

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JULY 17, 2017 7:00pm

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

MONDAY JULY 17, 2017 BOARD OF TRUSTEE REGULAR MEETING AGENDA

I. UNFINISHED BUSINESS:

ORDINANCE NO. 1164 AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-457 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING THE RECREATION BOARD FOR THE VILLAGE OF STEGER, ILLINOIS.

RESOLUTION NO. 1111 A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND ANDY FRAIN SERVICES, INC. TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.

J. NEW BUSINESS:

A lease Agreement between the Village of Steger and Proven Business Systems for replacement copiers at the Police Department and the Fire Department.

A Special Event License Application from the Steger-South Chicago Heights Library to hold a Storybook Hayride on October 11th from 6-8pm.

RESOLUTION NO. 1112 A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS. (22910 LAHON)

RESOLUTION NO. 1113 A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS. (1665 w. 235TH STREET)

RESOLUTION NO. 1114 A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS. (16 W. 31ST PLACE)

ORDINANCE NO. 1166 AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT, THE ISSUANCE OF GENERAL OBLIGATION DEBT CERTIFICATES, SERIES 2017, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$3,900,000 BY AND FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS.

ORDINANCE NO. 1167

AN ORDINANCE AMENDING CHAPTER 58, SECTION 58-4 AND ADOPTING CHAPTER 58, SECTIONS 58-19, 58-20 AND 58-21 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING WEAPONS FOR THE VILLAGE OF STEGER, ILLINOIS.

Business License Application of Darnell Muhammad at 1 Federal Supply Sources Inc at 30 E. 34th street, pending inspections.

Business License Application of Angelica Guzman at Paleteria Azteca Inc, pending inspections.

Discussion of feral cats within the Village of Steger.

K. ADJOURNMENT

MINUTES OF THE SREGULAR 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 5TH day of July, 2017 in the Municipal Building of the Village of Steger with the Mayor Ken Peterson presiding and Deputy Village Clerk Sandra Mehrl attending.

Deputy Village Sandra Mehrl called the roll. The following Trustees were present; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Village Clerk Joe Zagone and Trustee Joyce were absent. Also present were, Fire Chief Nowell Fillion, Police Chief Ken Boehm, EMA Chief Tom Johnston, Public Infrastructure Director Dave Toepper, Housing Director Alice Peterson and Village Administrator Mike Tilton.

AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS –None

MINUTES

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

AUDIENCE PARTICIPATION-. A resident came forward and suggested the bushes on 33rd Street at Chicago Road need trimming as they prevent a clear view of oncoming traffic. Mayor Peterson asked Public Infrastructure Director Dave Toepper take a look at the bushes.

REPORTS

Village Administrator Tilton reported that he and Infrastructure Director Toepper spent some time at the BP project. Work there is progressing and should move quickly now that the framing is complete.

At the Brown Onion Pub project the demolition is complete and blueprints have been reviewed by Knight Engineering with minor adjustments. Façade work is to start this week.

Mr. Tilton and Mr. Toepper met with Citgo representatives and it seems they will be moving ahead with their project.

The Quiet Zone project is with Cook County and waiting for their approval.

The Village of Steger was selected by ComEd for a street lighting program set to begin soon.

Director of Public Infrastructure referred to his weekly report.

Fire Chief Nowell Fillion had no report.

Police Chief Ken Boehm referred to his weekly report.

EMA Chief Tom Johnston referred to his weekly report.

Community Center Director Diane Rossi referred to her weekly report. Trustee Sarek inquired about playground equipment for Critter Park. Mr. Toepper explained he is collecting information.

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

Housing and Community Development Director Alice Peterson had no report.

Village Attorney had no report.

TRUSTEES' REPORTS

Trustee Buxton referred to the Treasurer Report dated June 28th. His report is attached to the official minutes. Mayor Peterson added that revenues have already been generated by TIF #5.

Trustee Skrezyna explained that he and the Housing and Community Director Alice Peterson are working on demolishing certain Will County properties. The Will County process takes longer than Cook County.

Trustee Lopez had no report.

Trustee Sarek had no report.

Trustee Perchinski had no report.

CLERK'S REPORT had no report.

PRESIDENT PETERSON reported three youths from Bloom Township will be working for the Village. That process begins Monday. The youths will be supervised by a part time employee and will work projects around the village.

Mayor Peterson also explained Ordinance No. 1164. The 7 member Recreation Board members will each have five year terms. The terms will be staggered. The members currently on the Board will remain. A representative of each sport will be on the Board.

Kiira Wolfe has resigned as the Mayor's media person. Mrs. Wolfe did a lot for the Village including a social media presence. Matt Wenzel will take over the position. All information will be forwarded to Matt. Mayor Peterson will be pushing further into social media so residents will know in real time what is going on.

BILLS

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

CORRESPONDENCE

A letter from Elaine E Egdorf from the Village of Homewood thanking the Village of Steger for supporting Drivin the Dixie.

A request from Steger Kiwanis Club to collect donations for Peanut Day on Friday September 22, 2017 at the corner of 34th Street and Chicago Road. Trustee Perchinski made a motion, seconded by Trustee Skrezyna to approve the request. Voice vote was called; all ayes. Motion carried.

Steger Sons of the American Legion Squadron # 521 seeking donations of any type and Hole Sponsors from residents and merchants for their Golf Outing on Sunday August 27th, 2017. Mayor Peterson explained that in the past the Village has not made this type of donation, but individual Trustees have made donations. Mayor Peterson suggested Matt Wenzel share this information on social media.

Communities for Christ is asking to host the 12th Annual Day of Prayer at the Gazebo on June 2nd, 2018. They also would like to reserve the Gazebo for June 1st to set up equipment. They are asking for power for the sound system 10 picnic tables and 2 garbage cans. Trustee Lopez made the motion, seconded by Trustee Buxton to approve the request. Voice vote was called; all ayes. Motion carried.

A letter from Steve Rauschenberger of Technology and Manufacturing Association thanking Mayor Peterson for opting out of the new Cook County Ordinance regulating minimum wage and employee personal time off.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Trustee Lopez made a moiton to approve Option One regading Phase II Environmental Site Assessment on Sauk Trail and Cottage Grove. Trustee Buxton seconded the moiton. Roll was called. The following Trustees voted ayed; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Mayor Peterson was approached by the "Neverly Brothers" and met with them to discuss a music event. Certain vendors also donated to the event to help cover the cost. Additional donations would be needed to host a Steger Days of Music Event. The cost would include a tent and a sound system.the event would be held Saturday,

August 19, 2017. An Economic Development Corporation will be formed and may be of assistance to the event. Fireworks and a beer tent can also be considered. Chief Boehm explained that a one day event can be secured by the Steger Police Department. Trustee Perchinski made a motion to move forward with the event. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Sarek and Buxton. Trustees Lopez and Skrezyna voted no. Mayor Peterson voted yes. Motion carried.

Trustee Perchinski made a motion to approve the Special Event Application Request from Park of Hope. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1162 VACATING PORTIONS OF A CERTAIN ALLEY AND AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO A CERTAIN VACATION AGREEMENT FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1163 AMENDING CHAPTER 50, SECTION 50-63 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING TEMPORARY STRUCTURES FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to table ORDINANCE NO. 1164 AMENDING CHAPTER 2, SECTION 2-457 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING THE RECREATION BOARD FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Buxton seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1165 AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN AGREEMENT WITH LAMASTUS DEVELOPMENT, INC. TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Lopez made a motion to table RESOLUTION NO. 1111 AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND ANDY FRAIN SERVICES, INC. TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

MINUTES OF JULY 5, 2017 – page 5

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

MEETING ADJOURNED AT 7:40 pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

DATE: 07/14/17

Friday July 14, 2017

PAGE 1

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
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| EXCEL ELECTRIC INC 121114 | | 01-00-31400 | | MAINT.-TRAFFIC & | 492.00 |
| FASTENAL COMPANY ILSTE139608 | | 01-00-31400 | | MAINT.-TRAFFIC & | 88.20 |
| EXCEL ELECTRIC INC 121062 | | 01-00-31401 | | MAINT.-OTHER ELEC | 9368.30 |
| EXCEL ELECTRIC INC 121086 | | 01-00-31401 | | MAINT.-OTHER ELEC | 437.22 |
| COMED 22049 0717 | | 01-00-33102 | | ELECTRICITY-TRAFF | 130.38 |
| COMED 24002 0717 | | 01-00-33102 | | ELECTRICITY-TRAFF | 205.26 |
| COMED 58004 0717 | | 01-00-33102 | | ELECTRICITY-TRAFF | 45.74 |
| COMED 73007 0717 | | 01-00-33102 | | ELECTRICITY-TRAFF | 115.33 |
| COMED 81001 0717 | | 01-00-33102 | | ELECTRICITY-TRAFF | 38.20 |
| HERITAGE F/S, INC. 72021 | | 01-00-33300 | | GASOLINE & OIL | 44.40 |
| SA-SO 517-1467 | | 01-00-33400 | | PRINTING & SUPPLI | 210.20 |
| ALPINE VALLEY WATER, INC. 81281 | | 01-00-33500 | | OFFICE SUPPLIES | 13.00 |
| ALPINE VALLEY WATER, INC. 81419 | | 01-00-33500 | | OFFICE SUPPLIES | 5.50 |
| WALTON OFFICE SUPPLY 301025-0 | | 01-00-33500 | | OFFICE SUPPLIES | 11.91 |
| ABSOLUTE BEST CLEANING SERVICES, INC. 12764 | | 01-00-33502 | | CLEANING SERVICE | 657.14 |
| FEDEX OFFICE 5-856-19053 | | 01-00-33600 | | POSTAGE | 63.14 |
| COMCAST BUSINESS 54631986 | | 01-00-33700 | | TELEPHONE | 419.50 |
| COMCAST 070117 | | 01-00-33700 | | TELEPHONE | 44.27 |
| VERIZON WIRELESS 9788652834 | | 01-00-33700 | | TELEPHONE | 500.72 |
| COMCAST 070117 | | 01-00-33701 | | CABLE/INTERNET SE | 134.90 |
| CANON FINANCIAL SERVICES, INC 1748142 | | 01-00-33901 | | RENTAL-EQUIPMENT | 361.40 |
| T & T BUSINESS SYSTEMS, INC. 91382 | | 01-00-33901 | | RENTAL-EQUIPMENT | 141.00 |
| PACE SUBURBAN BUS / V A N P O O L 474685 | | 01-00-33902 | | SENIOR BUS LEASE | 100.00 |
| FORTE 26173 | | 01-00-33904 | | EPAY & LEIN FEES | 5.00 |
| DLA ARCHITECTS LTD 170655 | | 01-00-34102 | | PROFESSIONAL SERV | 9188.75 |
| KANE MC KENNA AND ASSOCIATES INC 14754 | | 01-00-34102 | | PROFESSIONAL SERV | 1327.50 |
| KANE MC KENNA AND ASSOCIATES INC 14755 | | 01-00-34102 | | PROFESSIONAL SERV | 1237.50 |
| KANE MC KENNA AND ASSOCIATES INC 14756 | | 01-00-34102 | | PROFESSIONAL SERV | 637.50 |
| KANE MC KENNA AND ASSOCIATES INC 14807 | | 01-00-34102 | | PROFESSIONAL SERV | 1312.50 |

