

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

MONDAY NOVEMBER 4, 2024 7:00 pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Discussion and Final Action to fill the Vacancy in the office of The Village President
- D. AWARDS, HONORS, AND SPECIAL RECOGNITION

Halloween Decorating Contest Winners

Steger Fire Department livesaving award Johnnie Mitchell
Promotion of Bailey Stevenson to Lieutenant of Steger Fire Department

- E. MINUTES OF OCTOBER 7, 2024 Regular Meeting
- F. AUDIENCE PARTICIPATION
- G. 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

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 NOVEMBER 4, 2024 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- 4. Mayor's Report
- 5. Clerk's Report
- 6. Trustee/Liaison Report
Trustee Trotier- Report Submitted
- H. PAYING OF THE BILLS:
Ratification of bills paid on Oct 25, 2024
Current bills of Nov 11, 2024

I. CORRESPONDENCE

J. UNFINISHED BUSINESS:

K. NEW BUSINESS

Approval for Settlement agreement and General release between the Village of Steger and Ronald Woodson

Discussion and approval of ICRMT Liability and Worker's Compensation Package in the amount of \$546,647.00

ORDINANCE NO. 1326:

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF SURPLUS PROPERTY FOR THE VILLAGE OF STEGER, ILLINOIS.

RESOLUTION NO. 1187:

A RESOLUTION AUTHORIZING AND APPROVING A RIGHT OF USE AGREEMENT FOR BROADBAND INTERNET WITH SURF AIR WIRELESS, LLC FOR THE VILLAGE OF STEGER, ILLINOIS.

RESOLUTION NO. 1188:

A RESOLUTION ADOPTING THE UPDATE OF THE COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

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

L. ADJOURNMENT

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

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 7th day of October 2024 in the Municipal Building of the Village of Steger, Illinois. Village Clerk Zagone 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.

Clerk Zagone asked everyone to stand and observe a moment of silence in honor of Mayor Kenneth Peterson. Thank you.

Clerk Zagone then recognized Cameron Peterson:

I just want to say a few words. First, my family and I would like to thank the board, the department heads and the entire Village staff for what they did for us last Sunday. Helping to set-up and make sure that everything went smoothly for my Dad's Celebration. We couldn't have done it without you. Also, we would like to thank everyone who came out to support us and to show respect to my Dad's Celebration. It meant the world to see everyone there, for the community to come together to show how we love and support one another. He loved this town more than anything. He never let his ego, ambition or pride get in the way. He always chose Steger first over everything. So, I ask all of you up there to make the right decision. Thank you.

Clerk Zagone: In the absence of a chair, is there any objection to me, as clerk, proceeding with this process as I have done in the past when the mayor was not present?

With no objection:

We are now at the point in our meeting for nominations from the floor to fill the vacancy in the office of President for the Village of Steger, Illinois. This, of course, is due to the untimely passing of our Village President Ken Peterson, Jr. The Village has a population of over 5,000 people, this is an important factor in the filling of this vacancy. This structured process is established by the Illinois Municipal Code. The process is established in such a manner to ensure that all voices are heard, and every nomination is considered in accordance with the law. It is customary for the Village, and permitted under Robert's Rules of Order, that when a new Chair is being selected in the absence of an existing Chair, the Clerk presides over the nomination and election process. This, for example, was done at the last meeting.

Additionally, we will begin with Trustee Stewart, who will have the opportunity to make the first nomination. Following that, the floor will be open to all other members called in the order of reverse seniority.

Trustee Stewart nominated himself, Gerald Stewart.

Clerk Zagone thanked Trustee Stewart and stated that Trustee Stewart has been nominated. As a reminder, because the Village of Steger has a population over 5,000 people, we must confirm the nominee's willingness to serve in this capacity. (this process is in affect for all nominations moving forward) Clerk Zagone asked if Trustee Stewart is willing to serve in this capacity. Trustee Stewart confirmed, Yes, I accept the nomination.

Gerald Stewart has accepted the nomination. I will ask for further.

Trustee Thurmond, do you have a nomination to make?

Trustee Thurmond nominated Trustee Joyce.

Does William Joyce accept the nomination?

Trustee Joyce: yes

William Joyce has accepted the nomination. I will ask for further.

Trustee Trotier, do you have a nomination to make?

Trustee Trotier nominated Trustee Lopez.

Does Ernie Lopez accept the nomination?

Trustee Lopez: yes

Ernie Lopez has accepted the nomination. Are there any other nominations?

Trustee Joyce, No nomination. Are there any other nominations?

Trustee Perchinski, I nominate Trustee Lopez. Trustee Lopez has already accepted the nomination, I will ask Trustee Lopez for his nomination.

Trustee Lopez, I do not have a nomination to make.

Village Attorney added that under parliamentary procedure, there is no need for seconds under this section. In this process, the nominations are made, then without second, votes are taken in reverse order of seniority. All trustees were provided with a memorandum that contains the rules for this procedure.

Clerk Zagone: If there are no further nominations, I will declare that the nominations for Village President are now closed. Hearing no further nominations, the floor is now closed for the position of Village President.

We will now move on to the voting process. Each Trustee will have the opportunity to cast their vote for the nominated candidates. I will call your name, and you may respond with the name of the nominee you wish to vote for.

Trustee Stewart:	Gerald Stewart
Trustee Thurmond:	William Joyce
Trustee Trotier:	Ernie Lopez
Trustee Joyce:	William Joyce
Trustee Perchinski:	Ernie Lopez
Trustee Lopez:	Ernie Lopez

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We have 1 vote for Trustee Stewart, 2 votes for William Joyce and 3 votes for Ernie Lopez.

Village Attorney: The requirement for the seating of a chair in a situation such as this require a majority of the corporate authority which means 4 members have to vote for one, or 3 votes for one and an abstention. So, the nominations process should start again.

Clerk Zagone: With the vote as it is, I will ask for nominations again. We will go through the process again.

We will begin with Trustee Stewart.

Trustee Stewart nominated himself, Gerald Stewart.

Clerk Zagone asked if Trustee Stewart is willing to serve in this capacity. Trustee Stewart confirmed, Yes, I accept the nomination.

Gerald Stewart has accepted the nomination. I will ask for further.

Trustee Thurmond, do you have a nomination to make?

Trustee Thurmond nominated Trustee Joyce.

Does William Joyce accept the nomination?

Trustee Joyce: yes

William Joyce has accepted the nomination. I will ask for further.

Trustee Trotier, do you have a nomination to make?

Trustee Trotier: In an effort to keep our business here in the Village of Steger moving forward, I nominate myself, Cindy Trotier.

Does Cindy Trotier accept the nomination?

Trustee Trotier: yes

Cindy Trotier has accepted the nomination. Are there any other nominations?

Trustee Joyce, No nomination. Are there any other nominations?

Trustee Perchinski, I nominate Cindy Trotier. Trustee Trotier has already accepted the nomination, I will ask Trustee Lopez for his nomination.

Trustee Lopez, I do not have a nomination to make.

Clerk Zagone: If there are no further nominations, I will declare that the nominations for Village President are now closed. Hearing no further nominations, the floor is now closed for the position of Village President.

We will now move on to the voting process. Each Trustee will have the opportunity to cast their vote for the nominated candidates. I will call your name, and you may respond with the name of the nominee you wish to vote for.

Trustee Stewart:	Gerald Stewart
Trustee Thurmond:	William Joyce
Trustee Trotier:	Cindy Trotier
Trustee Joyce:	William Joyce
Trustee Perchinski:	Cindy Trotier
Trustee Lopez:	Cindy Trotier

We have 1 vote for Trustee Stewart, 2 votes for William Joyce and 3 votes for Cindy Trotier.

Village Attorney: Same procedural stance. It's no different than what happened last time. Is it the will of the board to go through one more round of nominations? Trustee Perchinski interjected: We have to fill the position. Village Attorney: So, your options are fill the position permanently, or have a temporary chair for the evening that expires at the end of the meeting. It's an unusual circumstance because, generally, temporary chairs are in this situation because of a temporary vacancy. With much regret, we all know in sadness, that this is a permanent vacancy. If you want to do another round, if that's the will of the board, we go through it again. If you read Robert's Rules, you can go on until the vacancy is filled. Trustee Joyce: what is the time frame in which the vacancy must be filled? Village Attorney: That is an excellent question Trustee, there is no time line in the same manner, prescribed by statute, for vacancy in the seat of Trustee it is either 30 or 60 days. There is no certain time line for Village President. The Village, while still progressing, is sitting now without a Chief Executive Officer. The idea is that you have a Chief Executive Officer for the Village. The office of Clerk and President do not have the same constraints as that of Trustee. Trustee Joyce: If the board decides not to take another vote at this time, push it to the next meeting, and we choose a Mayor Pro-tem, does the Mayor Pro-tem, since they are the acting chair, they are able to do the business that we approve tonight? Village Attorney: The business of this evening would be able to be discharged by the Mayor Pro-tem, just like it was fourteen days ago. It does expire at the end of the meeting. I will say that we do sit without a Chief Executive Officer. That is the reality of the situation. Documents that need to be signed would be signed by the Mayor Pro-tem at that point in time. Based on the authority that is convened upon, that member of this body has all power of the sitting president. Has power to vote, but does not have power of Veto on any action because he or she is not executive officer.

Trustee Trotier asked for the floor: One of the reasons that I would like to be nominated for this position is because we need to fill this vacancy. It is not my aspiration to move forward and be on the ballot as Mayor for this town. It is my duty and responsibility to be fair to everyone, again, my aspirations are not to be the mayor of this town. And, to be fair and equal to everyone. I respect everyone on this board, I want us to move forward with our business and not hold our citizens, our constituents in any way. We need to conduct business as usual. We need to move forward. We do not stand still if we want to get things done in our community. So, with that, I ask that you trust in my ability and judgement, it's not just me, it's consulting everyone else that we have supporting our Village. I kindly ask everyone here on this board to take into consideration. Thank you.

Clerk Zagone asked if anyone else on the board had any statements to make at this time?

Trustee Stewart: In a case like this there was a situation that occurred in a town in Illinois. What they did was they appointed a board member/trustee to act as the mayor for a rotation. So, each actual Trustee would conduct business throughout the cycle, until they were able to go to election. I just wanted to put that out there for the rest of my colleagues. Village Attorney: All it is, is you are appointing Chairman Pro-tem for every board meeting. So, the rotation could be voted. But, the effect of that legally is a Chairman Pro-tem in each cycle. So, essentially it still leaves the Village without an actual Chief Executive Officer in the idea that when a levy gets filed, who is the chair? It's a rotating head rather than this person is the proverbial tip of the sphere. Basically you choose a Chairman Pro-tem for every meeting. The question that comes up, it's a very valid point, in the event of a decision that needs to be made from an administrative standpoint, what happens? We have a very competent Village Administrator. But, there are certain issues where the mayor gets involved as all Chief Executive officers do. That is the balance. The other balance is you have a vote tonight, and it could be done. I would be remiss not to say that because, the reason there is no time frame on this one and there is on the other.

Clerk Zagone: I would respectfully ask if the board would want to do one more vote.

Trustee Perchinski: I am Okay with taking another vote.

Trustee Thurmond: I just want to let you all know; it appears that we've got a lot of residents here that take this decision to heart. Everyone here has a stake in this town. It is with a heavy heart, Cameron, that we are making this decision. As you can tell, it's very hard to fill your dad's shoes. I think each and every one of us on the board recognizes that. With that said, I will not take any nominations myself because I couldn't fill the shoes of your father. I do stress that this is a very important position and a very unheard-of situation. I would like to be respectful, and I will go with the direction of the board for re-nominating and going through the voting process as seen fit.

Trustee Lopez: I would ask that you continue the voting process. We owe it to our constituents that we have a Chief Executive Officer on a weekly basis until this term is filled.

Clerk Zagone: With that being said:

Trustee Stewart, do you have a nomination to make?

Trustee Stewart nominated himself, Gerald Stewart.

Clerk Zagone asked if Trustee Stewart accepts the nomination.

Trustee Stewart confirmed; Yes, I accept the nomination.

Gerald Stewart has accepted the nomination. I will ask for further.

Trustee Thurmond, do you have a nomination to make?

Trustee Thurmond nominated Trustee Joyce.

Does William Joyce accept the nomination?

Trustee Joyce: yes

William Joyce has accepted the nomination. I will ask for further.

Trustee Trotier, do you have a nomination to make?

Trustee Trotier: Yes, I do. Cindy Trotier.

Does Cindy Trotier accept the nomination?

Trustee Trotier: yes

Cindy Trotier has accepted the nomination. Are there any other nominations?

Trustee Joyce, No nomination. Are there any other nominations?

Trustee Perchinski, I nominate Cindy Trotier. Trustee Trotier has already accepted the nomination, I will ask Trustee Lopez for his nomination.

Trustee Lopez, I do not have a nomination to make.

Clerk Zagone: If there are no further nominations, I will declare that the nominations for Village President are now closed. Hearing no further nominations, the floor is now closed for the position of Village President.

We will now move on to the voting process. I will call your name, and you may respond with the name of the nominee you wish to vote for.

Trustee Stewart:	Gerald Stewart
Trustee Thurmond:	William Joyce
Trustee Trotier:	Cindy Trotier
Trustee Joyce:	William Joyce
Trustee Perchinski:	Cindy Trotier
Trustee Lopez:	Cindy Trotier

We have 1 vote for Trustee Stewart, 2 votes for William Joyce and 3 votes for Cindy Trotier.

Clerk Zagone asked for nomination for Chairman Pro-tem for the meeting.

Trustee Perchinski made a motion to appoint Trustee Lopez Chairman Pro-tem for the meeting. Trustee Trotier seconded the motion. Roll was called. The following Trustees voted aye; Lopez, Stewart, Trotier and Perchinski. Trustees Thurmond and Joyce voted no. Motion carried.

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

AWARDS, HONORS AND SPECIAL RECOGNITION

None

MINUTES

Trustee Perchinski made a motion to approve the minutes of the September 16th Village Board meeting as all members have copies. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Lopez, Stewart, Trotier, Joyce and Perchinski. Trustee Thurmond voted no. Motion carried.

AUDIENCE PARTICIPATION

John Kopulos of 266 E. 34th St. came before the board as a follow-up to the last meeting. He thanked the Village for fixing the streetlight in front of his house that has not been working. Mr. Kopulos continued to ask what had been done about the sewer smell in his neighborhood. Dave Toepper responded: We had a lot of conversations with the Thorn Creek Sanitary Basin Engineers. They have offered some ideas, but I think the next plan that will happen this week is we are going to get into your house and your neighbors to take a look inside the pipes. I will be contacting you in the next two days. Mr. Kopulos thanked the board for it's efforts.

REPORTS

Village Administrator Mary Jo Seehausen No Report.

Director of Public Infrastructure Dave Toepper We had a Lead Service Line open house last Monday night. There were probably 20 or 25 residents that attended. Robinson Engineering hosted the meeting along with 5-Star Energy, the contractor that is doing the work. They went over the process which is going to be knocking on every single door checking what is inside the house, if they had their surveys in, we will take that into account. We are going to check every house. Then we will start to schedule the replacements. The replacements will begin sometime the first week of November. There is approximately 330 that will be done in the target area this year. The area is Carpenter on the west, Wallace on the east, Steger Road on the north and Richton Road on the south. After this round we will move on to the next section.

