

*VILLAGE OF*  
**STEGER**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**

**NOVEMBER 20, 2017 7:00pm**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. PRESENTATION

Regarding apartment units at Steger Road and Cottage Grove Avenue.

Presentation by Patrick Rossi on the Annual Municipal Compliance Report,

- E. MINUTES OF PREVIOUS MEETING
- F. AUDIENCE PARTICIPATION
- G. REPORTS

- 1. Administrator
- 2. Department Heads
  - a. Public Infrastructure/Code Enforcement Director
  - b. Fire Chief
  - c. Police Chief
  - d. EMA Chief
  - e. Community Center Director
  - f. Assistant Village Administrator
  - g. Housing and Community Development Director

- 3. Attorney
- 4. Treasurer
- 5. Trustee/Liaison
- 6. Clerks Report

Reminder: All non-essential Village services will be closed Thursday November 23 and Friday November 24 for the Thanksgiving Holiday.

- 7. Mayor's Report
- H. PAYING OF THE BILLS
- I. CORRESPONDENCE

J. UNFINISHED BUSINESS:

**ORDINANCE NO. 1179**

**AN ORDINANCE AMENDING CHAPTER 86, SECTION 86-2 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING UTILITY RATES FOR THE VILLAGE OF STEGER, ILLINOIS.**

K. NEW BUSINESS:

**ORDINANCE NO. 1180**

**AN ORDINANCE AMENDING CHAPTER 34, SECTION 34-42 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING AMBULANCE RESPONSE CHARGES FOR THE VILLAGE OF STEGER, ILLINOIS.**

**RESOLUTION NO. 1118**

**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

Discussion and possible approval of BKD Engagement Letter.

Discussion and possible approval of 2017 Salt Contract.

Business license application of Up in Smoke at 3412 Chicago Road, pending inspections.

Business license application of Midwest Dock Solutions at 27 E. 36<sup>th</sup> Place, pending inspections.

Business license application of Early Achievers Preschool / Development Center at 43 E. 34<sup>th</sup> Street, pending inspections.

L. ADJOURN TO CLOSED SESSION - Personnel

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.

M. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION (if necessary)

N. 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 6<sup>th</sup> day of November, 2017 in the Municipal Building of the Village of Steger, with Mayor Kenneth A. Peterson, Jr. presiding and Village Clerk Joseph M. Zagone, Jr. attending.

Village Clerk Zagone called the roll. The following Trustees were present; Joyce, Sarek, Lopez, Skrezyna and Buxton. Trustee Perchinski was absent. Also present were; Village Administrator Mike Tilton, EMA Chief Tom Johnston, Community Center Director Diane Rossi, Director of Public Infrastructure Dave Toepper, Police Chief Ken Boehm.

PRESENTATION Presenters were not in attendance. Trustee Lopez made a motion to table indefinitely the presentation regarding apartment units at Steger Road and Cottage Grove Avenue. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

**MINUTES**

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

**AUDIENCE PARTICIPATION**

Mayor Peterson shared presentation on the water rate increase ordinance, prior to opening the floor to residents' comments. He explained that the Village has been using the General fund to supplement the Water fund, and that is not how it should operate. He explained that as a government, certain funds must be established. He explained that water funds can only be used for water expenses; employees, water mains, etc. Mayor Peterson explained that even with the proposed water increase, Steger will still be among the lowest in the area. He explained that water rates must be increased to be fiscally responsible.

A resident asked about the bi monthly minimum rate in the Ordinance. Mayor Peterson explained that the minimum rate was an error in the draft Ordinance. The correct bi monthly minimum is \$29.46.

Mary Laws of 3437 Jennifer Court approached the Board and discussed problems with her water. Ms. Laws stated she cannot drink, cook or bathe in the water at her home. Ms. Laws said her bath tub is brown and she changes her whole house filter monthly. She buys and brings water to her home, salt for her softener and reverse osmosis filters. Ms. Laws feels it unfair to pay more for water she is unable to use.

Another resident felt it especially unfair to residents of Miller Woods, as they are all on well water and also use reverse osmosis and water softeners. If the village needs to use funds from the General Fund to cover water costs, it will cost them for water they don't receive.

Mayor Peterson added that it is a usage tax. The Village is trying to see that those using the water are those paying for it. Those without village water shouldn't pay for it.

A resident came forward and read a letter from Thomas Smith at 3427 Wallace, who could not attend. Mr. Smith shared concerns for residents on fixed incomes. He said even with a week or two extension to pay he struggles, because he is paid monthly. Mr. Smith added he has to pay a plumber three times a year to rod his pipes.

Mayor Peterson explained that the company assessing the Village water system is costing about \$22,000.

The same resident asked about what appears to be pipes that will be installed around town. Mayor Peterson explained those pipes are not the Village's project, but Thorn Creek Sanitary District's. Thorn Creek is lining the sewer pipes from Cook County to Will County and will be installing these pipes for temporary use. Then she asked why the water rates had not been increased gradually over the years. She suggested a gradual increase instead to make it easier on residents. Mayor Peterson explained the increase is to bring the village up to budget with a little surplus.

Vicky Kaiser of 3436 Jennifer Court came forward. Ms. Kaiser had questions about the minimum cost on water bills. Mayor Peterson explained that the Village's costs have increased each year to maintain water service. Ms. Kaiser asked that the Board table the Ordinance and make the corrected Ordinance available for review by residents.

Another resident suggested that if the wrong amount has been charged, that could explain the deficit. Mayor Peterson explained that while calculating the water rate he discovered a software glitch that did not charge residents correctly for almost a year. The glitch has been corrected.

Mayor Peterson explained the error in the Ordinance regards the price per hundred cubic feet of water usage.

He also explained that for example, dog tags, business licenses and village sticker revenues go to the general fund. Real Estate taxes may go to several funds. The general fund can be used for any Village need. Specialized taxes can only be used for the specialized fund. Water funds can only be used for water. Motor Fuel Taxes can only be used for transportation type issues.

A resident asked what the water assessment is expected to say. Mayor Peterson explained he will receive information on alternate water sources. He explained that Lake Michigan water could add \$7 (or more) per hundred cubic feet to Steger water

bills. If Lake Michigan water were purchased, it would still be delivered through Steger infrastructure. That could still churn up sediment from pipes. Lake Michigan and Kankakee water are similar in price.

A Sally Drive resident expressed concerns of his neighborhood not being flushed in some time. Mayor Peterson will see that the area is flushed.