DATE: 07/14/17

Friday July 14, 2017

PAGE 2

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO | DESCRIPTION | AMOUNT | DIST |
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| KANE MC KENNA AND ASSOCIATES INC | 14808 | 01-00-34102 | | | PROFESSIONAL SERV | 2287.50 | |
| MUNICIPAL CODE CORPORATION | 00291875 | 01-00-38500 | | | BOOKS/MANUALS | 2718.71 | |
| SOUTH SUBURBAN MAYORS & MANAGERS ASSOC | 2017-263 | 01-00-38800 | | | MEETING/CONFERENC | 200.00 | |
| COOK COUNTY VITAL STATISTICS | ZAGONE 2017 | 01-00-38901 | | | DUES & SUBSCRIPTI | 10.00 | |
| ILLINOIS CITY/COUNTY MANAGEMENT ASSOC. | 2017-18 | 01-00-38901 | | | DUES & SUBSCRIPTI | 222.50 | |
| SOUTH SUBURBAN MAYORS & MANAGERS ASSOC | 2017-263 | 01-00-38901 | | | DUES & SUBSCRIPTI | 2965.00 | |
| K-MART #7289 | 061617 | 01-00-38908 | | | DRIVING THE DIXIE | 135.85 | |
| K-MART #7289 | 061717 | 01-00-38908 | | | DRIVING THE DIXIE | 16.93 | |
| PROSHRED SECURITY | 100092757 | 01-00-38917 | | | REFUSE/SHREDDING | 45.00 | |
| CANON FINANCIAL SERVICES, INC | 1748142 | 01-00-41100 | | | LASERFICHE PRINCI | 1158.00 | |
| TOTAL FOR FUND 01 | | DEPT. 00 | | | | 37095.95 | |
| REGENCY ELECTRIC | 2238 | 01-01-30260 | | | SALARY-ELECTRICAL | 60.00 | |
| ANDREWS PRINTING | 59283 | 01-01-33400 | | | PRINTING & SUPPLI | 229.00 | |
| TOTAL FOR FUND 01 | | DEPT. 01 | | | | 289.00 | |
| DRISCOLL, BRIAN | 2017-06 | 01-06-34550 | | | HEARING OFFICER | 200.00 | |
| MUNICIPAL SYSTEMS, INC | 14248 | 01-06-34901 | | | C-TICKET EXPENSES | 787.50 | |
| TOTAL FOR FUND 01 | | DEPT. 06 | | | | 987.50 | |
| TERRY'S FORD | 09313 | 01-07-31805 | | | MAINT.-VEHICLE | 2409.34 | |
| ANDREWS PRINTING | 59309 | 01-07-33400 | | | PRINTING & SUPPLI | 167.00 | |
| VERIZON WIRELESS | 9788652834 | 01-07-33700 | | | TELEPHONE | 60.81 | |
| DRISCOLL, BRIAN | 2017-06 | 01-07-34550 | | | HEARING OFFICER | 500.00 | |
| MUNICIPAL SYSTEMS, INC | 14247 | 01-07-34902 | | | ADMIN BLDG CODE & | 225.00 | |
| ACE HARDWARE IN STEGER | 063017 | 01-07-38900 | | | TRAINING EXPENSES | 4.13 | |
| SOUTHWEST SUBURBAN HOME BUILDERS ASSOC. | 14001 | 01-07-38901 | | | DUES AND SUBSCRIP | 50.00 | |

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| TOTAL FOR FUND 01 | | DEPT. 07 | | | 3416.28 |
| RICHMOND APPRAISALS LLC 1665 W. 235 ST | | 01-08-34500 | | CONSULTING SERVIC | 550.00 |
| RICHMOND APPRAISALS LLC 22910 LAHON | | 01-08-34500 | | CONSULTING SERVIC | 450.00 |
| TOTAL FOR FUND 01 | | DEPT. 08 | | | 1000.00 |
| TOTAL FOR FUND 01 | | | | 42788.73 | |
| EQUIPMENT MANAGEMENT COMPANY 51137 | | 02-00-31800 | | MAINT-TOOLS & WOR | 1490.00 |
| EASTCOM AUGUST 2017 | | 02-00-31801 | | MAINT-RADIOS | 87.50 |
| MINER ELECTRONICS CORP 263356 | | 02-00-31801 | | MAINT-RADIOS | 165.50 |
| CHRISTENSON SUPERSTORE 364182 | | 02-00-31805 | | MAINT-VEHICLES | 327.23 |
| JAMES HERR & SONS 103224 | | 02-00-31805 | | MAINT-VEHICLES | 1060.17 |
| MONARCH AUTO SUPPLY INC 6981-391399 | | 02-00-31805 | | MAINT-VEHICLES | 11.43 |
| MONARCH AUTO SUPPLY INC 6981-391457 | | 02-00-31805 | | MAINT-VEHICLES | 2.99 |
| MONARCH AUTO SUPPLY INC 6981-391572 | | 02-00-31805 | | MAINT-VEHICLES | 174.28 |
| MONARCH AUTO SUPPLY INC 6981-391750 | | 02-00-31805 | | MAINT-VEHICLES | 73.99 |
| MONARCH AUTO SUPPLY INC 6981-U392048 | | 02-00-31805 | | MAINT-VEHICLES | 11.43 |
| HERITAGE F/S, INC. 72021 | | 02-00-33300 | | GASOLINE & OIL | 444.00 |
| HERITAGE F/S, INC. 72022 | | 02-00-33300 | | GASOLINE & OIL | 70.59 |
| WALTON OFFICE SUPPLY 301006-0 | | 02-00-33500 | | OFFICE SUPPLIES | 317.01 |
| ACE HARDWARE IN STEGER 063017 | | 02-00-33501 | | SHOP SUPPLIES | 17.09 |
| AIRGAS USA LLC 9945766310 | | 02-00-33501 | | SHOP SUPPLIES | 21.41 |
| VERIZON WIRELESS 9788652834 | | 02-00-33700 | | TELEPHONE/CELL/AI | 120.10 |
| MW LEASING COMPANY LLC LO110980 | | 02-00-33901 | | RENTAL EQUIPMENT | 253.66 |
| EASTCOM AUGUST 2017 | | 02-00-34252 | | EASTCOM DISPATCH | 3317.00 |
| COMMUNICATIONS DIRECT INC IN141999 | | 02-00-37808 | | NEW-RADIOS | 680.00 |
| PARK FOREST FIRE DEPARTMENT 2017-4 | | 02-00-38901 | | DUES & SUBSCRIPTI | 200.00 |

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

REGISTER # 799

DATE: 07/14/17

Friday July 14, 2017

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| TOTAL FOR FUND 02 | | DEPT. 00 | | | 8822.52 |
| TOTAL FOR FUND 02 | | | | 8822.52 | |
| EXCEL ELECTRIC INC 121090 | | 03-30-31100 | | MAINT-BUILDING | 1202.45 |
| COMED 19001 0717 | | 03-30-33100 | | ELECTRICITY | 2.62 |
| ABSOLUTE BEST CLEANING SERVICES, INC. 12764 | | 03-30-33502 | | CLEANING SERVICE | 985.72 |
| ACE HARDWARE IN STEGER 063017 | | 03-30-33503.09 | | SUPPLIES-AFTER SC | 6.73 |
| GOODMAN, KELLY JUNE 2017 | | 03-30-33504.01 | | INSTRUCTOR-AEROBI | 120.00 |
| PEDERSOLI, JODI JUNE 2017 | | 03-30-33504.01 | | INSTRUCTOR-AEROBI | 240.00 |
| VERIZON WIRELESS 9788652834 | | 03-30-33700 | | TELEPHONE | 30.06 |
| KONICA MINOLTA BUSINESS SOLUTIONS 9003670026 | | 03-30-33703 | | MAINTENANCE CONTR | 2.26 |
| KONICA MINOLTA BUSINESS SOLUTIONS 9003691061 | | 03-30-33703 | | MAINTENANCE CONTR | 27.50 |
| SMITHEREEN COMPANY 1566592 | | 03-30-33703 | | MAINTENANCE CONTR | 59.00 |
| SUBURBAN LANDSCAPING 106813 | | 03-30-33703 | | MAINTENANCE CONTR | 365.00 |
| PROTECTION ONE ALARM MONITORING, INC. 062717 | | 03-30-33704 | | SECURITY SYSTEM | 117.65 |
| PROTECTION ONE ALARM MONITORING, INC. 070417 | | 03-30-33704 | | SECURITY SYSTEM | 68.24 |
| TOTAL FOR FUND 03 | | DEPT. 30 | | | 3227.23 |
| CRETE LUMBER & SUPPLY CO B121257 | | 03-31-31300 | | MAINT-PARKS/PLAYG | 51.73 |
| EXCEL ELECTRIC INC 121090 | | 03-31-31300 | | MAINT-PARKS/PLAYG | 1202.44 |
| FASTENAL COMPANY ILSTE139157 | | 03-31-31300 | | MAINT-PARKS/PLAYG | 51.62 |
| FASTENAL COMPANY ILSTE139186 | | 03-31-31300 | | MAINT-PARKS/PLAYG | 8.10 |
| COMED 29006 0717 | | 03-31-33100 | | ELECTRICITY | 1240.75 |
| COMED 66000 0717 | | 03-31-33100 | | ELECTRICITY | 679.47 |
| COMED 82008 0717 | | 03-31-33100 | | ELECTRICITY | 355.16 |
| STANLEY CONVERGENT SECURITY SOLUTIONS 14712516 | | 03-31-33704 | | SECURITY SYSTEM | 150.00 |
| TOTAL FOR FUND 03 | | DEPT. 31 | | | 3739.27 |

DATE: 07/14/17

REGISTER # 799
Friday July 14, 2017

PAGE 5

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| TOTAL FOR FUND 03 | | | | | | 6966.50 | |
| JAMES HERR & SONS | 103270 | 04-00-31805 | | | MAINT-VEHICLES | 63.02 | |
| JAMES HERR & SONS | 103302 | 04-00-31805 | | | MAINT-VEHICLES | 40.76 | |
| JAMES HERR & SONS | 103315 | 04-00-31805 | | | MAINT-VEHICLES | 120.19 | |
| JAMES HERR & SONS | 103317 | 04-00-31805 | | | MAINT-VEHICLES | 40.76 | |
| JAMES HERR & SONS | 103323 | 04-00-31805 | | | MAINT-VEHICLES | 212.83 | |
| JAMES HERR & SONS | 103327 | 04-00-31805 | | | MAINT-VEHICLES | 63.46 | |
| POMP'S TIRE SERVICE INC. | 0410478452 | 04-00-31805 | | | MAINT-VEHICLES | 281.48 | |
| SCOTT'S-U-SAVE | 412788 | 04-00-31805 | | | MAINT-VEHICLES | 26.00 | |
| SAUK TRAIL CAR WASH | 063017 | 04-00-31805 | | | MAINT-VEHICLES | 287.85 | |
| ACE HARDWARE IN STEGER | 063017 | 04-00-32900 | | | MAINT-OTHER | 17.53 | |
| OVERDOORS OF ILLINOIS INC | 153143 | 04-00-32900 | | | MAINT-OTHER | 190.00 | |
| HERITAGE F/S, INC. | 72021 | 04-00-33300 | | | GASOLINE & OIL | 960.60 | |
| ABSOLUTE BEST CLEANING SERVICES, INC. | 12764 | 04-00-33502 | | | CLEANING SERVICE | 657.14 | |
| COMCAST | 070317 | 04-00-33700 | | | TELEPHONE/CELL/AI | 136.95 | |
| VERIZON WIRELESS | 9788652834 | 04-00-33700 | | | TELEPHONE/CELL/AI | 832.65 | |
| VERIZON WIRELESS | 9788652834 | 04-00-33700 | | | TELEPHONE/CELL/AI | 38.01 | |
| COMCAST | 070317 | 04-00-33701 | | | CABLE/INTERNET | 134.90 | |
| JCM UNIFORMS | 731180 | 04-00-33702 | | | RADIO SERVICE/STA | 39.95 | |
| JCM UNIFORMS | 731181 | 04-00-33702 | | | RADIO SERVICE/STA | 39.95 | |
| SERVPRO OF KANKAKEE COUNTY | 5201970 | 04-00-34102 | | | PROFESSIONAL SERV | 353.50 | |
| EASTCOM | AUGUST 2017 | 04-00-34252 | | | EASTCOM DISPATCH | 18941.00 | |
| CHICAGO TRIBUNE COMPANY | 003307289 | 04-00-35300 | | | NOTICES-REQUEST F | 73.00 | |
| JCM UNIFORMS | 731473 | 04-00-37302 | | | NEW-UNIFORMS | 378.82 | |
| JCM UNIFORMS | 733345 | 04-00-37302 | | | NEW-UNIFORMS | 421.84 | |
| LEXISNEXIS RISK SOLUTIONS | 20170630 | 04-00-38901 | | | DUES & SUBSCRIPTI | 43.50 | |
| ILLINOIS LAW ENFORCEMENT ALARM SYSTEM | DUES6983 | 04-00-38901 | | | DUES & SUBSCRIPTI | 120.00 | |
| PROSHRED SECURITY | 100092674 | 04-00-38917 | | | RECORD DISPOSAL | 45.00 | |