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 No Report.

VILLAGE CLERK No Report.

TRUSTEES REPORTS

Tim Perchinski: I would like to thank Mayor Peterson and his family for their tireless service to the Village of Steger over the past decades. Whether it was through scouting, basketball, Kiwanis, the Police and Fire Commission, Trustee and finally Mayor. Ken and his family have been there for our Village. Ken's leadership was always thoughtful, intelligent and accepting. While we will miss his presence, I hope this board can continue to work together, to continue his vision for a better Steger.

C.H.I.C.O South Suburban, and the Village have partnered together and received a grant from Openlands to plant trees in the Village of Steger. We are looking for volunteers to come and help plant the trees this Saturday at 8:00 am. We will be meeting at the Gazebo on Halsted Blvd. Please reach out to me or Dave Heurta to sign up.

BILLS

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

CORRESPONDENCE

UNFINISHED BUSINESS

NEW BUSINESS:

The Owner of Lux Nutrition approached the board and gave a brief description of the business he planned to open in Steger. Trustee Lopez confirmed the hours of operation. Trustee Stewart pointed out parts of the application that were left blank and asked that it should be completed.

Trustee Perchinski made a motion to approve a new business license for Lux Nutrition Bar at 31 East 34th St; pending inspections. Trustee Stewart seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Mr. McKinney gave a brief rundown on the business he plans to run in Steger. Trustee Stewart pointed out areas left blank on the application. Trustee Perchinski made a motion to approve a new business license for Happy Daze Barbershop at 3334 S. Chicago Rd; pending inspections. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Mr. Murphy gave an overview of the auto repair shop he plans to run in Steger. Trustee Perchinski made a motion to approve a new business license for Underground Performance at 3645 Union Ave, rear building; pending inspections. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Trustee Perchinski made a motion to approve a new business license for Allamotive at 3645 Union Ave, Front Building North; pending inspections. Trustee Stewart seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

The owner of Baseballracks.com was not present, but Village Administrator Seehausen pointed out that this is a second location for an already operating business in Steger. Trustee Perchinski made a motion to approve a new business license for Baseball racks.com at 3645 Union Ave, Front Middle Building; pending inspections. Trustee Thurmond seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Trustee Perchinski made a motion to approve the purchase of one 2025 Ford Police Utility from Currie Motors in the amount of \$45,549.00 and uplifting package from EVT in the amount of \$13,344.70 for a total of \$58,893.70. Trustee Stewart seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Trustee Thurmond made a motion to adopt ORDINANCE NO. 1325: AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN GRANT OF EASEMENT FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Stewart seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier, Joyce and Perchinski. Motion carried.

Being no further business:

Trustee Perchinski made a motion to adjourn the meeting.

Trustee Joyce asked that if we plan to vote on replacement for Village President again, that we move the meeting to a location that can hold more residents.

Trustee Stewart seconded the motion to adjourn. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:44 pm.

Ernie Lopez, Jr. Chairman Pro-tem

Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NCPERS GROUP LIFE INS.	3611112024	01-00-15703		P/R DED LIFE INSU	16.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-429	01-00-32901		MAINT COMPUTER SO	416.67
COMED	2847921222	01-00-33100		ELECTRICTY	13.27
COMED	655849700 10/24	01-00-33100		ELECTRICTY	29.07
NICOR GAS	568068528 10/24	01-00-33200		HEAT	21.12
READY REFRESH	04J6702706135	01-00-33500		OFFICE SUPPLIES	55.94
ABSOLUTE BEST CLEANING SERVICES, INC.	14280	01-00-33502		CLEANING SERVICE	1140.00
QUADIENT FINANCE USA, INC.	OCT 24 POSTAGE	01-00-33600		POSTAGE	500.00
COMCAST	0181708 10/1/24	01-00-33700		TELEPHONE	96.12
COMCAST BUSINESS	219764587	01-00-33700		TELEPHONE	546.34
VERIZON WIRELESS	9975473534	01-00-33700		TELEPHONE	632.30
CANON FINANCIAL SERVICES, INC	354641841	01-00-33901		RENTAL EQUIPMENT	345.73
T & T BUSINESS SYSTEMS, INC.	119787	01-00-33901		RENTAL EQUIPMENT	141.00
B&F CONSTRUCTION CODE SERVICES, INC	66424	01-00-34102		PROFESSIONAL SERV	225.00
PROSHRED SECURITY	1563213	01-00-34102		PROFESSIONAL SERV	61.16
ILLINOIS STATE POLICE	20240906082	01-00-34201		PHYSICALS	28.25
GOVERNMENTAL CONSULTING SOLUTIONS	6626	01-00-34500		CONSULTING SERVIC	4000.00
GW & ASSOCIATES, PC	2410283	01-00-34500		CONSULTING SERVIC	4000.00
MUNICIPAL CLERKS OF S/W SUBURBS	2024-2025	01-00-38901		DUES SUBSCRIPTION	30.00
ON SOLVE LLC	15321890	01-00-38901		DUES SUBSCRIPTION	5512.50
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC	2024-203	01-00-38901		DUES SUBSCRPTION	4200.00
SMITS FARM INC.	16530	01-00-39701		STEGER EVENTS EXP	200.00
TOTAL FOR FUND 01		DEPT. 00			22210.47
ABDELRAHIM JARADAT	REFUND	01-01-21000		GEN'L BUSINESS LI	50.00
DAZ HILL	REFUND	01-01-21000		GEN'L BUSINESS LI	50.00
HANSEN SMITH SR	REFUND	01-01-21000		GEN'L BUSINESS LI	50.00
MICHAEL BUCHAWAW	REFUND	01-01-21000		GEN'L BUSINESS LI	50.00

SYS DATE:10/17/24

Village of Steger

SYS TIME:15:29

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

[NW2]

REGISTER # 209

DATE: 10/17/24

Thursday October 17, 2024

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MOHAMMAD ABUSALEH REFUND		01-01-21000		GEN'L BUSINESS LI	50.00
TOTAL FOR FUND 01		DEPT. 01			250.00
DRISCOLL, BRIAN 2024-09		01-06-34550		HEARING OFFICER	200.00
TOTAL FOR FUND 01		DEPT. 06			200.00
VERIZON WIRELESS 9975473534		01-07-33700		TELEPHONE	85.26
DRISCOLL, BRIAN 2024-09		01-07-34550		HEARING OFFICER	200.00
DACRA ADJUDICATION SYSTEM DT 2024-09-96		01-07-34902		ADMIN BLDG CODE M	1500.00
TOTAL FOR FUND 01		DEPT. 07			1785.26
ANDY FRAIN SERVICES INC 365388		01-19-30900		SALARY CROSSING G	3632.98
TOTAL FOR FUND 01		DEPT. 19			3632.98
MUNICIPAL EMERGENCY SERVICES DEPOSITORY IN2131222		01-20-31800		MAINT TOOLS/WORK	429.93
MONARCH AUTO SUPPLY INC 6981-638644		01-20-31805		MAINT VEHICLES	45.87
GUARANTEED TECHNICAL SERV & CONSULT INC 2024-429		01-20-32901		MAINT COMPUTER SO	506.66
RUNCO OFFICE SUPPLIES AND EQUIP CO. 951836-0		01-20-33500		OFFICE SUPPLIES	102.98
VERIZON WIRELESS 9975473534		01-20-33700		TELEPHONE/CELL/AI	248.47
CANON FINANCIAL SERVICES, INC 354641841		01-20-33901		RENTAL EQUIPMENT	345.73
OSBY WATER CONDITIONING 302646 10/1/24		01-20-33901		RENTAL EQUIPMENT	61.50
ILLINOIS STATE POLICE 20240906082		01-20-34200		MEDICAL SERVICES	28.25
WORKING WELL 00442905-00		01-20-34200		MEDICAL SERVICES	45.00
COUNTY OF WILL SEPT 2024-001		01-20-34252		EASTCOM DISPATCH	5089.44
COUNTY OF WILL SEPT 2024-001 B		01-20-34252		EASTCOM DISPATCH	188.16
AIR ONE EQUIPMENT, INC. 212503		01-20-37302		NEW UNIFORMS	449.00
TOTAL FOR FUND 01		DEPT. 20			7540.99

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ACE HARDWARE IN STEGER	155689	01-40-31100		MAINT BUILDING	53.95
GASVODA & ASSOCIATES INC.	INV23KCR0003CHF	01-40-31100		MAINT BUILDING	482.03
SECURITAS TECHNOLOGY CORPORATION	6004579745	01-40-31100		MAINT BUILDING	129.78
EVT TECH	7125	01-40-31805		MAINT VEHICLES	799.80
JAMES HERR & SONS	124498	01-40-31805		MAINT VEHICLES	286.68
JAMES HERR & SONS	124499	01-40-31805		MAIN VEHICLES	935.49
JAMES HERR & SONS	124543	01-40-31805		MAINT VEHICLES	558.16
CDW GOVERNMENT INC	AA6181U	01-40-32901		MAINT SOFTWARE UP	720.16
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-429	01-40-32901		MAINT COMPUTER SO	416.67
ANDREWS PRINTING	75497	01-40-33500		OFFICE SUPPLIES	196.00
RUNCO OFFICE SUPPLIES AND EQUIP CO.	951836-1	01-40-33500		OFFICE SUPPLIES	39.09
ABSOLUTE BEST CLEANING SERVICES, INC.	14280	01-40-33502		CLEANING SERVICE	1313.00
COMCAST	0175247 10/3/24	01-40-33700		TELEPHONE/CELL/AI	96.90
COMCAST	0294774 10/24	01-40-33700		TELEPHONE/CELL/AI	184.78
VERIZON WIRELESS	9975473534	01-40-33700		TELEPHONE/CELL/AI	634.36
COMCAST	0175247 10/3/24	01-40-33701		CABLE/INTERNET	173.94
COMCAST	0295698 10/24	01-40-33701		CABLE/INTERNET	52.55
MOTOROLA SOLUTIONS-STARCOM13108	8807320240903	01-40-33702		RADIO SERVICE	1934.00
ACE HARDWARE IN STEGER	155730	01-40-33900		ALL OTHER SUPPLIE	3.59
ACE HARDWARE IN STEGER	155744	01-40-33900		ALL OTHER SUPPLIE	17.09
CINTAS CORPORATION LOCKBOX	5232811707	01-40-33900		ALL OTHER SUPPLIE	163.48
COMED	6578852222	01-40-33900		ALL OTHER SUPPLIE	21.42
CANON FINANCIAL SERVICES, INC	354641841	01-40-33901		RENTAL EXPENSE	359.02
RAY O'HERRON CO INC	3218098	01-40-33902		AMMUNITION, TARGE	853.60
COUNTY OF WILL	SEPT 2024-001	01-40-34252		EASTCOM DISPATCH	24649.94
COUNTY OF WILL	SEPT 2024-001 B	01-40-34252		EASTCOM DISPATCH	188.16
EAGLE UNIFORM COMPANY INC	14526-3	01-40-37302		NEW UNIFORMS	30.00
EAGLE UNIFORM COMPANY INC	14657-3	01-40-37302		NEW UNIFORMS	54.00
GALLS LLC	029152868	01-40-37302		NEW UNIFORMS	78.00-

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GALLS LLC	28890726	01-40-37302		NEW UNIFORMS	154.51
JCM UNIFORMS	806630	01-40-37302		NEW UNIFORMS	79.75
RAY O'HERRON CO INC	3217753	01-40-37302		NEW UNIFORMS	121.00
PROSHRED SECURITY	1563206	01-40-38917		RECORD DISPOSAL	69.31
TOTAL FOR FUND 01 DEPT. 40					35694.21
TOTAL FOR FUND 01				71313.91	
REID AND PEDERSON DRAINAGE INC	85464201	03-30-31100		MAINT BUILDING	590.00
UNIFIRST CORPORATION	1201107042	03-30-32900		MAINT MATS/CLEANT	72.40
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-429	03-30-32901		MAINT COMPUTER SO	1229.17
COMED	001728122 10/24	03-30-33100		ELECTRICTY	45.77
COMED	8676592222	03-30-33100		ELECTRICTY	27.01
DIANE ROSSI	HALLOWEEN 24	03-30-33500		OFFICE SUPPLIES	1066.33
ABSOLUTE BEST CLEANING SERVICES, INC.	14280	03-30-33502		CLEANING SERVICE	1709.00
EVERON, LLC	32429557 9/24	03-30-33704		SECURITY SYSTEM	73.47
CANON FINANCIAL SERVICES, INC	354641841	03-30-33901		RENTAL EQUIPMENT	279.24
TOTAL FOR FUND 03 DEPT. 30					5092.39
COMED	012330800 10/24	03-31-33100		ELECTRICITY	187.78
COMED	564144444 10/24	03-31-33100		ELECTRICTY	550.09
COMED	685742333 10/24	03-31-33100		ELECTRICITY	82.02
COMED	6857423333 9/24	03-31-33100		ELECTRICTY	107.18
SECURITAS TECHNOLOGY CORPORATION	6004540055	03-31-33704		SECURITY SYSTEM	58.40
SECURITAS TECHNOLOGY CORPORATION	6004581343	03-31-33704		SECURITY SYSTEM	171.39
SECURITAS TECHNOLOGY CORPORATION	6004581543	03-31-33704		SECURITY SYSTEM	58.40
TOTAL FOR FUND 03 DEPT. 31					1215.26

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
TOTAL FOR FUND 03				6307.65	
BRITES TRANSPORTATION LTD 2488		06-00-31204		MAINT PATCHING (R	1890.05
TRI-R SYSTEMS INCORPORATED 006178		06-00-31501		MAINT WELLS	255.00
TRI-R SYSTEMS INCORPORATED 006178		06-00-31502		MAINT PUMPS	255.00
CORE & MAIN V496616		06-00-31504		MAINT MAINS	647.02
CORE & MAIN V568996		06-00-31504		MAINT MAINS	4324.42
GREAT LAKES CONCRETE, LLC 22793		06-00-31504		MAINT MAINS	557.00
M&J UNDERGROUND, INC M24-0590		06-00-31504.01		MAINT MAINS OUTSI	9791.00
M&J UNDERGROUND, INC M24-0591		06-00-31504.01		MAINT MAINS OUTSI	8637.00
M&J UNDERGROUND, INC M24-0592		06-00-31504.01		MAINT MAINS OUTSI	1897.50
M&J UNDERGROUND, INC M24-0593		06-00-31504.01		MAINT MAINS OUTSI	13387.00
SUNSET SEWER & WATER, INC 2024-372		06-00-31504.01		MAINT MAINS OUTSI	11758.13
GUARANTEED TECHNICAL SERV & CONSULT INC 2024-429		06-00-32900		MAINT OTHER	416.67
UNIFIRST CORPORATION 1201104855		06-00-32900		MAINT OTHER	48.15
COMED 458749900		06-00-33100		ELECTRIC	6.61
COMED 5113528000 9/24		06-00-33100		ELECTRIC	1332.47
COMED 554081700 10/24		06-00-33100		ELECTRIC	46.22
NICOR GAS 253355100 10/24		06-00-33200		HEATING	46.17
NICOR GAS 592835100 10/24		06-00-33200		HEATING	44.82
1ST AYD CORPORATION PS1735417		06-00-33501		SHOP SUPPLIES	68.06
HINCKLEY SPRINGS R2425020021748		06-00-33501		SHOP SUPPLIES	47.76
USA BLUE BOOK INV00499384		06-00-33501		SHOP SUPPLIES	508.53
VERIZON WIRELESS 9975473534		06-00-33700		TELEPHONE	309.24
UNIFIRST CORPORATION 1201104856		06-00-33800		UNIFORM SERVICE	126.66
UNIFIRST CORPORATION 1201106146		06-00-33800		UNIFORM SERVICE	126.65
WATER SOLUTIONS UNLIMITED 6886206		06-00-33907		CHEMICALS	3915.00
GW & ASSOCIATES, PC 2410283		06-00-34400		AUDTING ACCOUNTIN	4000.00
SUBURBAN LABORATORIES INC GA4000279		06-00-34800		WATER TESTING FEE	362.20