Steve Thurmond of 3443 Butler asked for the figure of revenue brought into village every other month for water billing. He asked how much revenue on a bi monthly basis for water. Mayor Peterson did not have that figure at hand. Mayor Peterson stated for the 9 month period ending September 30, 2017 \$644,697.00 was paid for water bills.

Mr. Thurmond reminded the Board and the audience that November 17, 18 & 19 Bloom Trail T3 will perform "Little Shop of Horrors".

Another resident asked if any grants are available for water. Mayor Peterson replied that none were available, but he continually looks for grants. He is hopeful of getting a capital bill out of Springfield.

A resident asked about water pressure. Director of Public Infrastructure Dave Toepper explained that in flushing his Department is trying to change the pressure.

Administrator Tilton explained that water grants usually come from FEMA. Mr. Tilton added with all the disasters recently in the country, FEMA grants will be scarce for some time to come.

A resident asked about flushing following water main breaks. Mr. Toepper explained that the flushing is usually conducted downstream of the main break.

A resident asked for clarification of "minimum use" on a water bill. If she doesn't use enough water, she'll be charged the minimum? Mayor Peterson said "that is correct" the minimum would be 100 cubic feet. There are certain costs, including the cost of having the system itself.

A resident asked if the wells were viable and would they continue to be viable. A recent study was performed on the wells. How much water remains in the well and how long the water would be available? The water table can be traced back to Lake Erie.

In reply to a resident's question, Director Toepper explained that the water is tested the first and third Tuesday of every month. Public Works tests seven houses on the first Tuesday and five houses the third Tuesday. Results are sent to the state for testing of E Coli, coliform bacteria, chlorine, etc. Mr. Toepper said there are many reasons a sample can come back as contaminated, then the sample is retested. The state determines which homes are to be tested.

A resident inquired about “blowing out the lines” to the house and how does flushing help with sediment. Mr. Toepper explained residents can call the Village Hall and request having the line blown out. A faulty pipe can be found while the pipe is blown out, this can be costly to homeowners. The pipes are lead, but do not deteriorate. Pipes collect sediment.

Another gentleman asked about sulfur smell in his water. Mr. Toepper explained the sulfur smell is usually from the water softener.

A resident at 35<sup>th</sup> and Phillips commented she’s had poor water pressure since last winter’s two main breaks in her area. Mr. Toepper said he could come and assess her water pressure. Perhaps blowing the water meter out could fix it for her.

### **REPORTS**

**Village Administrator Tilton** reported that the 1988 court case between the Village of Crete and the Village of Steger has ended. Steger is in possession of 8.2 acres and the plat has been recorded with the Recorder of Deeds. That makes Steger eligible for grants through IDNR.

**Assistant Administrator Mary Jo Seehausen** had no report.

**Director of Public Infrastructure** reported street sweeping has begun and will continue throughout the week.

**Fire Chief Nowell Fillion** referred to his weekly report and reminded everyone of the Santa parade and food drive Saturday November 25th.

**Police Chief Ken Boehm** had no report.

**EMA Chief Tom Johnston** had no report.

**Community Center Director Diane Rossi** reported on the success of the annual Halloween Party. 220 children participated.

**Housing and Community Development Director Alice Peterson** reported that donation drop boxes will be at Village Hall, Community Center and the Library for canned goods for Christmas baskets.

**Village Attorney** had no report.

### **TRUSTEES’ REPORTS**

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

**Trustee Skrezyna** no report, but clarified with Director Toepper that lawn and leaf pick up for the season end at the end of November.

**Trustee Lopez** no report.

**Trustee Sarek** had no report.

**Trustee Perchinski** was absent.

**Trustee Joyce**

**CLERK'S REPORT** Holiday Hours for Thanksgiving (for all non-essential services) Closed Thursday November 23 and Friday November 24.

**PRESIDENT PETERSON** thanked the residents for coming to meeting to discuss water concerns.

Mayor Peterson also reported on success of the Halloween bonfire.

The annual Christmas Tree Lighting will be Saturday November 25<sup>th</sup> on Halsted Boulevard.

### **BILLS**

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

**CORRESPONDENCE - none**

### **UNFINISHED BUSINESS**

Trustee Lopez made a motion to table "Childrens Home Center" indefinitely. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

### **NEW BUSINESS:**

Trustee Joyce made a motion to approve RESOLUTION NO. 1117 CDBG SUBRECIPIENT RESOLUTION. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Lopez made a motion to table ORDINANCE NO. 1178 AN ORDINANCE AMENDING CHAPTER 86, SECTION 86-2 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING UTILITY RATES FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Sarek seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Lopez made a motion to approve the tentative tax levy year 2017. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve the Business License Application of Coda Carpentry at 27 E. 36th Street pending inspections. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Skrezyna made a motion to approve the recommendation of Assistant Administrator Mary Jo Seehausen that the Village will honor the Christmas Eve holiday, for all applicable employees on Friday December 22. All village services will also be closed Monday December 25 in observance of Christmas holiday Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Joyce made a motion to adjourn to Executive Session to discuss Personnel. 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. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye: Jocye, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

**8:11pm**

Trustee Lopez made a motion to return to Regular Session. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye: Jocye, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

**8:40pm**

Trustee Joyce made a motion to adjourn. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

**MEETING ADJOURNED AT 8:41pm**

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Kenneth A. Peterson, Jr., Village President

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Joseph M. Zagone, Jr., Village Clerk





PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	20170558	01-00-32901		MAINT.-COMPUTER S	135.00
GUARANTEED TECHNICAL SERV & CONSULT INC	20170558	01-00-32901		MAINT.-COMPUTER S	112.50
COM ED	84103 1117	01-00-33102		ELECTRICITY-TRAFF	1366.94
COM ED	99093 1117	01-00-33102		ELECTRICITY-TRAFF	3410.48
COMED	22047 1117	01-00-33102		ELECTRICITY-TRAFF	174.66
COMED	24002 1117	01-00-33102		ELECTRICITY-TRAFF	142.65
COMED	73007 1117	01-00-33102		ELECTRICITY-TRAFF	87.83
COMED	80004 110117	01-00-33102		ELECTRICITY-TRAFF	50.10
COMED	81001 1117	01-00-33102		ELECTRICITY-TRAFF	39.53
NICOR GAS	3319 6 1117	01-00-33200		HEAT	117.54
HERITAGE F/S, INC.	72963	01-00-33300		GASOLINE & OIL	1123.94
HERITAGE F/S, INC.	72964	01-00-33300		GASOLINE & OIL	425.32
HERITAGE F/S, INC.	73001	01-00-33300		GASOLINE & OIL	166.20
PIONEER OFFICE FORMS INC.	92867	01-00-33400		LETTERHEAD	120.52
ALPINE VALLEY WATER, INC.	82455	01-00-33500		OFFICE SUPPLIES	27.50
HOFMANN FLORIST	112617	01-00-33500		M.TILTON SYMPATHY	100.00
WALTON OFFICE SUPPLY	302355-1	01-00-33500		OFFICE SUPPLIES	244.14
WALTON OFFICE SUPPLY	302463-0	01-00-33500		OFFICE SUPPLIES	162.63
WALTON OFFICE SUPPLY	302486-0	01-00-33500		OFFICE SUPPLIES	145.56
COMCAST	110117	01-00-33700		TELEPHONE	63.91
VERIZON WIRELESS	9795680463	01-00-33700		TELEPHONE	478.32
COMCAST	110117	01-00-33701		CABLE/INTERNET SE	134.90
CANON FINANCIAL SERVICES, INC	179087086	01-00-33901		RENTAL-EQUIPMENT	397.54
PROVEN BUSINESS SYSTEMS	436538	01-00-33901		RENTAL-EQUIPMENT	282.95
T & T BUSINESS SYSTEMS, INC.	92963	01-00-33901		RENTAL-EQUIPMENT	141.00
FORTE	30076	01-00-33904		EPAY & LEIN FEES	15.00
ON SOLVE LLC	ECN-028909	01-00-38901		DUES & SUBSCRIPTI	3500.00
ACE HARDWARE-CRETE	144631	01-00-38950		HOLIDAY DECORATIO	45.92
CRETE LUMBER & SUPPLY CO	B124871	01-00-38950		HOLIDAY DECORATIO	260.55

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
CANON FINANCIAL SERVICES, INC 179087086		01-00-41100		LASERFICHE PRINCI	1273.80
TOTAL FOR FUND 01		DEPT. 00			14746.93
REGENCY ELECTRIC 110817		01-01-30260		SALARY-ELECTRICAL	270.00
GEMINI PLUMBING COMPANY INC 21681B		01-01-30265		15 INSPECTIONS	225.00
ANDREWS PRINTING 60191		01-01-33400		PRINTING & SUPPLI	262.00
TOTAL FOR FUND 01		DEPT. 01			757.00
GOVERNMENT PAYMENTS SERVICES C047596		01-06-24000		C-TICKET REVENUE	25.00
GOVERNMENT PAYMENTS SERVICES C049305		01-06-24000		C-TICKET REVENUE	50.00
DRISCOLL, BRIAN 2017-10		01-06-34550		HEARING OFFICER	200.00
MUNICIPAL SYSTEMS, INC 14680		01-06-34901		C-TICKET EXPENSES	1193.75
TOTAL FOR FUND 01		DEPT. 06			1468.75
SAUK TRAIL CAR WASH 103117		01-07-31805		MAINT.-VEHICLE	8.95
VERIZON WIRELESS 9795680463		01-07-33700		TELEPHONE	88.76
DRISCOLL, BRIAN 2017-10		01-07-34550		HEARING OFFICER	500.00
MUNICIPAL SYSTEMS, INC 14679		01-07-34902		ADMIN BLDG CODE &	397.50
TOTAL FOR FUND 01		DEPT. 07			995.21
TOTAL FOR FUND 01					17967.89
AFFILIATED CUSTOMER SERVICE INC S123176		02-00-31100		FIRE ALARM TEST	320.00
CHARLIE'S GARAGE INC 065177		02-00-31805		MAINT-VEHICLES	113.91
MONARCH AUTO SUPPLY INC 6981-403947		02-00-31805		MAINT-VEHICLES	21.62
NICOR GAS 3319 6 1117		02-00-33200		NATURAL GAS	117.54
HERITAGE F/S, INC. 73001		02-00-33300		GASOLINE & OIL	242.38

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
ACE HARDWARE IN STEGER	103117	02-00-33501		SHOP SUPPLIES	11.24	
MENARDS - MATTESON	58581	02-00-33501		SHOP SUPPLIES	189.33	
VERIZON WIRELESS	9795680463	02-00-33700		TELEPHONE/CELL/AI	122.58	
CANON FINANCIAL SERVICES, INC	179087086	02-00-33901		RENTAL EQUIPMENT	262.02	
SCREMENTI'S RESTAURANTS	111517	02-00-38840		TRAVEL/MEALS REIM	374.00	
TOTAL FOR FUND 02					DEPT. 00	1774.62
TOTAL FOR FUND 02						1774.62
MERTS HVAC	094453	03-30-31100		THERMOSTAT SETTIN	192.50	
TTS GRANITE	10171001	03-30-31100		MAINT-BUILDING	590.00	
COMED	19001 1117	03-30-33100		ELECTRICITY	38.88	
NICOR GAS	41000 4 1117	03-30-33200		HEATING	288.92	
PETTY CASH	0079	03-30-33500		OFFICE SUPPLIES	10.00	
WALTON OFFICE SUPPLY	302371-0	03-30-33500		OFFICE SUPPLIES	56.16	
GOODMAN, KELLY	OCTOBER 2017	03-30-33504.01		INSTRUCTOR-AEROBI	160.00	
PEDERSOLI, JODI	OCTOBER 2017	03-30-33504.01		INSTRUCTOR-AEROBI	240.00	
VERIZON WIRELESS	9795680463	03-30-33700		TELEPHONE	30.13	
TYCO INTEGRATED SECURITY	29566460	03-30-33703		MAINTENANCE CONTR	191.33	
KONICA MINOLTA BUSINESS SOLUTIONS	9004031974	03-30-33703		MAINTENANCE CONTR	27.50	
SMITHEREEN COMPANY	1643698	03-30-33703		MAINTENANCE CONTR	59.00	
PROTECTION ONE ALARM MONITORING, INC.	102617	03-30-33704		SECURITY SYSTEM	90.65	
PROTECTION ONE ALARM MONITORING, INC.	110517	03-30-33704		SECURITY SYSTEM	34.12	
SAM'S CLUB/SYNCHRONY BANK	2017 MEMBERSHIP	03-30-38901		DUES & SUBCRIPTIO	90.00	
TOTAL FOR FUND 03					DEPT. 30	2099.19
COMED	29006 1117	03-31-33100		ELECTRICITY	1363.30	
COMED	66000 1117	03-31-33100		ELECTRICITY	411.80	

