

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

FEBRUARY 6, 2017

- 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 Community Center Director
 - e. Assistant Village Administrator
 - f. Housing Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk

The next Village Board meeting will be Tuesday, February 21st .

The Village Hall will be closed Monday, February 20th in observance of the Presidents Day Holiday

- 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
- I. OLD BUSINESS:

J. NEW BUSINESS:

ORDINANCE NO. 1139

AN ORDINANCE ADDING DIVISION 17 TO ARTICLE V OF CHAPTER 22 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING ADULT USE BUSINESSES FOR THE VILLAGE OF STEGER.

ORDINANCE NO. 1140

AN ORDINANCE OF THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, STATE OF ILLINOIS, REVISING THE LEGAL DESCRIPTION FOR THE VILLAGE OF STEGER CHICAGO ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA TO ELIMINATE A SCRIVENER'S ERROR

Steger – South Chicago Heights Library requests permission to host movie night at Veterans' Park on July 28th at the pavilion and setting up between 6:30pm to 7:00pm with the movie starting at dusk. Should it be necessary to reschedule the movie they are requesting the following Friday August 4th.

American Legion Auxiliary requesting to sell Poppies on the corners of Steger Road and Chicago Road on Saturday May 27th and Monday May 29th from 9:30am to 4:30pm

Steger Little League requesting start-opening day with their annual parade on April 29th starting at 11:00am. Lining up at the Community Center at 9:30am down Steger Road to Morgan Street.

Special Event License application of Boy Scouts of America Crossroads Dist. Pathway to Adventure Council requesting the use of Veteran's Park / Lou Sherman Community Center on May 19th through May 21st. from 10:00am Friday to 1:00pm Sunday

Intergovernmental Agreement between the Will County 9-1-1 Emergency Telephone System Board and the Municipal Agency or Public Safety answering point known as the Steger Police Department.

Intergovernmental Agreement by and between the Will County 9-1-1 Emergency Telephone System Board and the Steger Fire Department for funding of a 9-1-1 surcharge reallocation.

Discussion on possible purchase of new ambulance.

An Intergovernmental Agreement to Establish Laraway Communications Center.

By-Laws of the Laraway Communications Center.

Business License Application of Lidor Enterprises Inco. At 29 E. 32nd Street, pending inspections.

Business License Application of K5 Installation Inc. at 27 E. 36th Street pending inspections

Business License Application of Carbajal Custom Graphics at 432 34th Street, pending inspections.

Business License Application of American Cable & Telephone at 30 E. 33rd Place, pending inspections.

Business License Application of Top Notch Hair Designs, pending inspections.

K. ADJOURN TO CLOSED SESSION – Personnel (Tabled 1/1/7/17)

5 ILCS 120/2 (c) (2) Collective bargaining matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, pursuant to Section 2(c)(2) of the Open Meetings Act

5 ILCS 120/2 (c) (1) Appointment, employment, compensation, discipline, performance or dismissal of specific employees, pursuant to Section 2(c)(1) of the Open Meetings Act 5 ILCS 120/2(c)(8)

L. ADJOURNMENT

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

The Board of Trustees convened in regular session at 7:00 P.M. on this 17th day of January, 2017 in the Municipal Building of the Village of Steger with the Village Clerk Carmen S. Recupito, Jr. attending with Mayor Kenneth A. Peterson presiding.

Village Clerk Carmen S. Recupito, Jr. called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Also present were, Village Administrator Mike Tilton, Fire Chief Nowell Fillion, Police Chief Ken Boehm, EMA Chief Tom Johnston, Housing Director Alice Peterson and Community Center Director Diane Rossi.

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

Mayor Peterson introduced Crete's Mayor Einhorn. Mayor Einhorn discussed consolidation of dispatch centers as mandated by the State of Illinois. The State has required that Will County reduce the number of dispatch centers from 6 to 3. Currently Steger uses Eastcom. Mayor Einhorn discussed costs and potential consolidation choices. A Board of Directors would include members from each Village. A seven member Executive Board may be appointed to represent all Village members. Mayor Einhorn's proposal will save the Steger Police Department \$23,000, approximately. Steger Fire Department would pay additional \$1,083. The group will need a 20 year lease agreement with the County for the new building. The lease is about \$200 per month per agency, when 30 agencies are involved. Mayor Einhorn suggested the Village of Steger adopt the agreement by the first Board Meeting in February. Mayor Peterson thanked Mayor Einhorn for his efforts.

MINUTES

Trustee Lopez made a motion to approve the minutes of the previous Board Meeting, as all members have copies. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

AUDIENCE PARTICIPATION

Vicky Kaiser approached the Village Board regarding CodeRed alerts and questioned why the special board meeting was not announced on CodeRed to the residents. Mayor Peterson explained it was actually a hearing governed by state statute and has no audience participation. Generally, hearings are not placed on CodeRed announcements.

Mary Lindell of Project Hope for the Lorenzo Garcia Project thanked Administrator Mike Tilton for helping with the article in the Village newsletter. The group is hoping to break ground in April with a dedication in May. A Spaghetti dinner on February 26th from 12 noon to 5pm will help to raise funds for the project. Tickets are on sale at the Louis Sherman Community Center.

REPORTS

Village Administrator

None

Assistant Village Administrator/HR Director Mary Jo Seehausen was absent.

Director of Public Infrastructure

None

Fire Chief Nowell Fillion reported the Fire Department has finished operating guide lines for the Department.

Chief Fillion also reported that Fire department just started another 6 week state certified training course.

Police Chief Ken Boehm

None

EMA Chief Tom Johnston reported a third vehicle is in operation.

Community Center Director Diane Rossi stated that the Community Center is having a Seniors Valentine's Day Party on February 14th from 11:00am to 2:00pm.

Registration is now open for the following sports Softball, Adult Volleyball, High School Volleyball and Basketball

Housing and Community Development Director Alice Peterson had no report

Village Attorney had no report.

TRUSTEES' REPORTS

Trustee Buxton referred to his financial report. It is attached to the official minutes.

Trustee Skrezyna had no report.

Trustee Lopez had no report,

Trustee Sarek reported Volleyball and Basketball have started.

Trustee Perchinski had no report.

Trustee Joyce had no report.

CLERK'S REPORT had no report.

PRESIDENT PETERSON had no report

BILLS

Trustee Skrezyna made a motion to pay the bills as listed. Trustee Buxton seconded the motion. Trustees Joyce asked for the Excel Electric bill to be held for further review. Trustee Skrezyna made a motion to amend the original motion to pay the bills as listed with the exception of Excel Electric bill. Trustee Perchinski seconded the motion. Roll was called The following Trustees voted aye, Perchinski, Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

None

OLD BUSINESS:

None

NEW BUSINESS:

Trustee Perchinski made a motion to approve the request of the Girl Scouts of Hubbard's Trail's to use the firehouse at 3320 Lewis on Friday February 10, as a delivery site for the annual cookie sale. Trustee Lopez seconded the motion. The following Trustees voted aye: Perchinski, Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye: Motion carried

Trustee Joyce made the motion to approve the request of T3 Parent Theatre Group for \$ 350.00 donation for the spring production of the Lion King Jr. and Princess Parties. Trustee Skrezyna seconded the motion. Roll call. The following trustees voted aye: Perchinski, Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye: Motion carried.

Discussion on purchasing 7 to 8 signs *Welcome to Steger* informational signs. The cost of each of the signs is about \$8,000.00. The sign company will prepare a rendering. The Village Board will be reviewing the associated maintenance cost of the solar powered signs. No action was taken.

Trustee Joyce made the motion to approve the request of Chicago Southland Convention and Visitors Bureau to be acknowledge as Steger's Convention and Visitor's Bureau of record for the marketing and promotion of the tourism industry. Trustee Perchinski seconded the motion. Roll was called. The following trustees voted aye: Perchinski, Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye: Motion carried.

CLOSED SESSION

Trustee Perchinski made the motion to table closed session to discuss Personnel. Trustee Lopez seconded the motion. Roll was called. The following trustees voted aye: Perchinski, Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye: Motion carried.

ADJOURNMENT:

There being no further business to discuss, Trustee Perchinski made a motion to adjourn. Trustee Lopez seconded the motion. Voice vote was called; all ayes. Meeting adjourned.

MEETING ADJOURNED AT 8:10pm

Kenneth A. Peterson, Jr., Village President

Carmen S. Recupito, Jr., Village Clerk

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

REGISTER # 766

DATE: 02/03/17

Friday February 3, 2017

PAGE 1

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXCEL ELECTRIC INC	120559	01-00-31400		MAINT.-TRAFFIC &	5863.23
JAMES HERR & SONS	102016	01-00-31805		MAINT.-VEHICLES	40.76
GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	01-00-32901		PROOFPOINT ESSENT	69.71
GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	01-00-32901		MAINT.-COMPUTER S	395.00
GUARANTEED TECHNICAL SERV & CONSULT INC	20170046	01-00-32902		MAINT.-COMPUTER H	180.00
ALPINE VALLEY WATER, INC.	79975	01-00-33500		DRINKING WATER	24.00
BY THE CUP INC	0000001	01-00-33500		OFFICE SUPPLIES	85.34
CINTAS CORPORATION #319	5006953664	01-00-33500		MEDICAL CABINET	31.12
ELMER & SON LOCKSMITHS INC	343580	01-00-33500		KEYS	12.50
WALTON OFFICE SUPPLY	298825-0	01-00-33500		OFFICE SUPPLIES	102.31
COMCAST	010817	01-00-33700		TELEPHONE	88.26
T & T BUSINESS SYSTEMS, INC.	89093	01-00-33901		RENTAL-EQUIPMENT	141.00
DEL GALDO LAW GROUP LLC	18830	01-00-34100		LEGAL SERVICES	1288.82
GIANOPOLUS, DENNIS G. P.C.	17011	01-00-34100		LEGAL SERVICES	3463.30
ALFRED G. RONAN, LTD	2015 OCTOBER	01-00-34500		CONSULTING SERVIC	4000.00
SAM'S CLUB/SYNCHRONY BANK	9105597814	01-00-37900		NEW-OFFICE EQUIPM	53.76
SOUTH SUBURBAN MAYORS & MANAGERS ASSOC	2017-0101	01-00-38800		MEETING/CONFERENC	1200.00
T3 PARENT THEATRE GROUP	2017	01-00-38899		ENTERTAINMENT EXP	350.00
PROSHRED SECURITY	100084609	01-00-38917		REFUSE/SHREDDING	45.00
COOK COUNTY TREASURER	2017	01-00-39800		LAND PURCHASE REL	175.98
COOK COUNTY TREASURER	2017	01-00-39800		LAND PURCHASE REL	711.04
WILL COUNTY TREASURER'S OFFICE	231506203047000	01-00-39800		LAND PURCHASE REL	98.25
TOTAL FOR FUND 01		DEPT. 00			18419.38
MUNICIPAL SYSTEMS, INC	13588	01-06-34901		C-TICKET EXPENSES	2018.75
TOTAL FOR FUND 01		DEPT. 06			2018.75
MUNICIPAL SYSTEMS, INC	13587	01-07-34902		ADMIN BLDG CODE &	495.30

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
			DESCRIPTION			

TOTAL FOR FUND 01		DEPT. 07			495.30	
-------------------	--	----------	--	--	--------	--

DEL GALDO LAW GROUP LLC	18829	01-08-34500	CONSULTING SERVIC		9366.47	
NICOR GAS	08-75-03-0701 2	01-08-38900	OTHER EXPENSES		118.21	