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
SUNSET SEWER & WATER, INC 2024-371		06-00-38950		GRANT EXPENDITURE	300474.00
TOTAL FOR FUND 06		DEPT. 00			365278.33
TOTAL FOR FUND 06					365278.33
UNIFIRST CORPORATION 1201104855		07-00-31100		MAINT BUILDING	48.15
PIRTEK FLUID TRANSFER SOLUTIONS SH-T00021650		07-00-31805		MAINT VEHICLES	922.80
RAY & WALLY'S TOWING SERVICE, INC. 57456		07-00-31805		MAINT VEHICLES	300.00
1ST AYD CORPORATION PS1735417		07-00-33501		SHOP SUPPLIES	68.05
ACE HARDWARE IN STEGER 155668		07-00-33501		SHOP SUPPLIES	18.87
HINCKLEY SPRINGS R2425020021748		07-00-33501		SHOP SUPPLIES	47.75
UNIFIRST CORPORATION 1201104856		07-00-33800		UNIFORM SERVICE	126.65
UNIFIRST CORPORATION 1201106146		07-00-33800		UNIFORM SERVICE	126.66
TOTAL FOR FUND 07		DEPT. 00			1658.93
TOTAL FOR FUND 07					1658.93
EXCEL ELECTRIC INC 129877		08-00-31400		MAINT TRAFFIC STR	955.44
COMED 364873122 10/24		08-00-33102		ELECTRICTY TRAFFI	156.46
COMED 495152333 10/24		08-00-33102		ELECTRICTY TRAFFI	43.09
COMED 783432333 10/24		08-00-33102		ELECTRICTY TRAFFI	26.33
COMED 870736200 10/24		08-00-33102		ELECTRICTY TRAFFI	117.21
COMED 908521800 10/24		08-00-33102		ELECTRICTY TRAFFI	100.08
TOTAL FOR FUND 08		DEPT. 00			1398.61
TOTAL FOR FUND 08					1398.61
GUARANTEED TECHNICAL SERV & CONSULT INC 2024-429		16-00-32900		MAINT OTHER	416.66
VERIZON WIRELESS 9975473534		16-00-33700		TELEPHONE	66.68

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
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COMED	0664599000	16-00-33900			SUPPLIES SERVICES	7.42	
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TOTAL FOR FUND 16		DEPT. 00				490.76	
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TOTAL FOR FUND 16						490.76	
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** TOTAL CHECKS TO BE ISSUED 446448.19

01 CORPORATE 71313.91

03 PLAYGROUND/RECREATION 6307.65

06 WATER/SEWER FUND 365278.33

07 ROAD & BRIDGE 1658.93

08 MOTOR FUEL TAX 1398.61

16 H.S.E.M. 490.76

TOTAL FOR REGULAR CHECKS: 446,448.19

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 DESCRIPTION	CHECK NO	AMOUNT DIST
ANNIE RICHARDSON REFUND		156 01-00-21100	10/15/24 GENERAL BUSINESS	18935	50.00
TOTAL FOR FUND 01		DEPT. 00			50.00
TOTAL FOR FUND 01					50.00
** TOTAL MANUAL CHECKS LISTED					50.00
** TOTAL OF ALL LISTED CHECKS					446498.19

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-456	01-00-32901		MAINT COMPUTER SO	90.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-470	01-00-32901		MAINT COMPUTER SO	416.67
CINTAS CORPORATION LOCKBOX	5237031505	01-00-33500		OFFICE SUPPLIES	66.23
ABSOLUTE BEST CLEANING SERVICES, INC.	14300	01-00-33502		CLEANING SERVICE	1140.00
AT&T	10/16/24	01-00-33700		TELEPHONE	23.00
COMCAST BUSINESS	219764585	01-00-33700		TELEPHONE	275.05
DEL GALDO LAW GROUP LLC	35305	01-00-34100		LEGAL SERVICES	5085.00
DEL GALDO LAW GROUP LLC	35308	01-00-34100		LEGAL SERVICES	5153.77
DEL GALDO LAW GROUP LLC	35988	01-00-34100		LEGAL SERVICES	700.00
DEL GALDO LAW GROUP LLC	35989	01-00-34100		LEGAL SERVICES	3230.00
DEL GALDO LAW GROUP LLC	36304	01-00-34100		LEGAL SERVICES	787.50
GIANOPOLUS, DENNIS G. P.C.	22224	01-00-34100		LEGAL SERVICES	1148.50
VASSELLI LAW, LLC	00056	01-00-34100		LEGAL SERVICES	2470.00
B&F CONSTRUCTION CODE SERVICES, INC	65583	01-00-34102		PROFESSIONAL SERV	225.00
B&F CONSTRUCTION CODE SERVICES, INC	65584	01-00-34102		PROFESSIONAL SERV	225.00
B&F CONSTRUCTION CODE SERVICES, INC	65996	01-00-34102		PROFESSIONAL SERV	225.00
B&F CONSTRUCTION CODE SERVICES, INC	65998	01-00-34102		PROFESSIONAL SERV	225.00
B&F CONSTRUCTION CODE SERVICES, INC	65999	01-00-34102		PROFESSIONAL SERV	225.00
ILLIANA BOARD UP, LLC	SI-12092	01-00-34102		PROFESSIONAL SERV	1010.00
GOVERNMENTAL CONSULTING SOLUTIONS	6663	01-00-34500		CONSULTING SERVIC	4000.00
ACE HARDWARE IN STEGER	155726	01-00-39701		STEGER EVENTS EXP	4.49
TOTAL FOR FUND 01		DEPT. 00			26725.21
PIONEER OFFICE FORMS INC.	96609	01-01-22100		BUILDING PERMIT	299.04
TOTAL FOR FUND 01		DEPT. 01			299.04
SPORTS DECALS	INV9263	01-18-38900		MUSIC SUPPLIES	372.17
TOTAL FOR FUND 01		DEPT. 18			372.17

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
R & R MAINTENANCE FIRE & FLEET	13740	01-20-31805		MAINT VEHICLES	25446.35
R & R MAINTENANCE FIRE & FLEET	14496	01-20-31805		MAINT VEHICLES	4499.95
RAY & WALLY'S TOWING SERVICE, INC.	58349	01-20-31805		MAINT VEHICLES	600.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-470	01-20-32901		MAINT COMPUTER SO	416.67
CINTAS CORPORATION LOCKBOX	5237031505	01-20-33501		OFFICE SUPPLIES	66.23
COMCAST BUSINESS	219764585	01-20-33700		TELEPHONE	275.05
METRO PARAMEDIC SERVICES INC.	24-388194	01-20-34250		AMBULANCE SERVICE	27993.58
TRAINING CONCEPTS, INC.	61320	01-20-38401		FIREFIGHTER TRAIN	78.00
TOTAL FOR FUND 01 DEPT. 20					59375.83
EVT TECH	7127	01-40-31805		MAINT VEHICLES	309.80
JAMES HERR & SONS	124591	01-40-31805		MAINT VEHICLES	842.83
JAMES HERR & SONS	124699	01-40-31805		MAINT VEHICLES	69.39
O'REILLY AUTO PARTS	3414-314833	01-40-31805		MAINT VEHICLES	138.29
POMP'S TIRE SERVICE INC.	411132979	01-40-31805		MAINT VEHICLES	142.50
SCOTT'S-U-SAVE	547380	01-40-31805		MAINT VEHICLES	33.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-470	01-40-32901		MAINT COMPUTER SO	416.67
RUNCO OFFICE SUPPLIES AND EQUIP CO.	953565-0	01-40-33500		OFFICE SUPPLIES	183.96
ABSOLUTE BEST CLEANING SERVICES, INC.	14300	01-40-33502		CLEANING SERVICE	1313.00
COMCAST BUSINESS	219764585	01-40-33700		TELEPHONE	1894.47
CINTAS CORPORATION LOCKBOX	5237031506	01-40-33900		ALL OTHER SUPPLIE	216.73
EAGLE UNIFORM COMPANY INC	15656-3	01-40-37302		NEW UNIFORMS	220.00
EAGLE UNIFORM COMPANY INC	15668-3	01-40-37302		NEW UNIFORMS	344.00
DANIEL HOPPE	REIMBURSEMENT	01-40-38800		MEETING/CONFERENC	255.30
TOTAL FOR FUND 01 DEPT. 40					6379.94
TOTAL FOR FUND 01				93152.19	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-470	03-30-32901		MAINT COMPUTERS	416.67
ABSOLUTE BEST CLEANING SERVICES, INC.	14300	03-30-33502		CLEANING SERVICE	1709.00
COMCAST BUSINESS	219764585	03-30-33700		TELEPHONE	371.52
EVERON, LLC	32429599 10/24	03-30-33704		SECURITY SYSTEM	51.11
TOTAL FOR FUND 03 DEPT. 30					2548.30
TOTAL FOR FUND 03				2548.30	
CLARKES GARDEN CENTER	0738	06-00-31204		MAINT PATCHING (R	330.00
HOLLANDASPHALT SERVICES, INC.	2024-217	06-00-31204		MAINT PATCHING (R	6800.00
HOLLANDASPHALT SERVICES, INC.	2024-218	06-00-31204		MAINT PATCHING (R	6230.00
HOLLANDASPHALT SERVICES, INC.	2024-219	06-00-31204		MAINT PATCHING (R	2340.00
HOLLANDASPHALT SERVICES, INC.	2024-220	06-00-31204		MAINT PATCHING (R	2200.00
HOLLANDASPHALT SERVICES, INC.	2024-221	06-00-31204		MAINT PATCHING (R	6400.00
HOLLANDASPHALT SERVICES, INC.	2024-222	06-00-31204		MAINT PATCHING (R	970.00
HOLLANDASPHALT SERVICES, INC.	2024-223	06-00-31204		MAINT PATCHING (R	3400.00
HOLLANDASPHALT SERVICES, INC.	2024-224	06-00-31204		MAINT PATCHING (R	2990.00
HOLLANDASPHALT SERVICES, INC.	2024-225	06-00-31204		MAINT PATCHING (R	4400.00
HOLLANDASPHALT SERVICES, INC.	2024-226	06-00-31204		MAINT PATCHING (R	1870.00
HOLLANDASPHALT SERVICES, INC.	2024-227	06-00-31204		MAINT PATCHING (R	2890.00
HOLLANDASPHALT SERVICES, INC.	2024-228	06-00-31204		MAINT PATCHING (R	7400.00
HOLLANDASPHALT SERVICES, INC.	2024-229	06-00-31204		MAINT PATCHING (R	1800.00
HOLLANDASPHALT SERVICES, INC.	2024-230	06-00-31204		MAINT PATCHING (R	2250.00
HOLLANDASPHALT SERVICES, INC.	2024-238	06-00-31204		MAINT PATCHING	4160.00
M&J UNDERGROUND, INC	M24-0614	06-00-31504.01		MAINT MAINS OUTSI	10935.50
M&J UNDERGROUND, INC	M24-0618	06-00-31504.01		MAINT MAINS OUTSI	1350.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2024-470	06-00-32900		MAINT OTHER	416.67
UNIFIRST CORPORATION	1201107420	06-00-32900		MAINT OTHER	48.15
COMED	148634800	06-00-33100		ELECTRIC	26.23

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	511352800	10/24	06-00-33100	ELECTRIC	1220.53
COMED	260178122	10/24	06-00-33101	ELECTRIC WATER PU	1430.93
ACE HARDWARE IN STEGER	155750		06-00-33501	SHOP SUPPLIES	38.98
ACE HARDWARE IN STEGER	155757		06-00-33501	SHOP SUPPLIES	13.49
ACE HARDWARE IN STEGER	155774		06-00-33501	SHOP SUPPLIES	3.60
CINTAS CORPORATION LOCKBOX	5237031503		06-00-33501	SHOP SUPPLIES	108.52
COMCAST BUSINESS	219764585		06-00-33700	TELEPHONE	371.52
UNIFIRST CORPORATION	1201107421		06-00-33800	UNIFORM SERVICE	126.65
UNIFIRST CORPORATION	1201108799		06-00-33800	UNIFORM SERVICE	112.25
WATER SOLUTIONS UNLIMITED	6887051		06-00-33907	CHEMICALS	3762.60
ENVIRONMENTAL PROTECTION INDUSTRIES	24606		06-00-34300	ENGINEERING FEES	2500.00
SHIPLEY DESIGN GROUP PLLC	1005		06-00-34300	ENGINEERING FFES	1567.50
VEENSTRA & KIMM INC.	6675-13		06-00-34300	ENGINEERING FEES	9177.84
VEENSTRA & KIMM INC.	6675-14		06-00-34300	ENGINEERING FEES	4978.58
ROBINSON ENGINEERING	22-R0342.01		06-00-38950	GRANT EXPENDITURE	1250.00-
ROBINSON ENGINEERING	24060493		06-00-38950	GRANT EXPENDITURE	700.00
ROBINSON ENGINEERING	24100535		06-00-38950	GRANT EXPENDITURE	25000.00
ROBINSON ENGINEERING	24100536		06-00-38950	GRANT EXPENDITURE	12000.00
SHIPLEY DESIGN GROUP PLLC	1005		06-00-38950	GRANT EXPENDITURE	660.00
TOTAL FOR FUND 06		DEPT. 00			131729.54
TOTAL FOR FUND 06				131729.54	
UNIFIRST CORPORATION	1201107420		07-00-31100	MAINT BUILDING	48.15
KEITH'S POWER EQUIPMENT INC	144281		07-00-31700	MAINT MOTORIZED E	89.04
SHOREWOOD HOME & AUTO, INC.	02-440761		07-00-31700	MAINT MOTORIZED E	1570.46
DONI TEAM LLC	01533		07-00-31805	MAINT VEHICLES	1273.23
DONI TEAM LLC	01534		07-00-31805	MAINT VEHICLES	688.14
DONI TEAM LLC	01540		07-00-31805	MAINT VEHICLES	2540.66

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ACE HARDWARE IN STEGER 155728		07-00-33501		SHOP SUPPLIES	5.66
ACE HARDWARE IN STEGER 155737		07-00-33501		SHOP SUPPLIES	4.13
ACE HARDWARE IN STEGER 155774		07-00-33501		SHOP SUPPLIES	3.59
CINTAS CORPORATION LOCKBOX 5237031503		07-00-33501		SHOP SUPPLIES	108.52
UNIFIRST CORPORATION 1201107421		07-00-33800		UNIFORM SERVICE	126.66
UNIFIRST CORPORATION 1201108799		07-00-33800		UNIFORM SERVICE	112.26
TOTAL FOR FUND 07		DEPT. 00			6570.50
TOTAL FOR FUND 07				6570.50	
COMED 769089222 10/24		08-00-33102		ELECTRICITY TRAFF	3445.46
TOTAL FOR FUND 08		DEPT. 00			3445.46
TOTAL FOR FUND 08				3445.46	
VISION SERVICE PLAN (IL) 821463308		15-00-36901		HEALTH INSURANCE	581.75
HUMANA DENTAL INSURANCE COMPANY 181932061		15-00-36903		DENTAL INSURANCE	2635.09
TOTAL FOR FUND 15		DEPT. 00			3216.84
TOTAL FOR FUND 15				3216.84	
GUARANTEED TECHNICAL SERV & CONSULT INC 2024-470		16-00-32900		MAINT OTHER	506.65
COMCAST BUSINESS 219764585		16-00-33700		TELEPHONE	274.58
JOHNSON CONTROLS SECURITY SOLUTIONS 40655206		16-00-33704		SECURITY SYSTEM	312.91
TOTAL FOR FUND 16		DEPT. 00			1094.14
TOTAL FOR FUND 16				1094.14	
MCCONNELL & JONES LLP 62867		17-00-34400		AUDITING ACCOUNTI	15000.00

SYS DATE:10/31/24

Village of Steger

SYS TIME:15:49

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

[NW2]

REGISTER # 211

DATE: 10/31/24

Thursday October 31, 2024

PAGE 6

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

CHECK NO

AMOUNT

DESCRIPTION

DIST

TOTAL FOR FUND 17

DEPT. 00

15000.00

TOTAL FOR FUND 17

15000.00

** TOTAL CHECKS TO BE ISSUED

256756.97

01

CORPORATE

93152.19

03

PLAYGROUND/RECREATION

2548.30

06

WATER/SEWER FUND

131729.54

07

ROAD & BRIDGE

6570.50

08

MOTOR FUEL TAX

3445.46

15

LIABILITY INSURANCE FUND

3216.84

16

H.S.E.M.