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TOTAL FOR FUND 04 DEPT. 00 24560.69

VERIZON WIRELESS
9788652834 04-02-33700 TELEPHONE 18.99

TOTAL FOR FUND 04 DEPT. 02 18.99

TOTAL FOR FUND 04 24579.68

| | | | | | | |
|-------------------------------------|--|----------------|--|-------------------|----------|--|
| THORN CREEK BASIN SANITARY DISTRICT | | | | | | |
| JUNE 2017 | | 06-00-15800 | | A/P-THORN CREEK S | 40277.99 | |
| MILLERS READY MIX | | | | | | |
| 078892 | | 06-00-31204 | | MAINT-PATCHING (R | 366.00 | |
| H.D. SUPPLY WATERWORKS LTD | | | | | | |
| H424077 | | 06-00-31504 | | MAINT-MAINS | 717.41 | |
| H.D. SUPPLY WATERWORKS LTD | | | | | | |
| H435219 | | 06-00-31504 | | MAINT-MAINS | 27.68 | |
| M&J UNDERGROUND, INC | | | | | | |
| M17-0206 | | 06-00-31504.01 | | MAINT-MAINS OUTSI | 8600.00 | |
| GASVODA & ASSOCIATES INC. | | | | | | |
| INV1701300 | | 06-00-31508 | | MAINT-CHLORINATOR | 1655.32 | |
| KEITHS POWER EQUIPMENT INC | | | | | | |
| 56237 | | 06-00-31800 | | MAINT-TOOLS & WOR | 105.00 | |
| O'REILLY AUTO PARTS | | | | | | |
| 3414-429054 | | 06-00-31805 | | MAINT-VEHICLES | 5.49 | |
| SAUK TRAIL CAR WASH | | | | | | |
| 063017 | | 06-00-31805 | | MAINT-VEHICLES | 14.95 | |
| COMED | | | | | | |
| 80004 0717 | | 06-00-33100 | | ELECTRIC | 60.05 | |
| NICOR GAS | | | | | | |
| 1000 2 0717 | | 06-00-33200 | | HEATING | 21.06 | |
| HERITAGE F/S, INC. | | | | | | |
| 72021 | | 06-00-33300 | | GASOLINE & OIL | 333.00 | |
| HERITAGE F/S, INC. | | | | | | |
| 72022 | | 06-00-33300 | | GASOLINE & OIL | 70.58 | |
| ANDREWS PRINTING | | | | | | |
| 59309 | | 06-00-33400 | | PRINTING & SUPPLI | 115.50 | |
| ACE HARDWARE IN STEGER | | | | | | |
| 063017 | | 06-00-33501 | | SHOP SUPPLIES | 156.06 | |
| ALPINE VALLEY WATER, INC. | | | | | | |
| 81157 | | 06-00-33501 | | SHOP SUPPLIES | 25.75 | |
| FASTENAL COMPANY | | | | | | |
| ILSTE139143 | | 06-00-33501 | | SHOP SUPPLIES | 5.03 | |
| FASTENAL COMPANY | | | | | | |
| ILSTE139308 | | 06-00-33501 | | SHOP SUPPLIES | 18.55 | |
| FASTENAL COMPANY | | | | | | |
| ILSTE139512 | | 06-00-33501 | | SHOP SUPPLIES | 7.05 | |
| FASTENAL COMPANY | | | | | | |
| ILSTE139831 | | 06-00-33501 | | SHOP SUPPLIES | 11.24 | |
| FASTENAL COMPANY | | | | | | |
| ILSTE139838 | | 06-00-33501 | | SHOP SUPPLIES | 8.81 | |

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

DATE: 07/14/17

Friday July 14, 2017

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|----------------------------|--------|-------------|------------|----------------------|-------------|
| FASTENAL COMPANY | | | | | |
| ILSTE140181 | | 06-00-33501 | | SHOP SUPPLIES | 6.47 |
| VERIZON WIRELESS | | | | | |
| 9788652834 | | 06-00-33700 | | TELEPHONE | 367.87 |
| UNIFIRST CORPORATION | | | | | |
| 062 0242690 | | 06-00-33800 | | UNIFORM SERVICE | 46.22 |
| UNIFIRST CORPORATION | | | | | |
| 062 0243697 | | 06-00-33800 | | UNIFORM SERVICE | 21.02 |
| UNIFIRST CORPORATION | | | | | |
| 062 0243788 | | 06-00-33800 | | UNIFORM SERVICE | 46.23 |
| UNIFIRST CORPORATION | | | | | |
| 062 0244910 | | 06-00-33800 | | UNIFORM SERVICE | 46.23 |
| UNIFIRST CORPORATION | | | | | |
| 062 0245955 | | 06-00-33800 | | UNIFORM SERVICE | 21.02 |
| UNIFIRST CORPORATION | | | | | |
| 062 0246047 | | 06-00-33800 | | UNIFORM SERVICE | 47.64 |
| HACH COMPANY | | | | | |
| 10497490 | | 06-00-33907 | | CHEMICALS | 319.41 |
| WATER SOLUTIONS UNLIMITED | | | | | |
| 41802 | | 06-00-33907 | | CHEMICALS | 250.26 |
| SUBURBAN LABORATORIES INC | | | | | |
| 145977 | | 06-00-34800 | | WATER TESTING FEE | 190.00 |
| MARTIN IMPLEMENT SALES INC | | | | | |
| P08317 | | 06-00-37800 | | NEW-TOOLS & WORK | 73.20 |
| TOTAL FOR FUND 06 | | DEPT. 00 | | | 54038.09 |

TOTAL FOR FUND 06 54038.09

| | | | | | |
|----------------------------|--|-------------|--|-------------------|-------|
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8854 | | 07-00-31213 | | MAINT-MOWING & PA | 50.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8855 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8856 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8857 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8859 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8860 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8862 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8863 | | 07-00-31213 | | MAINT-MOWING & PA | 50.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8864 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8865 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8867 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8868 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. | | | | | |
| 8869 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |

DATE: 07/14/17

Friday July 14, 2017

PAGE 8

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
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| DESIDERIO LANDSCAPING LLC. 8870 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8871 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8872 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8873 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8874 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8875 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8876 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8877 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8878 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8879 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8884 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8885 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8886 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8887 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8888 | | 07-00-31213 | | MAINT-MOWING & PA | 100.00 |
| DESIDERIO LANDSCAPING LLC. 8889 | | 07-00-31213 | | MAINT-MOWING & PA | 100.00 |
| DESIDERIO LANDSCAPING LLC. 8890 | | 07-00-31213 | | MAINT-MOWING & PA | 125.00 |
| DESIDERIO LANDSCAPING LLC. 8891 | | 07-00-31213 | | MAINT-MOWING & PA | 125.00 |
| DESIDERIO LANDSCAPING LLC. 8892 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| DESIDERIO LANDSCAPING LLC. 8893 | | 07-00-31213 | | MAINT-MOWING & PA | 25.00 |
| ROSAS LANDSCAPING 070617 | | 07-00-31213 | | MAINT-MOWING & PA | 120.00 |
| DESIDERIO LANDSCAPING LLC. 8896 | | 07-00-31214 | | MAINT-TREES REMOV | 2400.00 |
| DESIDERIO LANDSCAPING LLC. 8904 | | 07-00-31214 | | MAINT-TREES REMOV | 8620.00 |
| DESIDERIO LANDSCAPING LLC. 8905 | | 07-00-31214 | | MAINT-TREES REMOV | 8520.00 |
| DESIDERIO LANDSCAPING LLC. 8906 | | 07-00-31214 | | MAINT-TREES REMOV | 236.00 |
| O'REILLY AUTO PARTS 3414-430138 | | 07-00-31700 | | MAINT-MOTORIZED E | 17.54 |
| KEITHS POWER EQUIPMENT INC 54952 | | 07-00-31800 | | MAINT-TOOLS & WOR | 73.55 |
| KEITHS POWER EQUIPMENT INC 56295 | | 07-00-31800 | | MAINT-TOOLS & WOR | 37.70 |
| KEITHS POWER EQUIPMENT INC 56396 | | 07-00-31800 | | MAINT-TOOLS & WOR | 112.50 |

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
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| KEITHS POWER EQUIPMENT INC 52774 | | 07-00-31805 | | MAINT-VEHICLES | 187.50 |
| T.R.L. TIRE SERVICE CORP 17264 | | 07-00-31805 | | MAINT-VEHICLES | 136.43 |
| T.R.L. TIRE SERVICE CORP 272248 | | 07-00-31805 | | MAINT-VEHICLES | 184.90 |
| T.R.L. TIRE SERVICE CORP 272261 | | 07-00-31805 | | MAINT-VEHICLES | 21.95 |
| HERITAGE F/S, INC. 72021 | | 07-00-33300 | | GASOLINE & OIL | 333.00 |
| HERITAGE F/S, INC. 72022 | | 07-00-33300 | | GASOLINE & OIL | 70.58 |
| ACE HARDWARE IN STEGER 063017 | | 07-00-33501 | | SHOP SUPPLIES | 487.30 |
| ALPINE VALLEY WATER, INC. 81157 | | 07-00-33501 | | SHOP SUPPLIES | 25.75 |
| CRETE LUMBER & SUPPLY CO B120690 | | 07-00-33501 | | SHOP SUPPLIES | 113.69 |
| FASTENAL COMPANY ILSTE139192 | | 07-00-33501 | | SHOP SUPPLIES | 98.15 |
| FASTENAL COMPANY ILSTE139334 | | 07-00-33501 | | SHOP SUPPLIES | 88.20 |
| FASTENAL COMPANY ILSTE139703 | | 07-00-33501 | | SHOP SUPPLIES | 41.50 |
| FASTENAL COMPANY ILSTE139855 | | 07-00-33501 | | SHOP SUPPLIES | 2.86 |
| COMCAST 070117 | | 07-00-33700 | | TELEPHONE | 44.90 |
| COMCAST 070117 | | 07-00-33701 | | CABLE/INTERNET SE | 102.08 |
| UNIFIRST CORPORATION 062 0242690 | | 07-00-33800 | | UNIFORM SERVICE | 46.23 |
| UNIFIRST CORPORATION 062 0243697 | | 07-00-33800 | | UNIFORM SERVICE | 21.02 |
| UNIFIRST CORPORATION 062 0243788 | | 07-00-33800 | | UNIFORM SERVICE | 46.22 |
| UNIFIRST CORPORATION 062 0244910 | | 07-00-33800 | | UNIFORM SERVICE | 46.22 |
| UNIFIRST CORPORATION 062 0245955 | | 07-00-33800 | | UNIFORM SERVICE | 21.02 |
| UNIFIRST CORPORATION 062 0246047 | | 07-00-33800 | | UNIFORM SERVICE | 47.63 |
| TOTAL FOR FUND 07 | | DEPT. 00 | | | 23529.42 |
| TOTAL FOR FUND 07 | | | | 23529.42 | |
| MENARDS - MATTESON 48555 | | 16-00-31100 | | MAINT-BUILDING | 65.99 |
| MERTS HVAC 092252 | | 16-00-31100 | | MAINT-BUILDING | 2470.00 |
| GENUINE PARTS COMPANY INC 514549 | | 16-00-31805 | | MAINT-VEHICLES | 27.00- |
| GENUINE PARTS COMPANY INC 517207 | | 16-00-31805 | | MAINT-VEHICLES | 21.41 |