TOTAL FOR FUND 01		DEPT. 08			9484.68	
-------------------	--	----------	--	--	---------	--

TOTAL FOR FUND 01				30418.11		
-------------------	--	--	--	----------	--	--

HODSON, TYLER						
MONARCH AUTO SUPPLY INC	2ND QRTR 2016	02-00-30303	SALARY-FIREMEN		47.42	
MONARCH AUTO SUPPLY INC	6981-368280	02-00-31805	MAINT-VEHICLES		114.66	
MONARCH AUTO SUPPLY INC	6981-373834	02-00-31805	MAINT-VEHICLES		84.86	
MONARCH AUTO SUPPLY INC	6981-373849	02-00-31805	MAINT-VEHICLES		129.99	
R & R MAINTENANCE FIRE & FLEET	9885	02-00-31805	MAINT-VEHICLES		1875.00	
FILLION, NOWELL	1090668	02-00-32901	REIMBURSE FOR SOF		297.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	02-00-32901	PROOFPOINT ESSENT		69.71	
GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	02-00-32901	MAINT-COMPUTER SO		135.00	
GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	02-00-32901	MAINT-COMPUTER SO		129.54	
HERITAGE F/S, INC.	70915	02-00-33300	GASOLINE & OIL		526.70	
HERITAGE F/S, INC.	70916	02-00-33300	GASOLINE & OIL		302.39	
WALTON OFFICE SUPPLY	298920-0	02-00-33500	OFFICE SUPPLIES		299.30	
AIRGAS USA LLC	9059517410	02-00-33501	MEDICAL OXYGEN		277.51	
CINTAS CORPORATION #319	5006953664	02-00-33501	MEDICAL CABINET		31.13	
COMCAST	010817	02-00-33700	TELEPHONE/CELL/AI		64.88	
COMCAST	010817	02-00-33701	CABLE/INTERNET		81.98	
HENRY SCHEIN	38068665	02-00-33702	AMBULANCE SUPPLIE		13.90	
MW LEASING COMPANY LLC	L110255	02-00-33901	RENTAL EQUIPMENT		253.66	
METRO PARAMEDIC SERVICES INC.	020-00434	02-00-34250	AMBULANCE SERVICE		20597.51	
TRAINING CONCEPTS, INC.	29410	02-00-38400	EMPLOYEE TRAINING		300.00	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
------------	--------	------------	------------	----------	-------------	--------	------

TOTAL FOR FUND 02		DEPT. 00				25632.14	
-------------------	--	----------	--	--	--	----------	--

TOTAL FOR FUND 02						25632.14	
-------------------	--	--	--	--	--	----------	--

GUARANTEED TECHNICAL SERV & CONSULT INC	20170058	03-30-32901			PROOFPOINT ESSENT	69.71	
COMED	19001 0117	03-30-33100			ELECTRICITY	.94	
SAM'S CLUB/SYNCHRONY BANK	7480 08154 009	03-30-33500			OFFICE SUPPLIES	387.80	
SOUTH HOLLAND PAPER CO.	364886	03-30-33500			OFFICE SUPPLIES	160.57	
SAM'S CLUB/SYNCHRONY BANK	7480 08154 009	03-30-33503.09			SUPPLIES-AFTER SC	77.46	
A T & T	708 754-369001	03-30-33700			TELEPHONE	17.12	
COMCAST	022017	03-30-33700			TELEPHONE	62.98	
COMCAST	022017	03-30-33701			CABLE/INTERNET SE	164.70	
AMERICAN BACKFLOW PREVENTION INC	51734	03-30-33703			MAINTENANCE CONTR	700.00	
MERTS HVAC	087303	03-30-33703			MAINTENANCE CONTR	1105.36	
KONICA MINOLTA BUSINESS SOLUTIONS	9003148452	03-30-33703			MAINTENANCE CONTR	27.50	
UNIFIRST CORPORATION	062 0214662	03-30-33703			MAINTENANCE CONTR	257.35	
UNIFIRST CORPORATION	062 0219339	03-30-33703			MAINTENANCE CONTR	61.15	
PROTECTION ONE ALARM MONITORING, INC.	010517	03-30-33704			SECURITY SYSTEM	34.12	

TOTAL FOR FUND 03		DEPT. 30				3126.76	
-------------------	--	----------	--	--	--	---------	--

TOTAL FOR FUND 03						3126.76	
-------------------	--	--	--	--	--	---------	--

BOVARO, ANGELO	013117	04-00-24500			ADMINISTRATIVE TO	500.00	
JAMES HERR & SONS	101852	04-00-31805			MAINT-VEHICLES	39.50	
JAMES HERR & SONS	101875	04-00-31805			MAINT-VEHICLES	40.75	
JAMES HERR & SONS	101984	04-00-31805			MAINT-VEHICLES	52.14	
JAMES HERR & SONS	101986	04-00-31805			MAINT-VEHICLES	52.14	
MONARCH AUTO SUPPLY INC	6981-372268	04-00-31805			MAINT-VEHICLES	24.97	
HERITAGE F/S, INC.	70858	04-00-33300			GASOLINE & OIL	2362.52	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MONARCH AUTO SUPPLY INC	6981-372683	07-00-31805		MAINT-VEHICLES	159.00
MONARCH AUTO SUPPLY INC	6981-373067	07-00-31805		MAINT-VEHICLES	39.99
MONARCH AUTO SUPPLY INC	6981-373156	07-00-31805		MAINT-VEHICLES	125.84
MONARCH AUTO SUPPLY INC	6981-374099	07-00-31805		MAINT-VEHICLES	148.20
MONROE TRUCK EQUIPMENT INC. JOLIET	316078	07-00-31805		MAINT-VEHICLES	75.36
HERITAGE F/S, INC.	70857	07-00-33300		GASOLINE & OIL	388.00
HERITAGE F/S, INC.	70915	07-00-33300		GASOLINE & OIL	457.60
FASTENAL COMPANY	ILSTE136349	07-00-33501		SHOP SUPPLIES	26.68
FASTENAL COMPANY	ILSTE136430	07-00-33501		SHOP SUPPLIES	46.41
FASTENAL COMPANY	ILSTE136473	07-00-33501		SHOP SUPPLIES	55.55
FASTENAL COMPANY	ILSTE136614	07-00-33501		SHOP SUPPLIES	130.51
FASTENAL COMPANY	ILSTE136658	07-00-33501		SHOP SUPPLIES	36.35
FASTENAL COMPANY	ILSTE136689	07-00-33501		SHOP SUPPLIES	30.92
MONARCH AUTO SUPPLY INC	6981-372564	07-00-33501		SHOP SUPPLIES	2.19
SHOREWOOD HOME & AUTO, INC.	193295	07-00-33501		SHOP SUPPLIES	40.15
COMCAST	022017	07-00-33700		TELEPHONE	62.67
COMCAST	022017	07-00-33701		CABLE/INTERNET SE	84.95
UNIFIRST CORPORATION	062 0215952	07-00-33800		UNIFORM SERVICE	19.38
UNIFIRST CORPORATION	062 0216054	07-00-33800		UNIFORM SERVICE	43.23
UNIFIRST CORPORATION	062 0217212	07-00-33800		UNIFORM SERVICE	42.88
MUNICIPAL SYSTEMS, INC	13609	07-00-33900		TAG SOFTWARE	1500.00
INGALLS OCCUPATIONAL HEALTH	247830	07-00-34200		MEDICAL SERVICES	55.00
THE HOME DEPOT	1936 0001046697	07-00-37800		NEW-TOOLS & WORK	536.80
TOTAL FOR FUND 07		DEPT. 00			4107.66
TOTAL FOR FUND 07				4107.66	
AMERICAN ROAD MAINTENANCE	M16032	08-00-31200		CRACK FILLING	11675.00
AMERICAN ROAD MAINTENANCE	M16032	08-00-31200		APHALT REJUVENATI	47407.50

DATE: 02/03/17

Friday February 3, 2017

PAGE 7

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
IROQUOIS PAVING CORPORATION	1604704-01	08-00-31200			MAINT-STREETS & I	209491.01	
COM ED	84103 0117	08-00-33102			ELECTRICITY-TRAFF	738.91	
COM ED	99093 0117	08-00-33102			ELECTRICITY-TRAFF	4438.33	
CARGILL INCORPORATED	2903174736	08-00-33910			ROCK SALT/SNOW &	1524.56	
CARGILL INCORPORATED	2903207324	08-00-33910			ROCK SALT/SNOW &	12244.97	
TOTAL FOR FUND 08		DEPT. 00				287520.28	
TOTAL FOR FUND 08						287520.28	
IROQUOIS PAVING CORPORATION	1604704-01	09-00-29601			JIM JOHNSON LANE	146038.20	
TOTAL FOR FUND 09		DEPT. 00				146038.20	
TOTAL FOR FUND 09						146038.20	
ILLINOIS D.A.R.E OFFICERS ASSOCIATION	2017 DARE	14-00-38901			DUES BOREN	30.00	
ILLINOIS D.A.R.E OFFICERS ASSOCIATION	2017 DARE	14-00-38901			DUES SGT RUFF	20.00	
ILLINOIS D.A.R.E OFFICERS ASSOCIATION	2017 DARE	14-00-38901			DUES D.C. ROSSI	20.00	
TOTAL FOR FUND 14		DEPT. 00				70.00	
TOTAL FOR FUND 14						70.00	
VISION SERVICE PLAN (IL)	FEBRUARY 2017	15-00-36901			HEALTH INSURANCE	610.94	
HUMANA DENTAL	81933446	15-00-36903			DENTAL INSURANCE	2517.68	
TOTAL FOR FUND 15		DEPT. 00				3128.62	
TOTAL FOR FUND 15						3128.62	
A-1 TROPHIES & AWARD UNLIMITED INC.	013017	16-00-31805			TRANSFER LOGO	45.00	
EMERGENCY VEHICLE TECHNOLOGIES	3964	16-00-31805			EMERGENCY EQUIPME	604.80	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EMERGENCY VEHICLE TECHNOLOGIES					
4008		16-00-31805		VEHICLE GRAPHICS	1649.85
NAPA AUTO PARTS					
050893		16-00-31805		MAINT-VEHICLES	35.71
O'REILLY AUTO PARTS					
3414-412866		16-00-31805		MAINT-VEHICLES	70.12
O'REILLY AUTO PARTS					
3414-413434		16-00-31805		MAINT-VEHICLES	4.48
GUARANTEED TECHNICAL SERV & CONSULT INC					
20170058		16-00-32900		PROOFPOINT ESSENT	69.71
HERITAGE F/S, INC.					
70915		16-00-33300		GASOLINE & OIL	281.69
ACE HARDWARE-CRETE					
137163		16-00-33501		SHOP SUPPLIES	68.33
MENARDS - MATTESON					
35424		16-00-33501		SHOP SUPPLIES	17.49
COMCAST					
011017		16-00-33700		TELEPHONE	51.62
COMCAST					
011017		16-00-33701		CABLE/INTERNET SE	79.90
ILLINOIS STATE POLICE					
123116		16-00-34200		MEDICAL	27.00

TOTAL FOR FUND 16 DEPT. 00 3005.70

TOTAL FOR FUND 16 3005.70

** TOTAL CHECKS TO BE ISSUED	605764.19
01 CORPORATE	30418.11
02 FIRE PROTECTION	25632.14
03 PLAYGROUND/RECREATION	3126.76
04 POLICE PROTECTION	13795.10
06 WATER/SEWER FUND	88921.62
07 ROAD & BRIDGE	4107.66
08 MOTOR FUEL TAX	287520.28
09 ESCROW	146038.20
14 D.A.R.E.	70.00
15 LIABILITY INSURANCE FUND	3128.62
16 H.S.E.M.	3005.70
TOTAL FOR REGULAR CHECKS:	605,764.19

