A. PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
D. MINUTES OF PREVIOUS MEETING
E. AUDIENCE PARTICIPATION
F. REPORTS
   1. Administrator
   2. Department Heads
      a. Public Infrastructure/Code Enforcement Director
      b. Fire Chief
      c. Police Chief
      d. EMA Chief
      e. Community Center Director
      f. Assistant Village Administrator/Human Resources Director
      g. Housing and Community Development Director
   3. Attorney
   4. Treasurer
   5. Trustee/Liaison
   6. Clerk
   7. Mayor’s Report
G. PAYING OF THE BILLS
H. CORRESPONDENCE
I. OLD BUSINESS:

   Floor Covering for Gymnasium floor at the Louis Sherman Community Center (Tabled May 2, 2016)
J. NEW BUSINESS:

**ORDINANCE NO. 1125**

AN ORDINANCE APPROVING AN AMENDMENT TO VARIOUS SECTIONS OF THE COMPREHENSIVE AMENDMENT TO THE ZONING ORDINANCE OF THE VILLAGE OF STEGER, ILLINOIS

**ORDINANCE NO. 1126**

AN ORDINANCE AMENDING CHAPTER 66 OF THE MUNICIPAL CODE OF THE VILLAGE OF STEGER, ILLINOIS, REGARDING SIGNS FOR THE VILLAGE OF STEGER, ILLINOIS

Intergovernmental Agreement by and between the Village of Steger and the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels

A request from Brandi Jean to use Steger Commons Plaza parking lot on September 3, 2016 from 4pm to 10 or 11pm for a "Bike Night/Car Show" with all proceeds benefitting a Military Foundation.

A request from George Vassar of Kenpo Ki Do Karate studio at 16 E. 33rd Place to conduct a bake sale fundraiser in front of the Karate studio from 10am to 4pm June 11th. The proceeds of the bake sale will benefit the Chicago Heights Animal Hospital.

Discussion on and Update of the Lorenzo Garcia Memorial

K. ADJOURNMENT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF STEGER, WILL & COOK
COUNTRIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 2nd day of
April, 2016 in the Municipal Building of the Village of Steger with the Village Clerk
Carmen S. Recupito, Jr. attending and Mayor Peterson presiding.

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

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

None.

MINUTES

Trustee Perchinski made a motion to approve the minutes of the previous Board
Meeting Trustee Buxton seconded the motion. Voice vote was called; all ayes were
recorded. Motion carried.

AUDIENCE PARTICIPATION

None.

REPORTS

Village Administrator Mike Tilton reported the April 29th Planning and Zoning Board
of Appeals hearing has been rescheduled for May 11th at 6pm. The PZBA will review
the Village Sign Ordinance for updating.

Director of Public Infrastructure Dave Toepper reported that demolition of 40 E.
31st Street is almost complete.

Street sweeping will be Thursday, May 5th.

Saturday May 7th from 9am to 1pm will be electronics recycling at the Kmart parking
lot.

Fire Chief Nowell Fillion reported thus far in 2016 the Fire Department has
responded to 454 emergency runs.

The ISO review went very well. The Department will be notified of the rating within six
months. Recommendations will be worked on as well as pre-plans.
Minutes of May 2, 2016 – page 2

The MABAS Chief are working together on the consolidation of the new PSAP center

**Police Chief Boehm** referred to his weekly report. Chief Boehm thanked Chief Johnston and his EMA crew for their assistance at the 5K race on April 30th.

**EMA Chief Tom Johnston** reported in April 7 patrols, 5 emergency callouts, 1 function and 1 training for total of 222 man hours.

Chief Johnston reported that Rich Township EMA sent 6 cars to assist with the 5K race.

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

**Assistant Village Administrator Mary Jo Seehausen** continues to work on the hiring for certain positions within the Village.

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

**Village Attorney Kurt Asprooth** was absent.

**TRUSTEES’ REPORTS**

**Trustee Buxton** Treasurer’s Report is attached.

Mid-Year Department Head Budget review cycle will be Monday June 6th with Trustee Buxton, Mayor Peterson, Administrator Mike Tilton, Assistant Village Administrator Mary Jo Seehausen.

**Trustee Skrezyna** the Building Department/Code Enforcement has written eight 48 hour warnings and a ticket for no re occupancy inspection.

Trustee Skrezyna also reported that Anthony Marino, with a group of volunteers has completed the east softball field. The work was completed at no cost to the village.

**Trustee Lopez** had no report.

**Trustee Sarek** requested a paper copy of the proposed Volunteer Policy.

**Trustee Perchinski** had no report.

**Trustee Joyce** reported work continues on “cleaning up” the website, removing unnecessary information.

Trustee Joyce also explained coupons have been mailed to residents with water bills. The coupons are buy one get one free ticket to Steger Days of Music; one per residence.
Minutes of May 2, 2016– page 3

CLERK’S REPORT had no report.

PRESIDENT PETERSON re-appointed Lou Ann Thurmond to the Police Pension Board. Trustee Perchinski made a motion to concur with the Mayor’s appointment. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Perchinski, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

BILLS

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

CORRESPONDENCE

None

OLD BUSINESS:

Trustee Sarek made a motion to table indefinitely Brites Transportation pricing for screenings. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1124 APPROVING A REAL ESTATE CONTRACT TO PURCHASE REAL PROPERTY BY AND BETWEEN AMERICAN ENTERPRISE BANK, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Perchinski, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve Little League’s parade rescheduled to May 7, 2016 due to rain on April 30th. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

After discussion, Trustee Perchinski made a motion to table discussion on Floor Covering for Gymnasium floor at the Louis Sherman Community Center. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Perchinski made a motion to approve the TIF Agreement Proposed First Amendment to the South Chicago Road TIF District. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Perchinski, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.
Trustee Buxton made a motion to approve the TIF Agreement Village of Steger Business District. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Perchinski, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the request from EMA Chief Tom Johnston to purchase a 2015 Polaris Ranger Crew 570 all-terrain vehicle at a cost of $11,887.00. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Perchinski and Skrezyna. Trustee Buxton voted no. Mayor Peterson voted aye. Motion carried.

Leslie Phemister of the Active Transportation Alliance presented “Complete Streets.”

There being no further business to discuss, Trustee Perchinski made a motion to adjourn. Trustee Sarek seconded the motion. Voice vote; all ayes. Motion carried.

MEETING ADJOURNED AT 7:48pm

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk
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**TOTAL FOR FUND 04 DEPT. 00**  
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9764853246  04-02-33700  MONTHLY CELL SVC  18.94

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**TOTAL FOR FUND 04 DEPT. 02**  
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**TOTAL FOR FUND 04**  
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TOTAL FOR FUND 07  6245.64

WILL COUNTY COLLECTOR  2015 CORRECTED  09-00-29601  REAL ESTATE TAX 1  43.99
TOTAL FOR FUND 09  DEPT. 00  43.99
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CREATIVE PRODUCT SOURCING, INC. DARE  82535  14-00-38710  DARE T SHIRTS & A  1086.48
TOTAL FOR FUND 14  DEPT. 00  1086.48
TOTAL FOR FUND 14  1086.48

ILLINOIS COUNTIES RISK MANAGMENT TRUST  060116  15-00-36100  CASULTY PREMIUM  25329.88
ILLINOIS COUNTIES RISK MANAGMENT TRUST  060116  15-00-36200  WORKERS COMP PREM  20239.50
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TOTAL FOR FUND 17  DEPT. 00  26850.00

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02 FIRE PROTECTION  6761.19
03 PLAYGROUND/RECREATION  3509.51
04 POLICE PROTECTION  25904.10
06 WATER/SEWER FUND  40365.08
07 ROAD & BRIDGE  6245.64
09 ESCROW  43.99
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March 22, 2016

Dear Dave

Per your request, our quotation follows for a GymGuard gym floor cover according to your dimensions of 80' x 95'.

This quote accounts for an overlap of 6"-12" for each section. Our covers are made in 10' wide sections for easy handling. I would be happy to send samples of the fabrics and help you decide which weight is most suitable for your needs.