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COMED	82008 1117	03-31-33100		ELECTRICITY	457.08
NICOR GAS	1000 4 1117	03-31-33200		HEATING	141.75
TOTAL FOR FUND 03		DEPT. 31			2373.93
WILL COUNTY HEALTH DEPARTMENT PR0001967		03-53-29609		FOOD SVC-LICENSE	63.75
TOTAL FOR FUND 03		DEPT. 53			63.75
WILL COUNTY HEALTH DEPARTMENT PR0001967		03-56-29609		FOOD SVC LICENSE-	63.75
TOTAL FOR FUND 03		DEPT. 56			63.75
TOTAL FOR FUND 03				4600.62	
JAMES HERR & SONS 104204		04-00-31805		MAINT-VEHICLES	40.76
JAMES HERR & SONS 104312		04-00-31805		MAINT-VEHICLES	78.50
POMP'S TIRE SERVICE INC. 410523094		04-00-31805		MAINT-VEHICLES	281.48
SCOTT'S-U-SAVE 419015		04-00-31805		MAINT-VEHICLES	44.00
SAUK TRAIL CAR WASH 103117		04-00-31805		MAINT-VEHICLES	135.00
SUTTON FORD INC 575416		04-00-31805		MAINT-VEHICLES	531.70
NICOR GAS 1000 9 1017		04-00-33200		HEAT	103.88
HERITAGE F/S, INC. 73001		04-00-33300		GASOLINE & OIL	1382.42
WALTON OFFICE SUPPLY 302434-0		04-00-33500		OFFICE SUPPLIES	363.14
COMCAST 110317		04-00-33700		TELEPHONE/CELL/AI	134.27
VERIZON WIRELESS 9795680463		04-00-33700		TELEPHONE/CELL/AI	728.03
COMCAST 110317		04-00-33701		CABLE/INTERNET	137.90
MOTOROLA SOLUTIONS-STARCOM13108 325449302017		04-00-33702		RADIO SERVICE/STA	1386.00
LEXISNEXIS RISK SOLUTIONS 20171031		04-00-33706		LEADS-SUPPLIES/SE	33.50
K-MART #7289 10817 03559439		04-00-33801		VIDEO CAMERA SUPP	23.99
CANON FINANCIAL SERVICES, INC 179087086		04-00-33901		RENTAL EXPENSE	262.02

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
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BROWNELLS INC.	14427317-01	04-00-33902		AMMUNITION,TARGET	21.59
SECRETARY OF STATE	1909273	04-00-34100		LEGAL SERVICES	10.00
GUARANTEED TECHNICAL SERV & CONSULT INC	20170558	04-00-34104		COMPUTER IT	337.50
BLUE LINE LEARNING GROUP	11B9120R17	04-00-38700		BLOODBORNE PATHOG	352.00
BLUE LINE LEARNING GROUP	11B9120R17	04-00-38700		HAZARDOUS MATERIA	352.00
FARKAS, ALEX J	CAR SEAT TECH	04-00-38700		CAR SEAT TECH CER	75.00
TOTAL FOR FUND 04		DEPT. 00			6814.68
VERIZON WIRELESS	9795680463	04-02-33700		TELEPHONE	19.03
TOTAL FOR FUND 04		DEPT. 02			19.03
TOTAL FOR FUND 04				6833.71	
THORN CREEK BASIN SANITARY DISTRICT					
OCTOBER 2017		06-00-15800		A/P-THORN CREEK S	44283.59
BRITES CARTAGE LTD	29858	06-00-31204		MAINT-PATCHING (R	744.26
BRITES TRANSPORTATION LTD	65811	06-00-31204		MAINT-PATCHING (R	1197.36
BRITES TRANSPORTATION LTD	65841	06-00-31204		MAINT-PATCHING (R	709.04
ACE HARDWARE IN STEGER	103117	06-00-31504		MAINT-MAINS	146.31
EXCEL ELECTRIC INC	121474	06-00-31504		MAINT-MAINS	120.00
EXCEL ELECTRIC INC	121476	06-00-31504		MAINT-MAINS	711.11
CORE & MAIN	1036278	06-00-31504		MAINT-MAINS	1119.34
C & M PIPE SUPPLY CO.,INC	7070	06-00-31506		MAINT-SEWERS	268.00
USA BLUE BOOK	409153	06-00-31800		MAINT-TOOLS & WOR	47.81
CHARLIE'S GARAGE INC	065133	06-00-31805		MAINT-VEHICLES	47.00
JAMES HERR & SONS	104274	06-00-31805		MAINT-VEHICLES	388.87
MCCANN INDUSTRIES INC	08050739	06-00-31805		MAINT-VEHICLES	1930.07
SAUK TRAIL CAR WASH	103117	06-00-31805		MAINT-VEHICLES	14.95
COMED	52003 1117	06-00-33100		ELECTRIC	63.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	76056 1117	06-00-33100		ELECTRIC	1766.99
COMED	80004 1117	06-00-33100		ELECTRIC	44.93
COM ED	67036 1117	06-00-33101		ELECTRIC-WATER PU	2029.04
NICOR GAS	1000 2 110317	06-00-33200		HEATING	30.58
NICOR GAS	51000 3 1117	06-00-33200		HEATING	433.85
HERITAGE F/S, INC.	73001	06-00-33300		GASOLINE & OIL	286.28
ACE HARDWARE IN STEGER	103117	06-00-33501		SHOP SUPPLIES	29.22
ALPINE VALLEY WATER, INC.	82458	06-00-33501		SHOP SUPPLIES	25.75
FASTENAL COMPANY	ILSTE142672	06-00-33501		SHOP SUPPLIES	9.95
FASTENAL COMPANY	ILSTE142732	06-00-33501		SHOP SUPPLIES	4.12
VERIZON WIRELESS	9795680463	06-00-33700		TELEPHONE	387.49
UNIFIRST CORPORATION	06 0262575	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0263633	06-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION	062 0263721	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0264838	06-00-33800		UNIFORM SERVICE	63.37
AIDE RENTALS & SALES	96588-1	06-00-33901		RENTAL-EQUIP/TOOL	114.40
WATER SOLUTIONS UNLIMITED	42962	06-00-33907		CHEMICALS	3307.60
SUBURBAN LANDSCAPING	107282	06-00-34800		WATER TESTING FEE	365.00
AIDE RENTALS & SALES	96834-1	06-00-37800		NEW-TOOLS & WORK	333.50
GRAINGER	9603501439	06-00-37800		NEW-TOOLS & WORK	12.75
TOTAL FOR FUND 06		DEPT. 00			61185.59
TOTAL FOR FUND 06				61185.59	
HALL SIGN , INCORPORATED	326107	07-00-31210		MAINT-SIGNS	146.02
DESIDERIO LANDSCAPING LLC.	9090	07-00-31213		MAINT-MOWING & PA	50.00
DESIDERIO LANDSCAPING LLC.	9091	07-00-31213		MAINT-MOWING & PA	50.00
DESIDERIO LANDSCAPING LLC.	9092	07-00-31213		MAINT-MOWING & PA	50.00
DESIDERIO LANDSCAPING LLC.	9093	07-00-31213		MAINT-MOWING & PA	50.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
DESIDERIO LANDSCAPING LLC.	9094	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9095	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9096	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9097	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9098	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9099	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9100	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9101	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9102	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9103	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9104	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9105	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9106	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9107	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9108	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9109	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9110	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9111	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9112	07-00-31213		MAINT-MOWING & PA	25.00	
DESIDERIO LANDSCAPING LLC.	9113	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9114	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9115	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9116	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9117	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9118	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9119	07-00-31213		MAINT-MOWING & PA	50.00	
DESIDERIO LANDSCAPING LLC.	9086	07-00-31214		3246 PHILLIPS	200.00	
DESIDERIO LANDSCAPING LLC.	9086	07-00-31214		3025 HOPKINS	200.00	
DESIDERIO LANDSCAPING LLC.	9086	07-00-31214		3246 PHILLIPS	200.00	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		42 MC KINLEY	200.00
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		3604 CARPENTER	200.00
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		3105 PEORIA	200.00
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		3420 FLORENCE	200.00
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		29 W 32ND	125.00
DESIDERIO LANDSCAPING LLC. 9086		07-00-31214		3611 SANGAMON	125.00
MCCANN INDUSTRIES INC 08050818		07-00-31700		MAINT-MOTORIZED E	1058.55
CESAR'S EQUIPMENT CO 010642		07-00-31805		MAINT-VEHICLES	1947.24
MONARCH AUTO SUPPLY INC 6981-404128		07-00-31805		MAINT-VEHICLES	67.29
MONROE TRUCK EQUIPMENT INC. JOLIET 318165		07-00-31805		MAINT-VEHICLES	148.65
T.R.L. TIRE SERVICE CORP 272475		07-00-31805		MAINT-VEHICLES	45.00
HERITAGE F/S, INC. 73001		07-00-33300		GASOLINE & OIL	286.28
ACE HARDWARE IN STEGER 103117		07-00-33501		SHOP SUPPLIES	1.79
ALPINE VALLEY WATER, INC. 82458		07-00-33501		SHOP SUPPLIES	25.75
CRETE LUMBER & SUPPLY CO D15125		07-00-33501		SHOP SUPPLIES	46.76
FASTENAL COMPANY ILSTE142689		07-00-33501		SHOP SUPPLIES	14.36
FASTENAL COMPANY ILSTE142754		07-00-33501		SHOP SUPPLIES	26.36
FASTENAL COMPANY ILSTE142755		07-00-33501		SHOP SUPPLIES	30.66
FASTENAL COMPANY ILSTE142853		07-00-33501		SHOP SUPPLIES	52.45
SHOREWOOD HOME & AUTO, INC. 02--36120		07-00-33501		SHOP SUPPLIES	4.96
COMCAST 110117		07-00-33700		TELEPHONE	62.14
COMCAST 110117		07-00-33701		CABLE/INTERNET SE	84.95
UNIFIRST CORPORATION 06 0262575		07-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION 062 0263633		07-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION 062 0263721		07-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION 062 0264838		07-00-33800		UNIFORM SERVICE	63.36
TOTAL FOR FUND 07		DEPT. 00			7387.65



PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
TOTAL FOR FUND 07						7387.65	
RICH SEALCOATING INC	110117	08-00-38900			OTHER EXPENSE	900.00	
SHERIDAN PLUMBING AND SEWER	8571	08-00-38900			OTHER EXPENSE	1500.00	
TOTAL FOR FUND 08				DEPT. 00		2400.00	
TOTAL FOR FUND 08						2400.00	
HUMANA DENTAL INSURANCE COMPANY	18193761	15-00-36903			DENTAL INSURANCE	2950.96	
TOTAL FOR FUND 15				DEPT. 00		2950.96	
TOTAL FOR FUND 15						2950.96	
NICOR GAS	31000 2 1117	16-00-33200			HEATING FUEL	28.11	
HERITAGE F/S, INC.	73001	16-00-33300			GASOLINE & OIL	199.16	
ACE HARDWARE IN STEGER	103117	16-00-33501			SHOP SUPPLIES	14.37	
COMCAST	111017	16-00-33700			TELEPHONE	61.37	
VERIZON WIRELESS	9795680463	16-00-33700			TELEPHONE	177.40	
COMCAST	111017	16-00-33701			CABLE/INTERNET SE	89.90	
TOTAL FOR FUND 16				DEPT. 00		570.31	
TOTAL FOR FUND 16						570.31	
PLANTE & MORAN PLLC	1485813	17-00-34400			AUDITING & ACCOUN	11200.00	
TOTAL FOR FUND 17				DEPT. 00		11200.00	
TOTAL FOR FUND 17						11200.00	
ANDY FRAIN SERVICES INC	243900	19-00-34800			CONTRACTUAL SERVI	3992.10	

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

TOTAL FOR FUND 19		DEPT. 00				
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TOTAL FOR FUND 19					3992.10	
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** TOTAL CHECKS TO BE ISSUED					120863.45	
01		CORPORATE			17967.89	
02		FIRE PROTECTION			1774.62	
03		PLAYGROUND/RECREATION			4600.62	
04		POLICE PROTECTION			6833.71	
06		WATER/SEWER FUND			61185.59	
07		ROAD & BRIDGE			7387.65	
08		MOTOR FUEL TAX			2400.00	
15		LIABILITY INSURANCE FUND			2950.96	
16		H.S.E.M.			570.31	
17		AUDITING			11200.00	
19		SCHOOL CROSSING GUARD			3992.10	
TOTAL FOR REGULAR CHECKS:					120,863.45	