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

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	
ALL IN ONE POSTER COMPANY, 439 S184614	01-00-33500	01/19/17	D549 OFFICE SUPPLIES	108.25
POSTMASTER 440 135	01-00-33600	01/23/17	D550 POSTAGE	10.00
FIRST AMERICAN TITLE INSURA452 49739	01-00-37100	01/24/17	EFT218 NEW-LAND & BUILDI	5500.00
HalfPriceSoft.com 441 2016109511	01-00-37903	01/25/17	D551 NEW-COMPUTER SOFT	295.00
OLD PLANK TRAIL COMMUNITY B449 2434 #24	01-00-40000	01/30/17	EFT215 DEBT SERVICE EXPE	569.61
2434 #24	01-00-41000		DEBT SERVICE EXPE	42.60
TOTAL FOR FUND 01	DEPT. 00			6525.46
TOTAL FOR FUND 01				6525.46
COMCAST BUSINESS 453 012417	02-00-33700	01/24/17	EFT219 TELEPHONE/CELL/AI	515.62
OLD PLANK TRAIL COMMUNITY B450 2428 #24	02-00-40000	01/30/17	EFT216 DEBT SERVICE EXPE	1201.41
2428 #24	02-00-41000		DEBT SERVICE EXPE	89.97
TOTAL FOR FUND 02	DEPT. 00			1807.00
TOTAL FOR FUND 02				1807.00
COMCAST BUSINESS 453 012417	03-30-33700	01/24/17	EFT219 TELEPHONE	199.62
TOTAL FOR FUND 03	DEPT. 30			199.62
MC CASKILL, MARRICO 454 013117	03-51-25200	02/03/17	4492 REGISTRATION FEE-	125.00
AARON ANDRADE 454 020317	03-51-33200	02/03/17	4507 OFFICIALS-BASKETB	80.00
BAKER, COREY 454 020317	03-51-33200	02/03/17	4500 OFFICIALS-BASKETB	15.00
020317	03-51-33200		OFFICIALS-BASKETB	120.00
STEVEN BOWLING 454 020317	03-51-33200	02/03/17	4502 OFFICIALS-BASKETB	80.00
PLAZCKOWSKI, DAVE 454 020317	03-51-33200	02/03/17	4506 OFFICIALS-BASKETB	140.00
MARCUS ISOM 454 020317	03-51-33200	02/03/17	4508 OFFICIALS-BASKETB	160.00
JOHN LUSTIC 454 020317	03-51-33200	02/03/17	4493 OFFICIALS-BASKETB	40.00
ZACH MILSAP 454 020317	03-51-33200	02/03/17	4495 OFFICIALS-BASKETB	30.00
HINZ, NATE 454 020317	03-51-33200	02/03/17	4505 OFFICIALS-BASKETB	40.00
MICHAEL SCHULTZ 454 020317	03-51-33200	02/03/17	4496 OFFICIALS-BASKETB	30.00
ELBERT SHAW 454 020317	03-51-33200	02/03/17	4499 OFFICIALS-BASKETB	25.00
SOBCZYNSKI, TOMMY 454 020317	03-51-33200	02/03/17	4494 OFFICIALS-BASKETB	25.00

DAVID SOWELL	020317	454	03-51-33200	OFFICIALS-BASKETB	140.00
	020317		02/03/17 4503		
STEWART II, GERALD	020317	454	03-51-33200	OFFICIALS-BASKETB	80.00
	020317		02/03/17 4501		
BRIAN WASHINGTON	020317	454	03-51-33200	OFFICIALS-BASKETB	160.00
	020317		02/03/17 4497		
AUSTIN WILSON	020317	454	03-51-33200	OFFICIALS-BASKETB	50.00
	020317		02/03/17 4498		
STEVEN WILSON	020317	454	03-51-33200	OFFICIALS-BASKETB	45.00
	020317		02/03/17 4504		
SAM'S CLUB/SYNCHRONY BANK	846	454	03-51-33200	OFFICIALS-BASKETB	80.00
			02/03/17 4509		
SAM'S CLUB/SYNCHRONY BANK	9062 3346 8127	454	03-51-33930	CONCESSION STAND-	149.80
	9062 3346 8127		02/03/17 4510		
	9062 3346 8127		03-51-33930	CONCESSION STAND-	253.68
	9062 3346 8127		03-51-33930	CONCESSION STAND-	152.82
	9062 3346 8127		03-51-33930	CONCESSION STAND-	9.34

DATE: 02/03/17

=====

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

=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	

=====

TOTAL FOR FUND 03	DEPT. 51			2040.64
-------------------	----------	--	--	---------

TOTAL FOR FUND 03				2240.26
-------------------	--	--	--	---------

COMCAST BUSINESS	453	01/24/17	EFT219	
012417			TELEPHONE/CELL/AI	451.80
OLD PLANK TRAIL COMMUNITY	B445	01/07/17	EFT212	
2183 #34			DEBT SERVICE EXPE	1192.38
OLD PLANK TRAIL COMMUNITY	B447	01/20/17	EFT214	
2358 #27			DEBT SERVICE EXPE	622.73
OLD PLANK TRAIL COMMUNITY	B451	01/31/17	EFT217	
2549 #18			DEBT SERVICE EXPE	1324.97
OLD PLANK TRAIL COMMUNITY	B444	01/05/17	EFT211	
2816 #211			DEBT SERVICE EXPF	656.04
OLD PLANK TRAIL COMMUNITY	B446	01/19/17	EFT213	
2915 #3			DEBT SERVICE EXPE	1083.87
OLD PLANK TRAIL COMMUNITY	B445	01/07/17	EFT212	
2183 #34			DEBT SERVICE EXPE	52.67
OLD PLANK TRAIL COMMUNITY	B447	01/20/17	EFT214	
2358 #27			DEBT SERVICE EXPE	40.77
OLD PLANK TRAIL COMMUNITY	B451	01/31/17	EFT217	
2549 #18			DEBT SERVICE EXPE	100.88
OLD PLANK TRAIL COMMUNITY	B444	01/05/17	EFT211	
2816 #211			DEBT SERVICE EXPE	81.14
OLD PLANK TRAIL COMMUNITY	B446	01/19/17	EFT213	
2915 #3			DEBT SERVICE EXPE	144.02

TOTAL FOR FUND 04	DEPT. 00			5751.27
-------------------	----------	--	--	---------

TOTAL FOR FUND 04				5751.27
-------------------	--	--	--	---------

POSTMASTER	448	01/31/17	D552	
5716			POSTAGE	684.48
COMCAST BUSINESS	453	01/24/17	EFT219	
012417			TELEPHONE	197.93
OLD PLANK TRAIL COMMUNITY	B442	01/02/17	EFT209	
2550 #16			DEBT SERVICE EXPE	741.78
2550 #16			DEBT SERVICE EXPE	60.27

=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	

=====

TOTAL FOR FUND 06	DEPT. 00			1684.46
-------------------	----------	--	--	---------

TOTAL FOR FUND 06			1684.46	
-------------------	--	--	---------	--

OLD PLANK TRAIL COMMUNITY B443		01/02/17	EFT210	
2444 #23	07-00-40000		DEBT SERVICE EXPE	785.98
2444 #23	07-00-41000		DEBT SERVICE EXPE	61.17

TOTAL FOR FUND 07	DEPT. 00			847.15
-------------------	----------	--	--	--------

TOTAL FOR FUND 07			847.15	
-------------------	--	--	--------	--

COMCAST BUSINESS	453	01/24/17	EFT219	
012417	16-00-33700		TELEPHONE	119.44

TOTAL FOR FUND 16	DEPT. 00			119.44
-------------------	----------	--	--	--------

TOTAL FOR FUND 16			119.44	
-------------------	--	--	--------	--

** TOTAL MANUAL CHECKS LISTED 18975.04

** TOTAL OF ALL LISTED CHECKS 624739.23

ORDINANCE NO. 1139

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

AN ORDINANCE ADDING DIVISION 17 TO ARTICLE V OF CHAPTER 22 OF THE
MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING ADULT USE
BUSINESSES FOR THE VILLAGE OF STEGER.

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, studies have shown that the presence of adult use businesses within a community tends to increase undesirable secondary effects on surrounding areas, including, but not limited to, a tendency to attract an undesirable quantity and quality of transients, to negatively affect property values, to cause an increase in crime, especially prostitution, to contribute to the blighting of surrounding neighborhoods, and to encourage the relocation of residents and other businesses; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") have reviewed and analyzed numerous studies, reports, articles, judicial decisions, and the experience and legislative findings of other municipalities in northern Illinois, the Chicago metropolitan region, and similarly situated communities concerning the impacts, or "secondary effects," of sexually oriented businesses and the sale, distribution, and display of sexually oriented materials ("Adult Use Businesses") in the areas in which such activities are located or take place; and

WHEREAS, Adult Use Businesses can cause or contribute significantly to increases in criminal activity in the areas in which they are located or take place, thereby taxing crime prevention, law enforcement, and public health services; and

WHEREAS, Adult Use Businesses, particularly, but without limitation, those that serve or otherwise provide alcoholic liquor in combination with live adult entertainment, often encourage prostitution, increase the frequency of sexual assaults, attract or encourage other related criminal activity, and generally increase public health and safety risks; and

WHEREAS, Adult Use Businesses can cause or contribute significantly to the deterioration of residential neighborhoods, can impair the character and quality of such neighborhoods and the housing located therein, and can inhibit the proper maintenance and growth of residential neighborhoods, limiting or reducing the availability of quality, affordable housing for area residents and reducing the value of property in such areas; and

WHEREAS, Adult Use Businesses can undermine the stability of other established business and commercial uses in the areas in which Adult Use Businesses are located or take place and can cause or contribute significantly to the deterioration of such business and commercial uses, thereby causing or contributing to a decline in such uses, an inhibition on business and commercial growth, and a resulting adverse impact on local government revenues and property values; and

WHEREAS, Adult Use Businesses can have a dehumanizing and distracting influence on young people and students attending schools, can diminish or destroy the enjoyment and family atmosphere of parks, playgrounds, forest preserves, and other public recreational areas, can interfere with or even destroy the spiritual experience of attending church, synagogue, or other places of worship, and can

interfere with or even destroy the opportunity for solemn and respectful contemplation at cemeteries and similar facilities; and

WHEREAS, the presence of Adult Use Businesses is perceived by the public and by neighboring business owners and residents as an indication that the area in which such businesses occur or take place is in decline and deteriorating, a perception that can quickly lead to such decline and deterioration, prompting businesses and residents to flee the affected area to avoid the consequences of such decline and deterioration; and

WHEREAS, the exterior appearance, including signage, of Adult Use Businesses can have an adverse impact on young people and students, can contribute to the decline in property values associated and can otherwise cause or contribute significantly to the adverse impacts and secondary effects of Adult Use Businesses on the areas in which such businesses are located or take place; and

WHEREAS, the conduct of Adult Use Businesses, including specifically, but without limitation, adult cabarets that serve or otherwise provide alcoholic liquor or that provide live nude adult entertainment and other similar conduct, and the operation and use of adult booths, often encourages or allows sexual activities and prostitution, among other things, that place employees and patrons of such businesses at risk to exposure and contraction of sexually transmitted diseases. and

WHEREAS, the Corporate Authorities have determined that it is necessary to enact measures aimed at preventing such secondary effects in the Village; and

WHEREAS, the Illinois Municipal Code provides the Village with the express authority to regulate and license theatricals and other exhibits, shows, and amusements in Section 11-42-5 (65 ILCS 5/11-42-5) and the express authority to

regulate and license certain adult entertainment facilities in Section 11-42-10.2 (65 ILCS 5/11-42-10.2); and

WHEREAS, the secondary effects caused by unregulated Adult Use Businesses constitute public nuisances subject to prevention and abatement by the express authority granted to the Village by Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2); and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary for the health, safety, and welfare of the Village and its residents to regulate and license Adult Use Businesses within the Village; and

WHEREAS, the regulations and licensing requirements set forth herein are intended to prevent the secondary effects stemming from Adult Use Businesses and are not intended to interfere with the protections afforded by the First Amendment of the United States Constitution; and

WHEREAS, the Corporate Authorities have determined that the Municipal Code of Steger, Illinois, as amended (the "Village Code"), should be amended to regulate Adult Use Businesses within the Village; and

WHEREAS, based upon the above findings of fact, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to add Division 17 to Article V of Chapter 22 of the Village Code as set forth below;

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 the Village Code to add Division 17 to Article V of Chapter 22 thereof to regulate Adult Use Businesses, to authorize the President or his designee to take such steps as are deemed necessary to carry out the intent of this Ordinance, and to ratify any actions previously taken that are consistent with the intent of this Ordinance.