1094.14

17

AUDITING

15000.00

TOTAL FOR REGULAR CHECKS:

256,756.97

**SETTLEMENT AGREEMENT AND GENERAL
RELEASE**

RONALD NATHAN WOODSON (the "PLAINTIFF"), and **VILLAGE OF STEGER** (the "VILLAGE" or "DEFENDANT") voluntarily agree to completely settle and resolve all claims the PLAINTIFF has and may have against the Defendant related to the pending litigation filed in the United States District Court for the Northern District of Illinois, Eastern Division, as of the time the PLAINTIFF executes this Settlement Agreement and General Release, ("Agreement"), in accordance with the terms of this Agreement as follows:

RECITALS

WHEREAS, the PLAINTIFF filed a lawsuit against the DEFENDANTS, entitled "**RONALD N. WOODSON, Plaintiff, V. VILLAGE OF STEGER, IL, Defendant.**" Case No. 21-CV-03247, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, regarding various claims, including, Violation of the ADA (Americans with Disabilities Act), Denial of Accommodations under the ADA, ADA Retaliation, and Retaliation for seeking Medical Care and filing a Worker's Compensation claim (hereinafter the "Lawsuit").

WHEREAS, the DEFENDANT denies all material allegations of the Lawsuit, denies that it engaged in any wrongful or improper conduct and further denies that it is liable to the PLAINTIFF on any grounds and denies any violations as alleged in the Lawsuit and

WHEREAS, the PLAINTIFF and the DEFENDANT (collectively referred to as the "Parties") have determined that it is in their respective best interests to resolve the disputes between them for the purpose of avoiding future controversy, costs, legal fees, inconvenience, and any litigation regarding these matters; and

NOW, THEREFORE, for and in consideration for the provisions, covenants, and mutual promises contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Settlement Terms. In full satisfaction of any and all of the aforementioned claims that the PLAINTIFF has or may have against the DEFENDANT in the Lawsuit, the Parties hereby agree to the following terms of settlement:

a. Subject to Plaintiff signing the Agreement and PLAINTIFF executing and causing to be filed all necessary documents dismissing the LAWSUIT, and PLAINTIFF'S COUNSEL providing a W-9 form, the Village agrees to pay the total sum of Ninety-Five Thousand Dollars, and No/100 USD (\$95,000.00) payable to the PLAINTIFF and PLAINTIFF'S COUNSEL (hereinafter "Settlement Payment") as follows:

- i. A check payable to Ronald N. Woodson and Kreamer Law Group in the gross amount of Ninety- Five Thousand Dollars and No/100 (\$95,000.00).
- b. PLAINTIFF agrees and acknowledges that he shall be solely responsible for the payment and satisfaction of any and all Federal, State and local taxes that may be attributable to the Settlement Payment. PLAINTIFF has not sought or received any advice regarding the taxation of Settlement Payment from the Village, its agents and/or attorneys. PLAINTIFF further agrees that any adverse determination by the Internal Revenue Service ("IRS"), the Illinois Department of Revenue ("IDR") or any other state or local taxing authority shall not alter or change the terms of this Agreement. PLAINTIFF further recognizes and agrees that should the IRS, IDR or any other state or local taxing authority determine that any portion of the foregoing payment should have been reported differently, or that the incorrect amount of taxes were paid, PLAINTIFF is solely responsible for any and all taxes, penalties and/or interest assessed by the IRS, IDR or any other state or local taxing authority against himself as a result of the Settlement Payment to PLAINTIFF, and shall indemnify, and hold harmless the DEFENDANTS and the Released Parties from any such liens or claims.
- c. Before issuance of the above Settlement Payment in 2(a) to the PLAINTIFF, the PLAINTIFF shall file with the United States District Court, Northern District of Illinois, Eastern Division a stipulation of dismissal of the Lawsuit in its entirety and without prejudice which shall convert to a dismissal with prejudice on November 25, 2024. The PLAINTIFF further represents that no other lawsuit, charge, claim, grievance or other complaint shall remain pending with any local, state, or federal court and/or administrative agency with the exception of any appeal arising from "*Village of Steger, Illinois v. Illinois Fraternal Order of Police Labor Council, Ronald Woodson and Brian Clauss*," Appellate Court of Illinois, First Judicial District No. 1-23-2341 (appeal from Circuit Court of Cook County, Chancery Division, Case No. 2022 CH 10814) (hereinafter "Steger/FOP Appeal"), or Illinois Worker's Compensation Commission case captioned as "Ronald Woodson v. Village of Steger," Case No. 20WC004864 (hereinafter "Woodson/Steger WC claim"). In the event the DEFENDANT receives notice that any local, state, or federal court and/or administrative agency has a lawsuit, claim, charge, grievance or complaint pending against the DEFENDANT by the PLAINTIFF, then the PLAINTIFF agrees to execute and submit such documentation as may be necessary to have such lawsuit, charge, claim, or other complaint dismissed with prejudice at no cost to the DEFENDANT.

3. Attorney Fees and Expenses. With the exception of the payment specified in Paragraph 2(a), each Party to this Agreement is responsible for the payment of his, her, or its own attorneys' fees, costs, disbursements, expenses, or any other monies expended in connection with the Lawsuit. Each party agrees that they will not seek from the other reimbursement for attorneys' fees and/or costs incurred with respect to any event, matter, claim, damage or injury arising out of the Lawsuit.

4. Release.

- a. To the greatest extent permitted by law, PLAINTIFF, for himself and his attorneys, insurers, successors, predecessors, heirs, beneficiaries, and assigns agrees to release and forever discharge the DEFENDANTS from and regarding all claims he has or might have as of the time of PLAINTIFF'S execution of this Agreement, whether known or unknown. By way of explanation, but not limiting its completeness, the PLAINTIFF hereby fully, finally, and unconditionally releases, compromises, waives, and forever discharges the DEFENDANT from and for any and all claims, liabilities, suits, discrimination, or other charges, demands, debts, liens, damages, costs, expenses, grievances, injuries, actions, or rights of action of any nature whatsoever, known or unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, which were or was or could have been filed with any federal, state, local, or private court, agency, arbitrator, or any other entity, whether related or unrelated to the PLAINTIFF'S allegations contained in the Lawsuit, PLAINTIFF'S employment with DEFENDANT, or any alleged act or omission by the DEFENDANT and/or any Released Party (as defined herein below in Paragraph 4(d)), accruing prior to the execution of this Agreement by the PLAINTIFF, including but not limited to any liens for attorneys' fees, costs and expenses from "Kreamer Law Group" (and its predecessor and successor firm(s), if any). The PLAINTIFF further waives his right to any form of recovery, compensation, or other remedy in any action brought by him or on his behalf as of the date of this Agreement. This Release contemplates any and all claims for alleged discrimination based upon age, race, color, sex, sexual orientation, marital status, religion, national origin, handicap, disability, or retaliation, including any claim, asserted or unasserted, that could arise under Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1866, 42 U.S.C. §1981; the Employee Retirement Income Security Act of 1974; the Civil Rights Act of 1991; the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Notification Act of 1988; the Corporate and Criminal Fraud Accountability Act of 2002, 18 U.S.C. §1514A, also known as the Sarbanes-Oxley Act; the Illinois Human Rights Act; and any other federal, state, or local laws, rules or regulations, whether equal employment opportunity laws, rules or regulations, or otherwise, or any right under any Town pension, welfare, or stock plans through the date of the execution by Plaintiff of this Agreement. Further, the PLAINTIFF agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to his claims and that the waiver and release of all rights or claims he may have under any local, state, or federal law is knowing and voluntary. This

paragraph shall not apply to the “Steger/FOP Appeal” or the “Woodson/Steger WC claim.”

- b. PLAINTIFF was given a copy of this Agreement on October 9, 2024. PLAINTIFF agrees that he has had an opportunity to consult an attorney before signing it and was given a period of at least 21 days, or until October 30, 2024, to consider this Agreement. PLAINTIFF acknowledges that he may waive the 21 days and sign the agreement prior to the end of the 21-day period. PLAINTIFF also acknowledges in signing this Agreement, he has relied only on the promises written in this Agreement and not on any other promise, if any, made by DEFENDANT. PLAINTIFF further understands that he has seven days to revoke the Agreement after he signs it. This Agreement will not become effective or enforceable until seven days after the DEFENDANT has received a copy of the Agreement signed by PLAINTIFF.
- c. The PLAINTIFF agrees that the release and covenant not to sue as part of this Agreement includes all claims and potential claims as of the date of this Agreement against the DEFENDANT, VILLAGE OF STEGER, and all of the VILLAGE’S current and former elected officials, board members, commissioners, officers, trustees, attorneys, counselors, representatives, administrators, affiliates, fiduciaries, insurers, employees, and/or agents, including, but not limited to, any affiliated or related entities or persons, including but not limited to, partners or joint ventures, and third-party beneficiaries, and all of their predecessors, successors, heirs, and assigns, and their past, present, and future elected officials, commissioners, officers, members, agents, attorneys, employees, representatives, trustees, administrators, affiliates, fiduciaries, and insurers, and related persons or entities, jointly and severally, in their individual, official, fiduciary, and corporate capacities (collectively referred to as the “Released Parties”). Nothing in this Agreement restricts the right held by the PLAINTIFF or the DEFENDANT and/or Released Parties to enforce this Agreement and the promises set forth herein. Nothing in this Agreement restricts any right held by the PLAINTIFF or the DEFENDANT with respect to the “Steger/FOP Appeal” or the “Woodson/Steger WC claim.”

5. No Assignment. The PLAINTIFF expressly represents and promises that he has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the DEFENDANT and/or Released Parties (as defined in Paragraph 4(c)); (b) any rights that he may have had to assert claims on his behalf or on behalf of others against the DEFENDANTS and/or Released Parties; and (c) any right he has or may have to the money to be paid to the PLAINTIFF and the PLAINTIFF’S COUNSEL, pursuant to this Agreement.

6. Resolution of Claims. The PLAINTIFF agrees that this Agreement, including the payment of monies, resolves the Lawsuit which the PLAINTIFF filed or caused to be filed against the DEFENDANT. PLAINTIFF further agrees in consideration of payment specified in Paragraph 2(a) that he will make payment of any and all liens or claims growing out of Lawsuit and to defend, indemnify, and hold harmless the DEFENDANT and the Released Parties from any and all such liens or claims.

7. Non-disclosure. The Parties hereby agree to keep in confidence any and all information and/or documents obtained pursuant to the process of discovery, court order, and/or subpoena in the Lawsuit. Nothing contained in this Agreement prohibits the Parties from testifying truthfully if compelled by law. Neither party shall disclose the terms of this Agreement to any third party, provided, however, that (1) any third party may be informed that the dispute has been resolved; (2) the disclosure of the terms or other information relating to this Agreement shall not be a breach of this Agreement where ordered by a court in a legal proceeding; (3) each party shall remain free to disclose the terms of this Agreement in any court or administrative proceeding to which they or it is a party or as permitted under the law; (4) the DEFENDANT may disclose the terms of this Agreement where, in the opinion of their counsel, such disclosure is required to be made by law or is required by the DEFENDANT to otherwise fulfill their legal obligations as an institution, including but not limited to pursuant to the Freedom of Information Act or per the Open Meetings Act of Illinois; and (5) the Parties shall be free to discuss the terms of this Agreement with legal counsel, accountants, and tax advisors, all on a need-to-know basis, and Plaintiff may discuss it with his spouse, but shall instruct any such individual(s) that they must not disclose the terms of this Agreement except as permitted herein. Otherwise, nothing herein is meant to restrict PLAINTIFF'S right of free speech.

8. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement. Further, gender-specific language is to be interpreted in its most reasonable fashion for the Agreement; section or paragraph titles are irrelevant to interpretation of this Agreement; use of capitalization is irrelevant to interpretation of this Agreement.

9. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement and understanding between the Parties concerning the subject matter hereof and any prior oral/written communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement are contractual and not a mere recital.

10. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings, and communications between the Parties.

11. Amendment. This Agreement may be amended only by a written document signed and approved by the PLAINTIFF and the DEFENDANT.

12. Severability. In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

13. No Admission of Liability. This Agreement is being entered into solely for the purpose of settling the disputed claims of the Lawsuit, and shall not be construed as an admission by the DEFENDANT or Released Parties of any (i) liability of or wrongdoing to the PLAINTIFF, (ii) violation of any rights, breach of any agreement or contract by the DEFENDANT or Released Parties, or (iii) duty of the DEFENDANT or Released Parties to indemnify or defend any Party within the scope of this Agreement. The DEFENDANTS and Released Parties specifically deny any liability or wrongdoing, and the PLAINTIFF agrees that she will not state, suggest, or imply the contrary to anyone either directly or indirectly, whether through counsel or otherwise.

14. RIGHT TO COUNSEL. THE PLAINTIFF ACKNOWLEDGES THAT HE WAS INFORMED THAT HE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT AND THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THE RIGHT TO BE ADVISED BY LEGAL COUNSEL. ADDITIONALLY, THE PLAINTIFF ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY COMPETENT LEGAL COUNSEL OF HIS OWN CHOOSING IN CONNECTION WITH THE REVIEW AND EXECUTION OF THIS AGREEMENT AND THAT HE HAS HAD AN OPPORTUNITY TO AND DID NEGOTIATE OVER THE TERMS OF THIS AGREEMENT.

