in the business of providing emergency medical service and firefighter service personnel who possess the necessary skills, training and licensure; and

WHEREAS, Client provides fire protection and emergency medical services for residents of Client; and

WHEREAS, Client wishes to out-source with Contractor for personnel to fulfill a portion of Client's firefighting and/or emergency medical service staffing needs and Contractor wishes to provide such personnel on an independent contractor basis to Client (the "Assignment"); and

WHEREAS, as used in this Agreement, the terms "personnel" and "employees" mean Contractor's employees placed with Client pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

ARTICLE 1: Incorporation.

The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

ARTICLE 2: Term.

The term of this Agreement shall be for a period of three (3) years, commencing at 7:00 a.m. on February 29, 2024 and continuing through and terminating at 7:00 a.m. on February 28, 2027 unless cancelled or terminated by either Party upon written notice to the other Party according to the terms of this Agreement.

ARTICLE 3: Cancellation.

Either Party to this Agreement may cancel this Agreement without cause upon providing the other Party ninety (90) calendar days written notice of such cancellation or termination and this Agreement and the Parties' obligations thereunder shall end at the end of such ninety (90) calendar days' notice period.

If one Party commits a material breach of this Agreement, the other Party shall provide a detailed written statement of the claimed material breach. If the alleged breaching Party fails to cure such breach, if curable, within thirty (30) business days, the other Party may terminate this Agreement at the expiration of the thirty (30) business day period unless the Parties agree that additional time is necessary to ensure an orderly transfer of firefighting or emergency medical services and to ensure the safety of Client's citizens; however, in no event shall such additional time extend for more than an additional thirty (30) calendar days without agreement of both Parties. If a material breach compromises the safety of Client's residents, in whole or in part as determined by Client in its sole discretion, Contractor shall cure the material breach within forty-eight (48) hours of receiving notice of the breach from the Village Administrator. The acceptance of any cure shall not be unreasonably withheld. If Contractor disputes the alleged material breach or Client's Village Administrator refuses to accept Contractor's proposed cure, Contractor may request an opportunity to be heard by Client's Board of Trustees before any decision of cancellation or termination is made; provided Contractor's request is in writing and delivered to the Village Administrator within seven (7) calendar days of the Village Administrator's decision. The decision of Client's Village Board of Trustees shall be final.

Notwithstanding anything to the contrary in this Agreement, should any early cancellation or termination give rise to liability to either Party under the federal or state laws known as WARN Acts or similar laws, such cancellation or termination shall be delayed so the Parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law.

Upon cancellation or termination of this Agreement, the Client's sole obligation to the Contractor shall be to remit any outstanding payments owed to the Contractor for services rendered up to and including the expiration date.

ARTICLE 4: Equipment Provided.

Client shall provide all ambulance vehicles, medical equipment, radio communication devices, electronic patient care reporting devices, firefighting equipment and apparatus, personal protective equipment (bunker gear) and any and all other equipment needed to provide firefighting and emergency medical services. If Contractor's personnel are called upon to operate equipment or apparatus owned by Client, such personnel shall operate it in a safe, competent and careful manner and in accordance with Client's operating policies for such equipment or apparatus.

Contractor will make available at the request of Client a reserve ambulance for use at the Assignment if Client's primary ambulance breakdowns, provided Contractor has an ambulance available. Client will not be charge for use of the reserve

ambulance at the Assignment for up to thirty (30) days. However, after thirty (30) days, Client will be charged a daily fee of \$150.00 for each day the reserve ambulance is in service at the Assignment.

ARTICLE 5: Personnel Provided.

Contractor shall utilize its best efforts to provide personnel identified below with the required skills, experience, licenses, bonds, and other qualifications for the Assignment. Contractor shall be responsible for recruiting, interviewing, testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

- a. Contractor shall use its best efforts to provide three (3) full-time Firefighter/Paramedics (FF/PM's) to always be on duty. The three (3) FF/PM's shall be assigned daily to work 24-hour shifts on a regular basis assigned to Client. The personnel assigned to Client shall be on permanent assignment to Client and not shared with other clients of Contractor, except as Paid on Call (POC) or volunteer members. Provisionally licensed employees of Contractor shall not be assigned to Client's Fire Department (the "Department").
- b. Contractor shall use its best efforts to assign replacement personnel, to be chosen at Contractor's discretion, to the Assignment in the event of illness, vacation, or any other event that causes the absence of regularly assigned personnel. Contractor shall use best efforts to ensure that replacement personnel have the same necessary certifications and qualifications that Contractor requires of its regularly assigned personnel.
- c. Contractor shall use its best efforts to ensure that the personnel assigned to this Assignment under this Agreement shall have the necessary and required State of Illinois certifications and be approved to function in the Department's designated EMS System and to keep certifications in good standing at all times.
- d. Contractor shall use its best efforts to ensure that all personnel are certified by the Illinois Office of State Fire Marshal to the minimum level of Basic Operations Firefighter and to keep certifications in good standing at all times. However, Client shall have sole discretion to permanently or temporarily waive this requirement.
- e. Contractor shall use its best efforts to ensure that all personnel assigned by Contractor to the Assignment will have successfully completed the physical agility requirements of Contractor.
- f. Prior to beginning work on the Assignment, Contractor shall require