**ARTICLE II.
ADDITION OF DIVISION 17 TO ARTICLE V OF CHAPTER 22 OF THE
MUNICIPAL CODE OF STEGER, ILLINOIS**

SECTION 3.0: Amendment to Chapter 22, Article V, Division 17.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Article V, Division 17, which shall have the following title:

DIVISION 17 – ADULT USES.

SECTION 3.1: Amendment to Chapter 22, Section 22-760.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-760, as follows:

Sec. 22-760. Intent and purpose.

The intent and purpose of this Division 17 is to regulate uses which, because of their very nature, are recognized as having serious objectionable characteristics including increased incidences of certain secondary effects, including, but not limited to, prostitution and other criminal activity, a

deleterious effect on business and commerce, and an adverse impact on children.

SECTION 3.2: Amendment to Chapter 22, Section 22-761.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-761, as follows:

Sec. 22-761. Definitions.

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

(a) *Adult use* means and includes:

- (1) *Adult cabarets and/or adult theaters.* Any public or private establishment which: (i) features topless dancers, strippers, or male or female impersonators; (ii) not infrequently, features entertainers who display "specified anatomical areas;" or (iii) features entertainers who by reason of their appearance or conduct perform in a manner which is designed primarily to appeal to the prurient interest of the patron or entertainers who engage in, or engage in explicit simulation of, "specified sexual activities".
- (2) *Adult bookstore.* Any commercial establishments having as a substantial portion of its stock in trade, books, magazines or films for sale or viewing on the premises by use of a motion picture device or other coin-operated means and other periodicals which are distinguished by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", or an establishment with a segment or section devoted to the sale or display of such materials.
- (3) *Adult arcade and/or adult motion picture theater.* Any commercial establishment regardless of its seating capacity designed or used as an indoor theater where for any form of consideration, films, motion pictures, internet media, videocassettes, slides or similar photographic reproductions are regularly shown that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

- (4) Adult entertainment business. Each adult use, including adult arcades, adult bookstores, adult cabarets, adult motion picture theaters, and adult theaters, as defined herein shall constitute a separate adult entertainment business, even if operated in conjunction with another adult entertainment business.
- (5) Adult encounter center. A business or commercial enterprise that, as one of its principal business purposes or as part of a regular or special event, purports to offer physical contact in the form of wrestling or tumbling between persons of the same or opposite sex as a form of entertainment when one or more of the persons is dressed in a manner which displays "specified anatomical areas" or tends to appeal to the prurient interest of the patrons.
- (b) Specified anatomical areas shall mean and include any of the following:
- (1) Less than completely and opaquely covered human genitals, pubic region, buttocks or female breasts below a point immediately above the top of the areolas; or
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.
- (c) Specified criminal activity means any of the following offenses:
- (1) Prostitution or promotion of prostitution; dissemination of obscenity; sale distribution or display of harmful material to a minor; sexual performance by a minor; possession or distribution of child pornography; public lewdness; indecent exposure; indecency with a child; engaged in organized criminal activity; sexual assault; molestation of a child; gambling; or distribution of a controlled substance; or any similar offenses to those described above under the criminal or penal code of other states or countries; and
- (2) For which less than two years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction which is the later date, if the conviction is of a misdemeanor offense; less than five years have elapsed since the date of conviction or the date of release from confinement for conviction whichever is the later date, if the conviction is a felony offense; or less than five years have elapsed since the date of the last conviction or the date of release from confinement from the last conviction, whichever is the later date, if the convictions are of two or more misdemeanor offenses or combination of misdemeanor offenses occurred within any 24-

month period; The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.

(d) Specified sexual activities shall mean and include any of the following:

(1) The fondling or other erotic touching of any specified anatomical areas;

(2) Sex acts, actual or simulated, including intercourse, oral copulation or sodomy;

(3) Masturbation, actual or simulated; or

(4) Excretory function as part of or in connection with any of the activities set forth in (1) through (3) above.

(e) Substantial enlargement shall mean the increase in floor area occupied by the business by more than fifty percent, as such floor areas exists on the effective date of this section.

SECTION 3.3: Amendment to Chapter 22, Section 22-762.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-762, as follows:

Sec. 22-762. License required.

(a) It shall be unlawful for any person to operate an adult use without a valid adult use business license issued by the Village pursuant to this Division.

(b) An application for a license shall be made on a form provided by the Village.

(c) All applicants must be qualified according to the provisions of this Division. The applicant shall provide such information as is required by the Village to determine whether the applicant meets the qualifications established in this Division.

(d) If a person who wishes to operate an adult use is an individual, the person must sign the application for a license as applicant. If a person who wishes to operate an adult use is other than an individual, each individual who has a twenty percent (20%) or greater interest in the business must sign the application for a license as applicant. Each

applicant must be qualified under this Section and each applicant shall be considered a licensee if the license is granted.

- (e) The completed application for an adult use business license shall contain the following information:
- (1) If the applicant is an individual, the individual shall state his legal name and any aliases and submit proof that he is eighteen (18) years of age;
 - (2) If a partnership, the partnership shall state its complete name and the names of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any; and
 - (3) If a corporation or LLC, the corporation or LLC shall state its complete name, the date of incorporation, evidence that the corporation is in good standing under the laws of its state of incorporation, the names and capacity of all officers, directors and principal shareholders, and the name and address of the registered corporate agent; and
 - (4) Whether the applicant has been convicted of any "specified criminal activity", and if so, the "specified criminal activity" involved, the date, place and jurisdiction of each conviction.
 - (5) If the applicant intends to operate the adult use business under a name other than that of the applicant; he must state the business' name and proof of the business' good standing to operate in the State of Illinois.
 - (6) Whether the applicant has had a previous license under this Division or similar ordinances from another city or county denied, suspended or revoked, including the name and location of the business which the permit was denied, suspended or revoked as well as the date of the denial, suspension or revocation. If the applicant has been a partner in a partnership in another jurisdiction or an officer, director or principal stockholder of a corporation that is or was licensed under this Division and a license has previously been denied, suspended or revoked, include the name and location of the business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.
 - (7) Whether the applicant holds any other licenses under this Division or other similar ordinance from another city or county and if so the names and locations of such other licensed businesses.

- (8) A sketch or diagram showing the configuration of the premises including a statement of total floor area occupied by the business. This sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises.

SECTION 3.4: Amendment to Chapter 22, Section 22-763.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-763, as follows:

Sec. 22-763. Issuance of license.

- (a) Within 30 days after receipt of a completed adult use business license application, the Village shall approve or deny the issuance of a license to an applicant. The Village shall approve the issuance of a license unless it determines by a preponderance of the evidence any one or more of the following:
- (1) The applicant is under 18 years of age;
 - (2) The applicant is overdue in payment to the Village of taxes, fees, fines or penalties assessed against or imposed upon him in relation to any business;
 - (3) The applicant has failed to provide information reasonably necessary for the issuance of the license or has falsely answered a question or request for information on the application form;
 - (4) The applicant has been denied a license by the Village to operate an adult use business within the preceding 12 months or whose license to operate an adult use business has been revoked within the preceding 12 months;
 - (5) The premises to be used for the adult use business have not been approved by the fire department and the building department as being in compliance with applicable laws;
 - (6) The license fee required by this Division has not been paid;
 - (7) The applicant has been convicted of a "specified criminal activity"; or
 - (8) The applicant of the proposed establishment is in violation of or is not in compliance with any of the provisions of this Division.

- (b) The license, if granted, shall state on its face the name of the person to whom it is granted, the expiration date, the address of the adult use business. All licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.
- (c) The fire department and building department shall complete their certification that the premises are in compliance or not in compliance with Village codes within twenty (20) business days of receipt of the application by the Village.
- (d) No adult use business license shall be issued unless the use complies with all applicable Village zoning regulations.
- (e) If the premises designated by the applicant are not in compliance with all applicable requirements of this Division and applicable law, the license shall be denied. The Village shall notify the applicant of the denial in writing. The denial shall be deemed effective five (5) days after it is hand delivered to the applicant or placed in the U.S. mail addressed to the applicant, postage prepaid for certified delivery. The denial is a final administrative action and shall be reviewable by the circuit court of the county in which the premises is located.
- (f) A license to operate an adult use shall be operative and valid, unless terminated, suspended or revoked, for a period of January 1 until December 31 of each calendar year. Applications for renewal shall be made at least thirty (30) calendar days before the expiration of the then-current license.
- (g) A license to operate an adult use is not transferable.

SECTION 3.5: Amendment to Chapter 22, Section 22-764.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-764, as follows:

Sec. 22-764. Inspection.

- (a) An applicant or licensee shall permit representatives of the police department, fire department, building department, liquor commissioner or other village or village designated departments or agencies to inspect the premises of the adult use for the purpose of ensuring compliance with this Division at any time it is occupied or open for business.

- (b) A person who operates an adult use or his agent or employee violates this Division if he refuses to permit such lawful inspection of the premises at any time it is occupied or open for business.
- (c) Applicants for the issuance or renewal of an adult use license shall pay a non-refundable application and inspection fee of \$100.00.

SECTION 3.6: Amendment to Chapter 22, Section 22-765.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-765, as follows:

Sec. 22-765. Operation of business.

The following subsections shall govern and control the business of operating an adult use in the Village:

- (a) No person under the age of 18 years shall be allowed on the licensed premises.
- (b) At all times during the hours of operation, there shall be present a manager or other employee of the licensee who shall not be less than 21 years of age.
- (c) No adult use where nude dancing is permitted shall be located on the premises for which a license to sell alcoholic liquor has been issued.
- (d) No licensee licensed under this Division shall permit any employee, entertainer, model, dancer or patron to engage in any live act, demonstration, dance or exhibition on the licensed premises which exposes to public view:
 - (1) Such person's "specified anatomical areas"; or
 - (2) Any device, costume or covering that gives the appearance of or simulates such person's "specified anatomical areas".
- (e) No licensee, his agents or employees shall perform acts or simulate acts of "specified sexual activities".
- (f) Notwithstanding any provisions of this Code to the contrary, any adult use lawfully in existence as of the effective date hereof, which does not conform to the requirements of this Division, shall be abated no later than six (6) months after the effective date of this Division; provided however, that upon written request to the Village such abatement shall be extended for an additional six (6) month period.

- (g) No person shall cause or permit the establishment of more than one adult use business in the same building, structure or portion thereof, or increase the floor area on any adult use in any building or portion thereof containing another adult use.
- (h) No adult use business shall be open for business between the hours of 2 a.m. and 9 a.m. prevailing time on any day.
- (i) No booths, stalls or partitioned portions of a room or individual rooms used for the viewing of motion pictures or other forms of entertainment shall have doors, curtains or portal partitions, but all such booths, stalls or partitioned portions or a room or individual rooms so used shall have at least one side open to an adjacent public room so that the area inside is visible to persons in the adjacent public room. All such described areas shall be lighted in such a manner that the persons in the areas used for viewing motion pictures or other forms of entertainment are visible from the adjacent public rooms, but such lighting shall not be of such intensity as to prevent the viewing of the motion pictures or other offered entertainment.
- (j) All dancing shall occur on a stage intended for that purpose that is raised at least two (2) feet from the level of the floor. No dancing shall occur closer than ten (10) feet to any patron. In addition, no dancer shall fondle, caress or otherwise touch any patron and no patron shall fondle, caress or otherwise touch any dancer. No patron shall directly pay or give any gratuity to any dancer and no dancer shall solicit any pay or gratuity from any patron. Gratuities may be indirectly given to dancers by placing the gratuity on the stage.