| PAYABLE TO | INV NO | G/L NUMBER | CHECK DATE | CHECK NO DESCRIPTION | AMOUNT DIST |
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| GENUINE PARTS COMPANY INC | 518129 | 16-00-31805 | | MAINT-VEHICLES | 93.22 |
| HERITAGE F/S, INC. | 72021 | 16-00-33300 | | GASOLINE & OIL | 111.00 |
| VERIZON WIRELESS | 9788652834 | 16-00-33700 | | TELEPHONE | 94.52 |
| TYCO INTEGRATED SECURITY | 28912176 | 16-00-33704 | | SECURITY SYSTEM | 175.73 |
| TOTAL FOR FUND 16 | | DEPT. 00 | | | 3004.87 |
| TOTAL FOR FUND 16 | | | | 3004.87 | |

| | | | | | |
|------------------------------|-----------------------|--|--|------------|--|
| ** TOTAL CHECKS TO BE ISSUED | | | | 163729.81 | |
| 01 | CORPORATE | | | 42788.73 | |
| 02 | FIRE PROTECTION | | | 8822.52 | |
| 03 | PLAYGROUND/RECREATION | | | 6966.50 | |
| 04 | POLICE PROTECTION | | | 24579.68 | |
| 06 | WATER/SEWER FUND | | | 54038.09 | |
| 07 | ROAD & BRIDGE | | | 23529.42 | |
| 16 | H.S.E.M. | | | 3004.87 | |
| TOTAL FOR REGULAR CHECKS: | | | | 163,729.81 | |

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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 | |
| AMAZON.COM | 596 | 06/30/17 | D594 | |
| 063017 | 01-00-37902 | NEW-COMPUTER HARD | | 9.99 |
| OLD PLANK TRAIL COMMUNITY B598 | | 06/28/17 | EFT268 | |
| 2434#29 | 01-00-40000 | DEBT SERVICE EXPE | | 579.00 |
| 2434#29 | 01-00-41000 | DEBT SERVICE EXPE | | 33.21 |
| TOTAL FOR FUND 01 | DEPT. 00 | | | 622.20 |
| COOK COUNTY RECORDER | 597 | 06/30/17 | D593 | |
| 201706280030 | 01-08-38900 | OTHER EXPENSES | | 4.00 |
| TOTAL FOR FUND 01 | DEPT. 08 | | | 4.00 |
| TOTAL FOR FUND 01 | | | | 626.20 |
| OLD PLANK TRAIL COMMUNITY B599 | | 06/28/17 | EFT269 | |
| 2428#29 | 02-00-40000 | DEBT SERVICE EXPE | | 1221.21 |
| 2428#29 | 02-00-41000 | DEBT SERVICE EXPE | | 70.17 |
| TOTAL FOR FUND 02 | DEPT. 00 | | | 1291.38 |
| TOTAL FOR FUND 02 | | | | 1291.38 |
| OLD PLANK TRAIL COMMUNITY B600 | | 06/30/17 | EFT270 | |
| 2549#23 | 04-00-40000 | DEBT SERVICE EXPE | | 1343.50 |
| 2549#23 | 04-00-41000 | DEBT SERVICE EXPE | | 82.35 |
| TOTAL FOR FUND 04 | DEPT. 00 | | | 1425.85 |
| TOTAL FOR FUND 04 | | | | 1425.85 |
| THE HOME DEPOT | 595 | 06/30/17 | D592 | |
| 91501 | 06-00-33501 | SHOP SUPPLIES | | 196.90 |

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A/P MANUAL CHECK POSTING LIST

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

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

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| | | | | |
|-------------------|----------|--|--|--------|
| TOTAL FOR FUND 06 | DEPT. 00 | | | 196.90 |
|-------------------|----------|--|--|--------|

| | | | | |
|-------------------|--|--|--------|--|
| TOTAL FOR FUND 06 | | | 196.90 | |
|-------------------|--|--|--------|--|

| | | | | |
|-------------------------------|--|--|---------|--|
| ** TOTAL MANUAL CHECKS LISTED | | | 3540.33 | |
|-------------------------------|--|--|---------|--|

| | | | | |
|-------------------------------|--|--|-----------|--|
| ** TOTAL OF ALL LISTED CHECKS | | | 167270.14 | |
|-------------------------------|--|--|-----------|--|

its residents to amend Chapter 2, Section 2-457 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 2, Section 2-457 of the Village Code regarding the term for the members of the Recreation Board.

**ARTICLE II.
AUTHORIZATION;
AMENDMENT TO CHAPTER 2, SECTION 2-457 OF
THE MUNICIPAL CODE OF STEGER, ILLINOIS**

SECTION 3.0: Amendment to Chapter 2, Section 2-457.

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 2, Section 2-457 as follows:

Sec. 2-457.- Term of Office.

The term of office of the members of the recreation board shall be three five years, or until their successors have been appointed and qualified. ~~The members of the board shall be appointed for such terms that the term of one member shall expire annually.~~

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 immediately after its passage, approval and publication in accordance with applicable law.


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Ordinance No. 1164

PASSED this 5th day of July, 2017.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 5th day of July, 2017.



Kenneth A. Peterson, Jr., Village President

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

RESOLUTION NO. 1111

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

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF STEGER AND ANDY FRAIN SERVICES,
INC. TO PROVIDE SERVICES TO 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") of the Village are committed to ensuring the health, safety and welfare of the Village's residents and visitors; and

WHEREAS, in connection with the foregoing, the Village recognizes the need for a third party to provide uniformed crossing guard personnel and security services at certain locations in the Village (the "Services"); and

WHEREAS, Andy Frain Services, Inc. ("Andy Frain") has agreed to provide the Services to the Village; and

WHEREAS, there exists a Service Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Andy Frain will perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain Andy Frain to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

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

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

**ARTICLE I.
IN GENERAL**

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the Village President or his designee to enter into and approve the Agreement whereby Andy Frain will provide the Services to the Village and to further authorize the Village President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

The Village Board hereby authorizes and directs the Village President or his designee to enter into and approve the Agreement, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the Village President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the Village President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith.

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

SECTION 4: Headings.

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

SECTION 5: Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law,

statute or regulation by a court of competent jurisdiction, 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: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

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Resolution No. 1111

PASSED this 5th day of July, 2017.

Joseph M. Zagone, Jr., Village Clerk

PASSED this 5th day of July 2017.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

Addendum to Agreement # _____, dated _____, between Village of Steger _____, as Customer and Proven Business Systems, LLC, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Proven Business Systems, LLC

Lessor

Signature

Title

Date

Village of Steger

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date that you sign a certificate of acceptance of the Equipment. Transition Billing/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date, which shall be the 20th of each month. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment in accordance with this Agreement. Any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$125.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may do as provided in either (A) or (B), as follows: (A) obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage shall relieve you of your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

AR, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.



SALES AGREEMENT

| | | | |
|---|---------------|--------------------------------------|------------------|
| Date Of Order July 12, 2017 | Customer PO # | Delivery Date | Rep Name Faso |
| Bill To: Village of Steger | | Ship To Police Dept and Fire Dept | |
| Street 35 W. 34 th Street | | Street | |
| City Steger | State IL | Zip 60475 | City State Zip |
| Phone 708-754-8121 | | Phone Fax | |
| Attention: Chief Ken Boehm | | Attention: | |

| Qty | Description | Unit Price | Total |
|-----|--|------------|----------|
| 1 | Police - Canon IRA C5535i, Doc Feed, Fax, Inner Finisher, Cabinet | | In Lease |
| 1 | Fire - Canon IRA C5535i, Doc Feed, Fax, Cabinet | | |
| | | | |
| | | | |

Networking Charges

**Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate*

I (We) decline networking service. ☉ _____

**Additional charges for networking will be billed at the rate of \$300 for the first 2hrs on site as a minimum, plus \$100 for every hour after that.*

Included \$ In Lease _____

Applicable Tax: \$ _____

Networking: \$ Included _____

Delivery/Installation: \$ Included _____

Total: \$ In Lease _____

Customer Signature: _____ **Date:** _____

Proven Business Systems – 18450 Crossing Drive, Ste. D – Tinley Park, IL. 60447

Phone (708) 614 - 1770 Fax (708) 614 - 1760



18450 Crossing Dr. Ste D.
 Tinley Park, IL 60487
 Phone: (708) 614-1770
 Fax: (708) 614-1760

Maintenance Agreement

| | |
|--|------|
| Customer: Village of Steger Police & Fire Dept | |
| Contact: Chief Boehm & Nowell Fillion | |
| Phone: 708-754-8121 | Fax: |
| Address: 35 W. 34 th Street | |
| City/State/Zip: Steger, IL 60475 | |

- CPC (Cost per Copy)* - Includes all parts, labor and supplies, excludes paper and staples.
- CDR (Drum & Roller)* - Includes all parts and labor, drums and rollers, excludes all other supplies.
- P&L (Parts & Labor)* - Excludes all supplies.

| Model | Serial # | ID # | Meter |
|---------------------|----------|------|-------|
| (2) Canon IRA 5535i | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Duration _____ Unlimited Remote IT Support - Annually \$200.00
 Annual Volume _____ / Decline Remote IT Support

Annual Cost _____
 Accessory Fee _____
 FREIGHT/FUEL FEE _____
 TOTAL _____

Billing Term:
 Quarterly Semi-Annual
 Annual Other Actuals

Equip subject to inspection.

All B/W Copies billed @ .009/Copy All Color Copies billed @ .06/Copy

Service rates locked for 2 years and not to exceed a 10% increase years 3,4, &5

 (Authorized Customer Signature) Date

Proven Business Systems requires installation of network monitoring software to automatically retrieve page counts.
 Leased equipment-Maintenance Agreement will run full term of lease and is non cancellable.