15. Acknowledgement of Contents and Effect. The PLAINTIFF declares that he and his attorney and authorized agents (if any) have completely read this Agreement and acknowledge that it is written in a manner calculated to be understood by the PLAINTIFF. The PLAINTIFF fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily, and without coercion enters into this Agreement.

16. Counterparts/Authority. This Agreement may be executed in Counterparts, each of which shall be an original and all of which together shall constitute one and the same document. The signatories below to the Agreement expressly state and affirm that they have the actual authority to execute this Agreement on behalf of each Party.

17. Choice of Law. The Parties agree that this Agreement shall be deemed to have been executed and delivered within the State of Illinois and shall in all respects be governed, interpreted, and enforced in accordance with the laws of the State of Illinois.

(REMAINDER OF THIS PAGE IS BLANK; SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the
dates indicated below.

RONALD NATHAN WOODSON



RONALD NATHAN WOODSON

10-14-24
Date

VILLAGE OF STEGER

By: _____

Its: _____

Date

ORDINANCE NO.

1326

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

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF SURPLUS PROPERTY 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 (65 ILCS 5/1-1-1, *et seq.*), 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 Mayor, who is also the President of the Village (the "President") and the Board of Trustees of the Village (with the President, the "Corporate Authorities") are committed to ensuring that the Village operates in a safe, economical and efficient manner; and

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) authorizes the Corporate Authorities to sell, convert or trade-in personal property; and

WHEREAS, the Village owns certain vehicles (the "Vehicles"), further described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Village staff has inspected the Vehicles and have determined that the Vehicles are no longer being used, are too costly to repair and/or are no longer safe for operation; and

WHEREAS, based on the foregoing, the Corporate Authorities found and hereby find that the Vehicles are no longer necessary or useful to, or for the best interests of the Village; and

WHEREAS, the Corporate Authorities hereby declare the Vehicles surplus property and authorize auctioning or disposing of the Vehicles, with any minimum bids to be determined by Village staff and the Village Administrator; and

WHEREAS, the Corporate Authorities have determined that the Vehicles are surplus property, are no longer necessary or useful to, or for the best interests of the Village and, therefore it is in the best interests of the Village to dispose of the Vehicles and authorize and approve of auctioning or disposing of the Vehicles;

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

ARTICLE I. IN GENERAL

SECTION 1.0: Incorporation Clause.

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

SECTION 2.0: Purpose.

The purpose of this Ordinance is to declare the Vehicles surplus property, to authorize and approve auctioning or disposing of the Vehicles and to authorize the President or his designee to perform all necessary acts to effectuate the intent of this Ordinance.

ARTICLE II. AUTHORIZATION

SECTION 3.0: Authorization.

The Corporate Authorities hereby declare the Vehicles surplus property and approve of and authorize the Vehicles to be disposed of or auctioned with the minimum bids to the determined by Village staff and the Village Administrator. The Corporate Authorities further authorize and direct the President or his designee to execute any

required documentation in connection therewith. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. 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 Ordinance and shall take all action necessary in conformity therewith. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of this Ordinance.

SECTION 3.1: Acts of Village Officials.

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

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

SECTION 4.0: Headings.

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

SECTION 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

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

SECTION 8.0: Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval or as otherwise provided by applicable law.

PASSED this ____ day of _____ 2024.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2024.

Chairman Pro Tem

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

EXHIBIT A
(SURPLUS VEHICLES)

Year/Make/Model	VIN Number
1999 dodge ram 1500	1b7hf16y9xs236732
2006 ford f150	1f TRF12W66NB73787
2005 Ford F250	1FTNF21586EA6894 2
2004 Ford 250	1TNF21535EA09540
2005? Chevy express	1 GCFG15X041104070
2004 Ford F250	1FTNF21L04ED21070
1995 ford super duty	1FDLF47G1TEA46235
Vermeer chipper	1 VRM131T6T1000379
2016 Ford Explorer	1FMK5K8AR6GGA36820
2006 Ford Explorer	1FMEU72E76UB13971
2007 Ford Crown Victoria	2FAFP71WQ7X143047
2002 Chevrolet Impala	2G1WF55K639211593
1994 Ford E350 Bus	1FDKE30M9RHB61083

RESOLUTION NO.

1187

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

A RESOLUTION AUTHORIZING AND APPROVING A RIGHT OF WAY USE AGREEMENT FOR BROADBAND INTERNET WITH SURF AIR WIRELESS, LLC FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, 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 (65 ILCS 5/1-1-1, *et seq.*), 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 Mayor, who is also the President of the Village (the "President") and the Board of Trustees of the Village (with the President, the "Corporate Authorities") are committed to protecting the health, safety and welfare of the Village and its residents; and

WHEREAS, Surf Air Wireless, LLC ("Surf") have approached the Village with a proposed agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, whereby Surf will be granted access to certain public rights of way within the Village for the purposes of constructing, installing, and operating broadband internet services for the benefit of its subscribers within the Village (the "Services"); and

WHEREAS, the Corporate Authorities desire to increase access to broadband internet services for residents within the Village; and

WHEREAS, therefore, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to

authorize and approve an agreement with terms substantially the same as the Agreement;

WHEREAS, the Corporate Authorities authorize the President or his designee to execute and enter into the agreement on terms set forth in the Agreement, with such insertions, omissions and changes as are authorized by the Corporate Authorities;

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

**ARTICLE I.
IN GENERAL**

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals 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 2.0: Purpose.

The purpose of this Resolution is to authorize and approve the Agreement with Surf and to authorize the President or his designee to execute and enter into the Agreement and to execute all necessary documents and perform all necessary acts to effectuate the intent of this Resolution, including the expenditure of all necessary funds.

**ARTICLE II.
AUTHORIZATION**

SECTION 3.0: Authorization, Approval, Adoption.

The Corporate Authorities hereby approve of and authorize the Agreement and authorize the President or his designee to execute and enter into the Agreement, with such insertions, omissions and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be

necessary to carry out and effectuate the purpose of this Resolution. 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. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Agreement, or of an agreement with terms substantially the same as the terms of the Agreement, and of this Resolution.

SECTION 3.1: Acts of Village Officials.

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

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

SECTION 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for 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 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

A full, true and complete copy of this 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 8.0: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval or as otherwise provided by applicable law.

PASSED this ____ day of _____ 2024.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2024.

Chairman Pro Tem

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

Exhibit A

**RIGHT OF WAY USE AGREEMENT
FOR BROADBAND INTERNET
BY AND BETWEEN
THE
VILLAGE OF STEGER
AND
SURF AIR WIRELESS, LLC**

This Right of Way Use Agreement (hereinafter, the "**Agreement**") is made between the Village of Steger, an Illinois municipal corporation (including the lawful successor, transferee, designee, or assignee thereof, hereinafter, the "**Village**") and Surf Air Wireless, LLC, a Delaware limited liability company (including its operational affiliates, hereinafter, "**Grantee**") this _____ day of _____, 202__ (the "**Effective Date**"). The Village and Grantee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Grantee has requested access to public rights of way from the Village for the provision of broadband services within the Village, and the Parties have agreed to establish certain rights and obligations between the Parties with respect to Grantee's construction, operation and maintenance of a fiber optic network within the Village; and

WHEREAS, to facilitate the provision by Grantee of the broadband services, the Parties have agreed the Grantee shall have access to public ways as defined below; and

WHEREAS, the Parties desire to enter into this Agreement to provide for such rights and obligations, all upon the terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: Definition of Terms.

For purposes of this Agreement, all capitalized terms, phrases, words, and abbreviations used herein shall have the meanings as are ascribed to them in this Section 1. All other capitalized terms, phrases, words and abbreviations not defined in this Section 1 shall have the meanings ascribed to them in the Lease.

"**BIAS**" means broadband internet access service, which is a mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the service, but excluding dial-up internet access service and any service that the FCC determines, from time to time, to be functionally equivalent.

"**FCC**" means the Federal Communications Commission of the United States of America.

“Fiber Optic Network” means Grantee’s facilities and equipment that comprise the network, consisting of a set of signal generation, reception and control equipment and fiber routes that are collectively designed to provide BIAS to multiple Subscribers within the Access Area, but such term does not include (i) a facility that serves Subscribers without using any Public Ways, (ii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, as amended, except that such a facility shall be considered a Fiber Optic Network to the extent such facility is also used in the transmission of BIAS directly to Subscribers; or (iii) any facilities of any electric utility used solely for operating its electric utility systems.

“Access Area” means the legal boundaries of the Village, and shall also include any additions or subtractions thereto by annexation or other legal means.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” shall mean the surface of, and the space above and below, any public street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Access Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village along such surface or space.

“Subscriber” means a Person who lawfully receives with the Grantee’s express permission, and pays Grantee for, the provision of BIAS over the Fiber Optic Network.

SECTION 2: Grant of Authority.

2.1. Grant. The Village hereby authorizes the Grantee to construct and operate a Fiber Optic Network in the Public Ways within the Access Area and, for that purpose, to erect, install, construct, micro-trench, repair, replace, reconstruct, maintain, or retain in any Public Way such wires, lines, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to, or useful in the operation of, the Fiber Optic Network, and to provide such services over the Fiber Optic Network as may be lawfully allowed.

2.2. Term and Renewal. The initial term of this Agreement shall be for a period of ten (10) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the **“Initial Term”**). This Agreement shall automatically renew for up to four (4) additional five (5) year periods thereafter (each, a **“Renewal Term”**), unless either Party notifies the other Party of its intent not to renew at least one hundred and twenty (120) days prior to the end of the Initial Term or the then current Renewal Term.

2.3. Fees. Grantee shall not be required to pay any additional fees to the Village under this Agreement, including for site specific permits for the installation of facilities that shall be used for the Sale of Telecommunications at Retail, as defined under the Telecommunications Municipal Infrastructure Maintenance Fee Act (“TIMFA”) (35 ILCS 635/10), so long as (i) Grantee maintains its status as a Telecommunications Retailer under TIMFA and (ii) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (35 ILCS 636/5) to the State of Illinois. In the event Grantee installs facilities that shall not provide “Telecommunications” as defined under the TIMFA, Grantee shall so inform the Village and be subject to the Village’s permit and license fees for such installation.

2.4. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power. The Village's obligations to police the use of the Public Way shall be limited solely to those areas located within the territorial limits of the Village.

2.5. Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Village to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (iii) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity. In the event an application for similar access is filed with the Village proposing to serve the Access Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application or similar request.

2.7. Parking. Notwithstanding anything to the contrary herein, and provided that appropriate vehicle safety markings have been deployed, Grantee’s vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair, and maintenance work on the Fiber Optic Network.

SECTION 3: Construction and Maintenance of the Fiber Optic Network.

3.1. Public Way Regulation. Except as may be otherwise provided in this Agreement, Grantee shall comply with all provisions of law generally applicable to all residents, guests or invitees of the Village.

3.2. Aerial and Underground Construction. At the time of Fiber Optic Network construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Access Area are underground, the Grantee shall place its Fiber Optic Networks’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s fiber and other equipment without technical degradation of the Fiber Optic Network’s signal quality. In any region(s) of the Access Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and

maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

Notwithstanding the foregoing, Grantee shall consult and cooperate in good faith with the Village about whether to locate newly deployed transmission or distribution facilities underground prior to their deployment.

3.3. Relocation. Grantee acknowledges that the Village may require, from time to time, that Grantee's facilities placed in the Public Way pursuant to this Agreement be relocated if deemed reasonably necessary for the public health, safety and welfare by the Village, in its sole discretion, for any public projects or improvement. Grantee shall, and shall be provided an opportunity to, participate in the planning for relocation of its facilities, if any, and shall be reimbursed its relocation costs from public or private funds allocated for such relocation to the same extent as such funds are made available to other users of the Public Way, if any. Upon receipt of notification by Village to Grantee that the facilities will need to be relocated, the Parties will, within thirty (30) days, mutually agree upon the length of time it will take for Grantee to accommodate such request, and upon and in accordance with the terms of such agreement, Grantee shall proceed with such relocation. Village agrees that it shall use reasonable efforts to assist Grantee with any relocation required under this Section 3.3.

3.4. Non-Interference. The Village shall not physically interfere with or cause harmful interference to the Fiber Optics Network installed by Grantee pursuant to this Agreement. The Parties shall coordinate with each other on any maintenance of the Public Way and the Fiber Optic Network so as not to obstruct or impede each other's performance of such maintenance. Grantee shall provide the Village with a telephone number that the Village can contact to request Grantee's coordination pursuant to this Section.

SECTION 4: Service Obligations.

4.1. General Service Obligations. The Grantee shall design the Fiber Optic Network to provide BIAS to Subscribers upon their request throughout the Access Area, subject to the following density standard. The Grantee shall make BIAS available to every residential dwelling unit within the Access Area where the minimum density is at least thirty (30) dwelling units per linear mile of the Fiber Optic Network as measured from the Fiber Optic System's closest commercially reasonable and technically feasible connection point ("**Access Point**"). Subject to this density requirement, Grantee shall offer BIAS to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the nearest Access Point along the Fiber Optic Network (hereinafter, a "**Standard Installation**"). Notwithstanding the foregoing, the Village acknowledges that Grantee's ability to access a multiple dwelling unit, mobile home park, or private development in order to deploy facilities may be limited by the property owner, and that refusal of a property owner to allow Grantee access shall not be considered a violation of this Section's service obligation. The Grantee shall continue to make BIAS available in the Access Area throughout the term of this Agreement, and Grantee shall extend its Fiber Optic Network and provide service consistent with the provisions of this Agreement.

4.1.1 Long Drops. The Grantee may elect to provide BIAS to areas not meeting

the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable industry technical standards mutually agreed by the Parties from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village.

4.3. Annexations and New/Planned Developments. In cases of annexation to the Access Area, the Village shall provide the Grantee with written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Fiber Optic Network is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Agreement.

4.4. Subscriber Service Obligations. The Village and Grantee acknowledge that Section 8.1(a) of the FCC's rules, 47 C.F.R. § 8.1(a), requires BIAS providers to publicly disclose accurate information to their Subscribers regarding the providers' network management practices, performance characteristics, and commercial terms of its BIAS. The Grantee shall comply with this disclosure obligation and all other consumer disclosure and information protection requirements under applicable law.

SECTION 5: Proprietary Information.

5.1. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "**proprietary or confidential**" include, but are not limited to, information relating to the Fiber Optic Network design, Subscriber lists, marketing plans, financial information, or other information that is reasonably determined by the Grantee to be competitively sensitive. The Grantee may make proprietary or confidential information available for inspection, but not copying or removal. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Assignment of Agreement or Transfer of Control of Grantee.

6.1. The Grantee may not assign this Agreement without the prior written consent of the Village, which consent shall not be unreasonably withheld, conditioned, or delayed. If Village should fail to reply to Grantee's notice of assignment and request for consent within thirty (30) days, Village's consent shall be deemed granted. No consent shall be required for (1) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Agreement in order to secure indebtedness, (2) a transfer to an affiliate of Grantee that controls Grantee, is directly or indirectly owned or controlled by Grantee, or is commonly controlled with Grantee, or (3) a transfer of control to any person or entity which acquires, directly or indirectly, substantially all of the assets of, or a controlling ownership interest in, Grantee as a going concern.