SECTION 3.7: Amendment to Chapter 22, Section 22-766.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-766, as follows:

Sec. 22-766. Exterior display.

No adult use shall be conducted in any manner that permits the observation of any material depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", from any public way. This provision shall apply to any display, decoration, sign, show window or other opening.

SECTION 3.8: Amendment to Chapter 22, Section 22-767.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-767, as follows:

Sec. 22-767. Suspension.

The Village may suspend a license for a period not to exceed 30 days if, after a hearing, it determines that a licensee or an employee of a licensee:

- (a) Violated or is not in compliance with any section of this Division; or
- (b) Refused to allow an inspection of the adult use business premises as authorized by this Division; or
- (c) Has been convicted of a "specified criminal activity"; provided however, no hearing shall be required prior to such suspension.

SECTION 3.9: Amendment to Chapter 22, Section 22-768.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-768, as follows:

Sec. 22-768. Revocation.

- (a) The Village shall revoke a license, after a hearing, if it determines that:
 - (1) A licensee gave false or misleading information in the material submitted during the application process;
 - (2) A licensee has knowingly allowed possession, use or sale of controlled substances on the premises;
 - (3) A licensee has knowingly allowed prostitution on the premises;
 - (4) A licensee knowingly operated the adult use business during a period of time when the licensee's license was suspended;
 - (5) A licensee has knowingly allowed any act of sexual intercourse, sodomy, oral copulation, masturbation or other sex act to occur in or on the licensee's premises;
 - (6) A licensee is delinquent in payment to the Village, county or state for any taxes or fees passed due;

- (7) A licensee has knowingly or intentionally facilitated the commission of the offense of public indecency;
 - (8) The licensee is convicted of a "specified criminal activity;" or
 - (9) There are grounds for the suspension of a licensee's license on two (2) or more occasions within any twelve (12) month period.
- (b) If the Village revokes a license, the revocation shall continue for one year. If subsequent to revocation, the Village finds that the factual basis for the revocation did not occur, the applicant may be granted a license.
- (c) After suspension or revocation of any license, the licensee may seek prompt judicial review of such action in any court of competent jurisdiction.

SECTION 3.10: Amendment to Chapter 22, Section 22-769.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-769, as follows:

Sec. 22-769. Nuisance declared.

Any adult use operated or maintained in violation of this Code shall be and the same is hereby declared to be unlawful and a public nuisance. The Village may, in addition to or in lieu of any other remedies set forth in this Division, commence an action to enjoin, remove or abate such nuisance in the manner provided by law and shall take such other steps and apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such public nuisance, and restrain or enjoin any person from establishing, operating or maintaining an adult use business contrary to the provisions of this Code.

SECTION 3.11: Amendment to Chapter 22, Section 22-770.

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by inserting Chapter 22, Section 22-770, as follows:

Sec. 22-770. Penalty.

Any person, partnership or corporation violating the terms or conditions of this

Division is subject to a fine of not less than \$100.00 and not more than \$750.00 per offense. In addition to any fines which may be levied under this Division, any licensee operating in violation of this Division shall be subject to suspension or revocation of their business license.

**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.

PASSED this 6th day February, 2017.

Carmen S. Recupito, Jr., Village Clerk

APPROVED this 6th day of February, 2017.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:
Voting in favor:
Voting against:
Not voting:

THE VILLAGE OF STEGER
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE
NO. 1140

**AN ORDINANCE OF THE VILLAGE OF STEGER, COOK AND WILL
COUNTIES, STATE OF ILLINOIS, REVISING THE LEGAL
DESCRIPTION FOR THE VILLAGE OF STEGER CHICAGO ROAD TAX
INCREMENT FINANCING REDEVELOPMENT PROJECT AREA TO
ELIMINATE A SCRIVENER'S ERROR**

Passed by the Corporate Authorities, February 6, 2017

Printed and Published, February 6, 2017

Printed and Published in Pamphlet Form
By Authority of the Corporate Authorities

VILLAGE OF STEGER
COOK AND WILL COUNTIES, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

ORDINANCE NO. 1140

AN ORDINANCE OF THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, STATE OF ILLINOIS, REVISING THE LEGAL DESCRIPTION FOR THE VILLAGE OF STEGER CHICAGO ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA TO ELIMINATE A SCRIVENER'S ERROR

WHEREAS, the Village of Steger is a municipality duly formed and existing under the laws and Constitution of the State of Illinois;

WHEREAS, on March 7, 2016, through the passage and approval of the following ordinances (the *TIF Ordinances*), the Village established tax increment financing to effectuate a redevelopment plan (the *Redevelopment Plan*) for the Village of Steger Chicago Road Tax Increment Financing Redevelopment Project Area (the *TIF District*) under and pursuant to the provisions of 65 ILCS 5/11-74.4-1, *et seq.* (the *TIF Act*):

- Ordinance No. _____, An Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Village of Steger Chicago Road Tax Increment Financing Redevelopment Project Area;
- Ordinance No. _____, An Ordinance Designating the Village of Steger Chicago Road Tax Increment Financing Redevelopment Project Area; and,
- Ordinance No. _____, An Ordinance Adopting Tax Increment Allocation Financing for the Village of Steger Chicago Road Tax Increment Financing Redevelopment Project Area;

WHEREAS, the TIF Ordinances and exhibits thereto contain a scrivener's error within the legal description for the TIF District as identified in Exhibit "A" hereto;

WHEREAS, the Village is desirous of revising the legal description of the TIF District, as set forth in the TIF Ordinances and exhibits thereto, so as to eliminate the scrivener's error and conform the legal description of the TIF District to the TIF District boundary map, tax parcel list, and in accordance with the Village's original intention.

WHEREAS, it is desirable and necessary to correct the legal description set forth in the Prior Ordinances and attached hereto as Exhibit A of this Ordinance, because said legal description contains a minor scrivener's error which does not alter the boundaries of the redevelopment project area from the boundaries that were set forth in maps contained in the Prior Ordinances and that were intended and adopted by the Village Council.

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

Section 1

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of the Village of Steger and are expressly incorporated herein as a part of this ordinance.

Section 2

The Scrivener's error is hereby corrected by the replacement of Exhibit "A" with the true legal description as provided hereto as Exhibit "A-1". Exhibit "A-1" attached hereto and made part hereof include corrections by inserting modifications required to eliminate said Scrivener's errors and places said legal description in the form as such was intended to be included but were not properly written due to the Scrivener's error.

Section 3

The legal description set forth in Section 2 of this ordinance shall be deemed attached to and included in the TIF Ordinances and exhibits thereto in substitution for, and replacement of, any and all legal descriptions containing the scrivener's error, as if originally passed and approved with the same.

Section 4

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 5

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

Section 6

This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Steger this 6th day of February, 2017.

EXHIBIT A
REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION
WITH ORIGINAL AREA

EXHIBIT A-1

**VILLAGE OF STEGER CHICAGO ROAD TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA – CORRECTED FINAL LEGAL**

Ordinance No. 1140

ADOPTED

This 6th Day of February, 2017

APPROVED By Mayor

This 6th Day of February, 2017

KENNETH A. PETERSON, MAYOR

ATTEST:

VILLAGE CLERK



Steger-South Chicago Heights
Public Library

January 20, 2017

Dear Trustees of the Steger Village Board and Mayor Peterson,

The Steger-South Chicago Heights Public Library would like to request permission from the village to host a Movie in the Park Night on Friday, July 28, 2017 in Veteran's Park. In the past, we have shown the movie by the pavilion and we would like to use the same location this year. We will start to set up for the event between 6:30 and 7:00 pm with the movie starting at dusk. Should it be necessary to reschedule the movie we would like to have the following Friday, August 4, 2017.

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

Sincerely,

Jamie Paicely
Library Director



STEGER UNIT 521

January 19 2017

To The Steger Village Board,

Our American Legion Auxiliary unit 521, in order to raise money for disabled veterans and their families is sponsoring a Poppy drive.

We are requesting your permission to sell Poppies on the corners of Route 1 and Steger road on Saturday May 27th 2017 and Monday May 29th 2017 from 9:30 am to 4:30 pm.

The disabled Veterans and the Ladies Auxiliary unit 521 appreciated your support.

Sincerely,

Susan Szeszol
Auxiliary President

34 W. 34th Street, Steger, IL 60475

Cynthia A. Pauley

From: Mike Tilton
Sent: Monday, January 23, 2017 10:53 AM
To: Cynthia A. Pauley
Subject: FW: Board meeting

Agenda

From: Susan Rubien [mailto:suzyq75@att.net]
Sent: Thursday, January 19, 2017 12:09 PM
To: Mike Tilton <MTilton@villageofsteger.org>
Subject: Board meeting

April 29th

Good afternoon. My name is Sue Rubien and I am writing you on behalf of Steger Little League. We would like to have a request put on the agenda for the next board meeting.

We would like to have our opening day started with our annual parade down Steger Road. We will be lining up at the Community Center @ 10:30 and the parade would kick off at 11. We would head down north on Hopkins to Steger Road then west to Morgan then north to the ball field. I look forward to hearing from you.

Thank You
Sue Rubien
Information Officer
Steger Little League
708-595-7199

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

Steger Police Department

Agency Name

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

Pursuant to the FY 2017
Surcharge Reallocation Grant Program

Effective December 1, 2016 to October 31, 2017

DATED: **02/06/17**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM
BOARD
AND THE MUNICIPAL AGENCY OR PUBLIC SAFETY ANSWERING POINT
KNOWN AS**

Steger Police Department

Agency Name

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

This AGREEMENT is made and entered into on the 6th day of February, 2017, by and between the WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the MUNICIPAL AGENCY or Public Safety Answering Point (hereafter referred to as "PSAP" known as **Steger Police Department**(hereafter referred to as "MUNICIPAL AGENCY or PSAP").

WHEREAS, the ETSB has created a Surcharge Reallocation program as outlined in "exhibit one", attached hereto, and hereby incorporated by reference; and

WHEREAS, the MUNICIPAL AGENCY or PSAP has agreed to participate in said Surcharge Reallocation program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this AGREEMENT and the attached "Exhibit One," the sufficiency of which are hereby acknowledged, the ETSB, and the MUNICIPAL AGENCY or PSAP agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "Exhibit Two" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.
- B. That this Surcharge Reallocation is expressly given by the ETSB to the MUNICIPAL AGENCY or PSAP as a single Surcharge Reallocation for specific qualifying goods and/or services in accordance with "Exhibit Two", and is not to be construed as a continuing Surcharge Reallocation for this, or any other purpose.
- C. That this Surcharge Reallocation is not a continuing Surcharge Reallocation but is limited to a one time only agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Reallocations or extensions are to be allowed.

- D. The term of the Agreement will take effect as of December 1, 2016 and continue through October 31, 2017.
- E. The receiving agency acknowledges that all purchases made by it shall be legal, proper and in accordance with the "Emergency Telephone System Act", 50 ILCS 750.
- F. That attached hereto, and hereby incorporated by reference as "Exhibit One", is the specific dollar amount of the Surcharge Reallocation as approved by the ETSB.
- G. That attached hereto, and hereby incorporated by reference as "Exhibit Three", is the Contact Information-Project Proposal form that shall be completed by the MUNICIPAL AGENCY or PSAP and returned to the ETSB with this executed agreement.
- H. That attached hereto, and hereby incorporated by reference as "Exhibit Four", is the Surcharge Expenditure Audit Report form that shall be completed by the MUNICIPAL AGENCY or PSAP in accordance with "Exhibit Two".