Terms and Conditions

- 1) All contracts include the following: Unlimited service calls and all parts. Contracts exclude the following unless specified on the front of this contract:
 - Copiers: Drums, heater rollers, blades, developer, toner, toner bags, fuser oil, color supplies, staples and paper.
 - Fax Machines: Image cartridges, toner, fusers and paper.
- 2) Proven Business Systems, Inc. agrees to provide emergency and all maintenance service on the equipment and accessories described below for a period of one year from the date of this agreement. This maintenance agreement includes all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts except as follows:
 - a) Repairs resulting from causes other than normal use; Abuse or misuse by the operator, operator-inflicted damage to drums, use of supplies or spare parts that do not meet PBS, Inc. specifications and cause abnormal service problems.
 - b) Fire, accident, theft or damage to the machine due to repairs by someone other than an authorized PBS, Inc. representative.
 - c) Reconditioning, rebuilding or overhaul of equipment.
 - d) Changes of toner, paper, and image cartridges on fax machines or installation of accessories.
- 3) If replacement of a consumable item recommended by a PBS, Inc. service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include and not be limited to developer, heater rollers, blades and drums.
- 4) PBS, Inc. shall not be responsible for the repairs or maintenance resulting from the use of supplies or parts not obtained from PBS, Inc. The quality of such parts and supplies varies widely and cannot be warranted by PBS, Inc.
- 5) PBS, Inc. shall not be responsible for delays, inability to provide service call due to strikes, accidents, embargoes, act of God or any other event beyond its control. All service under this agreement shall be rendered during normal working hours of 8:00A.M. to 5:00P.M. Monday through Friday.
- 6) Maintenance agreement charges are payable annually or at the expiration of copy limits, which ever comes first, as billed at minimum charges. PBS reserves the right to increase the price of any maintenance agreement after one year or at the expiration of copy limits.
- 7) If the customer does not pay all charges for maintenance or any miscellaneous outstanding invoices promptly when due, PBS, Inc. may a) refuse to service the equipment or b) furnish such on a "Per call" basis and will be charged for all labor, parts and supplies.
- 8) PBS, Inc. reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition on the effective date of the agreement. Should the equipment require repair or overhaul prior to acceptance, such repairs, if requested, will be made at the hourly rates plus parts.
- 9) When in its sole discretion, PBS, Inc. determines a shop reconditioning or shop cleaning is necessary to keep the equipment in working condition, PBS, Inc. will submit to a customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, PBS, Inc. may discontinue service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a "per call" basis at published rates.
- 10) This agreement is not refundable or transferable to a third party. If the equipment is traded in on new PBS, Inc equipment, any unused portion of the yearly contract shall be prorated and applied toward the maintenance of the new equipment.
- 11) There will be a 5% service charge on all contracts that are billed on a semi-annual basis or on a credit card and a 10% service charge on contracts that are billed quarterly. Term billing subject to PBS, Inc. approval.
- 12) PBS, Inc. has the option of using new, compatible or recycled parts in maintaining the equipment, provided they meet or exceed manufacturer specifications.
- 13) This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either partner not less than ninety days prior to any renewal date. Renewal prices are subject to change in accordance with current volume and current prices.
- 14) All contracts that include supplies are based on manufactures specified yield at 5% print or copy coverage. Any additional supplies beyond this spec will charged to the customer at normal supply rates..
- 15) Excluded from this agreement are the print board and network interface card and any labor related to trouble-shoot network related functions, unless otherwise specified on front of this contract.
- 17) Customer agrees to provide suitable electrical service and maintain proper environmental conditions.
- 18) PBS reserves the right to charge .0035 cents per scan.
- 19) All equipment covered by this agreement must have a PBS approved, UL1449 surge protection device installed in line with the equipment or contract is voided in its entirety.

RESOLUTION # 1112

A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY
VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF 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 is the owner of a certain parcel of real property which is described as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Property"); and

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of a municipality may authorize by resolution the sale or public auction of surplus public real estate; and

WHEREAS, information concerning the size, use and zoning of the Property is set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and, with the President, the "Corporate Authorities") do hereby determine that the Property is no longer necessary or useful for the operations of the Village and further declare that it is not in the best interests of the Village or its residents to retain title to the Property; and

WHEREAS, in accordance with Section 11-76-4.1 of the Code, the Corporate Authorities do hereby deem and declare the Property surplus property; and

WHEREAS, pursuant to Section 11-76-4.1 of the Code, the Corporate Authorities had the value of the Property determined by a written appraisal, which appraisal is available in the Village Clerk's office for public inspection during regular business hours; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to sell the Property, which sale shall be conducted by staff, independent contractors and/or agents of the Village (collectively, "Village Staff"); and

WHEREAS, the Corporate Authorities believe that it is in the best interests of the Village to authorize the President, the Village Attorney (the "Attorney") and Village Staff to take all necessary steps to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code; and

WHEREAS, the purchaser(s) of the Property (the "Purchaser") will purchase the Property for at least eighty percent (80%) of the appraised value; and

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

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

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to declare the Property surplus property, to authorize the sale and disposition of the Property by Village Staff and to authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: Authorization.

The Village Board hereby declares the Property surplus property and authorizes and directs Village Staff to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute applicable agreements for the sale of the Property, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Clerk or a designee of the same is further directed and authorized to publish this Resolution, at the first opportunity after its passage, in a newspaper published and of general circulation in the Village.

SECTION 4: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the applicable agreements for the sale of the Property. Any and all actions

previously performed by officials, employees and/or agents of the Village in connection with carrying out and consummating the transaction(s) contemplated by this Resolution are hereby authorized, approved and ratified by this reference.

SECTION 5: Headings.

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

SECTION 6: Severability.

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

SECTION 7: 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 8: Publication.

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

SECTION 9: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Adopted this ____ Day of _____, 2017 pursuant to a roll call vote as follows:

| TRUSTEE/OFFICIAL | YES | NO | ABSENT |
|--|-----|----|--------|
| Leonard Skrezyna, Jr. | | | |
| Michael Sarek | | | |
| Tim Perchinski | | | |
| Ernie Lopez Jr. | | | |
| William J. Joyce | | | |
| Ryan A. Buxton | | | |
| Kenneth A. Peterson, Jr., Village President | | | |

APPROVED by the Village President on _____, 2017.

Kenneth A. Peterson, Jr.
Village President

ATTEST:

Joseph M. Zagone, Jr.
Village Clerk

EXHIBIT A

Parcel 1

Address: 22910 Lahon Road, Steger, Illinois 60475.

PIN: 32-34-305-023-0000

Legal Description:

LOT 65 IN ARTHUR T. MCINTOSH AND COMPANY'S MILLER WOODS, A
SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 35
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Size of the Property: 30,400+/- square feet / 0.70+/- acres.

Use of the Property: Vacant

Zoning for the Property: Residential R1

Total Appraised Value: \$3,000.00

RESOLUTION # 1113

A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY
VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF 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 is the owner of a certain parcel of real property which is described as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Property"); and

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of a municipality may authorize by resolution the sale or public auction of surplus public real estate; and

WHEREAS, information concerning the size, use and zoning of the Property is set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and, with the President, the "Corporate Authorities") do hereby determine that the Property is no longer necessary or useful for the operations of the Village and further declare that it is not in the best interests of the Village or its residents to retain title to the Property; and

WHEREAS, in accordance with Section 11-76-4.1 of the Code, the Corporate Authorities do hereby deem and declare the Property surplus property; and

WHEREAS, pursuant to Section 11-76-4.1 of the Code, the Corporate Authorities had the value of the Property determined by a written appraisal, which appraisal is available in the Village Clerk's office for public inspection during regular business hours; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to sell the Property, which sale shall be conducted by staff, independent contractors and/or agents of the Village (collectively, "Village Staff"); and

WHEREAS, the Corporate Authorities believe that it is in the best interests of the Village to authorize the President, the Village Attorney (the "Attorney") and Village Staff to take all necessary steps to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code; and

WHEREAS, the purchaser(s) of the Property (the "Purchaser") will purchase the Property for at least eighty percent (80%) of the appraised value; and

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

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

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to declare the Property surplus property, to authorize the sale and disposition of the Property by Village Staff and to authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: Authorization.

The Village Board hereby declares the Property surplus property and authorizes and directs Village Staff to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute applicable agreements for the sale of the Property, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Clerk or a designee of the same is further directed and authorized to publish this Resolution, at the first opportunity after its passage, in a newspaper published and of general circulation in the Village.

SECTION 4: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the applicable agreements for the sale of the Property. Any and all actions

previously performed by officials, employees and/or agents of the Village in connection with carrying out and consummating the transaction(s) contemplated by this Resolution are hereby authorized, approved and ratified by this reference.

SECTION 5: Headings.

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

SECTION 6: Severability.

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

SECTION 7: 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 8: Publication.

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

SECTION 9: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Adopted this ____ Day of _____, 2017 pursuant to a roll call vote as follows:

| TRUSTEE/OFFICIAL | YES | NO | ABSENT |
|--|-----|----|--------|
| Leonard Skrezyna, Jr. | | | |
| Michael Sarek | | | |
| Tim Perchinski | | | |
| Ernie Lopez Jr. | | | |
| William J. Joyce | | | |
| Ryan A. Buxton | | | |
| Kenneth A. Peterson, Jr., Village President | | | |

APPROVED by the Village President on _____, 2017.

Kenneth A. Peterson, Jr.
Village President

ATTEST:

Joseph M. Zagone, Jr.
Village Clerk

EXHIBIT A

Parcel 1

Address: 1665 W. 235th Street, Steger, Illinois 60475.

PIN: 23-15-06-203-047-0000

Legal Description:

LOTS 61 AND 62 IN ADAMS ACRES, A SUBDIVISION OF PART OF SECTION 5 AND 6, TOWNSHIP 34 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED 11/27/1948, AS DOCUMENT NUMBER 648410 IN PLAT BOOK 24 PAGE 12, IN WILL COUNTY, ILLINOIS.

Size of the Property: 96,115+/- square feet / 2.21+/- acres.

Use of the Property: Vacant

Zoning for the Property: Residential R1

Total Appraised Value: \$8,500.00

RESOLUTION # 1114

A RESOLUTION DECLARING CERTAIN REAL PROPERTY AS SURPLUS PROPERTY
VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF 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 is the owner of a certain parcel of real property which is described as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Property"); and

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of a municipality may authorize by resolution the sale or public auction of surplus public real estate; and

WHEREAS, information concerning the size, use and zoning of the Property is set forth on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and, with the President, the "Corporate Authorities") do hereby determine that the Property is no longer necessary or useful for the operations of the Village and further declare that it is not in the best interests of the Village or its residents to retain title to the Property; and

WHEREAS, in accordance with Section 11-76-4.1 of the Code, the Corporate Authorities do hereby deem and declare the Property surplus property; and

WHEREAS, pursuant to Section 11-76-4.1 of the Code, the Corporate Authorities had the value of the Property determined by a written appraisal, which appraisal is available in the Village Clerk's office for public inspection during regular business hours; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to sell the Property, which sale shall be conducted by staff, independent contractors and/or agents of the Village (collectively, "Village Staff"); and

WHEREAS, the Corporate Authorities believe that it is in the best interests of the Village to authorize the President, the Village Attorney (the "Attorney") and Village Staff to take all necessary steps to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code; and

WHEREAS, the purchaser(s) of the Property (the "Purchaser") will purchase the Property for at least eighty percent (80%) of the appraised value; and

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

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

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to declare the Property surplus property, to authorize the sale and disposition of the Property by Village Staff and to authorize the President or his designee to take all steps necessary to carry out the terms of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: Authorization.

The Village Board hereby declares the Property surplus property and authorizes and directs Village Staff to sell and dispose of the Property in accordance with Section 11-76-4.1 of the Code and ratifies any and all previous action taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or his designee to execute applicable agreements for the sale of the Property, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Village Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village Clerk or a designee of the same is further directed and authorized to publish this Resolution, at the first opportunity after its passage, in a newspaper published and of general circulation in the Village.