**ORDINANCE NO. 1179**

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

**AN ORDINANCE AMENDING CHAPTER 86, SECTIONS 86-2 AND 86-4 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING UTILITY RATES FOR THE VILLAGE OF STEGER, ILLINOIS.**

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

**WHEREAS**, the Village President (the "Village President"), and the Board of Trustees (the "Village Board" and together with the Village President, the "Corporate Authorities"), are committed to ensuring the effective administration of government; and

**WHEREAS**, Chapter 86 of the Municipal Code of Steger, Illinois (the "Village Code") provides for certain water rates and regulations (the "Existing Regulations"); and

**WHEREAS**, the Corporate Authorities desire to amend the Village Code to update the Existing Regulations; and

**WHEREAS**, with the foregoing in mind, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 86, Sections 86-2 and 86-4 of the Village Code as set forth herein;

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

**ARTICLE I.  
IN GENERAL**

**SECTION 1.0: Incorporation Clause.**

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

**SECTION 2.0: Purpose.**

The purpose of this Ordinance is to amend Chapter 86, Sections 86-2 and 86-4 of the Village Code regarding the water rates and regulations for the Village.

**ARTICLE II.  
AUTHORIZATION;  
AMENDMENT TO CHAPTER 86, SECTIONS 86-2 AND 86-4 OF  
THE MUNICIPAL CODE OF STEGER, ILLINOIS**

**SECTION 3.0: Amendment to Chapter 86, Section 86-2.**

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 86, Section 86-2 as follows:

~~RESERVED. That there shall be, and there are hereby established charges and rates for the use of, and for the service supplied by the combined waterworks, and sewerage system of the village, Cook and Will Counties, Illinois, based upon the amount of water consumed as shown by the water meters as follows:~~

~~(1) *Inside corporate limits of the village:*~~

- ~~a. *Combined water and sewer service.* For all metered users of the village water service, rates will be as follows: \$2.42 per 100 cubic feet with a minimum charge of \$24.20 per quarter. For all metered users of the village water service connected to the sewer system, sewer rates will be charged based on rates established by Thorn Creek Basin Sanitary~~

~~District rate tables. Effective July 1, 2010, the rate is \$1.38 per 100 cubic feet plus a flat rate per bill handling fee of \$1.65.~~

- ~~b. *Water service only.* All water used per quarter at \$1.81 per 100 cubic feet. The minimum charge shall be \$18.15 per quarter.~~
- ~~c. *Sewer service only.* The charge for sewer service only for residential and small business users being billed and metered from South Chicago Heights for water usage shall be charged a flat rate per quarter in accordance with Thorn Creek Basin Sanitary District Rate Table.~~

~~Flat rate established by the village to cover costs due to use of village sewers: \$19.90 per quarter, plus rehabilitation charge.~~

~~\_\_\_\_\_ The charge for sewer service only for high volume users being \_\_\_\_\_  
\_\_\_\_\_ billed and metered from South Chicago Heights for water usage \_\_\_\_\_  
\_\_\_\_\_ shall be charged a flat rate of \$400.00 per quarter.~~

- ~~d. *Sewer rehabilitation charge.*~~

~~\_\_\_\_\_ *Residential user.* \$80.00 per annum.~~

~~\_\_\_\_\_ *Commercial and multi-family user (four units or more) with usage \_\_\_\_\_  
\_\_\_\_\_ under 10,000 cubic feet per quarter of one year.* \$200.00 per \_\_\_\_\_  
\_\_\_\_\_ annum.~~

~~\_\_\_\_\_ *Commercial and multi-family user in excess of 10,000 cubic feet \_\_\_\_\_  
\_\_\_\_\_ per quarter of year.* \$800.00 per annum.~~

- ~~e. *Sewer maintenance fee for Saukview School.* Saukview School shall be charged a flat rate of \$250.00 per quarter for sewer maintenance.~~

~~(2) *Outside the corporate limits of the village.*~~

- ~~a. *Combined water and sewerage service.* For all water used, at \$4.50 per 100 cubic feet. The minimum charge shall be \$45.00 per quarter.~~
- ~~b. *Water service only.* For all water used, at \$1.90 per 100 cubic feet. The minimum charge shall be \$19.00 per quarter.~~
- ~~c. *Sewer service only.* The charges for sewer service only to residential users shall be \$35.00 per quarter. The charges for sewer service only to industrial users shall be by contract.~~

**SECTION 3.1: Amendment to Chapter 86, Section 86-4.**

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 86, Section 86-4 as follows:

Reserved. That there shall be, and there are hereby established charges and rates for the use of, and for the service supplied by the combined waterworks, and sewerage system of the village, Cook and Will Counties, Illinois, based upon the amount of water consumed as shown by the water meters as follows:

(1) Inside corporate limits of the village:

- a. Water Service Rate. For all metered users of the village water service, rates will be as follows: All water will be billed at 1 Cubic Foot with a minimum per bi-monthly billing at 670 cubic feet. See Sec. 86-4 (3) (table 1) for current rate.
- b. For all metered users of the village water service connected to the sewer system, sewer rates will be charged based on rates established by Thorn Creek Basin Sanitary District rate tables. Effective July 1, 2010, the rate is per 100 cubic feet plus a flat rate per bill handling fee determined by current agreement with Thorn Creek Basin Sanitary District.
- c. Sewer service only. The charge for sewer service only for residential and small business users being billed and metered from other than the Village of Steger for water usage shall be charged a flat rate per quarter in accordance with Thorn Creek Basin Sanitary District Rate Table.
  1. Flat rate established by the village to cover costs due to use of village sewers: \$19.90 per quarter, plus rehabilitation charge.
  2. The charge for sewer service only for high volume users being billed and metered from other than the Village of Steger for water usage shall be charged a flat rate of \$400.00 per quarter.
- d. Sewer rehabilitation charge.
  1. Residential user: \$80.00 per annum.
  2. **Residential user (Senior Rate): \$40.00 per annum.**
    - a. Must apply for rate and be verified by the Village.
    - b. Must be owner occupied

- c. Must be 65 years of age or older
- 3. Commercial and multi-family user (four units or more) with usage under 10,000 cubic feet per quarter of one year: \$200.00 per annum.
- 4. Commercial and multi-family user in excess of 10,000 cubic feet per quarter of year: \$800.00 per annum.
- e. Sewer maintenance fee for Saukview School. Saukview School shall be charged a flat rate of \$250.00 per quarter for sewer maintenance.

(2) Outside the corporate limits of the village.