that all assigned personnel attend and complete Contractor's orientation program at Contractor's facility or at Client's facility and at Contractor's expense.

- g. Personnel assigned to the Assignment shall continue their professional education when not scheduled to work and meet all ongoing requirements of the EMS System committed to by Client, the U.S. Department of Transportation, and the Illinois Department of Public Health and any other requirements that from time to time may be imposed by law or regulation.
- h. Personnel who drive and operate an ambulance and other fire equipment owned by Client shall possess and always maintain the appropriate valid driver's license to drive and operate such vehicles.
- i. Personnel shall not be excluded from or ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b (f) (or any applicable successor statutory section) or in any other government payment program, including but not limited to the Illinois Medicaid Program. Personnel shall be enrolled in the Illinois Department of Healthcare and Family Services' Illinois Medicaid Program Advanced Cloud Technology (IMPACT) system and shall be screened by Contractor against:
 - i) The OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii) Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii) The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.
- j. Contractor's employees will receive Holiday Pay incentive for the following days:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- k. Client shall be solely responsible for providing Contractor's employees with work space, a locker, a bed and use of Client's

facilities while on duty so that Contractor's employees shall have ready access to the firefighting, emergency medical services equipment, and other tools required to perform assigned duties.

ARTICLE 6: Selection of Personnel.

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the provision and selection of personnel shall be as follows:

- a. Client's designated EMS system requirements for emergency medical services personnel must be met in addition to personnel meeting all applicable laws and regulations. In determining whether an applicant has met these requirements, Contractor shall consult with the Fire Chief and shall make available the resumes of any person who is being considered for assignment and the Fire Chief may request that Contractor reject or remove any personnel who does not meet the legal and/or contractual qualifications of the job.
- b. If the employment of any assigned Contractor's employee is terminated with Contractor, Contractor shall immediately notify the Fire Chief and Contractor shall immediately provide a suitable replacement.
- c. Client may request Contractor to no longer assign any given Contractor's employee to Client for any legal reason. Such request shall be made in writing, shall detail the reason(s) for the request, and comply with both Parties' goals and commitments as equal opportunity employers. Upon receipt of such request, Contractor shall replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period, which shall not exceed thirty (30) days. All temporary and permanent replacement employees shall be selected in accordance with the foregoing provisions of this Agreement. However, the power to hire, promote and terminate personnel shall at all times reside with Contractor.
- d. Contractor shall conduct drug screenings and background checks on personnel assigned to perform services under this Agreement which shall include a criminal and exclusions list (debarment from participation in any federally funded healthcare program such as Medicare and Medicaid) screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by Client or required by law, Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required

documentation for each applicant or personnel, with a corresponding adjustment in the fee. Additional tests and/or documentation may be required for certain assignments. Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, upon request, to Client. Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish such items under the terms of this Agreement.

- e. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

ARTICLE 7: Duties.

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the duties of Contractor's personnel shall be as follows:

- a. Contractor's regular and replacement personnel assigned to Client shall perform firefighting and or EMS duties and any related operational matters as assigned by Contractor in consultation with the Fire Chief and/or his/her designated officer. All regular and replacement personnel shall serve under the supervision of Contractor in consultation with the Fire Chief or his designated officer through Contractor's Operations Manager. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; personnel shall report to Contractor all employment and disciplinary related matters.
- b. Contractor will maintain training and certification records for Contractor's employees assigned to Client.
- c. In addition to regularly assigned duties, Contractor's personnel shall perform the following services at no additional cost to Client and as reasonably directed by the Fire Chief: (1) present demonstrations of ambulance and related equipment, (2) assist in instruction of cardio-pulmonary resuscitation (CPR) classes, (3) conduct blood pressure screening, (4) perform routine maintenance of station, ambulances and EMS equipment, (5) provide station tours, (6) familiarize themselves with the streets, hazards and corporate boundaries of Client, and (7) perform other such duties connected with the EMS pre-hospital profession.

ARTICLE 8: Consideration.