I. MISCELLANEOUS

1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
2. Binding effect: This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties.
3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable and the remainder of the AGREEMENT shall survive.
4. Notice: All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
5. Governing law: This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
6. Amendment: This AGREEMENT and attached exhibits contains the entire agreement of the parties and shall supersede any prior agreements or understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.

7. Compliance with laws: The parties agree that they will each observe and comply with all applicable federal, state and local laws that affect performance under this AGREEMENT.
8. Indemnification: The MUNICIPAL AGENCY or PSAP hereby hold harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. MUNICIPAL AGENCY or PSAP agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency.
10. Forfeiture: Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.
11. Term of agreement: The term of said agreement will take effect as of December 1, 2016 and continue through October 31, 2017.
12. The agency shall pay all reasonable attorneys' fees to the ETSB for any action necessary to enforce any part of this agreement.

SIGNED:

WILL COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

BY: _____
Julie Ponce-Doyle, CHAIRPERSON

DATED _____

NAME OF MUNICIPAL AGENCY or PSAP - Steger Police Department

SIGNATURE: _____

NAME AND TITLE (printed): Kenneth A. Peterson Jr., Village President

DATED: 02/06/17

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

Steger Fire Department

Agency Name

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

Pursuant to the FY 2017
Surcharge Reallocation Grant Program

Effective December 1, 2016 to October 31, 2017

DATED: **02/06/17**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM
BOARD
AND THE MUNICIPAL AGENCY OR PUBLIC SAFETY ANSWERING POINT
KNOWN AS**

Steger Fire Department

Agency Name

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

This AGREEMENT is made and entered into on the 6th day of February, 2017, by and between the WILL COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the MUNICIPAL AGENCY or Public Safety Answering Point (hereafter referred to as "PSAP" known as **Steger Fire Department**(hereafter referred to as "MUNICIPAL AGENCY or PSAP").

WHEREAS, the ETSB has created a Surcharge Reallocation program as outlined in "exhibit one", attached hereto, and hereby incorporated by reference; and

WHEREAS, the MUNICIPAL AGENCY or PSAP has agreed to participate in said Surcharge Reallocation program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this AGREEMENT and the attached "Exhibit One," the sufficiency of which are hereby acknowledged, the ETSB, and the MUNICIPAL AGENCY or PSAP agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "Exhibit Two" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.
- B. That this Surcharge Reallocation is expressly given by the ETSB to the MUNICIPAL AGENCY or PSAP as a single Surcharge Reallocation for specific qualifying goods and/or services in accordance with "Exhibit Two", and is not to be construed as a continuing Surcharge Reallocation for this, or any other purpose.
- C. That this Surcharge Reallocation is not a continuing Surcharge Reallocation but is limited to a one time only agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Reallocations or extensions are to be allowed.

- D. The term of the Agreement will take effect as of December 1, 2016 and continue through October 31, 2017.
- E. The receiving agency acknowledges that all purchases made by it shall be legal, proper and in accordance with the "Emergency Telephone System Act", 50 ILCS 750.
- F. That attached hereto, and hereby incorporated by reference as "Exhibit One", is the specific dollar amount of the Surcharge Reallocation as approved by the ETSB.
- G. That attached hereto, and hereby incorporated by reference as "Exhibit Three", is the Contact Information-Project Proposal form that shall be completed by the MUNICIPAL AGENCY or PSAP and returned to the ETSB with this executed agreement.
- H. That attached hereto, and hereby incorporated by reference as "Exhibit Four", is the Surcharge Expenditure Audit Report form that shall be completed by the MUNICIPAL AGENCY or PSAP in accordance with "Exhibit Two".

I. MISCELLANEOUS

1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
2. Binding effect: This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties.
3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable and the remainder of the AGREEMENT shall survive.
4. Notice: All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
5. Governing law: This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
6. Amendment: This AGREEMENT and attached exhibits contains the entire agreement of the parties and shall supersede any prior agreements or understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.

7. Compliance with laws: The parties agree that they will each observe and comply with all applicable federal, state and local laws that affect performance under this AGREEMENT.
8. Indemnification: The MUNICIPAL AGENCY or PSAP hereby hold harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. MUNICIPAL AGENCY or PSAP agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency.
10. Forfeiture: Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.
11. Term of agreement: The term of said agreement will take effect as of December 1, 2016 and continue through October 31, 2017.
12. The agency shall pay all reasonable attorneys' fees to the ETSB for any action necessary to enforce any part of this agreement.

SIGNED:

WILL COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

BY: _____
Julie Ponce-Doyle, CHAIRPERSON

DATED _____

NAME OF MUNICIPAL AGENCY or PSAP - Steger Fire Department

SIGNATURE: _____

NAME AND TITLE (printed): Kenneth A. Peterson Jr., Village President

DATED: 02/06/17

INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
LARAWAY COMMUNICATIONS CENTER

THIS AGREEMENT, entered into on the effective date hereinafter set forth for the establishment of a consolidated dispatch center to be called "Laraway Communications Center", by and between the VILLAGE OF BEECHER, an Illinois municipal corporation, the CITY OF BRAIDWOOD, an Illinois municipal corporation, the VILLAGE OF CRETE, POLICE, and FIRE an Illinois municipal corporation, the VILLAGE OF FRANKFORT, an Illinois municipal corporation, the VILLAGE OF MANHATTAN, an Illinois municipal corporation, the VILLAGE OF MOKENA, an Illinois municipal corporation, the VILLAGE OF MONEE, an Illinois municipal corporation, the VILLAGE OF NEW LENOX, an Illinois municipal corporation, the VILLAGE OF PEOTONE, an Illinois municipal corporation, the VILLAGE OF ROCKDALE, an Illinois municipal corporation, the VILLAGE OF ROMEOVILLE, POLICE, and FIRE an Illinois municipal corporation, the VILLAGE OF SOUTH CHICAGO HEIGHTS, POLICE, and Fire an Illinois municipal corporation, the VILLAGE OF STEGER, POLICE, and FIRE an Illinois municipal corporation, the VILLAGE OF UNIVERSITY PARK, POLICE, and FIRE an Illinois municipal corporation, the BEECHER FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the CRETE TOWNSHIP FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the EAST JOLIET FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the FRANKFORT FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the MANHATTAN FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the MOKENA FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the MONEE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the NEW LENOX FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the PEOTONE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the STEGER ESTATES FIRE PROTECTION DISTRICT, an Illinois Fire Protection District, the FOREST PRESERVE DISTRICT OF WILL COUNTY, a body politic, and the COUNTY OF WILL, a body politic, hereinafter each is sometimes referred to individually as "Agency" or "Member Agency" and they are collectively referred to as the "Agencies" or Member Agencies."

W I T N E S S E T H:

WHEREAS, by Public Act 099-0006, effective January 1, 2016, the Illinois General Assembly has amended the Emergency Telephone System Act, 50 ILCS 750 *et. seq.* and mandated that Public Safety Answering Points ("PSAPs") in Counties with populations of at least 250,000 but less than 1,000,000 be consolidated to reduce the number of PSAPs by at least 50%; and

WHEREAS, the Agencies believe that it is in the best interest of their residents to establish by this Intergovernmental Agreement a consolidated dispatch center to be called the "Laraway Communications Center" to provide for the management and operation of a PSAP and have further determined that establishment of this joint venture will further the goal of consolidation in the Act; and

WHEREAS, pursuant to the Act, a plan of consolidation that includes the Laraway Communications Center as a PSAP has been submitted to the Statewide 9-1-1 Administrator; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Article 5, Section 220/1 of the Illinois Compiled Statutes, authorize the joint exercise by two or more units of governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom, and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Consolidated Dispatch Center Established. Pursuant to the joint powers authorized by the Illinois Constitution, and the statutes of the State of Illinois, and those specific powers set forth in the Act, the undersigned do hereby form a consolidated dispatch center to be known as the "Laraway Communications Center" (hereinafter sometimes referred to as "LARAWAY") which shall consist of all of the parties hereto and also those local governments which may hereinafter become signatory hereto (hereinafter sometimes collectively referred to as the "Agencies"). LARAWAY shall provide public safety and emergency telecommunications services to the Agencies and any other entities which may from time to time contract with LARAWAY for services.
2. By-Laws. LARAWAY shall be subject to and shall be governed by the By-Laws attached hereto as Exhibit "A" and by this reference made a part of this Agreement (hereinafter sometimes referred to as "By-Laws") together with any amendments which may be made to said By-Laws in the manner and means therein set forth.
3. LARAWAY Participation. Each Member Agency is a member of LARAWAY and is entitled to the rights and privileges and is subject to the responsibilities and obligations of such membership, all as provided herein and in the By-Laws.
4. LARAWAY Powers. LARAWAY shall have all the powers identified in the By-Laws and such other powers as may be necessary and incidental to carrying out the terms and effectuating the purposes of this Agreement and the By-Laws in its own name to make and enter into contracts, to employ agents and employees, to accept contributions, to acquire and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purpose.

5. Property Lease. Upon the effective date of this Agreement by all the parties hereto, the Lease between LARAWAY and Will County attached hereto as Exhibit "B" shall be executed by and on behalf of LARAWAY (once negotiated).
6. Start-up Fees. Each Member Agency listed above will contribute a 10 % startup contribution of the Member Agency's share of the initial budget for the initial year of operation by June 1, 2017. This startup fee will be considered part of their first year's budget for each Agency.
7. Agency Equipment. Each Agency will be responsible for the costs of the acquisition, installation, and maintenance of the equipment which is unique to that Agency and not a benefit to LARAWAY as a whole. Examples of such unique equipment include, but are not limited to, squad car and fire equipment, radios and pagers. Any dispute which arises as to whether a cost or expense of any such equipment or service should be borne by the Agency or by LARAWAY shall be resolved by appeal to the LARAWAY Board of Directors who will hold a special meeting within 30 days of the appeal. The decision of a majority of the LARAWAY BOARD OF DIRECTORS shall be final.

All property, real or personal, acquired by LARAWAY shall be owned in the name of LARAWAY who shall own and hold such property for the benefit of and subject to the equitable interests of the Agencies.

8. Alarm Connections: Except as otherwise expressly provided in this Agreement, nothing in this Agreement or in any provisions of the LARAWAY Bylaws shall constitute or be deemed an amendment to any existing ordinances or codes adopted from time to time by any party to this Agreement pertaining in any way to emergency communications, alarm requirements or alarm connection or monitoring requirements applicable to building owners, occupants or users within or subject to the jurisdiction of such a party to this Agreement, and the same shall at all times remain in full force and effect within the jurisdiction of such party in accordance with the terms thereof.
9. Amendment. This Agreement may not be amended, except by written agreement and duly authorized ordinances adopted by each of the parties hereto; however, the By-Laws may be amended from time to time by the method and means provided therein.
10. Duration. This Agreement and LARAWAY shall continue in effect for twenty (20) years or until terminated in the manner provided in the By-Laws. Upon termination, the assets of LARAWAY shall be disposed of in the manner set forth in the By-Laws.

11. Ordinance Authorizing. Prior to execution of this Agreement, each Agency shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of this Agreement.
12. Effective Date. This Agreement shall become effective on the 1st day of February 2017.