**Quantity:** 9 sections of 10' x 95'
= 8,550 Total Sq. Ft.

**Cover Pricing:**
- 32oz. GymGuard Standard or Plus (17 yr warranty) @ $0.95/sq ft = $8,122.50
- 27oz. GymGuard Standard or Plus (15 yr warranty) @ $0.89/sq ft = $7,609.50
- 22oz. GymGuard (10 yr warranty) @ $0.73/sq ft = $6,241.50
- 18oz. GymGuard (8 yr warranty) @ $0.60/sq ft = $5,130.00

**Optional Extras:**
- Quantity of 1- 10 Roller Mobile Storage Rack $1,974.00
- Quantity of 1- Case of GymGuard Tape $6.35/roll
- Quantity of 1- Hand Held Tape Dispenser $26.00
- Quantity of 1- Walk Behind Tape Dispenser $239.00 (free with 2 cases of tape)
- Quantity of 1- Cleaning Brush Assembly $450.00
- Quantity of 1- Electric Power Winder $634.00
- Quantity of 1- Storage Rack Cover $196.00
- TuffPrint™ Lettering/Logo Optional on Rack Cover
  - White=$229.00
  - Non-white/multi-color = $249.00

CoverSports will pay the freight charges to your facility on all orders that exceed $8,000.00. We can ship within 2 weeks after receipt of your order or per your requirements. Please let us know beforehand if you have any special requirements in terms of unloading the shipment. The storage racks (assembly required) are packed in crates and weigh between 600 and 800 pounds. The dimensions of the crate are 14"H x 42"W x 13'6"L.
GymGuard covers are folded and palletized and typically weigh between 600 and 1,000 pounds per pallet. The customer will be responsible for request for inside delivery. Call for a quote if these services are needed. Please be advised that if storage racks are ordered, these are too large to fit on to a lift gate and cannot be delivered inside by the driver. Call for advice as to how to unload them from the truck if you don’t have a loading dock.

Please send me your mailing address and I will forward a catalog with floor cover samples and other products that may be of interest to you: gym wall pads and mats. Thanks again for contacting Humphrys-CoverSports!

Michael Rosenzweig
Humphrys-CoverSports – 135 years of customer satisfaction
800-445-6680 (phone)
215-724-8706 (fax)
www.coversports.com
# Quotation

**Covermaster, Inc.**

100 Westmore Dr., 11D, Rexdale, ON M9V 5C3  
TOLL FREE: 1-800-387-5808  
TEL: +1-416-745-1811  
FAX: +1-416-742-6837  
WEB: www.covermaster.com  
EMAIL: info@covermaster.com

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### Bill To

Village of Steger  
3501 Hopkins Avenue  
Steger IL 60475

### Ship To

Village of Steger  
3501 Hopkins Avenue  
Steger IL 60475

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The above pricing DOES NOT include shipping and handling charges. Please contact us for details on these charges. Your order will be delivered via TRANSPORT TRUCK. If you DO NOT have a loading dock, please contact us for special delivery requirements and charges.

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8 Sections each 10' x 95', installed with a 3-4" overlap will cover a 78' x 95' floor. The Covermaster system is shipped knocked down and off-loading and assembly is required. Please contact us for more details.

---

*If not shown above, any applicable taxes are extra and payable by the purchaser. Warranty Details and Terms & Conditions are available at www.covermaster.com. Errors & Omissions Excepted.*
Quote

Thank you for choosing Gopher®!
Every quality product on this quote is backed by our Unconditional 100% Satisfaction Guarantee.

Quote Number: 337076
Quote Date: 16-MAR-16
Expire Date: 14-JUN-16

Sales Representative: Josh Schultz
JoshSchultz@GopherSport.com
Tel: 855.500.2752
Fax: 507.446.2278

Account Number: 1145171
Contact Name: Dave Toepper
Email Address: dtoepper@villageofsteger.org

Shipping Address: Village of Steger
3501 Hopkins
STEGER, IL 60475

Billing Address: Village of Steger
3501 Hopkins
STEGER, IL 60475

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Sub Total: $2,369.95
* Estimated Tax Total: $0.00
Shipping, Handling & Processing: $237.00
Total: $2,606.95

* Tax Total is an estimate. Complete amount due for this purchase would be reflected on your invoice.

The quantity available shown is as of the time this quote was prepared. Inventory levels change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Thank you for choosing Gopher®!

If you have any questions about your quote or would like to place an order, please contact me at JoshSchultz@GopherSport.com or by phone at 855.500.2752.

Unconditional 100% Satisfaction Guarantee

If you are not satisfied with any Gopher® purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price.
No restocking fees. No hassles. No kidding.
ORDINANCE NO. 1125

STATE OF ILLINOIS
COUNTIES OF COOK AND WILL

AN ORDINANCE APPROVING AN AMENDMENT TO VARIOUS SECTIONS OF THE COMPREHENSIVE AMENDMENT TO THE ZONING ORDINANCE OF THE VILLAGE OF STEGER, ILLINOIS

WHEREAS, various sections of the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois (the "Zoning Code") contain regulations regarding the construction, maintenance and placement of signs (the "Existing Regulations") within the Village of Steger, Illinois (the "Village"); and

WHEREAS, the Chairman (the "Chairman") of the Combined Planning and Zoning Board of Appeals of the Village (the "PZBA") submitted a petition to the PZBA seeking to amend the Existing Regulations as set forth herein in order to clarify the same (collectively, the "Amendment"); and

WHEREAS, the PZBA held a hearing, pursuant to proper notice, on the proposed Amendment; and

WHEREAS, based on the testimony given at said public hearing, the PZBA made certain findings of fact and conclusions with respect to the Amendment and made a recommendation to the Village's Board of Trustees (the "Board") that the Amendment be approved (collectively, the "Recommendation"); and

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

WHEREAS, the Amendment would clarify, modernize and unify the Village's Existing Regulations regarding signs; and

WHEREAS, in light of the above, the Amendment is in furtherance of the public health, safety and welfare;

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

Section 1. Recitals. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Approval Of Text Amendment. The Findings and Recommendation of the PZBA are hereby adopted and, in accordance with said Findings and Recommendation, the Village Board hereby approves the Amendment, as described below.
Section 3. Amendment To Section 2 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 2 of the Zoning Code as follows:

SECTION 2 – DEFINITIONS

ACCESSORY BUILDING OR USE. A subordinate building or use which is located on the same lot on which the principal building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulation.

...f. Signs, as permitted and regulated in each district incorporated herein [RESERVED];

...BILLBOARD. Any structure or portion thereof upon which are signs or advertisements used as an outdoor display. This definition does not include any bulletin boards used to announce church services or to display official court notices, or signs advertising the sale or lease of the premises on which the sign is located.

...SIGN, OUTDOOR ADVERTISING. A sign of any material and character whatsoever which is for outdoor advertising purposes, placed on the ground or on any natural or manmade object. The term "placed" as used in this definition of "outdoor advertising sign" shall include erecting, constructing, painting, printing and affixing or making visible in any manner whatsoever.

Section 4. Amendment To Section 5.3-2 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 5.3-2 of the Zoning Code as follows:

5.3-2 All nonconforming signs, billboards and outdoor advertising structures shall be removed after five (5) years. [RESERVED].
Section 5. Amendment To Section 6.1-1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.1-1 of the Zoning Code as follows:

6.1-1 Permitted Uses.

... 

10. Signs, subject to the provisions of subsection 6.16.[RESERVED].

Section 6. Amendment To Section 6.1-8 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by deleting Section 6.1-8 of the Zoning Code in its entirety and replacing the same as follows:

6.1-8 [RESERVED].

Section 7. Amendment To Section 6.1-9.1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.1-9.1 of the Zoning Code as follows:

6.1-9.1 All uses not expressly authorized in Sections 6.11, 6.12 and 6.13 are expressly prohibited.

The following as well as uses similar to the following illustrates prohibited uses:

... 