In consideration of the services to be provided by Contractor to Client pursuant to the provisions of this Agreement, Client will pay Contractor the total sum of \$335,923.00 in Year One (1) of this Agreement as compensation for those services. This sum shall be paid in twelve equal monthly payments of \$27,993.58 due and owing on the fifteenth (15th) day of the month. Subsequent monthly payments shall be due on the fifteenth day of each month in Year One (1). The Parties shall negotiate in good faith to set compensation for Years Two (2) and Three (3) of this Agreement no later than ninety (90) calendar days prior to the anniversary date of this Agreement, which is every March 1st during the term of this Agreement. These negotiations shall include at least a minimum of one (1) discussion.

If Client and Contractor are unable to come to an agreement as a result of good faith negotiations by at least thirty (30) calendar days prior to the anniversary date of this Agreement, to set compensation for Years Two and Three, Contractor shall automatically increase its fees by 3% over the previous Contract Year's compensation, as stipulated within this Article 8 below. This adjustment shall be considered binding unless otherwise amended by mutual agreement in accordance with Article 24 of this Agreement.

In the absence of an alternative agreement, Client shall pay Contractor the total sum of \$346,000.69 in Year Two (2) of this Agreement as compensation for Contractor's services during Year Two (2). This sum shall be paid in twelve equal monthly payments of \$28,833.39 due and owing on the fifteenth (15th) day of the month. Subsequent monthly payments shall be due on the fifteenth (15th) day of each month in Year Two (2).

In the absence of an alternative agreement, Client shall pay Contractor the total sum of \$356,380.71 in Year Three (3) of this Agreement as compensation for Contractor's services during Year Three (3). This sum shall be paid in twelve equal monthly payments of \$29,698.39 due and owing on the fifteenth (15th) day of the month. Subsequent monthly payments shall be due on the fifteenth (15th) day of each month in Year Three (3).

If Client requests that Contractor assign additional firefighter/paramedic personnel to Client, or Client requests assigned firefighter/paramedic to work hours in excess of those specified in this Agreement, Client shall pay Contractor \$34.40 per hour, for hours worked in excess of those specified in this Agreement, in such instances Contractor shall invoice the Village the following month for any excess hours worked. Additional personnel assigned to Client shall require an amendment to this Agreement or a written and executed copy of a Memorandum of Understanding (MOU) by and between Contractor and Client. Contractor shall issue an invoice for excess personnel or excess personnel hours, and Client agrees to pay any such invoice within thirty (30) days after receiving such invoice.

If compensation or benefits to assigned personnel should vary during the term of this Agreement due to local, state, or federal law change (including but not limited to minimum wage increases or paid sick leave), the Parties agree to renegotiate compensation to cover Contractor's increased costs plus a reasonable administrative fee.

- a. Contractor shall be solely responsible for;
 - i. Compensating and providing the employment benefits set forth in this Agreement, if any, to its personnel;
 - ii. Making all required deductions from compensation paid to the personnel and timely remitting such deductions and any required contributions from Contractor to the appropriate government agency as required by law;
 - iii. Complying with all applicable federal, state and local laws and regulations regarding the employment of such personnel.
- b. Contractor will properly and timely file all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
- c. Contractor's personnel and employees shall not be entitled to participate in any of Client's employee benefit plans, including pension, 401(k), profit sharing, retirement plan, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- d. Contractor will use its best efforts to ensure that each employee assigned to the Assignment will be at least 20 years of age and either a United States citizen or an individual lawfully entitled to perform work in the United States. Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless Client, to the extent permitted by law, from such audits, fines or penalties described within this Section vi.
- e. Client will promptly advise Contractor in writing of any billing dispute or any other dispute which may arise. Client and Contractor will identify and attempt to promptly resolve all disputes through face-to-face meetings between Client's Fire Chief and Contractor's manager in charge of this account. If the Parties are unable to resolve the dispute through face-to-face meetings, the Parties agree to submit the dispute to a mediator agreed upon by the Parties or in accordance with the rules of the JAMS,

with each Party bearing half of the mediation costs. Client will pay the undisputed portion of billable transactions as set forth above.

- f. Contractor and Client will promptly furnish to the other Party such reasonable information that such other Party may request to enable each of them to analyze the services and the activities of the other Party and the personnel involved in the dispute.

ARTICLE 9: Limited Remedy.