IN WITNESS WHEREOF, the undersigned Agencies have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

Attest:

VILLAGE OF BEECHER

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

CITY OF BRAIDWOOD

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

VILLAGE OF CRETE

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

VILLAGE OF FRANKFORT

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

VILLAGE OF MANHATTAN

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

VILLAGE OF MOKENA

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

VILLAGE OF MONEE

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF NEW LENOX

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF PEOTONE

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF ROCKDALE

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF ROMEOVILLE

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF SOUTH CHICAGO
HEIGHTS

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF STEGER

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

VILLAGE OF UNIVERSITY PARK

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

BEECHER FIRE PROTECTION DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

CRETE TOWNSHIP FIRE PROTECTION DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

EAST JOLIET FIRE PROTECTION DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

FRANKFORT FIRE PROTECTION DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

MANHATTAN FIRE PROTECTION DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

MOKENA FIRE PROTECTION
DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

MONEE FIRE PROTECTION
DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

NEW LENOX FIRE PROTECTION
DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

PEOTONE FIRE PROTECTION
DISTRICT

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

STEGER ESTATES FIRE
PROTECTION
DISTRICT

By: _____
Its: _____

FOREST PRESERVE DISTRICT OF
WILL COUNTY

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

By: _____
Its: _____

Attest:

By: _____
Date: _____
Approved by Ordinance No. _____

SHERIFF OFFICE OF WILL COUNTY

By: _____
Its: _____

- B. The indemnification authorized herein (unless ordered by a court or required by law) shall be made by LCC if in its sole determination it finds that the director, officer, employee, or agent met the applicable standard of conduct set forth in paragraph A above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.
- C. Expenses incurred in defending a civil action, suit or proceeding may be paid by LCC in advance of the final disposition of such actions, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by LCC as authorized in the Article XV.

Article XVI - Amendment:

- A. Amendment to these By-Laws may be proposed by any member of the Board of Directors or by any member of the Executive Board or the Operating Committee. To be considered, the amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.
- B. A two-thirds (2/3) majority vote of the Board of Directors then holding office shall be required to adopt any amendment to these By-Laws.
- C. These by-laws should be reviewed every two years by the Board of Directors.

Article XVII Public Works/Administrative Dispatching:

Subject to approval of the LCC Board of Directors, and LCC capabilities, each Agency may receive EMA/ESDA, public works and/or administrative dispatching services from LCC at no additional cost to the Agency provided, however, that the requesting Agency shall bear the costs of any additional equipment necessary to facilitate such services.

Adopted by the Board of Directors this

_____ Day of _____, 20____

Chairman, Board of Directors

BY-LAWS OF THE LARAWAY COMMUNICATIONS CENTER

Article I - Purpose:

The Laraway Communications Center (hereinafter sometimes referred to as LCC) is an intergovernmental association established by participating local governmental entities (hereinafter sometimes referred to individually as "Agency" or collectively as "Agencies" or "Member(s)" in accordance with a certain "Intergovernmental Agreement," a copy of which is attached hereto as Exhibit "A" (hereinafter referred to as the "Agreement"), and pursuant to legal authority conferred by the State of Illinois, for the purpose of providing equipment, services, and other items necessary and appropriate for the establishment, operation and ongoing maintenance of a combined public safety telecommunications system for the mutual benefit of the members of LCC, to provide such services on a contractual basis to other units of local government or groups having a need, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety telecommunications and its related data processing systems, and such other related technical projects of a similar nature which may be beneficial to the member agencies and participants.

Article II - Powers and Duties:

LCC shall have all the powers identified in the Agreement and such other powers as may be necessary and incidental to carrying out the terms and effectuate the purposes of the Agreement and these By-Laws. LCC shall provide public safety telecommunication services to the Agencies and such other agencies or entities which might from time to time contract with LCC for such services.

Article III - Members:

- A. All cities, counties, villages, fire protection districts, and other units of local government, as well as other providers of public safety services, which are enabled by Illinois law to contract or otherwise associate with other local government entities for the purpose set forth herein may participate in LCC as provided herein.
- B. It is the intention of these By-Laws that LCC membership shall be limited to those organizations which have a public responsibility for the provision of life-safety services and other public safety services as may be recognized from time to time by the then members.
- C. Membership shall be contingent upon a Member's (i) execution of the Agreement (ii) delivery to LCC of a duly certified ordinance in proper form authorizing and directing such member's execution of the Agreement and its agreement to be bound by these By-Laws as amended from time to time and written acceptance by the new Member of its allocable portion of all existing and future debts and

liabilities of LCC; (iii) payment to LCC of all required fees and charges then due and owing as determined pursuant to these bylaws; and (iv) continuing payment by the member of such fees as may be determined by the Board of Directors. New members shall be admitted only upon a two-thirds vote of the then members of the Board of Directors.

- D. If an emergency services organization outside of LCC requests a quote for Membership, that Agency will pay a \$5,000.00 non-refundable fee to LCC before any quote is given. If the Agency is accepted to join LCC the \$5,000.00 will be applied to the Agency's first month's payment.
- E. Participation of members in the affairs of the LCC shall be through their respective representatives designated to serve on the LCC Board of Directors, Executive Board and Operating Committee.

Article IV - Board of Directors:

- A. There is hereby established a Board of Directors of LCC (hereinafter sometimes referred to as the "Board") which shall consist of one representative for each primary police or fire Agency member of LCC and signatory to the IGA and these by-laws. Each representative and his or her alternate shall be an elected, hired, or appointed official of the subject Agency and possess the authority to act on behalf of the Agency. It is the responsibility of each Agency to keep the Board of Directors informed as to the name and contact information of their representatives.
 - 1. Officers: Every other year at its January meeting, the Board of Directors shall elect one of its members to serve as the Chairman, Vice-Chairman, and Secretary until the next election cycle. Mid-term vacancies shall be filled for the remainder of the term by a member from the same Agency.
 - 2. Officers shall serve a two year term or until their successors are elected.
 - 3. The Board of Directors shall determine the general policies of LCC and shall have the duty and authority to hire auditors and attorneys, to approve amendments to these By-Laws, to accept new members, and to determine and approve the annual budget.
 - 4. The Board may establish rules governing its own conduct and procedures.
- B. Each police and fire Agency entitled to a seat on the Board of Directors shall have one vote thereon.
 - 1. A Board member or his or her designated alternate shall be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chairman of the Board shall cast a second and deciding vote.

2. If any Board member ceases to be affiliated with the appointing Agency for any reason, the seat shall be declared vacant and such seat on the Board shall be filled by that Agency's designated alternate until a successor is duly appointed and qualified.
 3. No person who is a member of the Operating Committee may serve on the Board or as the designated alternate to the Board.
 4. All voting members of all Boards or Committees shall be current with all payments to be allowed to vote and to maintain his/her position on the respective Board or Committees. (See Articles X and XII).
- C. A quorum for the transaction of all business by the Board shall consist of a majority of the Board Members then holding office.
- D. No person serving on the Board shall receive any salary or compensation from LCC, or from any vendors or contractual service providers of LCC for acting as a Board member.
- E. The Chairman shall preside over all meetings of the Board and shall have such powers as are conferred upon him by the Board and these By-Laws.
- F. In the absence of the Chairman or in the event of his/her refusal or inability to act, the Vice-Chairman shall perform the duties of the Chairman and when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chairman.
- G. The Recording Secretary shall work with a designated LCC staff member chosen by the Executive Director of Communications to:
1. Draft and electronically hold the minutes of the Board meetings and verify that the minutes are distributed to the Board.
 2. See that all notices are duly given in accordance with the provisions of these By-Laws and/or as required by law;
 3. Be custodian of the records of LCC and perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the Chairman or by the Board.

Article V - Meetings of the Board of Directors:

- A. All meetings of the Board shall, except to the extent that these By-Laws impose more strict requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Board shall be held four times per year in January, April, July, and October. The meeting in January shall be the

Board's "Annual" meeting. The time, date and location of all regular meetings of the Board shall be determined by its Chairman. Special meetings of the Board may be called by its Chairman or any five (5) of its members, provided that at least ten (10) days prior written notice is given to each Board member, except in the event of an emergency, and an agenda specifying the subject of such special meeting shall accompany such notice. Except when a bona fide emergency exists, business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board shall be determined in the call for the meeting.

- B. Notice of the regular meeting of the Board shall be given to the Board members at least five (5) days prior to such meeting and an agenda for such meeting shall accompany the notice; however, discussion at regular meetings shall not be limited to the matters set forth in the agenda, no action can be taken on non-agenda items.
- C. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board.

Article VI - Executive Board:

- A. The Executive Board shall consist of seven members of the Board of Directors: three members representing police agencies (one from each population subgroup), three members representing fire agencies (one from each population subgroup) and a seventh member from the Sheriff's Office. The members from the police and fire agency population subgroups will be elected by simple majority vote of the three population subgroups of the Board of Directors (Exhibit "B") at a vote held every other year at the April Board of Director's meeting, or otherwise in conjunction with the last meeting of the Board of Directors before the end of the fiscal year. Executive Board members shall serve two year terms, or until their successors are elected.
- B. Population subgroups will be determined every other year at the Annual Meeting of the Board of Directors. Population will be defined by the last official U.S. or special census for the Agency. The Forest Preserve District of Will County will have a population of zero "0." The police and fire agencies will be divided by population into three equal subgroups. In the event of unequal numbers, the smaller subgroup will contain the extra Agency and then the mid-size subgroup. The population ranking will be repeated on an every other year basis at the April Board of Director's meeting or otherwise in conjunction with the last meeting of the Board of Directors before the end of the fiscal year..

Article VII - Executive Board Officers:

- A. Officers of the Executive Board shall consist of a Chairman, Vice-Chairman, Treasurer, and Recording Secretary. All officers shall be elected by and from the Members of the Executive Board.

- B. Executive Board Officers shall be elected every two years and shall serve a two-year term or until their successors are elected. New officers shall be elected and take office after the April regular meeting of the Board of Directors.
- C. A vacancy shall immediately occur with the resignation, removal, or death of the person holding such office or upon his/her ceasing to serve in his/her capacity with the Agency. Upon a vacancy occurring in any office, the effected Agency may appoint a successor to fill the vacancy.
- D. The Executive Board may establish rules for its own procedure and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois, these By-Laws or the Agreement. A quorum for the transaction of all business of the Executive Board shall consist of a majority of its members. The Executive Board rules of procedure shall be approved by the Board of Directors and updated annually as needed.
- E. All meetings of the Executive Board shall, except to the extent that these By-Laws impose more strict requirements, be held in accordance with the Open Meetings Act of the State of Illinois.
- F. The Executive Board will meet once each month. The minutes of all Executive Board meetings will be distributed to the members of the Board of Directors once approved.
- G. Notice of regular meetings of the Executive Board shall be given to each member thereof not less than (5) five days prior to such meeting, and an agenda shall accompany such notice. Special meetings of the Board may be called by its Chairman or any three (3) of its members. At least forty-eight (48) hours prior written notice of special meetings shall be given to each member of the Executive Board and an agenda specifying the subject of such special meeting shall accompany such meeting notice. Except when a bona fide emergency exists, business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board shall be determined in the call for the meeting by its Chairman.
- H. The Executive Board shall have the authority to contract with other entities, organizations or units of government, for the use of LCC facilities, equipment and services and to establish appropriate charges therefore, subject to the policies determined by the Board of Directors.
- I. Subject to the policies established by the Board of Directors and within the limits fixed by an approved budget (and authorized transfers as provided herein), the Executive Board shall oversee the daily operating affairs of LCC. The Executive Board shall not expend funds or incur obligations in an amount exceeding Twenty Thousand Dollars (\$20,000.00) per occurrence without the prior consent of the

Board of Directors provided, however, that in the event of an actual emergency the Executive Board may expend amounts in excess of Twenty Thousand Dollars (\$20,000.00) in order to secure the continued operations of LCC.

- J. The Recording Secretary shall work with a designated LCC staff member chosen by the-Executive Director of Communications to:
 - 1. Review and hold the minutes of the Board meetings electronically, and verify that the minutes are distributed.
 - 2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;
 - 3. Be custodian of the records of LCC and perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the Chairman or by the Board.
- K. Executive Board Members of LCC shall serve as such without compensation from LCC or any vendors or contractors of LCC.
- L. At each regular meeting of the Executive Board, the Executive Board Chairman shall present a full report of activities, including budget and financial transactions and significant developments since the previous meeting, and forward a copy of the report to the Board of Directors.
- M. The Executive Board shall (as provided by approved budget) have the authority to hire, fix the salary and job descriptions, and remove the employees of LCC with recommendation from the Executive Director.
- N. The Executive Board shall have the responsibility for insuring that the policy decisions of the Board are carried out.