SECTION 7: Insurance, Indemnity, and Limitation of Liability.

7.1. Insurance. Throughout the term of this Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and, at their request, provide the Village certificates of insurance designating the Village and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Village. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "**Indemnitees**") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "**Indemnification Events**"), arising in the course of the Grantee constructing, operating or maintaining its Fiber Optic Network within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events, which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "**timely**" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village. The indemnification provided for herein shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

7.2.1 The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may

be liable under the laws of the State of Illinois.

7.2.2 Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

7.3. Limitation of Liability. In connection with the subject matter of this Agreement, neither Party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the Party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise. This limitation shall survive the expiration or earlier termination of this Agreement.

SECTION 8: Breach of Agreement; Default.

8.1. Notice of Violation or Default. Upon a failure by Grantee to comply with any material term of this Agreement, the Village shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default and demand that Grantee promptly remedy or cure such default.

8.2. Right to Cure; Termination. If such default is not cured within sixty (60) days after the receipt of such notice (or, if such default cannot be cured within such sixty (60) day period, if the Grantee does not commence and diligently continue actions to cure such default), the Village shall be entitled, without prejudice to any of its other rights conferred on it by this Agreement, in addition to any other remedies available to it by law or in equity, to terminate this Agreement by giving written notice to take effect within thirty (30) days after such notice unless Grantee shall cure such default within said thirty (30) days.

8.3. Specific Performance. Nothing in this Agreement shall preclude the Parties from seeking immediate equitable and/or injunctive relief from a court of proper jurisdiction with regard to any breach of this Agreement, including, but not limited to, specific performance, a temporary restraining order, or an injunction related to the purposes of this Agreement.

SECTION 9: Miscellaneous Provisions.

9.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Fiber Optic Network, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's fiber or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

9.2. Notice. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

To the Village:

Village of Steger
3320 Lewis Avenue
Steger, IL 60475
ATTN: Village Administrator

With copy to:

Vasselli Law, LLC
2021 Midwest Rd., Ste. 200
Oak Brook, IL 60523
ATTN: James Vasselli

To the Grantee:

Surf Air Wireless, LLC
P.O. Box 1401
La Porte, IN 46352
ATTN: Gregory B. Armstrong, CEO

With copy to:

Chilton, Yambert and Porter, LLP
303 W Madison, Suite 2300
Chicago, IL 60606
ATTN: Randy Vickery

9.3. Entire Agreement. This Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.3 and 2.4 of this Agreement, all ordinances or parts of ordinances related to the provision of BIAS that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either Party may notify the other in writing that the Agreement has been materially altered by the change and of the election to begin negotiations to amend the Agreement in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the Parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

9.5. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

9.6. Venue. Except as to any matter within the jurisdiction of the Federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other

aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Whiteside County, Illinois. Any matter brought pursuant to the jurisdiction of the Federal court shall be brought in the United States District Court of the Northern District of Illinois – Western Division.

9.7. Modification. Except as otherwise specifically provided herein, no provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

9.8. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

9.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under State or Federal law unless such waiver is expressly stated herein. No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of or in any similar breach or default occurring later. No waiver of any single breach or default shall be deemed a waiver of any other breach or default occurring before or after that waiver.

9.10. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

9.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Agreement in the name of the Grantee.

9.12. Counterparts. This Agreement may be executed in two or more original or electronic counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission (or other form of electronic communication, such as .pdf) of a counterpart hereto shall constitute an original hereof.

(signatures of the Parties to appear on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the Effective Date.

VILLAGE OF STEGER,
an Illinois municipal corporation

SURF AIR WIRELESS, LLC,
a Delaware limited liability company

By _____

By _____

Its _____

Its _____

ATTEST:

Village Clerk

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

**A RESOLUTION ADOPTING THE UPDATE OF THE COOK COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

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 (65 ILCS 5/1-1-1, *et seq.*), 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 Mayor, who is also the President of the Village (the "President") and the Board of Trustees of the Village (with the President, the "Corporate Authorities") are committed to protecting the health, safety and welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities recognize the importance of reducing or eliminating vulnerability to disasters caused by natural hazards for the overall good and welfare of the community, and

WHEREAS, on October 10, 2000, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Act") which provides the legal framework for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, as a condition of future funding for mitigation projects, the Act requires jurisdictions to prepare and adopt a hazard mitigation plan to identify and address certain vulnerabilities that exist prior to and during a disaster; and

WHEREAS, FEMA supports pre- and post-disaster grant funding through the Hazard Mitigation Assistance Grant program, which has as a condition of funding eligibility, a requirement for jurisdictions to prepare and adopt a hazard mitigation plan; and

WHEREAS, to maintain continued eligibility for FEMA mitigation grant assistance programs the Act requires a hazard mitigation plan be updated every five years; and

WHEREAS, in accordance with the Act's requirements, 125 Cook County jurisdictions engaged in the FEMA-prescribed mitigation planning process to prepare the 2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan (the "2024 Plan") and its associated local hazard mitigation plan annexes; and

WHEREAS, the 2024 Plan has been approved by the Illinois Emergency Management Agency and Federal Emergency Management Agency, Region V; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the Village to adopt the 2024 Plan and to continue participating in future revisions and updates to the Cook County Multi-Jurisdictional Hazard Mitigation Plan;

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

**ARTICLE I.
IN GENERAL**

SECTION 1.0: Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals 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 2.0: Purpose.

The purpose of this Resolution is to accept, approve, and adopt, in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2, and the Village Jurisdictional Annex of Volume 2 of the 2024 Plan; to authorize continued participation in updating and revising the Cook County Multi-Jurisdictional Hazard Mitigation Plan, including participation in another plan review and revision as occurring within a five (5) year cycle; and to further authorize the President or their designee(s) to take all steps necessary to carry out the terms and intent of this Resolution.

ARTICLE II. AUTHORIZATION

SECTION 3.0: Authorization, Approval, Adoption.

The Corporate Authorities hereby accept, approve of, and adopt, in its entirety, Volume 1, the Countywide Mitigation Actions in Volume 2, and the Village Jurisdictional Annex of Volume 2 of the 2024 Plan. The Corporate Authorities further authorize and approve of continued participation of the Village in updating and revising the Cook County Multi-Jurisdictional Hazard Mitigation Plan. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of this Resolution, if any.

SECTION 3.1: Acts of Village Officials.

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

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

SECTION 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for 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 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

A full, true and complete copy of this 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 8.0: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval or as otherwise provided by applicable law.

PASSED this ____ day of _____ 2024.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2024.

Mayor Pro Tem

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

Exhibit A



COOK COUNTY EMRS

EMERGENCY MANAGEMENT
AND REGIONAL SECURITY

2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan Update Executive Summary

Hazard mitigation is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury, and property damage that can result from a disaster. Cook County and a coalition of 125 municipal planning partners prepared and updated the **2024 Cook County Multi-Jurisdictional Hazard Mitigation Plan** in order to identify the risks posed by hazards and find ways to reduce their impacts. The plan reduces risks for those who live in, work in, and visit the County.

1. Cook County Profile

Cook County is located in northeast Illinois on the western shore of Lake Michigan. It is the most populous of the 102 counties in Illinois, with a 2013 estimated population of 5.24 million, 2018 estimated population of 5.18 million, and 2023 estimate of 5.08 million, according to the U.S. Census Bureau and World Population Review. In terms of area, it is the sixth largest county, covering approximately 946 square miles. Cook County makes up roughly 40 percent of the population of Illinois. The surrounding counties are Lake and McHenry to the north, Kane, and DuPage to the west, and Will to the southwest. Lake Michigan is the county's eastern border along with the State of Indiana.

Cook County is the second most populous county in the United States, after Los Angeles County. The county contains 135 municipalities, covering about 85 percent of the area of the county. The remaining unincorporated areas are under the jurisdiction of the Cook County Board of Commissioners, a 17-member board elected by district.

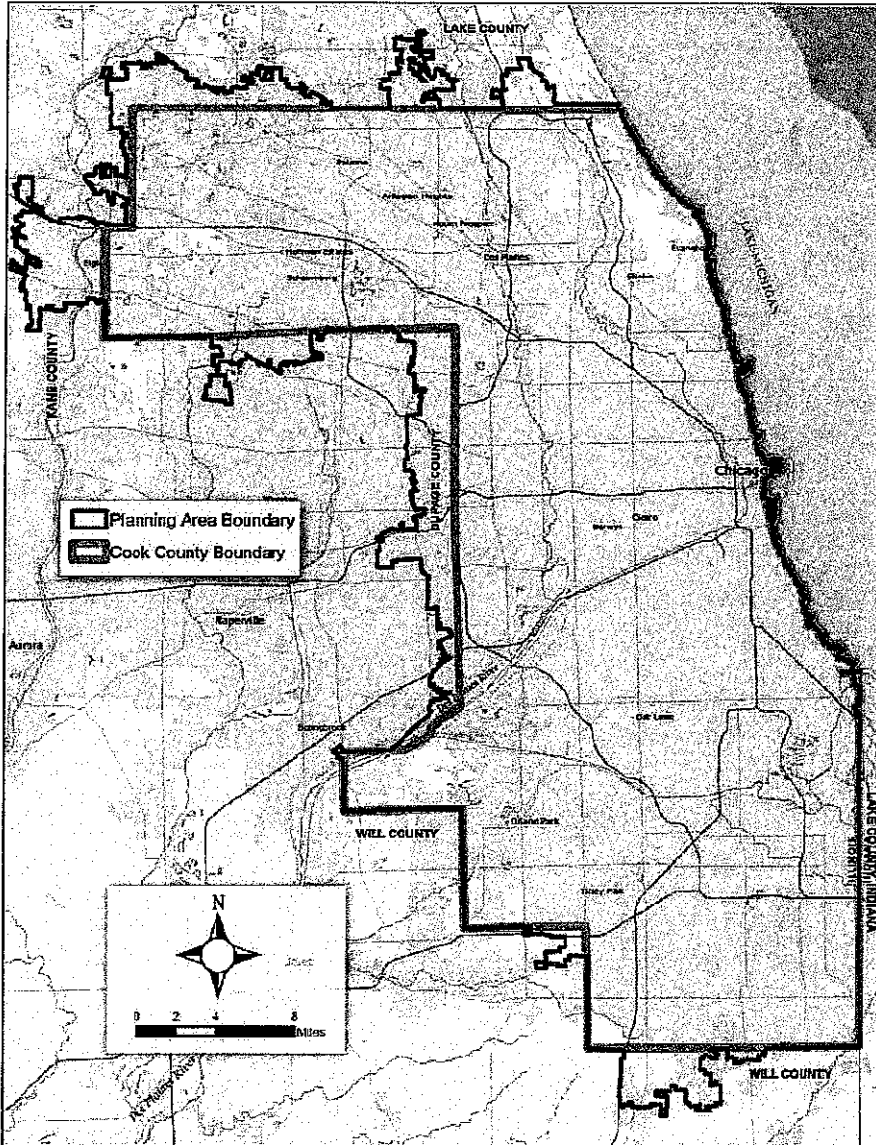
The economy of Cook County, IL employs 2.6 million people. The largest industries in Cook County are Health Care & Social Assistance (365,461 people), Professional, Scientific, & Technical Services (278,012 people), and Manufacturing (244,952 people), and the highest paying industries are Utilities (\$86,405), Finance & Insurance (\$82,016), and Professional, Scientific, & Technical Services (\$80,988).

Based on U.S. Census Bureau estimates, per capita income in the planning area in 2018 was \$32,722 and has increased to \$45,646 (in 2022 dollars) based on the ACS 2018-22. The median household income (in 2022 dollars) is \$78,304 based on the ACS 2022.

Cook County has experienced 22 hazard events since 1967 for which federal disaster declarations were issued. The National Oceanic and Atmospheric Administration (NOAA) data is the primary source utilized in the Hazard Mitigation Plan.

2. Participating Partners and the Planning Area

The responsibility for hazard mitigation lies with many, including private property owners; business and industry; and local, state, and the federal government. Through multi-jurisdictional partnerships, local jurisdictions within an area that has uniform risk exposure can pool resources and eliminate redundant planning activities. Cook County opened this planning effort to all municipalities within the County. The table, *Planning Partners*, lists the planning partners that participated in the planning process and are covered under this plan. The planning area was defined as all incorporated and unincorporated areas of Cook County as well as the incorporated areas of cities that cross county boundaries. The planning area boundary is shown in the figure below (*Figure: Planning Area*).



Municipalities that are partially in Cook County and are participating in the mitigation planning efforts of adjacent counties are also included in the table below. Future efforts are already underway to include these jurisdictions in future updates of the plan. Two jurisdictions that had not previously participated in the 2019 Cook County MJ-HMP are now part of the 2024 Cook County MJ-HMP.

TABLE: PLANNING PARTNERS PLANNING PARTNERS COVERED BY THIS HAZARD MITIGATION PLAN		
North	Central	South
Arlington Heights	Bellwood	Alsip
Barrington	Berkeley	Bedford Park

Buffalo Grove	Berwyn	Blue Island
Des Plaines	Broadview	Bridgeview
Elgin	Brookfield	Burbank
Elk Grove Village	City of Chicago	Burnham
Evanston	Cicero	Calumet City
Glencoe	Countryside	Calumet Park
Glenview	Elmwood Park	Chicago Heights
Golf	Forest Park	Chicago Ridge
Hanover Park	Forest View	Country Club Hills
Hoffman Estates	Franklin Park	Crestwood
Inverness	Harwood Heights	Dixmoor
Kenilworth	Hillside	Dolton
Lincolnwood	Hodgkins	East Hazel Crest
Morton Grove	Indian Head Park	Evergreen Park
Mount Prospect	LaGrange	Flossmoor
Niles	LaGrange Park	Ford Heights
Northbrook	Lyons	Glenwood
Northfield	Maywood	Harvey
Palatine	McCook	Hazel Crest
Park Ridge	Melrose Park	Hickory Hills
Prospect Heights	Norridge	Hometown
Rolling Meadows	Northlake	Homewood
Schaumburg	North Riverside	Justice
Skokie	Oak Park	Lansing
South Barrington	River Forest	Lemont
Streamwood	River Grove	Lynwood
Wheeling	Riverside	Markham
Wilmette	Rosemont	Matteson
Winnetka	Schiller Park	Merrionette Park
	Stickney	Midlothian
	Stone Park	Oak Forest
	Summit	Oak Lawn
	Westchester	Olympia Fields
	Western Springs	Orland Hills
		Orland Park
		Palos Heights
		Palos Hills
		Palos Park
		Park Forest

		Phoenix
		Posen
		Richton Park
		Riverdale
		Robbins
		Sauk Village
		South Chicago Heights
		South Holland
		Steger
		Thornton
		Tinley Park
		University Park
		Willow Springs
		Worth
Not Participating in 2024 Cook County MJ-HMP	Not Participating in 2024 Cook County MJ-HMP	Not Participating in 2024 Cook County MJ-HMP
Barrington Hills	Bensenville	Frankfort
Bartlett	Burr Ridge	Woodridge
Deerfield	Elmhurst	
Deer Park	Hinsdale	
East Dundee	Oak Brook	
Roselle		

3. Plan Development and Organization

The 2024 Cook County MJ-HMP was updated by a planning team of Cook County Department of Emergency Management and Regional Security staff and expert consultants, with guidance from a steering committee representing the planning partners and other local stakeholders. The key steps in updating the plan were as follows:

1. Determine the Planning Area and Resources
2. Build and Reconvene the Planning Team
3. Outreach Strategy
4. Review and Update Community Capabilities
5. Update and Conduct the Risk Assessment
6. Update the Mitigation Strategy
7. Keep the Plan Current
8. Review and Adopt the Plan

9. Create a Safe and Resilient Community

4. Mission Goals and Objectives

The defined mission for the 2024 Cook County MJ-HMP is to “Identify risks and sustainable, cost-effective actions to mitigate the impact of natural hazards to protect the life, health, safety, welfare, and economy of the communities of Cook County.” Mitigation **goals** were established as follows:

1. Develop and implement sustainable, cost-effective, and environmentally sound risk-reduction (mitigation) projects.
2. Protect the lives, health, safety, and property of the citizens of Cook County from the impacts of natural hazards.
3. Protect public services and critical facilities, including infrastructure, from loss of use during natural hazard events and potential damage from such events.
4. Involve stakeholders to enhance the local capacity to mitigate, prepare for, and respond to the impacts of natural hazards.
5. Develop, promote, and integrate mitigation action plans.
6. Promote public understanding of and support for hazard mitigation.