The limited remedy set forth in this Article solely pertains to Contractor's Staffing obligations as reflected within Article 5 herein and does not release Contractor from any other obligations, representations or warranties reflected in the Agreement or does not limit or preclude any remedies provided by law or equity to Client for Contractor's failure to perform its other obligations or to comply with its representations and warranties under this Agreement. The Parties agree that to the extent Contractor is unable to fulfill its staffing obligations described in Article 5 herein, Client's sole remedy for Contractor's inability to provide staffing as stipulated within this Agreement shall be as follows: Contractor shall either a) not charge or invoice Client in an amount equal to the total cost of the position or positions for which Contractor was unable to staff; or b) if Client has already paid for the services of such position or positions in advance, refund to Client the fees equal to the position or position(s) for which Contractor was unable to staff with its personnel. Notwithstanding anything to the contrary set forth herein, either Party shall have the right to terminate this Agreement if Contractor is unable to provide qualified personnel for the Assignment as required under this Agreement within thirty (30) days of a vacancy.

ARTICLE 10: Limitation of Authority.

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of their obligations herein, and render directions to all third parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall either Party have the right or authority, express or implied, to commit, bind or obligate the other Party contractually or otherwise to any liability or agreement or to cause the other Party to incur any obligation to any third party.

ARTICLE 11: Equipment Uniforms and Facilities.

Client shall supply uniforms and a complete set of bunker gear for all regular and replacement employees working in hazardous areas or conditions. The bunker gear shall meet the minimum requirements of NFPA and OSHA/IDOL. Contractor's personnel will be responsible for operating and working with the equipment provided by Client in a safe and careful manner. Client will be

responsible for all repairs, insurance, maintenance and any other direct or indirect costs of such equipment. Client shall be solely responsible to provide Contractor's employees with lockers, beds and use of Client's facilities while on duty so that Contractor's employees shall have ready access to the firefighting and emergency medical services equipment required to perform the Assignment. The uniforms, equipment, facilities and all direct or indirect costs thereof has been taken into account as the consideration set forth in Article 8 was determined.

ARTICLE 12: Insurance.

Contractor shall provide, at its sole expense, the following insurance coverages during the term of this Agreement:

- a. **Workers Compensation Insurance.** Contractor shall purchase, maintain, and upon request of Client, shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law. Contractor hereby waives any right or claim it, or its insurer may have pursuant to 820 ILCS 205/1 (a)(4) to recover from the Village any workers' compensation claims r payments, attorney's fees, and other expenses on account of any injury or workers' compensation claim made by any person providing services under this Agreement, except where such injury or workers' compensation claim arises directly from the willful, wanton, or negligent acts, or failure to act or omissions of the Village. In such instances, the Contractor reserves the right seek reimbursement from the Village for workers' compensation claims, including related attorney's fees and expenses, in accordance with applicable laws and regulations. The Village agrees that this subparagraph represents a waiver as contemplated by that statute, subject to the aforementioned exception.
- b. **Professional Liability Insurance.** Contractor shall purchase, maintain and upon request shall provide evidence that it has secured comprehensive professional liability insurance with a single limit of \$1,000,000.00 (one million dollars) per occurrence, and additional aggregate coverage of at least \$10,000,000 (ten million dollars).
- c. **Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Client shall purchase, maintain and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Client's vehicles, with a minimum single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$5,000,000 (five million dollars). Contractor shall not be required to procure and maintain business auto physical damage, collision, and underinsured and uninsured vehicle coverage on vehicles, accessories, and equipment owned by Client

and operated by Contractor's employees.

- d. **Comprehensive General Liability Insurance.** Contractor shall purchase, maintain, and upon request shall produce evidence that it has comprehensive general liability insurance, or equivalent coverage, affording the following coverages and limits: contractor's insurance, including contractual liability and errors and omissions insurance, which shall include employment-related practices, products and complete operations insurance, bodily injury, property damage and personal injury insurance, with a minimum of \$1,000,000.00 (one million dollars) combined single limit of liability for all underlying coverage. With an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$10,000,000 (ten million dollars). Contractor may purchase a single excess policy for both CGL and professional liability coverage, if necessary.
- e. **Crime Insurance.** Contractor must provide Blanket Crime coverage that covers its employees against dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crime risks to clients/patient property with limits no less than \$500,000.00.
- f. **Contractor's Insurance.** In the event that any claim or suit is brought against Client and the claim is directly attributable to the fault/negligence of Contractor's employees, Contractor's insurance shall be primary and will defend and indemnify Client from the claim.
- g. **Client's Insurance.** In the event that any claim or suit is brought against Contractor and the claim is directly attributable to the fault/negligence of Client's employees, Client shall be primary and will defend and indemnify Contractor from the claim.
- h. **Client as Additional Insured.** Contractor shall name Client, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable policies shall contain a provision requiring sixty (60) day advance notice to Client in the event of cancellation. Before Contractor commences services hereunder, a copy of Contractor's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to Client.
- i. **Contractor as Additional Insured.** Client shall name Contractor, and its officers, agents and employees as additional insureds on all applicable insurance policies. All applicable policies shall contain a provision requiring sixty (60) day advance notice to Contractor in the event of cancellation. Before services commence hereunder, a copy of Client's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to Client.