Article VIII - Operations Committees:

The LCC shall have two (2) Operations Committees; one Police Operations Committee, and one Fire Operations Committee, and each shall have the powers and duties as hereinafter set forth.

- A. The Operations Committees shall consist of the following individuals:
 - 1. Police Operations: The Police Chief of the Municipalities (or his/her duly designated alternate, The County Sheriff (or his/her duly designated alternate, The Forest Preserve District of Will County (or his/her duly designated alternate) and the Executive Director of the Communications Center.

2. Fire Operations: The Fire Chief (or his/her duly designated alternate) of the Fire Districts, The Fire Chief of the Municipalities (or his/her duly designated alternate and the Executive Director of the Communications Center.
- B. Each of the members as set forth in subsection (A) above shall be entitled to cast one (1) vote for any matter that comes before the Committee. In the event of a vote ending in a tie, the Executive Director or the Executive Director's duly authorized designee would be entitled to cast the tie breaking vote.
 - C. The Operations Committee shall appoint one (1) of its members to serve in the capacity as Chairman, Vice Chairman and Recording Secretary through a voting process (However, the Director of the Center shall not be eligible to serve as Chairman, Vice-Chairman or Secretary for either of the Operations Committees.) The Recording Secretary shall work with a designated LCC staff member chosen by the Executive Director of Communications to:
 1. Review and hold the minutes of the Board meetings electronically, and verify that the minutes are distributed.
 2. See that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;
 3. Be custodian of the records of LCC and perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the Chairman or by the Board.
 - D. The Operations Committee may establish rules for its own procedure and have such express or implied authority as is not inconsistent with or contrary to the laws of State of Illinois, the Intergovernmental Agreement or these By-Laws.
 - E. All meetings of both Operations Committees shall be held in accordance with the Open Meetings Act of the State of Illinois and in conformity with those requirements as established by the Board of Directors.
 - F. The Operations Committees shall also review the annual budget and submit its comments with respect thereto to the Executive Board for their consideration.
 - G. With regard to the recommendations to be made to the Executive Board and Executive Director of Communications, the Committees shall consider the development, capital equipment needs, including new and updated equipment, replacement of equipment and the maintenance required thereof. The Committees shall also develop plans for future equipment needs of the Center in order to continue to conform to the most up to date communication requirements for the Center for which the County, Cities, Villages and Districts have associated pursuant to the terms of the Intergovernmental Agreement.

- H. The Operations Committees will work with the Executive Director to identify and address areas of operational concern and to discuss and recommend operational changes to the Executive Director of Communications and/or the Executive Board.
- I. The Operations Committee shall be a standing committee and shall meet at such times as determined by the Committee.

Article IX – Executive Director of Communications:

The daily operations of the Center shall be conducted under the direction and supervision of an Executive Director of Communications as hereinafter provided. The Executive Director will be appointed and approved by the Board of Directors. The removal of the Executive Director will be by mutual agreement, or by a super majority (2/3) vote of the Board of Directors. The Executive Director of Communications shall have the following powers, duties and responsibilities:

- A. The Executive Director of Communications shall be primary operating officer of the Center and shall, in general, oversee all of the day to day business and affairs of the Center. The daily operations of the Center shall be conducted under the Executive Director's supervision and direction and the Executive Director shall make periodic reports to the Board of Directors, Executive Board and/or Operations Committees as necessary. The Executive Director of Communications shall monitor and give a monthly financial report to the Executive Board, and have charge and custody of and be responsible for all funds and securities of LCC; receive and give all receipts for monies due and payable to LCC from any source, and deposit all such monies in the name of LCC in such banks, trust companies, or other depositories with confirmation/approval from the Treasurer of the Executive Board.
- B. The Executive Director of Communications shall have the authority to make expenditures on behalf of Center to purchase approved budgeted services and supplies in an amount not to exceed Ten thousand dollars (\$10,000.00) per occurrence, provided, however that in the event of any emergency the Executive Director may expend such amounts as are necessary to insure the continued safe operations of the Center.
- C. The Executive Director of the Center shall have the direct responsibility for overseeing the operation of the communications system known as Law Enforcement Agencies Data System (LEADS). It shall be the obligation of the Executive Director to ensure that such system remains in conformity with the requirements of all Federal, State and local agencies having jurisdiction over the same. Further, the Executive Director of the Center shall be responsible for executing all contracts necessary for the Center's participation in the National Crime Information Computer System (NCIC). The Executive Director of the

Center is hereby designated as the person charged with the supervision of such system.

- D. The Executive Director of Communications shall have such other duties and responsibilities as are from time to time delegated to the Executive Director by the Executive Board including, but not limited to preparation of a draft budget to be reviewed by the Executive Board prior to the annual date for its adoption by the Board of Directors. The Executive Director shall make recommendations for the hiring, firing of employees to the Executive Board for approval.

Article X - Finances:

- A. The fiscal year of LCC shall end on April 30 annually.
- B. An annual budget shall be reviewed and approved by the Executive Board at the monthly meeting held in February of each year then forwarded on to the Board of Directors for review. The Board of Directors will approve the budget at their April regular meeting.
- C. The Board of Directors shall have the authority to fix cost sharing charges for all Agencies in an amount sufficient to provide funds required by the budget, however, if any Agency's cost sharing charges will exceed 105% of its cost sharing charges for the prior year, then such charges shall only be approved by a two-thirds (2/3) vote of the Board as a part of the budget process. Any Agency whose charges have not been paid within forty-five (45) days after billing shall not be entitled to further voting privileges, nor shall a representative of said Agency serve as a Member of the Executive Board until such time as all such charges have been paid. Such delinquent Agency's inability to vote shall not relieve the member from its continuing obligation to pay all of its continuing charges as the same shall accrue. In addition, amounts due and payment owed that are more than forty-five (45) days delinquent shall be subject to penalty or interest in the amount of twenty percent (20%) per annum only on the outstanding balance less any penalty charges. The amount of each Agency's charges shall be determined in accordance with paragraph (D) following.
- D. The annual budget shall be allocated 85% to Police agencies and 15% to fire agencies. The 15% allocation for fire agencies shall be divided among the agencies based on call volume as determined by ETSB records. The 85% allocated for police agencies shall be divided among the police agencies based on the following criteria: 33% of the Police portion shall be allocated based on each community's 2010 Census population; however the Forest Preserve District of Will County Police shall not be included in the population allocation. The remaining 67% shall be determined by "Non-MDT" call volume as determined by the ETSB records.

Period payments shall be made to LCC as follows:

1. Initial billing for the new fiscal year shall be issued on the first day of the new fiscal year.
2. Thereafter, statements will be issued on a monthly basis. Said statements will be based upon the terms of paragraph (D), Article X above.
3. Payments shall be due within thirty (45) days from receipt of a bill and/or statement.

Article XI - Audit:

The Board of Directors shall cause an annual audit of the financial affairs of LCC to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities. The annual audit report shall be delivered to each Member.

Article XII Withdrawal, Termination and Dissolution:

- A. An Agency may no sooner than twenty-four (24) months after the effective date of the Agreement or from the date an Agency becomes a member, give written notice of its withdrawal from LCC via certified mail or at meeting of the Board of Directors.

The non-payment of cost-sharing charges as set forth herein, or the refusal or declination of any member to be bound by any obligation of the Board of Directors and the Executive Board shall immediately result in loss of voting privileges on the Board of Directors as well as membership and voting privileges on the Executive Board or any Committees. Additionally, any payments that are more than forty-five (45) days late will subject the non-paying Agency to a notice of termination of membership (served via certified mail and/or to the Agency at a meeting of the Board of Directors). If payment in full is not received within thirty (30) days from the date of receipt of the notice of termination, the non-paying Agency will be subject to removal from LCC by a majority vote of LCC. If an Agency is terminated from membership, LCC may still pursue collection efforts for amounts due and owing, including but not limited to all amounts due upon "withdrawal" from LCC.

Withdrawal may be made subject to the following conditions:

1. Withdrawal shall not take effect for one (1) calendar year from the date of receipt of such notification.
2. Upon withdrawal, the withdrawing member shall continue to be responsible for:

- a. Its share of all costs through the effective date of its withdrawal as long as service to the Agency continues in operation prior to actual withdrawal.
 - b. Any contractual obligations it has signed separately with LCC.
 - c. The withdrawing member's share of the remaining term of the building lease with Will County at the time of withdrawal which consists of the monthly lease payment paid to Will County by LCC, divided by the actual number of member agencies served by LCC at the effective date of withdrawal, multiplied by the months remaining on the lease on the effective date of withdrawal. Such payment is due in full on the effective date of withdrawal.
- B. If withdrawal coincides with a vote of termination of this Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in the following paragraph (C), Article XII, of these By-Laws.
- C. Upon the vote of two-thirds of the participating members, LCC shall be terminated and dissolved after all debts and liabilities of LCC are paid or distributed among participating members at the time of the vote for termination and dissolution. Upon such vote for termination and dissolution, LCC shall immediately make all efforts to pay any debts and liabilities from the remaining funds of LCC and to sell remaining assets of LCC. Thereafter, any remaining assets or liabilities of the LCC shall be distributed among the remaining members of LCC at the time of dissolution, in proportion to their respective payments at the time of dissolution.
- D. In any dispute under this agreement the non-prevailing party shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

Article XIII Liability and Property:

- A. Except as otherwise herein provided all members of LCC shall be jointly and severally liable for the debts and liabilities of LCC which accrue prior to withdrawal of a Member, which liability will survive the withdrawal of a member.
- B. If an emergency services organization is accepted into LCC as a new member, that member would be responsible for an entry fee. The entry fee would be based on cost for additional personnel, building rent or debt, utility contributions, needed equipment for operations, based on the budget year. The Board of Directors may also add any fees they feel necessary for the good of the organization.

- C. LCC shall procure and maintain during the term of the Agreement sufficient insurance to cover the replacement value of LCC equipment. Further, LCC shall procure and maintain, during the term of the Agreement, liability insurance with a single limit of five million dollars or such other amount as may from time to time be approved by the Board insuring the Agencies, LCC employees, the Board of Directors, the Executive Board, the Operating Committee, and other agents of LCC as their respective interests may appear, against public liability for any alleged act or omissions in connection with LCC. Each Agency shall be named as an additional or co-insured on the policy(s) required herein.
- D. All property acquired by LCC, whether purchased by LCC, donated by an Agency or received as a grant, shall be owned by LCC unless otherwise determined in writing.

Article XIV Contracts, Loans, Checks & Deposits:

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of LCC, and such authority may be general or confined to specific instances.
- B. No loans shall be procured on behalf of LCC and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and in accordance with applicable law, such authority may be general or confined to specific instances.
- C. All checks, drafts or other orders for payment or money, notes or other evidences of indebtedness issued in the name of LCC shall be approved by the Executive Board, as agent or agents of LCC with internal control and two party authorizations.
- D. All funds of LCC not otherwise employed shall be deposited from time to time to the credit of LCC in such banks, trust companies, or other depositories as the Executive Board may select to maximize the rate of return for all excess funds.

Article XV Indemnification:

- A. To the fullest extent permitted by applicable law and these By-Laws, LCC shall indemnify and hold harmless any person who was or is party to a pending or completed civil action, suit or proceeding, by reason of the fact that he is or was a director, officer, or agent of LCC, against and from any expense (including reasonable attorneys' fees) judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner not opposed to the best interests of LCC.