14. Signs and billboards, except accessory signs. [RESERVED].

Section 8. Amendment To Section 6.2-1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.2-1 of the Zoning Code as follows:

6.2-1 Permitted Uses.

...

10. Signs, subject to the provisions of subsection 6.16. [RESERVED].

Section 9. Amendment To Section 6.2-8 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by deleting Section 6.2-8 of the Zoning Code in its entirety and replacing the same as follows:
6.2-8  [RESERVED].

Section 10. Amendment To Section 6.2-9.1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.2-9.1 of the Zoning Code as follows:

6.2-9.1 All uses not expressly authorized in Sections 6.21, 6.22 and 6.23 are expressly prohibited.

The following as well as uses similar to the following illustrate prohibited uses:

...  14. Signs and billboards, except accessory signs. [RESERVED].

Section 11. Amendment To Section 6.3-1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.3-1 of the Zoning Code as follows:

6.3-1 Permitted Uses. The following uses are permitted:

...  Signs, subject to the provisions of subsection 6.36.

Section 12. Amendment To Section 6.3-7 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by deleting Section 6.3-7 of the Zoning Code in its entirety and replacing the same as follows:

6.3-7  [RESERVED].

Section 13. Amendment To Section 6.4-7 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.4-7 of the Zoning Code as follows:

6.4-7  Signs. The same regulations shall apply as permitted or required R1 One Family Dwelling District. [RESERVED].

Section 14. Amendment To Section 6.5-6.4 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 6.5-6.4 of the Zoning Code as follows:
6.5-6.4 Signs. The regulations governing signs in the R1 One-Family Dwelling District shall apply in the R3 General Residence District. [RESERVED].

Section 15. Amendment To Section 7.1-2 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 7.1-2 of the Zoning Code as follows:

7.1-2 Conditions of Use. All uses permitted in this district, except residential district uses, shall be retail establishments dealing directly with consumers and shall be subject to the following conditions:

... 

f—Any exterior sign displayed shall pertain only to a use conducted within the building.

Section 16. Amendment To Section 7.1-5 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by deleting Section 7.1-5 of the Zoning Code in its entirety and replacing the same as follows:

7.1-5 [RESERVED].

Section 17. Amendment To Section 7.2-5 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 7.2-5 of the Zoning Code as follows:

7.2-5 Signs. All sign regulations shall be the same as required and apply in the B-1 Business District. [RESERVED].

Section 18. Amendment To Section 7.3-5 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 7.3-5 of the Zoning Code as follows:

7.3-5 Signs. The same regulations shall apply as in the B-1 Business district. [RESERVED].

Section 19. Amendment To Section 8.1-1 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 8.1-1 of the Zoning Code as follows:
8.1-1 Permitted Uses.

... Signs as defined and regulated herein.

Section 20. Amendment To Section 9.3-7.5 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by amending Section 9.3-7.5 of the Zoning Code as follows:

9.3-7.5 Signs. Accessory signs are permitted to parking areas. [RESERVED]

Section 21. Adoption Of Section 11 of the Zoning Code. That the Zoning Code is hereby amended, notwithstanding any provision, ordinance, resolution or Zoning Code section to the contrary, by adopting Section 11 of the Zoning Code as follows:

SECTION 11 - SIGNS

11.1 PURPOSE.

The purpose of this section is to provide for a comprehensive and balanced system of sign regulations to provide for communication in a manner that is aesthetically consistent with the residential planned community of the village.

11.2 DEFINITIONS.

(a) Signs. Any structure, device, or any part thereof, which shall be used to identify, advertise, or attract attention to any product, place, activity, person, institution, organization, firm, group, commodity, profession, enterprise, industry or business and which shall display or include any letter, word, model, number, banner, flags, pennant, insignia, device or representation used as an announcement, direction, or advertisement, and which is intended to be seen by persons in the public right-of-way:

(1) Sign, business. A "business sign" is a sign which directs attention to a business, commodity, service, activity, idea, slogan or entertainment conducted, sold, offered or available upon the premises where such sign is located or to which it is affixed.

(2) Sign, billboard. See section 11.10.

(3) Sign, ground. A "ground sign" is a sign mounted on free-standing pylons, pipes, piers, posts, or other self-supporting structures not attached to the building with not less than two feet of clear space between the bottom of the face of the sign and the grade beneath the sign face and the top of such sign not to exceed eight feet.

(4) Sign, identification or nameplate. An "identification sign" or "nameplate" is a sign that identifies the name and address of residential, office, or other
commercial or industrial premises, buildings or structures, or the name of an occupant thereof.

(5) Sign, pole. A "pole sign" is a business sign having a supporting structure with a size less than 25 percent (25%) of the total width of the sign with more than ten feet of clear space between the bottom of the face of the sign and the grade beneath the sign face.

(6) Sign, residential development. A "residential development sign" is a sign placed at the major entrance to a subdivision or planned unit development identifying that subdivision or planned unit development.

(7) Sign, temporary. A "temporary sign" is a sign designed and constructed to be used on a temporary basis.

(8) Sign, wall. A "wall sign" is a business sign attached directly to a building wall which does not extend more than twelve inches therefrom, nor extend above the roof line or building edge. Such sign shall not be painted directly on the surface of the walls or roof of a building.

(9) Sign, window. A "window sign" is a temporary or permanent sign visible to persons in the public right-of-way and which is placed within a window, or on the inside of a building or within one foot of a window. A "window sign" shall not include a sign that is painted on to a window.

(10) Sign, vehicle. A "vehicle sign" is any vehicle or trailer designed specifically for advertising and no other purpose and not used in the normal operation of the business (i.e.; deliveries, errands, etc.).

(11) Sign, foot path. A "foot path sign" is a temporary sign which is visible to persons in the public right-of-way and which is only displayed during business hours. The sign may be no larger than nine square feet and may not obstruct the walkways.

(12) Sign, changeable. A sign whose information and contents can be changed by manual, electrical, or electro-mechanical means. Several types of changeable signs exist:

a. Manually activated. Signs whose information, graphic, and/or symbolic content can be altered by manual means.

b. Electrically Activated Message Board Signs. Signs whose informational, graphics, and/or symbolic content can be altered on a fixed display surface comprised of electrically illuminated or mechanically changeable segments.

(b) Shopping center, shopping mall, shopping plaza. Any concentration of three or more retail stores or service establishments situated on property or adjacent to common areas under one ownership or management with a
minimum gross leasable area of 7,000 square feet planned to serve a community or neighborhood.

(c) Automobile service station. Any building or premises used for the dispensing, sale, or offering for sale at retail to the public, automobile fuels; lubricating oil or grease for the operation of automobiles; and the sale and installation of tires, batteries, other minor accessories, and minor auto repairs, but not including engine rebuilding or major reconditioning of worn or damaged motor vehicles, or trailers; overall body painting of vehicles, collision service including body frame straightening, automobile wrecking, automobile sales, or automobile laundries; provided, however, that the washing of individual automobiles where no chain conveyor is employed shall be included. "Automobile service station" shall not include premises used for the sale or storage of trucks, automobiles or other vehicles.

(d) Sign, gross area of. The "gross area" of a sign shall be the total area of the sign used for display purposes. It shall not include any structural elements outside the limits of such display and not forming an integral part of the display. Visible faces of double-faced signs shall be treated as if it were a single-faced sign with only the area of the largest single-faced sign visible at any one time being computed to determine sign area.

(e) Sign face. The "sign face" of a sign is the surface of a sign or sign board upon, against, or through which a message is displayed. A double-faced sign shall count as a single sign. Signs enumerated in section 11.5 shall not be counted in calculating the total number of signs.

11.3 GENERAL PROVISIONS.

(a) Safety and maintenance. Every sign and all parts thereof, including framework, supports, backgrounds, anchors, and wiring system shall be constructed and maintained in compliance with building, electrical and fire protection codes of the village. All signs and all parts thereof shall be kept in good state of repair and maintenance.