Thirteen **objectives** were established for the plan that meets multiple goals, serving as stand-alone measurements of the effectiveness of the mitigation action. Proposed mitigation actions were evaluated in part based on how many goals and objectives they would help to fulfill.

1. Eliminate or minimize disruption of local government operations caused by natural hazards through all phases of emergency management.
2. Increase the resilience of (or protect and maintain) infrastructure and critical facilities.
3. Consider the impacts of natural hazards on future land uses in the planning area, including possible impacts from climate change.
4. Integrate hazard mitigation policies into land use plans in the planning area.
5. Develop, improve, and protect systems that provide early warnings, emergency response communications, and evacuation procedures.
6. Use the best available data, science and technologies to educate the public and to improve understanding of the location and potential impacts of natural hazards, the vulnerability of building types and community development patterns, and the measures needed to protect life safety.
7. Retrofit, purchase, or relocate structures in high hazard areas, including those known to be repetitively damaged.

8. Establish partnerships among all levels of local government, the private sector, and/or nongovernmental organizations to improve and implement methods to protect people, including underserved and underrepresented groups, and property.
9. Provide or improve flood protection on a watershed basis with flood control structures and drainage maintenance plans.
10. Strengthen codes and land use planning and their enforcement, so that new construction or redevelopment can avoid or withstand the impacts of natural hazards.
11. Encourage mitigation through incentive-based programs, such as the Community Rating System, Firewise, and StormReady programs.
12. Reduce natural hazard-related risks and vulnerability to potentially isolated and underserved populations within the planning area and ensure mitigation strategies result in equitable outcomes.
13. Encourage hazard mitigation measures that result in the least adverse effect on the natural environment and that use natural processes.

5. Hazards Addressed

The steering committee considered the full range of natural hazards that could impact the planning area and identified the following hazards as presenting the most significant concern:

- Dam or levee failure
- Drought
- Earthquake
- Flood
- Severe weather
- Severe winter weather
- Tornado
- Wildfire

Detailed risk assessments were performed for each of these hazards of concern. Also, a brief qualitative review was conducted of technological and human-caused hazards of interest. Climate Change was addressed for each hazard, as applicable.

6. Risk Assessment Methodology

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. It allows emergency management personnel to establish early response priorities by identifying potential hazards and vulnerable assets. The process focuses on the following elements:

- **Identify hazards**—Use all available information to determine what types of disasters may affect a jurisdiction, how often they can occur, and their potential severity.
- **Assess probability, extent, vulnerability, and impact**—Determine the impact of natural hazard events on the people, property, environment, economy, and lands of the region.
- **Estimate cost**—Estimate the cost of potential damage that could be avoided by mitigation.

The risk assessment for this hazard mitigation plan evaluates the risk of natural hazards prevalent in the planning area and meets requirements of the DMA (44 CFR, Section 201.6(c)(2)).

7. Profiles of Cook County Hazards of Concern

The following hazards are addressed in the 2024 Cook County MJ-HMP. A brief description of each hazard is included in this section of the Executive Summary.

7.1 Dam and Levee Failure

There are 44 dams in Cook County, all regulated by the Water Resources Division of the Illinois Department of Natural Resources (IDNR). Importantly, 23 of these dams are classified as "high" (11) or "significant" (12) hazard, which means they have significant downstream populations at risk if the dam should fail. Flooding as a result of a dam and levee failure would significantly impact properties and communities in the inundation zones. There is no record of Federal Dam Disaster Declarations in Cook County between 1956-2022.

According to the National Inventory of Levees, there are seven (7) major levee systems located in Cook County (National Inventory of Levees). Although there is no history of levee failures in the planning area, it should be noted that the State of Illinois experienced levee failures in 1993 and 2008. In 1993, 17 levee systems breached along the Mississippi River and the Illinois River just north of where it meets the Mississippi River. Over 237,000 acres along the rivers were flooded.

Dam or levee failure can have severe impacts on property and critical infrastructure. These impacts include:

- **Extensive Property Damage:** The sudden release of water from a dam or levee failure can lead to widespread flooding, resulting in significant damage to residential, commercial, and industrial properties. This includes damage to buildings, homes, and vehicles.
- **Critical Infrastructure Damage:** Flooding from dam or levee failures can severely impact critical infrastructure such as bridges, roads, railways, and utilities (water and sewage systems, electrical grids, gas lines). This not only causes immediate disruption but can also lead to long-term economic impacts due to the time and cost associated with repairs and reconstruction.
- **Environmental Contamination:** Floodwaters can carry and spread pollutants and hazardous materials from industrial sites, sewage systems, and other sources, leading to environmental contamination of water, soil, and ecosystems.
- **Disruption of Services:** Essential services such as healthcare, education, emergency services, and transportation can be disrupted, affecting the wellbeing and daily life of the community.
- **Economic Impact:** The combined effect on property, infrastructure, and services can lead to significant economic losses, both direct and indirect. The cost of repairs, loss of business operations, and decrease in property values can have a lasting impact on affected communities.
- **Recovery and Mitigation Costs:** The financial burden of recovery and rebuilding can be substantial. In addition to immediate repair costs, there is often a need for investing in mitigation measures to prevent future incidents.

Exposed Structures and Property Value

FEMA's HAZUS-MH model estimated that there are 12,762 structures within the mapped dam failure inundation areas in the planning area. It is estimated that \$10.7 billion worth of building-and-contents are exposed to dam failure inundation, representing 0.90 percent of the total building value of the planning area.

7.2 Drought

Droughts originate from a deficiency of precipitation resulting from an unusual weather pattern. If the weather pattern lasts a short time (a few weeks or a couple of months), the drought is considered short-term. If the weather pattern becomes entrenched and the precipitation deficits last for several months or years, the drought is considered to be long-term. Drought generally affects large geographic areas, so drought descriptions in the hazard mitigation plan are usually for the entire State of Illinois rather than the immediate planning area of Cook County.

Droughts are fairly common in Illinois. In the past century, the state experienced serious drought periods from 1902 to 1915, from 1931 to 1934, and in 1954, 1964, and 1988. The 1930s had the greatest frequency and severity of drought since drought recording using the Palmer Drought Severity Index (PDSI) began in 1895. The worst case was the summer of 1934, with a statewide PDSI of -6.48, followed by the summer of 1931 with -6.39 and 1954 with -6.09. All three of these events fall into the category of extreme drought.

Recent events include drought in 1983 and 1988. In September 1983, all 102 counties were declared state disaster areas because of high temperatures and insufficient precipitation during the summer. In 1988, 54 percent of the state was impacted by drought-like conditions, resulting in disaster relief payments to landowners and farmers exceeding \$382 million; however, no state declaration was made. Historical drought data for the planning area indicate there have been at least seven (7) significant droughts in the last 115 years, which equates to a drought every 16 years on average, or a minimum of a 6.25-percent chance of a drought in any given year.

Drought can have a widespread impact on the environment and the economy, although it typically does not result in loss of life or damage to property, as do other natural disasters. The National Drought Mitigation Center describes likely drought impacts as those affecting agriculture, water supplies, and the risk of fire.

Scientists currently do not know how to predict drought more than a month in advance for most locations. How long a drought lasts depends on interactions between the atmosphere and the oceans, soil moisture and land surface processes, topography, internal dynamics, and the accumulated influence of weather systems on the global scale.

Crucial issues associated with drought include the following:

- Identification and development of alternative water supplies
- Use of groundwater recharge techniques to stabilize the groundwater supply
- The probability of increased drought frequencies and durations due to climate change
- The promotion of active water conservation even during non-drought periods.

While drought is considered a low-risk hazard for Cook County, planners need to consider best practices for land use policies to support water supply sustainability and increase the protection

of water resources. Utilizing these practices provides local municipality capability to protect future development from drought.

7.3. Earthquake

An earthquake is the vibration of the earth's surface following a release of energy in the earth's crust. Earthquakes tend to occur along faults, which are zones of weakness in the crust. Earthquakes occur throughout Illinois, with most in the southern third of the state. Over 360 earthquakes have occurred in Illinois during the past 20 years, with 32 resulting in damage. According to USGS, no fault zones are in Cook County; however, numerous reports highlight the fault activity of the Des Plaines Crater located beneath the populated Des Plaines suburb of Chicago. Fifteen events have been recorded in Cook, DuPage, Kane, Kendall, and Will Counties since 1704. Cook County has experienced three earthquakes ranging from a magnitude of 3 to 4.9. Since the 2018 Hazard Mitigation Plan, Cook County has not experienced any additional significant earthquakes.

The actual movement of the ground in an earthquake is seldom the direct cause of injury or death. Casualties generally result from falling objects and debris, because the shocks shake, damage or demolish buildings and other structures. Disruption of communications, electrical power supplies and gas, sewer and water lines should be expected. Earthquakes may trigger fires, dam failures, or releases of hazardous material, compounding their effects. Any seismic activity of 6.0 or greater on faults within the planning area would have significant impacts throughout the county. Earthquakes of this magnitude or higher would lead to a massive failure of structures built on loose soils. Levees and revetments constructed on such soils would likely fail, representing a loss of critical infrastructure. These events could cause secondary hazards that would further damage structures.

There is currently no reliable way to predict an earthquake at any given location with any significant warning time. Research is being done with warning systems that use the low energy waves that precede major earthquakes to give approximately 40 seconds notice that a major earthquake is about to occur. The warning time is very short, but it could allow for someone to get under a desk, step away from a hazardous material they are working with or shut down a computer system.

Important issues associated with earthquakes include the following:

- The public perception of the earthquake risk within the planning area is low. It can be difficult to get the public to think about earthquake mitigation with little or no perceived risk.
- Most of the planning area's building stock was built prior to 1975 when seismic provisions became uniformly applied through building code applications. A building stock analysis that looks at the potential fragility of the older building stock constructed without building code influence would be beneficial in the identification of seismic mitigation projects.
- More earthquake mapping is needed for the planning area.
- Critical facility owners/operators should be encouraged to create or enhance continuity of operations plans using the information on risk and vulnerability contained in the Cook County hazard mitigation plan.
- Geotechnical standards should be established that take into account the probable impacts of earthquakes in the design and construction of new or enhanced facilities.

- The County has over 6 miles of earthen levees and revetments on soft, unstable soil. These soils are prone to liquefaction, which would severely undermine the integrity of these facilities.
- There are a large number of earthen dams within the planning area. Dam failure warning and evacuation plans and procedures should be reviewed and updated to reflect the dams' risk potential associated with earthquake activity in the region.

7.4 Flood

Flood Types and History

Flooding can occur in a number of ways, and many instances are not independent of each other and can occur simultaneously during a flood event. The types of flooding considered for this plan include:

- Heavy rainfall
- Urban stormwater overflow
- Rapid snowmelt
- Rising groundwater (generally in conjunction with heavy prolonged rainfall and saturated conditions)
- Riverine ice jams
- Flash floods
- Alluvial fan flooding
- Flooding from dam failure
- Coastal/Shoreline flooding
 - Seiche
 - Meteotsunami
 - Coastal Erosion

Floods in Cook County are caused by rainfall from large frontal storms, which may be in combination with some snowmelt, runoff, and ice jams. The principal contributor to flooding in the area is the inadequate capacity of some of the natural stream channels to contain runoff resulting from intense thunderstorm precipitation over the stream basins. Inundation of lands adjoining stream channels has been aggravated over the years by the gradual accumulation of silt. The buildup of sand bars and island channels has resulted in the loss of channel capacity. Another factor lending itself to the poor flow characteristics of some portions of channels is the excessive growth of brush, light timber, and aquatic vegetation.

From 2013 through 2022, 90 Riverine Flooding incidents occurred in Cook County and were recorded by NOAA. This frequency averages nine flooding incidents annually and would indicate a similar trend moving forward. From 2013 through 2022, 84 Urban/Flash/Stormwater Flooding incidents occurred in Cook County and were recorded by NOAA. This frequency averages 8.4 flooding incidents annually and would indicate a similar trend moving forward.

According to NOAA, the frequency of flash flooding depends on seasonal weather patterns. Flash flooding is typically caused by inadequate drainage following heavy rainfall or rapid snowmelt and is more likely to occur in spring when thunderstorms and snow melt are more prominent.

Urban areas (such as Chicago) are typically connected to municipal sewer systems (stormwater and/or sanitary sewer). For this reason, it is more probable that flash flooding will occur within this area.

Cook County experiences numerous episodes of river and urban flooding every year; massive floods that can cause significant property damage typically occur every three to seven years.

Flood Mapping

Flood studies use historical records to determine the probability of occurrence for different river discharge (flow) levels. The flood frequency equals 100 divided by the discharge probability. For example, the 100-year discharge has a 1-percent chance of being equaled or exceeded in any given year. The extent of flooding associated with a 1-percent annual probability of occurrence (the base flood or 100-year flood) is used as a regulatory boundary by many agencies. This boundary is a convenient tool for assessing risk in flood-prone communities. For most communities participating in the National Flood Insurance Program (NFIP), FEMA has prepared a detailed Flood Insurance Study that presents water surface elevations for the 1- percent annual chance flood and the 0.2-percent annual chance flood (the 500-year flood). The federal standard for floodplain management under the NFIP is the 100-year floodplain. This area is chosen using historical data such that in any given year there is a 1% chance of a "base flood (also known as 100-year flood or regulatory flood). A base flood is one that covers or exceeds the 100-year floodplain. A 500-year floodplain is an area with at least a .2% chance of flood occurrence in any given year. The boundaries of the 100- and 500-year floodplains are shown on Flood Insurance Rate Maps.

FEMA has mapped over 78 square miles of the 100-year floodplain and 99 square miles of 500-year floodplain along 172 water courses within the Cook County planning area. This includes floodplains within jurisdictions that intersect multiple counties. While these maps do not cover all the flood risks within the planning area, they do represent a large percentage of the risk. It should be noted that mapping showing areas of urban flooding is limited in the County.