SECTION 4: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the applicable agreements for the sale of the Property. Any and all actions

previously performed by officials, employees and/or agents of the Village in connection with carrying out and consummating the transaction(s) contemplated by this Resolution are hereby authorized, approved and ratified by this reference.

SECTION 5: Headings.

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

SECTION 6: Severability.

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

SECTION 7: 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 8: Publication.

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

SECTION 9: Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Adopted this ____ Day of _____, 2017 pursuant to a roll call vote as follows:

| TRUSTEE/OFFICIAL | YES | NO | ABSENT |
|--|-----|----|--------|
| Leonard Skrezyna, Jr. | | | |
| Michael Sarek | | | |
| Tim Perchinski | | | |
| Ernie Lopez Jr. | | | |
| William J. Joyce | | | |
| Ryan A. Buxton | | | |
| Kenneth A. Peterson, Jr., Village President | | | |

APPROVED by the Village President on _____, 2017.

Kenneth A. Peterson, Jr.
Village President

ATTEST:

Joseph M. Zagone, Jr.
Village Clerk

EXHIBIT A

Parcel 1

Address: 16 W. 31st Place, Steger, Illinois 60475.

PIN: 32-32-413-010-0000 and 32-32-413-011-0000

Legal Description:

LOTS 41 AND 42 IN BLOCK 20 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, BEING THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Size of the Property: 6,250+/- square feet / 0.14+/- acres.

Use of the Property: Vacant

Zoning for the Property: Residential R1

Total Appraised Value: \$3500.00

EXCERPT OF MINUTES OF A REGULAR PUBLIC MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS, HELD IN THE BOARD ROOM OF THE VILLAGE HALL, STEGER, ILLINOIS, AT 7:00 P.M., ON JULY 17, 2017.

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called the following Trustees answered present:

The following Trustees were absent: _____

After a discussion of the necessity of the construction of certain capital improvements, including the construction of a police station, within the Chicago Road Tax Increment Financing District for the benefit of the inhabitants of the Village, by installment purchase thereof, Trustee _____ presented and the Village Clerk read in by title an ordinance the complete text of which is set out below as follows:

ORDINANCE 1166

AN ORDINANCE AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT, THE ISSUANCE OF GENERAL OBLIGATION DEBT CERTIFICATES, SERIES 2017, IN AN AGGREGATE AMOUNT NOT TO EXCEED \$3,900,000 BY AND FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, it is deemed advisable, necessary, and in the best interests of the residents of the Village of Steger, Cook and Will Counties, Illinois (the "Village") to fund (i) the construction of a police station and other capital improvements throughout the Village, (ii) capitalized interest, if necessary, and (iii) the costs of issuance of the Certificates (as defined herein), in accordance with the plans and specifications therefor, prepared for the Village President and Board of Trustees of the Village (the "Board"), approved by the Board and on file with the Village Clerk (such improvements to be referred to as the "Improvements"); and

WHEREAS, pursuant to the provisions of Local Government Debt Reform Act, 30 ILCS 350/17 (the "Act"), the Village has the power and authority to purchase any real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, it is deemed advisable, necessary and in the best interests of the Village and the residents thereof that portions of the Improvements be purchased by an installment purchase agreement entered into pursuant to said Act; and

WHEREAS, the Village shall enter into a contract with the Treasurer of the Village (the "Counter-party") to purchase or lease either real or personal property through an installment purchase agreement and issue certificates evidencing the indebtedness incurred under the agreement. The installment purchase agreement shall be in substantially the form set forth in Section 5 of this ordinance (such installment purchase agreement being referred to herein as the "Contract" or the "Installment Purchase Agreement"), and will be finalized after the sale of the certificates. Further, the Village may enter into contracts with contractors to sell and construct

the Improvements, all as more fully identified in the agreements between the Village and said contractors attached to the Contract as Exhibit A. The Contract, including all costs (including capitalized interest and costs of issuance), is for a sum of not to exceed \$3,900,000, and it provides for the completion and transfer of said Improvements to the Village; and

WHEREAS, the Village will issue its General Obligation Debt Certificates, Series 2017 of the Village evidencing the indebtedness incurred pursuant to the Contract in an aggregate principal amount not to exceed \$3,900,000 (the "Certificates") and will deposit the principal proceeds of the sale of the Certificates relating to the construction into a certain construction fund held by the Village, whereby the Counter-party will receive a portion of the payment for the Improvements as they are acquired and completed and the principal proceeds of sale of the Certificates relating to capitalized interest and the costs of issuance will be deposited with the Village to pay for costs; and

WHEREAS, it is necessary for the Board to approve the form of Contract, including the form, terms and provisions of the Certificates, and authorize and direct the completion and execution thereof following the sale of the Certificates; and

WHEREAS, the Village has previously adopted, approved and created a redevelopment project area known as the Chicago Road Redevelopment Project Area (the "Chicago Road TIF"); and

WHEREAS, the Village has determined that the Improvements and debt service on the Installment Purchase Agreement entered into to finance such Improvements are "redevelopment project costs" within the meaning of Section 8 of the Tax Increment Allocation Redevelopment Act and properly payable from the tax allocation funds generated in the Chicago Road TIF;

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

Section 1. Incorporation of Preambles. The preambles to this ordinance are hereby incorporated into this text as if set out herein in full.

Section 2. Contract a General Obligation, Pledge of Funds to Pay Amounts Due under the Contract. The Village hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are herein pledged or otherwise lawfully available. The Village anticipates paying a portion of the principal and interest due under the Contract from tax allocation funds from the Chicago Road TIF. For the purpose of providing the funds necessary to pay the installments of interest and principal due under the Contract, the Village irrevocably covenants to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract.

Section 3. Issuance of Certificates. It is hereby found and determined that the Village has been authorized by law to issue, and that it is necessary and in the best interests of the Village to authorize the issuance of, the Certificates upon the terms and subject to the conditions set forth in the form of Contract hereinafter set forth and the final terms of the sale consistent with the terms herein contained.

Section 4. Further Acts. From and after the effective date of this ordinance, the Village President and Village Clerk be and they are hereby authorized and directed to finalize all transaction documents following the sale of the Certificates, execute the Contract and the Certificates herein provided for and to do all things necessary and essential, including the execution of any documents, agreements and certificates necessary to carry out the provisions thereof.

Section 5. Forms Approved. The Contract and the Certificates shall be in substantially the following forms contained herein. The Village President and Village Clerk are

hereby authorized to complete such documents following the sale of the Certificates and agree to such additions, modifications, amendments or clarifications as may be appropriate prior to execution of such documents, their execution to constitute their approval of any such additions, modifications, amendments or clarifications and further to constitute conclusive and binding approval hereunder:

[FORM OF INSTALLMENT PURCHASE AGREEMENT]

INSTALLMENT PURCHASE AGREEMENT FOR THE CONSTRUCTION OF
CERTAIN INFRASTRUCTURE PROJECTS FOR THE
VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS

This INSTALLMENT PURCHASE AGREEMENT, made as of this [__ day of ____, 2017] (the "Contract"), by and between the Treasurer of the Village of Steger (hereinafter called the "Counter-party"), and the Village of Steger, Cook and Will Counties, Illinois, a municipal corporation of the State of Illinois (hereinafter called the "Village");

WITNESSETH:

WHEREAS, the Village has determined to construct a police station and other capital improvements and to pay the costs of issuance of the Certificates (as hereinafter defined), all in accordance with the plans and specifications therefor, prepared for the Board of Trustees of the Village (the "Board"), approved by the Village President and Board of the Village and on file with the Village Clerk (such improvements to be collectively referred to as the "Improvements"); and

WHEREAS, pursuant to the Local Government Debt Reform Act, 30 ILCS 350/17 (the "Act"), the Village has the power and authority to purchase any real and personal property for public purposes pursuant to a contract which provides for the consideration for such purchase to be paid in installments during a period not exceeding twenty (20) years; and

WHEREAS, it is deemed advisable, necessary and in the best interests of the Village and the residents thereof that the Improvements be purchased by an installment purchase agreement entered into pursuant to said Act; and

WHEREAS, the Counter-party has offered to perform its contract obligations which will result in the construction and installation of the Improvements on the terms as hereinafter provided and to convey said Improvements to the Village; and

WHEREAS, the Village will issue the aggregate \$[3,900,000] General Obligation Debt Certificates, Series 2017 of the Village evidencing the indebtedness incurred pursuant to this Contract (the "Certificates") and will deposit the principal proceeds of sale of the Certificates relating to the Improvements into a certain construction fund established by the Village, whereby the Counter-party will receive payment for the Improvements as they are acquired and completed and the principal proceeds of sale of Certificates relating to capitalized interest and the costs of issuance will be deposited with the Village to pay for such costs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other valuable consideration, it is mutually agreed by and between the Counter-party and the Village as follows:

1. Counter-party agrees to cause the Improvements to be constructed and acquired and sold to the Village, all in accordance with the contract documents enumerated in the agreement between the Village and the list of contractors attached hereto as Exhibit A (the "Contract Document"), all of which Contract Document is made a part hereof by reference, the same as if set out in full herein. The Contract Document constitutes a contract with the respective contractors which are, respectively, individually responsible for the acquisition, construction and installation of their portion of the Improvements.

2. Counter-party agrees to cause the completion and transfer of the Improvements to the Village, and Village agrees to purchase the Improvements from Counter-party and to pay for costs directly and to pay therefor the principal sum of \$[3,900,000] (the "Deferred Payment Amount"), to be paid in annual installments on June 1 and December 1 of each of the years, and in the aggregate amounts and bearing interest on the unpaid balance from the date of this Contract as set forth above at the rates per annum as follows:

| <u>YEAR</u> | <u>AMOUNT (\$)</u> | <u>INTEREST RATE (%)</u> |
|-------------|--------------------|------------------------------|
| 12/1/2018 | \$165,000 | |
| 12/1/2019 | 215,000 | |
| 12/1/2020 | 220,000 | |
| 12/1/2021 | 225,000 | |
| 12/1/2022 | 235,000 | |
| 12/1/2023 | 240,000 | |
| 12/1/2024 | 245,000 | |
| 12/1/2025 | 250,000 | |
| 12/1/2026 | 260,000 | |
| 12/1/2027 | 265,000 | |
| 12/1/2028 | 275,000 | |
| 12/1/2029 | 280,000 | |
| 12/1/2030 | 330,000 | |
| 12/1/2031 | 335,000 | |
| 6/1/2032 | 360,000 | |

(the final payment schedule to be adjusted following the sale of the Certificates)

The Deferred Payment Amount unpaid and outstanding from time to time shall bear interest from the date of this Contract. Interest calculated as provided herein from the date of this Contract is the maximum amount which may become due under this Contract.

3. Ownership in and to the Improvements, whether or not completed, during all stages of construction and installation, shall and does vest immediately in the Village, and, in the event of a default hereunder by Village, Counter-party shall not remove or take any action to remove any part or all of the materials theretofore delivered or erected in connection with the Improvements. Counter-party shall deliver to the Village all necessary contractors' and sub-

contractors' affidavits and all necessary waivers and releases from all persons who have performed work and labor on or in connection with, furnished services in connection with, or supplied equipment, materials or supplies to or in connection with the construction and installation of the Improvements. Counter-party shall not be restricted from filing claims against the funds held by the Village pursuant to the provisions of applicable state law.