- j. **Coverage Not to Be Changed By Sale of Contractor.** In the event that a controlling interest of Contractor's business is sold or transferred, the insurance coverage described in this Agreement shall not in any way be materially changed.
- k. **Notice of Change in Coverage or Cancellation.** Contractor shall notify Client within forty-eight (48) hours of being notified of any change in coverage limits or status of its insurance policies. Contractor's election to provide any coverage required by this Agreement through a plan of self-insurance shall be considered a material change and default of this Agreement unless Client, in its sole discretion, approves such a plan.

At all times during the term of the Agreement, and throughout any renewal periods, Contractor will maintain insurance coverage. Client will be designated as an additional insured on all applicable policies. All insurance will be furnished by an insurance carrier appropriately licensed to write such policies.

ARTICLE 13: Administration.

- a. Client shall be responsible for completing all reports required under federal, state, resource hospital, or local rules and regulations for the provision of Emergency Medical Services and firefighting services. Contractor will cooperate fully in completing such reports.
- b. If this Agreement or any report prepared in accordance with this Agreement is requested by any governmental agency, Contractor shall have primary responsibility for complying with such request with notice to Client
- c. Contractor shall keep original records at Contractor's principal place of business to allow Client and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. This provision shall survive the termination of this Agreement. Contractor shall maintain the records pertaining to the services rendered upon the behalf of Client during the term of this Agreement and for a period of not less than seven years following any termination.

ARTICLE 14: Relationship of the Parties.

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, Contractor is an independent contractor with respect to Client. There is no agency, employment relationship, partnership, or joint venture between Contractor, its employees, and Client and/or

Client's employees. No one connected with Contractor, except in a writing signed by the chief executive of Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.

- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Client. All employment-related costs, benefits and expenses arising out of the relationship between Client and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. It is recognized by the Parties that the provision of emergency medical and firefighting service is inherently dangerous. Client will use its best efforts to provide a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and ordinances. Contractor and Client agree that Contractor is an independent contractor and shall be liable for its own actions. Neither Party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party, except as specifically outlined herein. Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by Client or be deemed an employee of Client for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement. Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to Contractor's policies and procedures and consistent with the terms of this Agreement.

ARTICLE 15: Compliance with Law.

The Parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to fire protection and emergency medical services, including but not limited to the following:

- a. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et.**

seq.). In carrying out the performance required under this Agreement, the Parties agree to use their best efforts to comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractor's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that Contractor is ineligible for future contracts with Client or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, provided that the provisions of this Agreement for the termination of this Agreement are followed, Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of Client or similar entity before any decision has been made to cancel or void this Agreement and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- b. **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All Parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to Contractor. Knowing or repeated false certifications or violations of the requirements of the Drug-free Workplace Act as determined by Client's Board of Trustees or similar entity may result in sanctions including, but not limited to, termination of this Agreement.
- c. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by Client pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act (the "Act"). Client shall give Contractor at least two (2) business days advanced written notice of any FOIA requests related to this Agreement and opportunity to review and object to any FOIA requests. However, notwithstanding anything to the contrary, Client shall have sole discretion on whether a public record subject to disclosure under the Act should be released to a third party. Client's decision on whether a public record should be disclosed is be final.
- d. **Educational Loan Default Act (5 ILCS 385/3).** Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

- e. **Americans with Disabilities Act.** As a condition of receiving this Agreement, Contractor certifies that services and activities provided under this Agreement comply with and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

Client shall not require Contractor to perform any act which is contrary to the aforesaid and Contractor shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Parties recognize that this Agreement is at all times subject to applicable federal, state, and local law, including, but not limited to, the Social Security Act and its rules and policies and guidelines issued by the United States Department of Health and Human Services and its agencies such as CMS and the Office of the Inspector General. The Parties intend to comply fully with all applicable federal, state and municipal laws and regulations, including, but not limited to, the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, and the federal False Claims Act. This Agreement shall be subject to amendments of such laws and regulations, and to new legislation and regulation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided however, that the Parties shall exercise their best effort to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. Additionally, insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues in order to amend this Agreement so that the performance of this Agreement is consistent with all applicable statutes and regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, either Party may terminate this Agreement pursuant to Article 3, unless this Agreement would expire earlier by its terms. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party in writing.

Each Party, their respective directors, trustees, officers and employees shall abide by their respective organization's ethical guidelines, including but not limited to guidelines related to gifts, political contributions, the federal Anti-Kickback Act (Section 1128B(b) of the Social Security Act) and the False Claims Act (31 USC 3729) and any amendments thereto.