(b) Obscenity prohibited. It shall be unlawful for any person to display upon any sign or other advertising structure any matter in writing or in picture which, considered as a whole, predominantly appeals to prurient interest that is, a shameful or morbid interest in nudity, sex or excretion, and goes substantially beyond customary limits of candor in description or representation of such matters.

(c) Illumination of signs. The illumination of all signs shall be diffused or indirect and shall be so arranged that there will be no direct rays reflecting into the public way or any lot on the perimeter of the premises on which the signs are located. Exposed light bulbs and exposed luminous tubes are expressly prohibited.
(d) Wind signs. No banners, pennants, streamers, strings of lights nor any sign which is designed to be moved by the wind, shall be permitted, except as provided in subsection 11.4(3), 11.5(a)(1)(c) and 11.6(a)(4).

(e) Flashing or moving signs. Mechanically or electrically activated signs which either blink, flash, rotate, or otherwise move or change in light intensity, brightness, or color, animated signs, signs with moving lights, or signs creating the illusion of movements shall not be permitted, whether located within or without a building if plainly visible from the outside. Electrically Activated Message Board Signs which comply with the requirements of this Section shall not be considered prohibited flashing or moving signs.

(f) Electrically Activated Message Board Signs. Electrically Activated Message Board Signs may only be permitted where specifically authorized by this Section. Electrically Activated Message Board Signs must comply with the following provisions:

1. Must be located a minimum of one hundred (100) feet from residential uses.

2. The Electrically Activated Message Board portion of the sign shall not exceed fifty (50%) of the permitted sign surface area on each side.

3. Each electronic message or image shall be displayed for a minimum time period of ten (10) seconds before changing. Changes in the message or image shall be constant in intensity and color and shall not consist of flashing, animated, chasing, or scintillating lights.

4. Electrically Activated Message Board Signs must otherwise comply with all applicable requirements of this Section.

(g) Traffic safety. No sign structure as regulated by this article shall be erected or placed at the intersection of any street in such a manner as to obstruct free and clear vision, or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device, or which makes use of the words "Stop" or "Danger" or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse vehicular traffic.

(h) Signs accessory to church, schools or non-profit institutions. Such signs shall not exceed 30 square feet in gross area.

(i) Placement of signs on lots and buildings.

1. No sign shall be placed closer than five feet to any lot line.
(2) A sign erected by a governmental body bearing no commercial advertising, may be located closer than five feet to any lot line, if it does not obstruct the view of traffic.

(3) Within that part of the yard or open area of a corner lot included within a triangular area of forty feet from the point of intersection of two street right-of-way lines forming such corner lot, no sign shall be constructed having a height of more than twenty-four inches above the ground grade, except for pole signs permitted under subsection 11.5 and 11.6 which shall have a minimum heights of ten feet.

(4) Signs may not be painted directly on the surface of the walls, windows, or roof of a building.

(5) It shall be unlawful to post, place or attach any sign to trees, telephone poles, public benches, streetlights, or other public property or public right of ways unless permission to do so has been granted by the board of trustees.

(i) Limit on sign area. Except as otherwise provided or restricted by this ordinance, each premise shall be allowed signage with a total gross area equal to two square feet for each lineal foot of building frontage; provided that the premise having frontage on more than one dedicated street will be allowed equal to two square feet for each lineal foot of building frontage on each street; provided that the sign facing each street must be in proportion to the frontage on the street. No individual sign may exceed thirty feet in length and 300 square feet in area.

(k) Nonconforming signs.

(1) All permanent signs which are in existence at the time of passage of this section, but which do not conform to one or more provisions of this section, shall be deemed to be a legal nonconforming use and may be continued only as provided in this section.

(2) Any person or entity starting to erect a sign prior to the effective date of the ordinance from which this section derives may nonetheless complete the construction, provided construction of the sign is diligently prosecuted to completion. Any sign for which a permit has been lawfully granted prior to the effective date of any subsequent amendment of this section and which does not comply with the provisions of such amendment may be completed provided that construction of the sign is started within ninety days after passage of such amendment and is diligently prosecuted to completion.

(3) Whenever a nonconforming use of a sign has been discontinued for a period of thirty days or whenever there is evidence of a clear intention on the part of the owner to abandon a nonconforming use, such use shall not, after being discontinued or abandoned, be re-established and the use of
the sign thereafter shall be in conformity with the regulations of this section.

(4) Normal maintenance of a nonconforming sign is permitted and required, including necessary repairs and incidental alterations but in no event shall such repairs or alterations extend or intensify the nonconforming use.

(5) No structural alteration, enlargement or extension shall be made in a nonconforming sign, except in the following situations:

a. When the alteration is required by law.

b. When the alteration will actually result in eliminating the nonconforming use.

(6) If a nonconforming sign is damaged by any means to the extent of fifty percent or more of its replacement value at that time, based upon prevailing cost, the sign can be rebuilt or used thereafter only for a conforming use and in compliance with the provisions of this section. In the event damage or destruction is less than fifty percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition and the use may be continued which existed at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this section. In either event, restoration or repair of the sign or sign structure must be completed within a period of ninety days from the date the sign was damaged.

(1) Sign standards.

(1) Scope. The use of all signs and portions of signs erected, altered with respect to height and area, added to, or relocated in the village shall be in conformity with these provisions. Any existing sign not in conformity with the regulations herein prescribed shall be regarded as nonconforming.

(2) Interpretations.

a. In interpretation and application, these provisions shall be held to be an expression of the maximum allowable number and size of signs which bring about the least potential conflict with surrounding uses and which promote and improve physical appearance within the village.

b. Where the conditions imposed by any provision regulating signs are either more restrictive or less restrictive than comparable conditions imposed by any other provisions of this section, the regulations which are more restrictive or which impose higher standards or requirements shall govern.

c. These provisions are not intended to abrogate any easement, covenant, or any other private agreements, provided that where the
regulations are more restrictive or impose higher standards or requirements than such easements, covenants, or other private agreements, the requirements of this section shall govern.

d. When a sign type is not specifically listed in the subsections devoted to permitted signs, it shall be assumed that such uses are hereby expressly prohibited.

(3) The village may order the removal of any sign that is not maintained in accordance with the provisions of this section.

(4) All signs for which a permit is required, together with all their supports, braces, guys, and anchors shall be kept in repair in accordance with the provisions of this section; and when not galvanized or constructed of approved corrosion-resistant noncombustible materials shall be painted when necessary to prevent corrosion.

(5) It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean, sanitary and healthful condition.

(6) Every sign shall be subject to the inspection and approval of the village on a yearly basis.

(7) All signs for which a permit is required shall be designed and constructed in conformity with the provisions for materials, loads and stresses and the other applicable requirements of the most recent addition of the BOCA Basic Building Code and National Electric Code adopted by the village. Such requirements and provisions are hereby incorporated by reference.

(m) Sign removal. Any and/or all signage advertising a business no longer located on the premises must be removed within thirty days after the business closes. In cases where electrical signs are present, the changeable panels must be turned around so the blank side shows or a blank panel must be inserted. Final responsibility for removal of signage falls to the property owner.

11.4. SIGNS PERMITTED IN RESIDENTIAL ZONES.

(a) The following signs are permitted in R-1A residential zones:

(1) Nameplates and identification signs.

(a) Residential nameplates and identification signs. Such signs with a gross area not to exceed one square foot in area, shall only indicate the name and address of building or the name of an occupant or permitted occupation thereof, and shall be affixed against the door or on a wall adjacent thereto. Only one nameplate per dwelling unit indicating the
name or address of the occupant is permitted, except that houses on corner lots may affix two nameplates, limited to the same size and information as described above, one facing each street.

(b) Non-residential nameplates and identification signs. A single identification sign, not exceeding nine square feet in area and indicating only the name and address of the building may be displayed for non-residential buildings. On a corner zoning lot, two such signs, one facing each street, shall be permitted. However, no non-residential sign shall be allowed without written authorization of the Zoning Administrator.

(c) Projection. No sign authorized by this subsection shall project beyond the property line into the public way.

(d) Height. No sign authorized by this subsection shall project higher than one story or fourteen feet above curb level, whichever is lower.