4. A coordinator appointed by the Village, shall act as consulting engineer (the "Consulting Engineer") for the acquisition, construction and installation of the Improvements for and on behalf of the parties. The Consulting Engineer shall generally oversee the construction and installation of the Improvements and shall perform the duties and execute the certificates and other papers provided to be performed or executed by the Consulting Engineer as in this Contract provided.

5. Counter-party hereby assigns and transfers to the holders of the Certificates all of its right, title and interest in and to this Contract, including the right to payment of the Deferred Payment Amount and the interest payable thereon. The Village hereby consents to and approves the assignment of Counter-party's rights hereunder and agrees to issue the Certificates to evidence the indebtedness incurred and the amounts payable by the Village hereunder in an amount equal to the Deferred Payment Amount. The Certificates shall contain all the terms of the Contract, whether specifically stated in the Certificates or not, and the Counter-party and the Village shall make the Contract reasonably available to any holder of a Certificate. Upon the issuance of the Certificates, the Village shall make the payments required under this Contract to pay the principal of, premium, if any, and interest on the Certificates directly to the Paying Agent (as such term is hereinafter defined). The Certificates shall be dated the date of delivery thereof, shall each be designated "General Obligation Debt Certificates, Series 2017" and each of the Certificates shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and integral multiples thereof (or such other multiples upon the advice of the Village's municipal advisor) (but no single Certificate shall represent installments of principal maturing on more than one date) and shall be numbered 1 and upward.

Interest on the Certificates shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Certificates unless the Certificates are authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Certificates are authenticated on or before May 15, 2018, in which case they shall bear interest from the original date, until the principal shall be fully paid. Such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) shall be payable on June 1 and December 1 of each year, commencing on June 1, 2018. The Village shall appoint a financial institution or select the Treasurer of the Village to serve as Certificate Registrar and Paying Agent (the "Certificate Registrar" or "Paying Agent"). Interest on each Certificate shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, to the address of the person in whose name any such Certificate is registered at the close of business on the fifteenth day of the month preceding an interest payment date or at such other address furnished in writing by such person to the Paying Agent. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Paying Agent.

Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business,

the wire transfer shall be made on the next succeeding business day. The Village shall make all payments of principal, premium, if any, and interest on the Certificates to the Paying Agent so that they are received at the Paying Agent by 1:00 p.m. (New York City time) and the Paying Agent shall be instructed to wire transfer such payments so that they are received at the depository by 2:30 p.m. (New York City time).

The Certificates maturing on or after December 1, [2027] are subject to redemption prior to maturity, at the option of the Village, from any available funds, in whole or in part, on December 1, [2026], or any date thereafter, and if in part, in any order of maturity as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at the redemption price of par, plus accrued interest to the date fixed for redemption.

The Certificates shall be signed by the manual or facsimile signatures of the Village President and Village Clerk, and the seal of the Village shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall bear the date of authentication and shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the Village. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Contract unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Contract. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

The Village shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates as provided in this Contract to be kept at the principal corporate trust office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village for the Certificates. The Village is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates.

The Village may determine that it may be beneficial to the Village to have the Certificates held by a central depository system pursuant to an agreement between the Village and The Depository Trust Company, New York, New York ("Depository Trust Company" or "DTC") and have transfers of the Certificates effected by book-entry on the books of the central depository system ("Book Entry System"). The Certificates may be initially issued in the form of a separate single authenticated fully registered Certificate for the aggregate principal amount of each separate maturity of the Certificates. In such case, upon initial issuance, the ownership of such Certificates shall be registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company.

With respect to the Certificates registered in the register kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, the Village and the

Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Certificates with respect to (i) the accuracy of the records of the Depository Trust Company or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Certificates including any notice of redemption, or (iii) the payment to any certificate holder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, premium, if any, or interest on the Certificates except as otherwise provided herein.

If held by the Depository Trust Company, no person other than the Depository Trust Company shall receive an authenticated Certificate evidencing an obligation of the Village to make payments of the principal of and premium, if any, and interest on the Certificates pursuant to this Contract. The Village, the Certificate Registrar and Paying Agent may treat as and deem the Depository Trust Company to be the absolute owner of each of the Certificates for the purpose of (i) payment of the principal of and premium, if any, and interest on such Certificates; (ii) giving notices of redemption and other notices permitted to be given to owners with respect to such Certificates; (iii) registering transfers with respect to such Certificates; (iv) obtaining any consent or other action required or permitted to be taken of or by owners; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Village's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Village of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO, and subject to the provisions herein with respect to consents, the words "CEDE & CO" in this Contract shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Certificate is registered in the name of CEDE & CO, as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Certificates and all notices with respect to such Certificates shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Village to the Depository Trust Company.

Upon receipt by the Village of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Certificates shall no longer be restricted to being registered in the register of the Village kept by the Certificate Registrar in the name of CEDE & CO, as nominee of the Depository Trust Company, but may be registered in whatever name or names the certificate holders transferring or exchanging the Certificates shall designate, in accordance with the provisions of this Contract.

If the Village determines that it is in the best interest of the certificate holders that they be able to obtain certificates for the fully registered Certificates, the Village may notify the Depository Trust Company and the Certificate Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Certificates. In such event, the Certificate Registrar shall prepare, authenticate, transfer and exchange certificates for the Certificates as requested by the

Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Village and the Certificate Registrar to do so, the Certificate Registrar and the Village will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Certificates of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Certificates.

If the Certificates shall no longer be restricted to being registered in the name of the Depository Trust Company, the Certificate Registrar shall cause said Certificates to be printed in blank in such number as the Certificate Registrar shall determine to be necessary or customary; provided, however, that the Certificate Registrar shall not be required to have such Certificates printed until it shall have received from the Village indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to certificate holders by the Village or the Certificate Registrar with respect to any consent or other action to be taken by certificate holders, the Village or the Certificate Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as said Certificates are registered in the name of the Depository Trust Company or CEDE & CO or any substitute nominee, the Village and the Certificate Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Certificates or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Certificates and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Certificate Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the certificate holders for purposes of this agreement and the Village and the Certificate Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the certificate holders. Along with any such certificate or representation, the Certificate Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Certificate Registrar a list of all Beneficial Owners of the Certificates, together with the dollar amount of each Beneficial Owner's interest in the Certificates and the current addresses of such Beneficial Owners.

The Village President is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate the Book-Entry System.

The Certificate Registrar shall not be required to transfer or exchange any certificate during the period commencing at the close of business on the 15th day of the month next preceding any interest payment date on any such Certificate and in any event ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Certificate.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered

owner or such owner's attorney duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity and interest rate and in authorized denominations. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium, if any, or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

6. The Certificates shall be in substantially the following form which shall be completed following the sale thereof:

[FORM OF CERTIFICATE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK AND WILL

VILLAGE OF STEGER

GENERAL OBLIGATION DEBT CERTIFICATE, SERIES 2017

| | | | | |
|-------------|-------------|-------------|----------------|---------|
| Interest | Maturity | Dated | Authentication | |
| <u>Rate</u> | <u>Date</u> | <u>Date</u> | <u>Date</u> | [CUSIP] |

REGISTERED OWNER:

PRINCIPAL SUM:

THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS (the "Village"), hereby acknowledges itself to owe and for value received hereby promises to pay

from the source and as hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date set forth above, the Principal Sum set forth above and to pay interest hereon (computed on the basis of a 360 day year consisting of twelve 30-day months) at the Interest Rate per annum stated above from the interest payment date to which interest has been paid next preceding the Authentication Date of this certificate unless this certificate is authenticated after the fifteenth day of the month next preceding an interest payment date and on or before such interest payment date in which case it shall bear interest from such interest payment date or unless this certificate is authenticated on or before May 15, 2018, in which case it shall bear interest from the Original Date, until the principal is paid, which interest is payable semiannually on June 1 and December 1 in each year, beginning on June 1, 2018, until said Principal Sum is paid.

Principal of this certificate is payable in lawful money of the United States of America at the principal corporate trust office of [_____, _____, Illinois], as certificate registrar and paying agent (the "Certificate Registrar" or "Paying Agent"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar at the close of business on the fifteenth day of the month preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books of the Certificate Registrar or at such other address furnished in writing by such Registered Owner to the Paying Agent. Notwithstanding the foregoing, if payment of principal, premium, if any, or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time).

This certificate is one of a series of certificates issued by the Village in connection with (i) the construction of a police station and other capital improvements throughout the Village, (ii) the payment of capitalized interest, and (iii) the payment of the costs of issuance of the \$[3,900,000] General Obligation Debt Certificates, Series 2017 of the Village (the "Certificates"), and has been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement, dated as of the [__ day of July, 2017] (the "Contract"), entered into by and among the Village and the Treasurer of the Village (the "Counter-party"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents. This certificate is issued by the Village in full compliance with the provisions of the Local Government Debt Reform Act, 30 ILCS 350/17, as in effect on the date of delivery of the certificates, and is authorized by said Village President and Board of Trustees of the Village, in all respects as provided by law.

This certificate is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Certificate Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Contract, and upon surrender and cancellation of this certificate. Upon such transfer a new certificate or certificates of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Certificates maturing on or after December 1, [2027] are subject to redemption prior to maturity, at the option of the Village, from any available funds, in whole or in part, on December 1, [2026], or any date thereafter, and if in part, in any order of maturity as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at the redemption price of par, plus accrued interest to the date fixed for redemption.

The certificates are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This certificate may be exchanged at the principal corporate trust office of the Certificate Registrar for a like aggregate principal amount of certificates of the same maturity and interest rate and in authorized denominations, upon the terms set forth in the Contract.

The Village and the Certificate Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal and premium, if any, hereof and interest due hereon and for all other purposes and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of certificates of which this is one, does not exceed any limitation imposed by law. The Village irrevocably covenants to appropriate sufficient moneys on an annual basis to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Such principal, premium, if any, and interest are payable from any funds of the Village legally available for such purpose. Any failure by the Village to make such annual appropriation shall not release the Village from its obligation to pay the debt service on the Certificates. THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER VILLAGE TAXES OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

The Village has designated the Certificates as "qualified tax-exempt obligations" for the purposes and within the meaning of Section 265(b)(3) of the Code.

This certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, said Village of Steger, Cook and Will Counties, Illinois, by its Board of Trustees, has caused this certificate to be signed by the manual or facsimile signatures of the Village President and Village Clerk, and the seal of the Village to be affixed hereto or printed hereon, all as of the Dated Date identified above.

(SEAL)

Village President

Village Clerk

CERTIFICATE OF AUTHENTICATION

This certificate is one of the certificates described in the within mentioned Installment Purchase Agreement and is one of the General Obligation Debt Certificates, Series 2017, of the Village of Steger, Cook and Will Counties, Illinois.

[_____] ,
as Certificate Registrar

By _____
Authorized Officer

[END OF FORM OF CERTIFICATE]

7. The Certificates hereby authorized shall be executed as in this Contract provided, and thereupon be deposited with the Treasurer who receives the taxes of the Village, and be by said Treasurer delivered to the purchaser of the Certificates (the "Purchaser"), upon receipt of the purchase price thereof, the agreement with the Purchaser for the sale of the Certificates heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that the execution and delivery of this Contract and the Certificates is in the best interests of the Village and that no person holding any office of the Village either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in this Contract or in the agreement for the purchase of the Certificates contained herein. The Village is hereby authorized to prepare and distribute a term sheet or other offering material in connection with the issuance and sale of the Certificates.