Contractor warrants that it is properly licensed to provide the personnel described in this Agreement to Client under all applicable federal, state, and local laws. Contractor shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to Client upon request. For purposes of any defenses or immunities to claims and liabilities to third Parties that Client and/or its employees may be entitled under applicable laws, the Parties agree that, to the extent permitted by law, Contractor will be deemed the agent of Client or standing in the shoes of Client with respect to such defenses and immunities available to Client.

ARTICLE 16: Indemnification.

It is expressly understood and agreed that each Party, to the extent permitted by law, shall in all events defend, indemnify, save, and hold harmless the other, their parents, affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third Party or the other Party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the acts or omissions of the offending Party, its agents, officers, and employees while engaged in the performance of duties under this contract provided that no Party shall have any obligation under this Article with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such Party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this Article. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification. Each Party also agrees to indemnify and hold each other harmless for: (a) any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents, and (b) any settlement or judgment of an employment discrimination charge or claim arising from one Party's employees committing discriminatory, retaliatory, or harassing acts against the other Party's employees.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for

punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Contractor, Client, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act or the Emergency Medical Systems Act that may be applicable to Client or Contractor. To the extent that indemnification is available and enforceable, the Parties or their respective insurers shall not be liable to indemnify for or to contribute an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either Party be required to indemnify the other for its own negligent or intentional conduct.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination, cancellation or expiration of this Agreement.

ARTICLE 17: Payments to Third Parties.

Contractor shall not pay any salaries, commissions or fees, or make any payments or rebates to any employee or officer of Client or any of its affiliates, or to any designee of any employee or officer of Client or any of its affiliates, or favor any employee or officer of Client or any of its affiliates, or any designee of any employee or officer of Client or any of its affiliates, or enter into any business arrangements with any employee or officer of Client or any of its affiliates, other than as a representative of Client.

Without limiting any provision herein, Contractor further agrees that Contractor will not, either directly or indirectly, offer, pay, promise to pay or authorize the payment of money or anything of value to any government official, candidate for office, political Party, vendor or other third Party in violation of any law.

ARTICLE 18: Confidentiality.

Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party

any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing Party. The obligations of this Article will survive the termination or expiration of this Agreement.

ARTICLE 19: Publicity.

Client agrees to allow Contractor to list Client as a reference in any of Contractor's written or digital material for the sole purpose of listing Client as a reference. With the exception of listing Client as a reference on any of Contractor's written and/or digital material, Contractor shall not, without the prior written consent of Client: (a) refer to, identify, or use the name or any trade name or trademark of Client or any of its employees in any advertising or communications to the public by Contractor made in any form or (b) take any photographs, video or other recordings of the property of Client or any of its employees.

ARTICLE 20: Non-Solicitation Agreement.

Client agrees not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of Contractor's employees placed with Client to perform like services for Client for the duration of this Agreement, unless mutually agreed by Contractor and Client.

ARTICLE 21: Force Majeure.

Neither Party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of nature or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, pandemics, epidemics, labor shortages, paramedic shortages, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall promptly notify the other Party of such event and use reasonable efforts to remedy its inability to perform.

ARTICLE 22: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 23: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the Parties at the following addresses or to such address as any Party shall

designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

Contractor: Michael G. Tillman, Vice President
Metro Paramedic Services, Inc.
395 West Lake Street
Elmhurst, Illinois 60126

Client: Village of Steger
Attn: Village President
3320 Lewis Av.
Steger, IL. 60475

ARTICLE 24: Entire Agreement, Amendment, Waiver, and Use of Subcontractors.

This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all Parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

Contractor may use sub-contractors to provide the personnel necessary to its obligations under this Agreement; provided that Contractor agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither Contractor nor Client may assign this Agreement or its obligations without the other Party's prior written consent that shall not be unreasonably withheld, provided that Contractor may utilize the employees or contractors of third Parties to provide Client with qualified personnel without obtaining the prior written consent of Client. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

ARTICLE 25: Governing Law.

This Agreement and the Parties' relationship shall be construed in accordance with and governed by the laws of the State of Illinois without regard to applicable conflict

of law principles. In the event of any dispute between the Parties, the prevailing Party shall be entitled to recover its reasonable attorney fees and costs from the other Party.

ARTICLE 26: Severability.

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may “blue pencil” or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either Party to be contrary to the provisions of said Laws, then the court may revise such provision so that it is enforceable or the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws.

ARTICLE 27: Authority.

Contractor represents that this Agreement is executed pursuant to approval of its President, and Client represents that this Agreement is executed pursuant to a resolution adopted by its Board of Trustees.