Flood Severity

The principal factors affecting flood damage are flood depth and velocity. The deeper and faster flood flows become, the more damage they can cause. Shallow flooding with high velocities can cause as much damage as deep flooding with slow velocity, is especially true when a channel migrates over a broad floodplain, redirecting high-velocity flows and transporting debris and sediment. Flood severity is often evaluated by examining peak discharges.

The worst-case scenario for flooding in the Cook County planning area has happened numerous times in the past. It involves intense rainstorms that stall over the planning area, dropping rainfall totals in excess 6 inches over 48 hours (this scenario is significantly exacerbated by the presence of snowpack on the ground), which leads to both riverine and stormwater/urban drainage flooding that can overwhelm flood response capabilities in the planning area. Significant roads can be blocked, preventing critical access for many residents and critical functions. High in-channel flows can cause water courses to scour, possibly washing out roads and creating more isolation problems.

Flood Warning

The Cook County flood threat system consists of a network of precipitation gages throughout the watershed and stream gages at strategic locations that continuously monitor and report stream levels. All of this information is analyzed by agencies such as the Cook County Department of Emergency Management and Regional Security (EMRS) and Metropolitan Water Reclamation District to evaluate the flood threat and possible evacuation needs.

Floods are generally classed as either slow-rise or flash floods. Due to the sequential pattern of meteorological conditions needed to cause serious slow-rise flooding, it is unusual for a slow-rise flood to occur without warning. Slow-rise floods may be preceded by a warning time from several hours, to days, to possibly weeks. Evacuation and sandbagging for a slow-rise flood may lessen flood damage. Flash floods are more difficult to prepare for, due to the extremely short warning time given, if any. Flash flood warnings usually require evacuation within an hour. However, potential hazard areas can be warned in advance of potential flash flooding danger.

Participation in Federal Flood Programs

The NFIP makes federally backed flood insurance available to homeowners, renters, and business owners in participating communities. Cook County entered the NFIP on April 15, 1981. The effective date for the current countywide Flood Insurance Rate Map is August 19, 2008. In addition to the County, most Cook County municipalities participate in the NFIP. As of August 2023, Cook County had 12,083 flood insurance policies providing \$2.644 billion in insurance coverage. According to FEMA statistics, in the State of Illinois, there were 32,840 flood insurance policies providing over \$7.06 billion in insurance coverage.

As of March 17, 2022, there are twenty (20) communities in the planning area that also participate in the Community Rating System (CRS), a voluntary program that encourages floodplain management activities that exceed the NFIP requirements. The CRS requires participating communities to identify repetitive loss areas, where flood insurance claims have been paid multiple times for individual properties. FEMA's list of repetitive loss properties identifies 1,741 such properties in the planning area as of May 2024.

Issues

Important issues associated with flooding include the following:

- Modeling performed by the Metropolitan Water Reclamation District is considered to be the best available flood risk data for the planning area, but it is not the basis of FEMA's current effective Flood Insurance Rate Map. The District's flood hazard data should be formatted so that can be used to support risk assessment and thus validate the best available data.
- The planning area has a large percentage of policies and losses outside a mapped hazard area. Basement flooding is a common problem.
- The stormwater/urban drainage flooding risk is not mapped, which makes it difficult to assess this hazard, other than looking at historical loss data.
- The risk associated with the flood hazard overlaps the risk associated with other hazards such as an earthquake. This provides an opportunity to seek mitigation alternatives with multiple objectives that can reduce the risk for multiple hazards.
- There is no consistency of land-use practices and regulatory floodplain management within the planning area. It is unclear how potential climate change may impact flood conditions in the planning area.
- The concept of residual risk should be considered in the design of future capital flood control projects and should be communicated with residents living in the floodplain.
- More information is needed on flood risk to support the concept of risk-based analysis of capital projects.
- There needs to be a sustained effort to gather historical damage data, such as high-water marks on structures and damage reports, to measure the cost-effectiveness of future mitigation projects.

- Ongoing flood hazard mitigation will require funding from multiple sources.
- There needs to be a coordinated hazard mitigation effort between jurisdictions affected by flood hazards in the county.
- Floodplain residents need to continue to be educated about flood preparedness and the resources available during and after floods.
- The promotion of flood insurance as a means of protecting private property owners from the economic impacts of frequent flood events should continue.
- The economy affects a jurisdiction's ability to manage its floodplains. Budget cuts and personnel losses can strain the resources needed to support floodplain management.

7.5 Severe Weather

Severe weather refers to any dangerous meteorological phenomena with the potential to cause damage, serious social disruption, or loss of human life. It includes extreme heat, lightning, hailstorms, dense fog, and strong wind. Severe-weather events can happen anywhere in the planning area. Severe local storms are probably the most common widespread hazard. They affect large numbers of people throughout Cook County and the surrounding region when they occur. The heat wave of July 1995 was one of the worst disasters in Illinois history, with over 700 deaths statewide over five days.

Records from the National Climatic Data Center indicate approximately 1,410 severe weather events (not including heat and excessive heat events) in the planning area between 1950 and 2023. NCDC data from 1996 to 2023 also records 64 heat or excessive heat events.

The most common problems associated with severe storms are immobility and loss of utilities. Roads may become impassable due to flooding or downed trees. Power lines may be downed due to high winds. Lightning can cause severe damage and injury. A worst-case severe-weather event would involve prolonged high winds during a thunderstorm. Such an event would have both short-term and longer-term effects. Initially, schools and roads would be closed due to power outages caused by high winds and downed tree obstructions. In more rural areas, some subdivisions could experience limited ingress and egress. Prolonged rain could produce flooding and overtopped culverts with ponded water on roads. Flooding could further obstruct roads and bridges, further isolating residents.

Meteorologists can often predict the likelihood of a severe storm or other severe weather events, which can give several days of warning time. The Chicago Office of the National Weather Service issues severe storm watches and warnings when appropriate to alert government agencies and the public of possible or impending weather events.

Important issues associated with severe weather include the following:

- Redundancy of power supply throughout the planning area must be evaluated. The capacity for backup power generation is limited.
- Public education on dealing with the impacts of severe weather needs to be provided and debris management (downed trees, etc.) must be addressed.
- The effects of climate change may result in an increase in the frequency of extreme heat events.

7.6 Severe Winter Weather

The severe winter weather hazard encompasses heavy snow, lake-effect snow, blizzards, ice storms, sleet, cold/windchill, extreme cold temperatures and wind chill, frost/freeze, general winter weather, and winter storms. Severe winter weather events can happen anywhere in the planning area. NOAA identifies 181 of these severe winter weather events in the planning area from 1950 - 2023, excluding snowstorms classified as less than major snowstorms. The planning area typically receives 34 inches of snow each year and can expect to experience exposure to a severe winter weather event at least annually.

All events totaled \$700,000 in property damage, 156 direct deaths and 8 indirect deaths, and 5 direct injuries and 3 indirect injuries.

Severe winter weather impacts can be significant. Roads may become impassable due to ice or snow. Power lines may be down due to high winds or ice accumulation, and services such as water or phone may not be able to operate without power. Physical damage to homes and facilities can occur from wind damage or accumulation of snow or ice. Freezing rain can cause the most dangerous conditions. Ice buildup can bring down trees, communication towers, and wires, creating hazards for property owners, motorists, and pedestrians alike. Many severe winter weather events in the planning area have resulted in the loss of life.

Meteorologists can often predict likely severe winter weather, giving several days of warning time. The National Weather Service provides public warnings on storm, snow and ice events as appropriate to alert government agencies and the public of possible or impending weather events.

Important issues associated with severe winter weather in the planning area include the following:

- Heavy snow can lead to structural damage due to the weight of snow accumulation, especially on roofs and overhangs. This can result in costly repairs and safety hazards.
- The weight of snow and ice can down trees and power lines, leading to widespread power outages. This disrupts heating and telecommunications and can cause further economic losses. Redundancy of power supply must be evaluated as the capacity for backup power generation is limited.
- Extreme cold/wind chill can lead to property damage and critical infrastructure impacts including frozen and burst water pipes.
- Isolated and vulnerable populations are at significant risk.

7.7 Tornado

Tornadoes are the most violent of all atmospheric storms, and all of Illinois is susceptible to them, including Cook County. The tornado season runs March through August, although a tornado can occur in the state at any time. Many tornadoes have struck Cook County, including several within the Chicago city limits. The F4-rated Oak Lawn tornado in April 1967 was one of the deadliest tornadoes in the planning area, with 33 fatalities. The only F5 tornado to ever strike the Chicago area was on August 28, 1990, which occurred in nearby Will and Kendall Counties. In total, 29 direct deaths, 350 injuries, and 250 million in property damage was recorded.

Between 01/01/2014 and 12/31/2023 Cook County recorded 16 tornadic events over 3,652 days.

Tornadoes can cause fatalities and devastate a neighborhood in seconds. Winds can reach 300 mph, and damage paths can be more than a mile wide and 50 miles long. If a major tornado were to strike within the populated areas of Cook County, the damage could be widespread. Businesses could be forced to close for an extended period or permanently, fatalities could be high, many people could be homeless for an extended period, and routine services such as telephone or power could be disrupted. Buildings can be damaged or destroyed.

The local NWS office issues a tornado watch when tornadoes are possible in an area and a tornado warning when a tornado has been sighted or indicated by weather radar. The current average lead time for tornado warnings is 13 minutes. The National Weather Service has established a goal of 15 minutes in its strategic plan. Occasionally, tornadoes develop so rapidly that little, if any, advance warning is possible.

Important issues associated with tornadoes in the planning area include the following:

- The older building stock in the planning area is built to low code standards or none at all. These structures could be highly vulnerable to tornadoes.
- Redundancy of power supply must be evaluated. The capacity for backup power generation is limited.
- The amount of the tornado zone that contains vacant, developable land is not known and would be valuable information for gauging the future development potential of the tornado zone.
- Declining growth rate makes it difficult for code standards to have impacts on new development. The planning area has insufficient suitable tornado shelters.
- Public awareness of tornado response protocols is a concern, given the area's many visitors.

7.8 Wildfire

Wildfire is an uncontrolled fire that burns in forests, grasslands, and other natural areas. Wildfires can spread quickly, driven by factors like wind and dry conditions, and they often pose significant threats to life, property, and the environment. These fires can be ignited by various sources, including lightning, human activities, and other natural causes. Wildfires can result in widespread devastation and require coordinated efforts for containment, suppression, and recovery.

The National Interagency Fire Center (NIFC) employs several measures and tools to assess the extent and intensity of wildfires. These include the acreage burned, which quantifies the size of the affected area, with larger acreage indicating more extensive wildfires. Fire behavior indicators such as the rate of spread, fireline intensity, and flame length offer insights into the wildfire's intensity, with rapid spread and high-intensity flames signifying a more severe fire.

Although wildfires are not a major risk for Cook County, locations within the Forest Preserves of Cook County may be vulnerable to this hazard. Air quality concerns from wildfires outside of Cook County also pose a risk.

Wildfires can have significant life safety and public health impacts. First, wildfires produce smoke and particulate matter that can degrade air quality over large areas, potentially leading to respiratory issues, exacerbating pre-existing conditions, and causing symptoms such as coughing, shortness of breath, and irritation of the eyes and throat.

8. Planning Area Risk Ranking

Risk rankings were performed by each planning partner to compare the probable impacts of the hazards of concern. For each community, the rankings assessed the probability of each hazard's occurrence as well as its likely impact on people, property, and the economy. The results of the countywide ranking, which were used in establishing mitigation action and priorities, are summarized below.

Hazard Event	Probability	Consequence			Total Risk	
	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	Total Risk Score (Probability x Consequence)
Flood (Urban/Flash Flood)	3	15	12	30	57	79
Severe Winter Weather: Blizzards	3	15	16	24	55	77
Severe Winter Weather: Snow	3	12	16	21	49	70
Severe Weather: High Winds	3	9	16	16	41	60
Flood (Riverine/Creek)	2	15	11	31	57	56
Severe Winter Weather: Ice Storms	2	15	16	25	56	55
Severe Weather: Extreme Heat	2	12	12	30	54	54
Tornado	2	15	6	30	51	51
Severe Winter Weather: Extreme Cold	2	12	12	20	44	45
Drought	2	12	12	18	42	43
Coastal/Shoreline Flooding	2	12	6	23	41	42
Earthquake	2	9	16	16	41	42
Severe Weather: Lightning	3	6	6	14	26	41
Severe Weather: Hail	2	9	11	16	36	38
Severe Weather: Fog	2	9	6	14	29	32
Wildfire	2	6	6	15	27	30

Dam and levee failure	1	15	6	27	48	27
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9. Mitigation Strategies

The heart of the mitigation plan is the mitigation strategy, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The mitigation strategy describes how Cook County and the participating jurisdictions will accomplish the overall purpose, or mission, of the planning process. As part of the update process, mitigation goals and objectives were reevaluated; and mitigation actions/projects were updated/amended, identified, evaluated, and prioritized. Over 1,500 mitigation projects were identified and updated by the County and participating jurisdictions.

10. Plan Maintenance Strategy

The hazard mitigation plan includes a formal process to ensure that the 2024 Cook County MJ-HMP remains an active and relevant document and that the planning partners maintain their eligibility for relevant funding sources. The plan’s format allows sections to be reviewed and updated when new data becomes available, resulting in a plan that will remain current and relevant. The strategy for ongoing maintenance of the plan includes the following components:

Plan Implementation—Plan implementation and evaluation will be a shared responsibility among all planning partners and agencies identified as lead agencies in the mitigation action plans. Cook County EMRS will assume lead responsibility for implementing the plan maintenance strategy.

Steering Committee—It is recommended that a steering committee remain a viable body involved in key elements of the plan maintenance strategy. The steering committee will strive to include representation from the planning partners, as well as other stakeholders in the planning area.

Annual Progress Report—The steering committee will convene to perform annual reviews. EMRS will then prepare a formal annual report on the progress of the plan.

Plan Update—The planning partnership intends to update the hazard mitigation plan on a five-year cycle from the date of initial plan adoption.

Continuing Public Involvement—The public will continue to be apprised of the plan’s progress through the Cook County hazard mitigation website and by copies of annual progress reports provided to the media. EMRS has agreed to maintain the hazard mitigation plan website, and each planning partner has agreed to provide links to the website on their jurisdictional websites.

Incorporation into Other Planning Mechanisms—All municipal planning partners are committed to creating a linkage between the hazard mitigation plan and their comprehensive plans by identifying a mitigation action as such and giving that action a high priority. As information becomes available from other planning mechanisms that can enhance this plan, that information will be incorporated via the update process.

11. Plan Adoption

The 2024 Cook County MJ-HMP was submitted for review and approval to the Illinois Emergency Management Agency and FEMA in June of 2024. The 2024 update of the Cook County Multi-Jurisdictional Hazard Mitigation Plan (CCMJHMP) was approved by IEMA and FEMA in July and has been officially adopted by the Cook County Board of Commissioners. The next step in the process is for all participating jurisdictions to officially adopt the plan through resolution. Every participating jurisdiction must adopt the Cook County Plan through resolution within 1 year to be officially recognized by FEMA as being part of the CCMJHMP.