(e) All signs authorized under this subsection shall be non-illuminated and non-flashing.

(2) Signs erected by governmental body. Signs erected by a governmental body or under the direction of such a body, and bearing no commercial advertising, such as traffic signs, railroad crossing signs, safety signs, signs identifying public schools and playgrounds, and governmental signs conveying general information shall be permitted. Signs authorized under this subsection may be Electronically Activated Message Board Signs.

(3) Flags. The flag, pennant, or insignia of any governmental, religious, charitable, or fraternal organization shall be permitted.

(4) Permanent residential development signs. Permanent residential development signs shall be permitted at major entrances to a residential subdivision or planned unit development designed to identify the residential division or planned unit development and containing no commercial advertising, constructed of material which is the same or of a more permanent nature than the material used in the development shall be permitted, subject to the provisions of section 11-7.

(5) Sale or rent signs. Signs advertising the sale or rental of the premises on which they are maintained shall be permitted. Such signs shall not exceed five square feet in gross area and no more than one sign may be on a lot, with the exception of corner lots which may have no more than two signs, one facing each street. The sign(s) must be removed within five days after closing of the sale or rental of the property advertised in the sign. Notification of the closing must be given to the village within three business days after the closing of the sale.

(a) Projection. No sign authorized by this subsection shall project beyond the property line into the public way.
(b) Height. No sign authorized by this subsection shall project higher than one story or fourteen feet above curb level, whichever is lower.

(c) All signs authorized under this subsection shall be non-illuminated and non-flashing.

(6) No trespassing signs. No trespassing signs or other such signs regulating the use of a property, having a gross area no larger than three square feet, shall be permitted.

(7) Signs accessory to parking area.

(a) Area and number. Signs designating parking area entrances and/or exists are limited to one sign for each such exit to entrance and to a maximum size of two square feet each. One sign per parking area, designating the conditions of use or identity of such parking area and limited to a maximum size of nine square feet, shall be permitted. On a corner zoning lot two (2) such signs, one facing each street, shall be permitted.

(b) Projection. No sign authorized by this subsection shall project beyond the property line into the public way.

(c) Height. No sign authorized by this subsection shall project higher than seven feet above the curb level.

(d) All signs authorized under this subsection shall be non-illuminated and non-flashing.

(8) Church bulletins.

(1) Area and number. There shall be not more than one sign per zoning lot, except that on a corner lot two signs, one facing each street, shall be permitted. No sign shall exceed sixteen square feet in area nor be closer than eight feet to any other zoning lot.

(2) Projection. No sign authorized by this subsection shall project beyond the property line into the public way.

(3) Height. No sign authorized by this subsection shall project higher than one story, or fourteen (14) feet above curb level, whichever is lower.

(4) Signs authorized by this subsection may be illuminated. However, Electrically Activated Message Board Signs shall not be permitted under this subsection.

(b) All signs permitted in R-1A residential zones shall be permitted in R-1B residential zones.
(c) All signs permitted in R-1A residential zones shall be permitted in R-1 residential zones.

(d) All signs permitted in R-1A residential zones shall be permitted in R-2 residential zones.

(e) All signs permitted in R-1A residential zones shall be permitted in R-3 residential zones.

11.5 SIGNS PERMITTED IN BUSINESS ZONES.

(a) The following signs shall be permitted in B-1 business zones:

(1) All permanent signs permitted in the residential zones shall be permitted.

(2) Signs regulating on-premises traffic and parking, and signs denoting sections of a building such as lavatory facilities and public telephone areas, when less than six square feet in gross area and bearing no commercial advertising shall be permitted.

(3) Memorial signs, flags, or tablets and signs denoting the date of erection of buildings, having a gross area no larger than five square feet shall be permitted.

(4) Automobile station. In addition to the signs allowed herein, an automobile service station shall be permitted one pole sign, illuminated or non-illuminated, for the purpose of advertising merchandise or services available at the business site. An automobile service station pole sign may be an Electrically Activated Message Board Sign. The pole sign may accommodate two signs — a principal and an accessory sign — which shall conform to the following regulations:

(a) The overall height of pole and sign shall not exceed thirty feet.

(b) The principal sign shall not exceed seventy-five square feet in gross area.

(c) The accessory sign shall not exceed forty square feet in gross area nor shall the maximum horizontal projection from the pedestal, of the sign or its support, exceed four feet.

(d) A revolving principal sign is permitted on corner lots providing that the rotation is no greater than six revolutions per minute.

(5) Signs relating to the business conducted on the premises. Signs relating only to the name and use of buildings or premises upon which they are placed shall be permitted. Such signs are limited to one sign per building entrance and shall not exceed 200 square inches in gross area. Signs authorized under this subsection may be Electronically
Activated Message Board Signs. Advertising signs and outdoor billboards advertising products or matters not related to the occupancy and use of the premises shall be prohibited.

(a) Projection. Signs attached to a building or buildings shall not project more than eighteen inches from the wall upon which they are attached. Signs must be attached to parapet walls or other wall surfaces made a part of the main structure. Signs erected on a separate superstructure attached to the roof of the building or to any other part of the building above the roof line shall not be permitted. No sign shall project higher than four feet above the parapet line or the roof line, whichever is higher.

(b) Surface Area. The gross surface area of all business signs on a zoning lot shall not exceed in square feet of area two times the lineal frontage as such zoning lot. Each side of a building which abuts upon more than one street shall be considered as a separate frontage.

(b) Shopping Centers.

(1) Pole signs in shopping centers providing that each shopping center or each premise shall have no more than one such sign per dedicated street frontage, that no such sign is located less than ten feet from any street right-of-way line, that the gross area of such signs be limited to one square foot per lineal foot of building front on each side. No individual sign shall exceed twenty feet in length and 250 square feet in gross area on each side, and provided that the advertising displayed thereon shall be limited to business, merchandise, and services found within the respective shopping center and industrial zones. No pole sign or any part thereof, including braces, supports or lights, shall exceed a height of thirty feet. Height shall be measured from the lowest graded area within a twenty-five feet radius of the pole to the highest part of the sign. Pole signs authorized under this subsection may be Electrically Activated Message Board Signs.

(2) For integrated shopping centers in single ownership and management, or under unified control, one additional sign may be erected not exceeding 100 square feet in area advertising only the name and the location of the integrated shopping center. Such sign shall be placed so as to be entirely within the property lines of the premises upon which the sign is located and bottom edge of such sign shall be at least eight feet above the level of the ground and the overall height shall not exceed twenty feet above curb level, or above the adjoining ground level if such ground level is above the street level.

(c) Canopy signs. Signs attached to, or hung from, a marquee or canopy shall be completely within the borderline of the outer edge of the marquee or canopy, and shall be in no instance lower than eight feet above the ground or surface over which the marquee or canopy is constructed.
(d) Signs, clocks or other advertising devices erected upon standards or separate supports shall be placed so as to be entirely with the property lines of the premises upon which it is located, and no part of the sign or standard shall have a total height greater than twenty feet above the level of the street upon which the sign faces, or have the adjoining ground level if such ground level is above the street level, nor shall the surface of any such sign exceed an area of 100 square feet.

(e) Traffic and directional signs. Traffic or directional signs designating entrances, exits and conditions of use of parking facilities accessory to the main use of the premises may be maintained provided they are located within the property lines of the subject lot.

11.6 SIGNS PERMITTED IN MANUFACTURING ZONES.

The following signs are permitted in all manufacturing zones:

(a) All permanent signs permitted in the residential zones.

(b) No trespassing signs or other such signs regulating the use of a property, having a gross area no larger than three square feet.

(c) Signs regulating on-premises traffic and parking, and signs denoting sections of a building such as lavatory facilities and public telephone areas, when less than six square feet in gross area and bearing no commercial advertising.

(d) Memorial signs, flags, or tablets and signs denoting the date of erection of buildings, having a gross area no larger than five square feet.