- a. Water Service Rate. For all metered users of the village water service, rates will be as follows: All water will be billed at 1 Cubic Foot with a minimum per bi-monthly billing at 670 cubic feet. See Sec. 86-4 (3) (table 2) for current rate.
- b. Sewer service: The charges for sewer service only to single family residential users shall be \$35.00 per bi-monthly.
- c. The charges for sewer service to other than single family residential users shall be by contract.

(3) Rate Table:

Table 1  
Inside corporate limits of the village

<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
<u>\$0.0242</u>	<u>\$0.0426</u>	<u>\$0.0440</u>	<u>\$0.0453</u>	<u>\$0.0467</u>

Table 2  
Outside the corporate limits of the village

<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
<u>\$0.0450</u>	<u>\$0.0626</u>	<u>\$0.0645</u>	<u>\$0.0664</u>	<u>\$0.0684</u>

**SECTION 3.2: Other Actions Authorized.**

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the

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

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

**SECTION 4.0: Headings.**

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

**SECTION 5.0: Severability.**

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

**SECTION 6.0: Superseder.**

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

**SECTION 7.0: Publication.**

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



**SECTION 8.0: Effective Date.**

This Ordinance shall be effective January 1, 2018 subject to its passage, approval and publication in accordance with applicable law.

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Ordinance No. 1179

PASSED this 20<sup>TH</sup> day of November, 2017.

\_\_\_\_\_  
Joseph M. Zagone, Jr., Village Clerk

APPROVED this 20<sup>th</sup> day of November, 2017.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

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

ORDINANCE NO. 1180

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

**AN ORDINANCE AMENDING CHAPTER 34, SECTION 34-42 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING AMBULANCE RESPONSE CHARGES FOR THE VILLAGE OF STEGER, ILLINOIS.**

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

**WHEREAS**, the Village President (the "Village President"), and the Board of Trustees (the "Village Board" and together with the Village President, the "Corporate Authorities"), are committed to ensuring the effective administration of government; and

**WHEREAS**, Section 34-42 of the Municipal Code of Steger, Illinois (the "Village Code") provides for the payment of certain ambulance response charges (the "Existing Regulations"); and

**WHEREAS**, the Corporate Authorities desire to amend the Village Code to update the Existing Regulations; and

**WHEREAS**, with the foregoing in mind, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 34, Section 34-42 of the Village Code as set forth herein;

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

**ARTICLE I.  
IN GENERAL**

**SECTION 1.0: Incorporation Clause.**

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

**SECTION 2.0: Purpose.**

The purpose of this Ordinance is to amend Chapter 34, Section 34-42 of the Village Code regarding ambulance response charges for the Village.

**ARTICLE II.  
AUTHORIZATION;  
AMENDMENT TO CHAPTER 34, SECTION 34-42 OF  
THE MUNICIPAL CODE OF STEGER, ILLINOIS**

**SECTION 3.0: Amendment to Chapter 34, Section 34-42.**

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 34, Section 34-42 as follows:

(a) Sums as set by separate ordinance shall be charged for each ambulance call answered by the fire department providing service within the village limits to a village resident, and for each ambulance call answered by the fire department outside the village limits or for a nonresident of the village.

(b) (1) *Ambulance response charges.*

a. Basic life support ambulance service response with transportation to a medical facility:

1. Resident: ~~\$500.00~~ 700.00 plus ~~\$40.00~~ 15.00 per mile.

2. Non-resident: ~~\$550.00~~ 800.00 plus ~~\$40.00~~ 15.00 per mile.

b. Advance life support (1) ambulance service/response with transportation to a medical facility:

1. Resident: ~~\$600.00~~ 900.00 plus ~~\$40.00~~ 15.00 per mile.

2. Non-resident: ~~\$750.00~~ 1,000.00 plus ~~\$40.00~~ 15.00 per mile.

c. Advance life support (2):

1. Resident: \$1,100.00 plus \$15.00 per mile.

2. Non-resident: \$1,200 plus \$15.00 per mile.

e. d. Basic advance life support ambulance service response with no transportation to a medical facility: \$100.00

(2) *Additional charges for services and supplies.*

a. Oxygen: \$50.00

b. Telemetry: \$70.00

c. IV Procedures: \$45.00

d. Backboard/spinal immobilization: \$100.00

e. Extrication:

Resident: \$250.00

Non-resident: \$500.00

f. Assistance of additional fire crew (engine assist) at accident scenes: \$100.00

### **SECTION 3.1: Other Actions Authorized.**

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

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

**SECTION 4.0: Headings.**

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

**SECTION 5.0: Severability.**

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

**SECTION 6.0: Superseder.**

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

**SECTION 7.0: Publication.**

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

**SECTION 8.0: Effective Date.**

This Ordinance shall be effective ten (10) days after its passage, approval and publication in accordance with applicable law.

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PASSED this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Joseph M. Zagone, Jr., Village Clerk

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

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



**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number

**RESOLUTION**  
Number 1118

WHEREAS, the Village of Steger  
EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 600 hours or more per year; and  
600 OR 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;\*

NOW THEREFORE BE IT RESOLVED that the Village President and Board of Trustees  
BOARD, COUNCIL, ETC.

finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
President	5/1/2017
Trustee	5/1/2017
Trustee	5/1/2017

**CERTIFICATION**

I, Joseph M. Zagone, Jr., the Village Clerk  
NAME CLERK OR SECRETARY OF THE BOARD

of the Village of Steger of the County of Cook/Will,  
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its President and Board of Trustees at a meeting duly  
BOARD, COUNCIL, ETC.

convened and held on the 23 of November 20 17.  
DAY MONTH YEAR

\_\_\_\_\_  
SIGNATURE CLERK OR SECRETARY OF THE BOARD

\* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).



October 27, 2017

Mayor Kenneth A. Peterson, Jr.  
Village of Steger  
3320 Lewis Avenue  
Steger, Illinois 60475

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the **VILLAGE OF STEGER, ILLINOIS** (Village).

**ENGAGEMENT OBJECTIVES AND SCOPE**

We will audit the basic financial statements of the Village as of and for the year ended April 30, 2017, and the related notes to the basic financial statements.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

We will also perform the required audit of the Village's Tax Increment Financing (TIF) Funds and issue opinion on compliance with PA85-1142.