ARTICLE 28: Headings.

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 29: HIPAA.

The Parties agree that any duties undertaken under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the obligations undertaken pursuant to this Agreement, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) and all subsequent amendments, regulations, and guidance thereto (“HIPAA”). The Parties agree that for purposes of HIPAA, Contractor’s employees and personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of Client and that no business associate agreement is necessary. Furthermore, the Parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the

future (collectively, "Code") in order to ensure that the Parties are at all times in conformance with HIPAA and the Code. If, within thirty (30) days of either Party first providing notice to the other of the need to review the Agreement or execute any other document to comply with HIPAA or the Code, the Parties do not reach a mutually agreeable resolution, and such agreement may not be unreasonably withheld, either Party may immediately terminate this Agreement.

ARTICLE 30: ASSIGNMENT.

This Agreement shall not be assigned or delegated to a third party by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void; except that either Party may assign this Agreement to a parent, sister, subsidiary or affiliated corporation. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, affiliates or other legal representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

Village of Steger

By: _____ Date: _____
Kenneth A. Peterson, Jr.
Village President

ATTEST:

By: _____
Joseph M. Zagone
Village Clerk

Metro Paramedic Services, Inc.

By: _____ Date: _____
Michael G. Tillman
Vice President

RESOLUTION NO. 1185

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

**A RESOLUTION AUTHORIZING AND APPROVING AN EMERGENCY
MEDICAL SERVICES AND FIREFIGHTING STAFFING AGREEMENT
BETWEEN THE VILLAGE OF STEGER AND METRO PARAMEDIC
SERVICES, INC. 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 promoting the health, safety, and general welfare of the residents of the Village; and

WHEREAS, the Village provides fire protection and emergency medical services to its residents; and

WHEREAS, the Village desires to outsource a portion of its firefighting and emergency medical services staffing needs to a qualified contractor; and

WHEREAS, Metro Paramedic Services, Inc. ("Metro") is a provider of firefighting and emergency medical services personnel, and desires to provide the Village with such personnel on an independent contractor basis; and

WHEREAS, the Village and Metro desire to enter into an agreement for such personnel services upon the terms set forth in the PUBLIC-PRIVATE PARTNERSHIP AGREEMENT FOR EMS/FIREFIGHTING STAFFING TO THE VILLAGE OF STEGER, which is attached to this Resolution as Exhibit A (the "Staffing Agreement"); and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary, advisable and in the best interests of the residents of the Village to approve, enter into and execute the Staffing Agreement; and

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

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

ARTICLE I. IN GENERAL

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President, or his designee, to enter into and approve the Staffing Agreement and to further authorize the President to take all steps necessary to carry out the terms of the Staffing 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 Staffing 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 Staffing 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 Staffing 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 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, such provision shall be excluded and deemed inoperative, unenforceable and as though not provided for

herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2024.

Joseph M. Zagone, Jr., Village Clerk

PASSED this ___ day of _____, 2024.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

**PUBLIC-PRIVATE PARTNERSHIP AGREEMENT FOR
EMS/FIREFIGHTING STAFFING TO THE VILLAGE OF STEGER**

[Attached]

**A RESOLUTION OF THE VILLAGE OF STEGER, COOK AND WILL
COUNTIES, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF CERTAIN
PROPERTY WITHIN TIF DISTRICT #5/CHICAGO ROAD REDEVELOPMENT
PROJECT AREA
(3140 Union Avenue)**

WHEREAS, the Village of Steger, Cook and Will Counties, Illinois (the “*Village*”), is a duly organized and validly existing non-home rule municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (the “*Corporate Authorities*”), pursuant to Ordinance Nos. 1119, 1120 and 1121, respectively, adopted on March 7, 2016, approved a redevelopment plan and project (the “*Redevelopment Plan*”) setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the TIF District #5/Chicago Road Redevelopment Project Area (the “*Redevelopment Project Area*”); and adopted tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, Bellart LLC, an Illinois limited liability company (the “*Developer*”), desires to purchase from the Village certain property and the building thereon within the Amended Area, commonly known as 3140 Union Avenue, Steger, Illinois, and identified by parcel numbers 32-33-309-059-0000, 32-33-309-060-0000, and 32-33-309-061-0000 (the “*Subject Property*”) and has informed the Village that they intend to undertake the

renovation of the dilapidated building that is currently located on the Subject Property and the construction of an indoor soccer arena and ancillary and appurtenant facilities at the Subject Property (the “*Project*”); an

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property requires financial assistance from the Village for certain costs for the Project, which costs would constitute “*Redevelopment Project Costs*,” as defined in the TIF Act; and