(e) Pole signs in shopping centers and industrial zones providing that each shopping center or each premise in an industrial zone shall have no more than one such sign per dedicated street frontage, that no such sign is located less than ten feet from any street right-of-way line, that the gross area of such signs be limited to one square foot per lineal foot of building front on each side. No individual sign shall exceed twenty feet in length and 250 square feet in gross area on each side, and provided that the advertising displayed thereon shall be limited to business, merchandise, and services found within the respective shopping center and industrial zones. No pole sign or any part thereof, including braces, supports or lights, shall exceed a height of thirty feet. Height shall be measured from the lowest graded area within a twenty-five feet radius of the pole to the highest part of the sign. Signs authorized under this subsection may be Electronically Activated Message Board Signs.
(f) Identification signs provided that such signs are limited to one sign per
building entrance and do not exceed 200 square inches in gross area.

(g) In addition to the signs allowed herein, an automobile service station
shall be permitted one pole sign, illuminated or non-illuminated, for the
purpose of advertising merchandise or services available at the business
site. An automobile service station pole sign may be an Electrically
Activated Message Board Sign. The pole sign may accommodate two
signs — a principal and an accessory sign — which shall conform to the
following regulations:

(1) The overall height of pole and sign shall not exceed thirty feet.

(2) The principal sign shall not exceed seventy-five square feet in gross
area.

(3) The accessory sign shall not exceed forty square feet in gross area
nor shall the maximum horizontal projection from the pedestal, of the
sign or its support, exceed four feet.

(4) A revolving principal sign is permitted on corner lots providing that
the rotation is no greater than six revolutions per minute.

11.7 TEMPORARY SIGNS

(a) A permit may be issued for one temporary sign no larger than fifty (50)
square feet in area (such as a temporary ground sign, a banner or
pennant, or a trailer-type sign) used to notify the public of special sales,
special events or current prices which may be displayed for a period of
fifteen (15) consecutive days. Temporary signs must be erected within
fifteen days of obtaining the permit or the permit will be revoked.

(b) A permit may be issued for a temporary on-site advertising display
consisting of pennants, banners, special lighting, A-frame signs, foot path
signs, sandwich-type signs, balloons or other air or gas filled figures, and
other types of novelty signage, alone or in combination. Any or all types of
such special temporary signage shall be permitted for a business in a
commercial or industrial district for a period of not more than fifteen (15)
days. At no other time shall such displays be permitted.

(c) A temporary sign shall be in addition to and shall not be counted in
computing the number of permanent signs otherwise allowed under the
provisions of this section.

(d) Temporary signs shall be constructed in a safe manner, as determined
and approved by the village, and shall be consistent with the provisions
of this section and with any other village ordinances or resolutions
concerning community health, safety and welfare.
(e) Temporary window signs of paper or similar material, used to notify the public of special sales, special events or current prices, shall be allowed without permit in business zones, provided that such signs do not take up more than fifty percent of the total window area of the building from which such signs are displayed. Such signs will not be counted when calculating the number of signs or allowed square footage on a given premises.

(f) Residential developments under construction containing two or more principal buildings shall be allowed not more than two off-site residential developments signs within the village to call attention and give directions to the development; which shall be issued subject to the provisions this subsection. Each such sign provided for in this section shall not exceed thirty-two square feet in gross area and shall not have a total height of more than ten feet. Each such sign shall be considered a temporary sign and a permit for each sign may be issued for a period of six months, renewable upon a written request to the building department until the completion of the project and issuance of the final certificate of occupancy. Such signs may also be located in any business or industrial district, provided that no such sign shall be closer to an existing residence than 100 feet. Location and construction shall be approved at the time of the application and approval of each such sign.

(g) Signs advertising the sale of the premises on which they are maintained shall be permitted. Such signs shall not exceed fifteen square feet in gross area and no more than one sign may be on a lot with the exception of corner lots which may have no more than two signs, one facing each street. The sign(s) must be removed within five days after the closing of the sale of the property advertised the sign. Notification of the closing must be given to the village within three business days after the closing of the sale.

11.8 PERMITS.

(a) It shall be unlawful for any person, firm or corporation to paint, erect, construct, alter, relocate, expand or change the face of any sign within the village for which a permit is required unless a permit therefore has been issued by the village provided that such a permit shall not be required for ordinary repairs and repainting of existing signs.

(b) Signs for which permits are required:

(1) Permanent business or manufacturing zone signs, including without limitation pole signs, ground signs, wall signs, window signs, illuminated signs and residential development signs.

(2) Permanent information and identification signs, as permitted under this section, except that no permit shall be required for nameplates.

(3) Temporary signs, for which permits are required.
(c) Application for sign permit. Applications for sign permits shall be made upon forms provided by the village and contain or have attached thereto the following information:

(1) Name, address and telephone number of the applicant.

(2) Evidence of written consent of the owner of the building, structure, or land to which or on which the sign is to be erected.

(3) Location of building, structure or lot to which or upon which the sign or device is to be attached or erected.

(4) Indicate location of sign in feet on a drawing in relation to nearby building, structures and all sides of lot lines.

(5) Applicant shall provide to the village two blueprints or drawings of the plans or specifications and method of construction and attachment to the building or in the ground.

(6) When requested by the village, the applicant shall provide copies of stress sheets and calculations showing that the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the village.

(7) Name of person, firm, corporation or association erecting the sign.

(8) Certification of liability insurance or bond as required and issued for erection of said sign.

(d) The village will review each application, and if the application is in compliance with this section and all other laws and ordinances of the village, it shall issue the sign permit. If the village cannot determine that the proposed signs comply with all applicable laws and ordinances, it shall submit such application and supporting material to the planning department for its review. The planning department will then direct the village to grant or deny the sign permit. All actions by the planning department will be in writing and will specifically state the grounds for approval or denial.

(e) All applications must be submitted with a fee as follows:

Conforming sign: $100.00

Variances: $100.00

(f) All governmental units, schools, religious institutions and non-for-profit charitable organizations shall be exempt from paying any fees required under this section.

11.9 VARIANCES.
It is recognized that the regulations provided in this section cannot sensitively handle all of the sign situations that may be proposed. Therefore, variances to the sign chapter may be granted in the same manner and pursuant to the same requirements and procedures used for granting variance from the zoning ordinance. The applicant shall submit sketches, drawings or photographs showing the entire property and the proposed sign or signs, and the applicant shall explain briefly in a written request where the sign or signs vary from the provisions of this section and why the applicant needs an exception for the proposed sign or signs.

11.10 VIOLATIONS.

(a) Any person, firm or corporation who violates any provision of this section or constructs and/or maintains a sign of any type within the village without a permit of inspection for said sign, shall be subject to a fine of not less than $50.00 nor more than $500.00.

(b) Each day during which a violation exists or a sign is displayed without a permit shall be considered a separate and distinct violation.

(c) Joint and several liability. The owner of the premises on which any sign is located and the sign owner or permittee, if different from the premises owner, shall be jointly and severally liable for any violation of the provisions of this section.

11.11 BILLBOARD CONSTRUCTION.

(a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) Billboard means any structure or portion thereof upon which are signs the sole or primary purpose of which is to be used for the display of advertisements or notices for outdoor display. This definition does not include any bulletin boards used to announce religious services or to display official court notices, or signs advertising the sale or lease of the premises on which the sign is located.

(b) Permit—required. No person shall construct a billboard within the village without having first secured a permit therefor from the board of trustees. No permit issued under the provisions of this section shall be construed to authorize the construction or maintenance of a billboard which extends over, on, or above, any public street, alley, sidewalk, or public place or on any place in violation of any ordinance of this village. The fee for a permit to construct any such billboard shall be in the amount provided by separate ordinance for building permit fees.
(c) Location of Billboards. Billboards shall be permitted in the B-2, B-3, and M-1 and M-2 zoning districts.

(d) Application. An application for a permit under this article shall be made in writing to the village clerk. Each application shall state thereon the name of the owner of the premises, the name of the person constructing the billboard, and specifications showing the size, materials, and manner of construction of the billboard.