**OUR RESPONSIBILITIES**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

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In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Scott C. Termine, partner, will oversee and coordinate the engagement. John Cutrera, director, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Board of Trustees of the Village. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether the combining nonmajor governmental fund financial statements ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **YOUR RESPONSIBILITIES**

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and

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- c. To provide us with:
- i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance, written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

#### **OTHER SERVICES**

We will provide you with the following nonattest services:

- Assisting with the preparation of government-wide full accrual conversion entries
- Preparing a draft of the financial statements and related notes

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In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

**ENGAGEMENT FEES**

The fee for our services will be as follows:

2017	\$ 28,250
2018	29,380
2019	30,500

We will waive an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees would increase. We would discuss this with you if such circumstances arise.

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Our estimate of fees does not include any time that may be required to address a restatement of the previously audited financial statements. Accordingly, any such work will be billed based on the quoted hourly rates stated in our proposal.

In addition, the Village will be required to adopt GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in 2018. Our assistance is often required to properly implement new accounting standards. If the Village requires such assistance, our fee will be based on the time that our staff expend at our current hourly rates, which for other clients has ranged from \$2,000 to \$5,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

#### **OTHER ENGAGEMENT MATTERS AND LIMITATIONS**

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

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You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

In the event BKD or its affiliates or their employees, partners, shareholders, officers or directors (collectively "BKD Parties") are requested or authorized by the Village or are required by government regulation, subpoena, order or other legal process to produce documents or to provide testimony as witnesses with respect to any services rendered pursuant to this engagement or any other work or services provided by BKD Parties, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests, order, subpoenas or legal process.

The Village and BKD Parties agree that no claim or cause of action against BKD Parties arising in whole or in part out of services performed or to be performed under this engagement shall be filed more than two years after (i) the date of the report issued by BKD Parties pursuant to this engagement or (ii) the date of this engagement letter if no report has been issued. The Village and BKD Parties further agree that the maximum liability of BKD Parties for any and all claims or causes of action which may be asserted by the Village arising in whole or in part from any aspect of this engagement is limited to three times the total amount of fees paid by the Village to BKD Parties for services rendered under this engagement letter. The Village waives any claim or cause of action for punitive or exemplary damages against BKD Parties.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date. In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the

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confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution,

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assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

**BKD, LLP**

*BKD, LLP*

Acknowledged and agreed to on behalf of

VILLAGE OF STEGER, ILLINOIS

BY \_\_\_\_\_  
Kenneth A. Peterson, Jr., Mayor

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Michael J. Tilton, Village Administrator

DATE \_\_\_\_\_





Deicing Technology Business  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

Friday, October 06, 2017

Billing Information		Shipping Information		Contact Information	
Name	Village of Steger	Village of Steger	Attn	Dave Toepper	
DBA (if applicable)			Title	Director of Infrastructure	
Address 1	3320 Lewis Ave	3320 Lewis Ave	Phone	708-755-3888	
Address 2			Fax		
City State Zip	Steger, IL 60475	Steger, IL 60475	Cell	815-405-6649	
County	COOK	COOK	e-mail	dtoepper@villageofsteger.org	
<b>PLEASE VERIFY THAT ALL CUSTOMER DATA IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.</b>					

Cargill, Incorporated Deicing Technology Business ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2017/2018 season.

**Price Basis Per Ton**

Product	Pickup (Minimum 10-ton loads)	Delivered (Standard truckloads)	Estimated Tons	Terminal
1135-Bulk Deicing Salt	n/a	\$46.72	1,000	2AKY - S.Chicago, IL
2763 - ClearLane® enhanced deicer	n/a	n/a	n/a	n/a
<b>THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.</b>				

**PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT WITHOUT THE SIGNED QUOTE LETTER.**

**THIS QUOTE DOES NOT CONSTITUTE AN ORDER!** To place an order or if you have any questions, concerning your account, please feel free to contact our Sales Department at 800/600-SALT. All orders are subject to the terms and conditions set forth below.

**TERMS AND CONDITIONS** - To retain the right to this pricing you are required to remain in compliance with your account's payment and credit terms. Provided this price quote letter is signed and returned within ten (10) business days from the date above, Cargill agrees to hold the pricing firm from **October 6, 2017 through April 30, 2018**. The tonnage figure is an estimate only **AND IS SUBJECT TO AVAILABILITY**. Cargill has the right to terminate this quote letter at anytime if Cargill runs out of product due to commitments to government customers. Either party in regard to estimated tonnages assumes no obligation. This quotation assumes normal operating conditions at Cargill's terminals and production facilities. Cargill reserves the right to decline orders/shipments for any reasons relating to conditions at the terminals/production facilities, weather conditions, or any other reason that may affect Cargill's ability to accept orders. **Estimated delivery time is 7 to 15 days after release of an order.** This quote assumes that product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of product is expressly conditional upon Customer's acceptance of the attached terms and conditions. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this letter.

**Your Payment Terms are Net 30 Days.**

*Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.*

<b>Cargill, Incorporated</b> <b>Deicing Technology Business Unit</b>    Roger Wilson Western Territory Manager roger_wilson@cargill.com 920-889-3583 - p 952-249-4003 - f	<b>Accepted</b>
	Signature:
	Name:
	Title:
	e-mail:

**Confidential** - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto



Deicing Technology Business Unit  
 24950 Country Club Blvd, Suite 450  
 North Olmsted, OH 44070

<i>Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.</i>			
<i>Billing Information</i>		<i>Shipping Information</i>	
Name:			
DBA (if applicable)			
Address 1			
Address 2			
City State Zip			
County			
Attn:			
Phone		Fax	e-mail:

<b>TERMS AND CONDITIONS OF COMMERCIAL ROAD SALT SALES</b>	
<p>1. <b>TERMS TO GOVERN.</b> The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.</p> <p>2. <b>TITLE/RISK OF LOSS.</b> Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.</p> <p>3. <b>PAYMENT AND CREDIT TERMS.</b> Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.</p> <p>4. <b>WARRANTY AND LIMITATION OF LIABILITY.</b> Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.</p> <p>5. <b>EXCLUSIVE REMEDY.</b> If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.</p> <p>6. <b>FORCE MAJEURE.</b> Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.</p>	<p>7. <b>INCREASES.</b> Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.</p> <p>8. <b>DELIVERY.</b> Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.</p> <p>9. <b>TERMINATION.</b> If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.</p> <p>10. <b>TAXES.</b> Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.</p> <p>11. <b>ASSIGNMENT.</b> The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.</p> <p>12. <b>FORWARD CONTRACT.</b> The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.</p> <p>13. <b>CONTRACT AMBIGUITIES.</b> The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.</p>