WHEREAS, the Developer would like to incur certain costs in connection with the Project prior to the adoption of any ordinance authorizing the execution of a redevelopment agreement between the Village and the Developer pertaining to the Subject Property, including, but not limited to, site engineering, legal, design, remediation, property acquisition and other expenses,” wherein which reimbursements for such costs may be considered between the parties subject to certain conditions (collectively, “Developer’s Potential Eligible Redevelopment Costs”); and

WHEREAS, if any debt is issued in connection to the Project, the Village intends that this Resolution shall constitute “official action” with respect to the issuance of the debt to finance the costs of the Project, within the meaning of Treasury Regulation Section 1.150-2, and the laws of the State of Illinois; and

WHEREAS, notwithstanding the foregoing, this Resolution neither obligates the Village to establish a new redevelopment project area nor enter into a Redevelopment Agreement with the Developer, but rather it is intended to induce the Developer to pursue plans for the Project and provide for the potential reimbursement of the Developer’s

Potential Eligible Redevelopment Costs in the event a Redevelopment Agreement is entered into between the Village and the Developer; and

WHEREAS, the Developer desires such Developer's Potential Eligible Redevelopment Costs related to the Project to qualify for consideration as Redevelopment Project Costs that can be reimbursed utilizing incremental real estate taxes pursuant to the TIF Act, provided that such costs constitute Redevelopment Project Costs under the TIF Act; and

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the Project that may be considered Redevelopment Project Costs, prior to adoption of any ordinance authorizing the execution of a redevelopment agreement between the Village and the Developer, subject to the conditions and terms set forth in Sections 3 and 4 of this Resolution; and

WHEREAS, the Village may negotiate and thereafter enter into a Redevelopment Agreement with the Developer, whereby the Village may provide financial incentives, including, but not limited to, TIF to incentivize the Developer's redevelopment of Subject Property; and

WHEREAS, the Village reserves the right to decline to enter into a Redevelopment Agreement with the Developer; and

WHEREAS, the Village shall have no obligations under this Resolution nor shall the Village be required to reimburse the Developer for any of the Developer's Potential Eligible Redevelopment Costs under this Resolution in the event that the Village does not enter into a Redevelopment Agreement with the Developer.

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

Section 1. That the above recitals are incorporated and made a part of this Resolution.

Section 2. That the Corporate Authorities may consider expenditures as “*Redevelopment Project Costs*”, as such term is defined in the TIF Act incurred in connection with the Project prior to the adoption of an Ordinance authorizing the execution of a redevelopment agreement with the Developer, to be expenditures that are eligible for reimbursement through the TIF Act to the extent the Project is in furtherance of the Amended Redevelopment Plan for the overall Amended Area.

Section 3. The Village and the Developer reasonably expect to reimburse themselves for the costs of the Project to be paid from the proceeds of a TIF or other borrowing to be issued in a maximum principal amount not to exceed \$1,500,000.

Section 4: The Village Board hereby authorizes the Mayor and Village Administrator to take all steps and incur all costs necessary to carry out and effectuate the intent of this Resolution, including the authority to retain experienced and recognized professional service providers to evaluate the Project without further Board approval. If applicable, this further allows for the reimbursement of costs related to a tax-exempt transaction in accordance with applicable timelines and other applicable parameters. Nothing set forth above herein obligates the Village to undertake any acts or expend any funds, with the exception of operating in “good faith.” If, after good faith negotiations, the Village and the Developer do not agree as to the form and terms of a redevelopment agreement or other subsidy program, the Village will have no further

obligation to the Developer with respect to the Project and specifically the Developer's Potential Eligible Development Costs and none of the Developer's Potential Eligible Development Costs which were preapproved, if any, will need to be reimbursed by the Village.

Section 5. That all undertakings of the Village set forth in this Resolution are specifically contingent upon the Village approving and executing a redevelopment agreement with the Developer which provides for the redevelopment of the Subject Property in accordance with the terms and conditions to be negotiated by the parties.

Section 6. That any financial assistance rendered to the Developer by the Village shall be contingent upon the authority, restrictions, terms, and conditions imposed by the TIF Act.

Section 7. All actions of Village officials that are in conformity with the purpose of this Resolution are ratified, approved, and confirmed.

Section 8. If any part of this Resolution is deemed invalid, such invalidity will not affect other provisions that can be given effect without the invalid provision.

Section 9. Conflicting code provisions, ordinances, resolutions, rules, motions, and orders are superseded to the extent of any conflict.

Section 10. The Village Clerk is directed to publish this Resolution as required by law.

Section 11. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the President and Board of Trustees of the Village of Steger, Illinois, this ____ day of April, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Village President

Attest:

Village Clerk