(e) Wind pressure. Every billboard shall be firmly and solidly constructed so as to be able to bear a wind pressure of at least thirty pounds per square foot of area; provided that billboards which are placed upon roofs must be so constructed as to be able to withstand a lateral wind pressure of forty pounds per square foot of area.

(f) Height above ground; setback. Every billboard must be so constructed as to have an open space of at least 2½ feet between the bottom of the display area of the billboard and the ground. This open area may be filled with latticework or other ornamental design which does not close off more than two-thirds of any square foot on such open area. Billboards constructed on property on which there is a properly established building line must be built entirely in back of this building line. No permit shall be issued for the construction of any billboard on any lot which is subject to a proper building line restriction if the billboard is to be constructed in violation of this building line restriction.

(g) Distance from intersection. No billboard shall be constructed within 250 feet of any intersection.

(h) Roof signs. No person shall construct any billboard on the roof of any building or structure of any but incombustible materials. All such roof signs or billboards must be so constructed that there is a three-foot space between the lowest part of the billboard and the roof of the building or structure; they must be so constructed that there is at least a four-foot space between the billboard or signboard and the edge of the roof at all sides and ends. It shall be unlawful for any person to construct any roof sign or billboard on the roof of any building which is unable to withstand the additional weight and wind pressure imposed by such construction.

(i) Billboards against buildings. No person shall construct any billboard a majority of the display area of which is within four feet of any building unless such billboard is constructed of noncombustible materials.

(j) Illuminated and flashing billboards.

(1) Billboards may be illuminated, subject to the requirements of this section. The wiring of illuminated billboards and signboards must comply with the provisions of the ordinances of the village relating to electrical wiring.
Ordinance No. 1125

Section 23. Effective Date. This Ordinance shall be in full force and effect ten (10) days after its passage and publication as provided by law.

PASSED this 16th day of May 2016.

__________________________
Carmen S. Recupito, Jr., Village Clerk

APPROVED this 16th day of May 2016.

__________________________
Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:
EXHIBIT A
VILLAGE OF STEGER (the "Village")
PLANNING & ZONING BOARD OF APPEALS
RECOMMENDATION

RE: Text amendments to the Comprehensive Amendment to the Zoning Ordinance of the Village regarding the rules and regulations for signs and billboards.

President and Board of Trustees:

The Planning & Zoning Board of Appeals met on Wednesday, May 11, 2016 and discussed proposed text amendments to the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois (the "Zoning Ordinance"), regarding the rules and regulations for signs and billboards within the Village of Steger (the "Text Amendments"). Proper notice of the Meeting was provided in accordance with Section 10.4.3 of the Zoning Ordinance.

During the public hearing, testimony and evidence were introduced establishing that: (a) the current provisions regulating signs in the Zoning Ordinance are hard to follow and interpret, as they are interspersed throughout numerous sections of the Zoning Ordinance; (b) the regulations governing billboard signs in the Village are currently contained in an entirely separate chapter of the Village's Municipal Code, and are not contained in the Zoning Ordinance; (c) the Text Amendments will create a comprehensive and unified section of the Zoning Ordinance governing signs and billboards within the Village; (d) the Text Amendments will make the Zoning Ordinance easier to understand and to interpret for both Village staff and the public in general; and (e) the Text Amendments also will include new provisions clarifying portions of the Zoning Ordinance, including (1) the clarification that signs may not be painted directly on to windows; (2) clarifications regarding the definition of electrically activated message board signs and where such signs shall be permitted; and (3) provisions clarifying where billboards may be located and how far they must be placed from intersections.

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

It is the recommendation of the Planning and Zoning Board of Appeals to approve the Text amendments to the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois, regarding the rules and regulations for signs and billboards.

[Signature]
Joseph Zagone, Chairman Pro Tem
Planning & Zoning Board of Appeals
Village of Steger
ORDINANCE NO. 1126

STATE OF ILLINOIS

COUNTIES OF COOK
AND WILL

AN ORDINANCE AMENDING CHAPTER 66 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING SIGNS FOR THE VILLAGE OF STEGER, ILLINOIS.

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

WHEREAS, the Municipal Code Of Steger, Illinois (the "Village Code") currently contains provisions regarding the construction and placement of signs within the Village (the "Existing Regulations"); and

WHEREAS, the President and Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village to revise the Existing Regulations and to relocate said Existing Regulations to the Village's Zoning Code (the "Zoning Code") by a separate ordinance in order to promote the efficiency of the Village's governmental operations; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Chapter 66 of the Village Code as set forth herein;
NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, and the State of Illinois, as follows:

ARTICLE I.
IN GENERAL

SECTION 1.0: Incorporation Clause.

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

SECTION 2.0: Purpose.

The purpose of this Ordinance is to amend Chapter 66 of the Village Code to revise and relocate the Existing Regulations in order to promote the efficiency of the Village’s governmental operations.

ARTICLE II.
AUTHORIZATION;
AMENDMENT OF CHAPTER 66 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS

SECTION 3.0: Amendment of Chapter 66.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by deleting the entirety of Chapter 66 and replacing the same as follows,

Chapter 66- Reserved.

SECTION 3.1: Other Actions Authorized.

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

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

SECTION 4.0: Headings.
The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

SECTION 5.0: Severability.
The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6.0: Superseder.
All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7.0: Publication.
A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.
Ordinance No. 1126

SECTION 8.0: Effective Date.

This Ordinance shall be effective and in full force upon its passage, approval and publication in accordance with applicable law.

PASSED this 16th day of May, 2016.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 16th day of May, 2016.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of Steger, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evaporate stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014) (“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and
WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Village, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Village is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 21, 2015, the District’s Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District’s service area; and

WHEREAS, on ____________, 2015, the Village’s Board of Trustees authorized the Village to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Village (hereinafter the “Project”), as more fully set forth in Exhibit 1.

2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.

3. In order for the Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Village agrees to perform the following requirements:

   a. place all rain barrel orders on behalf of residents using a form provided by the District; and
b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and

c. within one year of the date of this Agreement, the Municipality shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Village shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident’s home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the Village shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.

2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.
ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party’s execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents (“District Party”) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys’ fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE VILLAGE

The Village covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes:

   a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner’s real property for purposes of delivering the rain barrel(s); and

   b. that the Village and the District may access the homeowner’s property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and

4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party’s performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be
ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree
that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

**ARTICLE 20. NOTICES**

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties:

**ARTICLE 21. REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:
Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Steger, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF STEGER

BY:  

Kenneth A. Peterson, Jr., Village President

DATE: __________________________

ATTEST:

Carmen S. Recupito, Jr., Village Clerk

DATE: __________________________
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance    Date

Executive Director    Date

ATTEST:

Clerk    Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations    Date

Director of Maintenance & Operations    Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney    Date

General Counsel    Date
EXHIBIT 1
Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus-type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District’s vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be
provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident’s behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District’s rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
  - email addresses of constituents receiving the rain barrel(s)
  - street addresses where rain barrels were installed
  - number of rain barrels installed, with a maximum of four rain barrels per home or location
  - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,
community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or “As-Built” document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District’s Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District’s Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.
IV. PROGRAM PERFORMANCE

The District’s Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Form – Attachment C
3. Campus-Type Facility Application Form – Attachment D
TAKE Advantage
OF RAIN BARRELS
Questions? NURSE: 718-541-5000
ATTACHMENT A

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.

Green infrastructure helps prevent flooding and improve water quality by keeping rainwater out of the sewer system.

Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel.

For installation instructions and more information, visit mwrd.org. Find the MWRI on Facebook and Twitter and show off your rain barrel!
Attachment B

MW RD Rain Barrel Program
Municipal and Community Group/Non-Governmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may contact Roland Derylo at derylor@mwr d.org to order rain barrels*; please write MWRD Rain Barrel Program in the subject line.

The following resident information will be required for delivery:

Name ____________________________

Address ____________________________

City, State, Zip ____________________________

Phone number ____________________________

Email address ____________________________

Number of rain barrels ____________________________

Color requested (indicate #) _______ Terra Cotta _______ Blue _______ Black _______ Gray

*A maximum of four rain barrels may be ordered per location.
Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrd.org or call (312) 751-6633.
Attachment C

Free Rain Barrel Program
Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident’s information:

Name: ____________________________________________
(Please print)

Home address: ___________________________________

City, State, Zip: ___________________________________

Phone number: _________________________________

Email address: _________________________________

Number of rain barrels requested: __________

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray
Free Rain Barrel Program
Campus-Type Facility Application Form

The Campus-Type Facility may contact Roland Derylo at dervlor@mwrld.org to order rain barrels; please write MWRD Rain Barrel Program in the subject line. Please include the information needed for delivery below.

Facility and Ordering Information:

Name of Campus-Type Facility: _______________________________________
(Please print)

Rain Barrels’ Delivery Location Address: ________________________________

City, State, Zip: _____________________________________________________

Number of rain barrels requested: __________

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Campus-Type Facility Representative Contact Information:

Contact Name: __________________________

Phone number: __________________________

Email address: __________________________
EXHIBIT 2
Installation Instructions

Please read these instructions and warnings thoroughly before beginning installation and retain for future reference.

**INCLUDED**

- Rain barrel body (A)
- Rain barrel lid (B)
- Mesh filter (preinstalled in lid) (C)
- 1 overflow hose and 1 hose clamp (D)
- 1 spout, 1 rubber gasket, 1 nut (E)
- 4 screws

**NEEDED**

- Slotted and Phillips (crosshead) screwdrivers
- Wrench
- Tape measure and marker
- Safety glasses, safety gloves
- Hacksaw
- Hammer or chisel

**Step 1 Locate**

Choose a location below a downspout for your rain barrel. The location must have level, firm ground. A 3'x3' paving stone can be used to provide stability. Avoid locations near ground-level basement windows or window wells.

**Step 2 Assemble**

Put the rubber gasket on the spout and place it through the hole at the front of the barrel. Thread the nut onto the back of the spout from inside the barrel. Hold the nut in place with a wrench and hand tighten only. It only needs to be tight enough to prevent water leakage. Use caution as over-tightening can crack the barrel.

**Step 3 Cut Downspout**

Place the barrel beside the downspout to measure and mark your required cut. Make sure to allow enough room for the barrel, lid and elbow spout. Wearing safety glasses and gloves, cut the downspout using a hacksaw. Attach your existing elbow spout (F) to the new downspout end.

**Step 4 Overflow**

Choose which side overflow spout you will use. Both spouts are blocked by a plastic disc by default. Remove the disc by inserting a slot screwdriver or chisel into the overflow tube from the outside, and gently tap with a hammer around the edges of the disc until it pops free. Attach the overflow hose using the hose clamp and a slot screwdriver. Direct the other end of the hose to wherever your downspout originally drained, which should be either a splash pad or sewer drain.

**Step 5 Attach Lid & Place**

Place the lid on the barrel and affix using the four provided screws (5/6 x 1.5") and a crosshead screwdriver. Hand-tighten only. Over-tightening may crack the plastic. Place assembled bin under downspout and ensure it is level and stable.
Option Connecting Multiple Barrels

Multiple FreeGarden™ RAIN barrels can be connected to collect additional water from the same downspout. On each additional barrel tap out BOTH plastic discs in the overflow spouts as in Step 4 above, then connect and clamp the end of the first barrel’s overflow hose to one of the spouts of the additional barrel. Clamp and connect another overflow hose to the other spout of the additional barrel and direct the open end to wherever your downspout originally drained (usually a splash pad or sewer drain).

Usage
Congratulations! You can use your collected rainwater for many purposes, such as:
- Watering lawns
- Watering gardens
- Washing cars
- Cleaning outdoor furniture
- Washing garden tools and containers
- Watering indoor and outdoor potted plants

Note: NEVER DRINK OR INGEST STANDING WATER. Do not allow ingestion by pets and animals, and do not cook or wash anything in collected rainwater in any way that may result in ingestion. Ingestion may cause serious illness or death. See below for further important warnings.

Maintenance
SUMMER
Clean the screen once a month to prevent clogging. Check for erosion under/around rain barrel; platform/support must remain level and stable at all times.
WINTER
Drain barrel and store in shed or garage. If left outside with freezing water inside, the barrel may crack.

WARNINGS

Drowning Hazard
Never permit children to play on, in, or near a rain barrel. Always affix the lid securely to avoid drowning. Never use a rain barrel without the lid securely affixed, or with a damaged, cracked, warped or broken cover. Never place a rain barrel near a deck, stairs, chair, or other structures or items that may allow a child to climb above, on, or in the rain barrel.

Water Contamination Hazard
Do not use collected water for drinking, cooking, washing or in any way that may result in ingestion of the water by humans and/or animals. Water in rain barrels may become stagnant and/or contaminated. Ingesting rain barrel water may cause serious illness or death. Use only for watering plants and cleaning of outdoor items not related to eating or drinking.

Tipping Hazard
A misinstalled rain barrel may tip over causing bodily injury or property damage. Never place rain barrels on non-level or uneven surfaces. Always use a solid, stable platform under the rain barrel. Water is very heavy. The preparation and placement of the installation are critical; the platform must be level and provide robust support for a filled rain barrel.

Electrical Hazard
If the downspout contains heating cables, there is a potential electrocution or fire hazard during installation. Ensure power is disconnected at the electrical panel before manipulating heated downspouts. Consult a qualified electrician for modifications to heated downspouts.

Installation Hazards
Rain barrels are for water collection and outdoor use only. No other uses are recommended. Downspout edges may be sharp. Wear protective gloves when cutting and handling downspouts. Always wear safety glasses when cutting or drilling to prevent eye injuries. Protect siding from damage by inserting a sheet of plywood between the downspout and siding. Read all instructions and warnings thoroughly before installing this product.

Warning and Limitations
Improper installation and maintenance may result in property damage, bodily injury and/or death. Enviro World Corporation is not responsible for any damages or injuries caused by or resulting from improper installation and/or continued maintenance. Retain this sheet for future reference.
Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don’t worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor’s property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don’t skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.
3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist’s acrylic paint. Acrylic paint is durable and won’t chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

Metropolitan Water Reclamation District of Greater Chicago

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction, property damage or injury associated with your rain barrel or its accessories or contents. See also additional instructions and warnings regarding installation and maintenance of rain barrels contained in the FreeGarden RAIN & Installation Instructions.
Dear Village Board President and members,

My name is Brandi Jean, I am a manager of a local business here in Steger and I am asking for approval for the use of the parking lot of the Steger Commons Plaza on September 3, 2016 from the hours of 4pm to 10/11pm. Our plan is to have a “Bike night/Car Show” and raise money for a local military foundation that has yet to be determined. I am also asking for use of most if not all of the village picnic tables and garbage cans for this event. During the event it is planned to have several bands play, have food and drink, raffle prizes, and a 50/50 that will be split with the winner(s) and the military foundation. We have talked with all the business in the Commons Plaza and made them aware of our plans as we know this can and will affect the businesses for an hour to three of their business day. As of this point in time all are ok or wanting to participate in the event. All profits from the event will be going to the military foundation nothing will be used for personal gain.

Thank you,

Brandi M. Jean

708-595-4422 - Cell
Steger Township Board Members:

We are requesting permission to conduct a small bake sale and fundraiser in front of the Kenpo Ki Do Karate studio located at 16 E 33rd Pl in Steger, IL.

This fundraiser is our annual contribution to a worthy cause voted for by the students of The Kenpo Ki Do Karate Studio. This year the studio is raising money for the Chicago Heights Animal Hospital.

The bake sale will be conducted on June 11, 2016 from 10:00 am to 4:00pm. We are requesting permission to block off three parking spots directly in front of the studio. Any and all foot traffic will be safely directed and clearly marked as shown below.

Thank you,
George Vassar
Members of Kenpo Ki Do Karate
Cell # 630 874 5685
Office # 708 955 4400