8. The proceeds derived from the sale of the Certificates shall be used as follows:

(a) Proceeds relating to the construction and acquisition shall be set aside in a separate fund hereby created and designated as the 2017 Construction Fund (the "Construction Fund"), which the Village shall maintain as a separate and segregated account. Money in such fund shall be withdrawn from time to time as needed for the payment of the costs of the Improvements and said money shall be disbursed by the Village from time to time as authorized by the Village. Funds on deposit in the Construction Fund may be invested by the Village Treasurer. All investment earnings in the Construction Fund shall be credited to the Construction Fund.

(b) Proceeds relating to capitalized interest shall be deposited with the Village in the Certificate Fund (defined below).

(c) Proceeds relating to the costs of issuance shall be deposited with the Village to pay for the costs.

9. By acceptance of the Certificates, the certificate holders shall have no obligation or liability under this Contract, nor shall any certificate holder be obligated to perform any of the Counter-party's or Village's obligations or duties hereunder, or make any payment hereunder, or make any inquiry as to the sufficiency of any payment made to the Counter-party or present or file any claim or take any other action to enforce performance under this Contract or collect or enforce payment due hereunder or under the Certificates, except as provided in the Certificates.

10. The Village hereby represents, warrants and agrees that the obligation to make the payments due under the Contract shall be a direct general obligation of the Village payable from (a) the corporate funds of the Village, and (b) such other sources of payment as are herein pledged or otherwise lawfully available. The Village represents and warrants that (i) the total principal amounts due Counter-party, together with all other general obligations of Village, are within all statutory and constitutional debt limitations; (ii) this Contract and the Certificates are the legal, valid and binding obligations of the Village, enforceable in accordance with the terms hereof and thereof and that the execution and delivery of this Contract and the Certificates have been duly authorized by all necessary action of the Village President and Board; and (iii) it will not take any action so as to adversely affect the tax-exempt status of the interest on the Certificates.

The Village agrees that it will appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Contract. Such funds shall be deposited into the Certificate Fund (the "Certificate Fund") which is hereby created. The proceeds of the Certificate Fund shall be used solely and only for paying the Certificates. Interest received from deposits in the Certificate Fund shall be retained in the Certificate Fund for the payment of the Certificates on the interest payment date next after such interest is received.

11. The Village covenants that the principal proceeds from the sale of the Certificates shall be devoted to and used with due diligence for the completion of the Improvements. In order to preserve the exclusion of interest on the Certificates from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Certificates (the "Code") and as an inducement to purchasers of the Certificates, the Village represents, covenants and agrees that:

(a) The Improvements will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity, other than the Village or another state or local governmental unit, will use more than 10% of the proceeds of the Certificates or property financed by the Certificate proceeds other than as a member of the general public. No person or entity other than the Village or another state or local governmental unit will own property financed by Certificate proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or output contract or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Certificates. If the Village enters into a management contract for the Improvements, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Certificates.

(b) No more than 10% of the payment of the principal of, premium on, if any, or interest on the Certificates will be (under the terms of the Certificates, this ordinance or any underlying arrangement), directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such

property or (ii) derived from payments (whether or not to the Village) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Certificate proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Certificate proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Certificate proceeds.

(d) The Village reasonably expects, as of the date hereof, that the Certificates will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Certificates.

(e) No more than 5% of the proceeds of the Certificates will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) Neither the Village nor the Board will take any action or fail to take any action with respect to the Certificates that would result in the loss of the exclusion from gross income for federal tax purposes on the Certificates pursuant to Section 103 of the Code, nor will the Village or the Board act in any other manner which would adversely affect such exclusion.

(g) It shall not be an event of default under this ordinance if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Certificates.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Certificates.

(i) The Village also certifies and further covenants with the purchasers and holders of the Certificates from time to time outstanding, that so long as any of the Certificates remain outstanding, moneys on deposit in any fund or account in connection with the Certificates, whether or not such moneys were derived from the proceeds of the sale of the Certificates or from any other sources, will not be used in a manner which will cause the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code and any lawful regulations promulgated thereunder, as the same presently exist. It shall not be an event of default under this Contract if the interest on any Certificate is not excludable from gross income for federal tax purposes or otherwise pursuant to any provisions of the Internal Revenue Code which is not currently in effect and in existence on the date of issuance of the Certificates. The Village reserves the right, however, to make any investment of such moneys permitted by Illinois law if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or

decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Certificates subject to federal income taxation.

12. The Village agrees to comply with all provisions of the Internal Revenue Code, which if not complied with by the Village, would cause the interest on the Certificates not to be tax exempt in the hands of a holder who is a natural person. The Village further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates; (c) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (d) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

13. Counter-party and Village further agree to the terms in the contracts for the Improvements and incorporated herein by this reference, except as limited or modified by the terms hereof. In event of conflict between such contracts and this Contract, this Contract shall be deemed to control.

14. Village agrees to supply the Purchaser, at no expense to the Purchaser, the opinion of Taft Stettinius & Hollister LLP, Chicago, Illinois, that, assuming compliance with certain covenants, interest paid pursuant to the Contract is, under federal statutes, decisions, regulations and rulings, existing on the date of issuance, excludable from gross income for purposes of federal income taxation under Section 103 of the Internal Revenue Code.

In addition, Village agrees to supply, at no expense to the Purchaser, the opinion of Counsel to the Village in such form as required by Taft Stettinius & Hollister LLP to enable said firm to render its opinion, as aforesaid.

15. Village recognizes that Section 149(a) of the Internal Revenue Code requires the Certificates to be issued and to remain in fully registered form in order for the interest thereon to be exempt from federal income taxation under laws in force at the time the Certificates are delivered. In this connection, the Village agrees that it will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

16. The Certificate Registrar shall, at the direction of the Village, maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new certificate holder and eliminate the name and address of the transferor certificate holder. In addition, the Certificate Registrar shall perform such duties as are agreed to between the Certificate Registrar and the Village pursuant to a separate agreement or agreements.

17. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Counter-party, at

Village of Steger
3320 Lewis Avenue
Steger, Illinois 60009
Attention: Treasurer

If to Village, at

Village of Steger
3320 Lewis Avenue
Steger, Illinois 60009
Attention: Village Manager

IN WITNESS WHEREOF, Counter-party has caused this Contract to be executed by its duly authorized officers and the Village, by its Board of Trustees, has caused this Contract to be executed by the Village President and attested by the Village Clerk, and the seal of the Village to be hereunto affixed, all as of the day and year first above written.

VILLAGE OF STEGER
COOK AND WILL COUNTIES, ILLINOIS

(SEAL)

By _____
Village President

Attest:

By _____
Village Clerk

VILLAGE OF STEGER,
COOK AND WILL COUNTIES, ILLINOIS

By _____
Treasurer

[END OF FORM OF INSTALLMENT PURCHASE AGREEMENT]

Section 6. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Village President and Village Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent and transfer agent as provided herein;
- (b) to maintain a list of certificate holders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Certificates which have been redeemed or paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Certificates cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of Certificates paid or redeemed, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 7. Bank Qualification. The Village hereby designates each of the Certificates as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Village hereby certifies that (i) none of the Certificates will be at any time a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code) and (ii) not more than \$10,000,000 of obligations of any kind (including the Certificates) issued by or on behalf of the Village during calendar year 2017 will be designated for purposes of Section 265(b)(3) of the Code.

Section 8. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 9. Headings. The headings or titles of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this ordinance.

Section 10. Publication. This Ordinance shall be published in pamphlet form.

Section 11. Repealer and Effective Date. All ordinances, resolutions, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed this 17th day of July, 2017.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 17th day of July, 2017.

Kenneth A. Peterson, Jr., Village President

Roll call vote:

Voting in favor:

Voting against:

Not voting:

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called the following Trustees voted AYE:

_____ and the following Trustees voted NAY: _____.

Whereupon the Village President declared the motion carried and the ordinance adopted and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of this meeting of the Village President and Board of Trustees of the Village of Steger, Cook and Will Counties, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk, Village of Steger,
Cook County, Illinois

ORDINANCE NO. 1167

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

**AN ORDINANCE AMENDING CHAPTER 58, SECTION 58-4 AND
ADOPTING CHAPTER 58, SECTIONS 58-19, 58-20 AND 58-21 OF THE
MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING WEAPONS 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") of the Village are committed to ensuring the health, safety and welfare of the Village's residents and visitors; and

WHEREAS, Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) provides that the corporate authorities of each municipality may define, prevent and abate nuisances; and

WHEREAS, the use of certain types of weapons within the Village, including but not limited to, air rifles and firearm replicas, create a public

nuisance; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapter 58, Sections 58-4 and to adopt Chapter 58, Sections 58-19, 58-20 and 58-21 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 Chapter 58, Section 58-4 and to adopt Chapter 58, Sections 58-19, 58-20 and 58-21 of the Village Code to regulate weapons and to authorize the Village President or his designee to take all actions necessary to carry out the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION;
AMENDMENT TO CHAPTER 58, SECTION 58-4 AND ADOPTION OF
CHAPTER 58, SECTIONS 58-19, 58-20 AND 58-21 OF
THE MUNICIPAL CODE OF STEGER, ILLINOIS.**

Section 3.0: Amendment to Section 58-4.

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 58, Section 58-4 as follows:

Sec. 58-4. – Reserved. Regulation of firearms and bow and arrow.

~~(1) No person shall discharge a firearm within the limits of the village unless discharged by a peace officer; or by a person engaged in self defense; or a person engaged in the defense of others, as permitted under the state statutes. For purposes of this section, the definition of "firearm" is the same as that of the Statutes of the State of Illinois.~~

~~(2) No person shall engage in the use of bow and arrow except on their own property at a fixed target which assures that under no circumstances can the arrow leave the user's property and enter upon the property of others or the village's property or easements.~~

~~(3) No person shall discharge an air rifle within the village limits. For purposes of this section, an air rifle is a weapon whose projectile is propelled by either compressed air or gas.~~

~~(4) Any person violating this section shall be fined in an amount not less than \$50.00 and no more than \$500.00.~~

~~(5) Each violation shall be considered a separate offense and subject to a penalty as set forth in subsection (4), above.~~

Section 3.1: Adoption of Chapter 58, Section 58-19.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 58, Section 58-19 as follows:

Sec. 58-19. – Unlawful Use of Weapons.

(a) Definitions: When used in this article, the following words and terms shall have the meanings ascribed herein:

- (1) Air rifle: Any air gun, air pistol, spring gun, spring pistol, BB gun, paintball gun, pellet gun or any implement that is not a firearm which impels a breakable paintball containing washable marking colors or a pellet constructed of hard plastic, steel, lead or other hard materials with a force that reasonably is expected to cause bodily harm.
- (2) Billy club: A short stick or club which is either telescopic or constructed of a solid piece of wood or other man-made material.
- (3) Cartridge: A tubular metal case having a projectile affixed at the front thereof and a cap or primer at the rear end thereof, with the propellant contained in such tube between the projectile and the cap.
- (4) Explosive bullet: The projectile portion of an ammunition cartridge which contains or carries an explosive charge which will explode upon contact with the flesh of a human or an animal.
- (5) Firearm replica: Any replica of a firearm that is of similar shape and size of a firearm that would cause a reasonable person to believe it was a firearm.
- (6) Machine gun: Any weapon, which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot without manually reloading by a single function of the trigger, including the frame or receiver of any such weapon, or sells, manufactures, purchases, possesses, or carries any combination of parts designed or intended for use in converting any weapon into a machine gun, or any combination or parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.
- (7) Stun gun or taser: Any device which is powered by electrical charging units such as batteries and which fires one or several barbs attached to a length of wire and which, upon hitting a human, can send out current capable of disrupting the person's nervous system in such a manner as to render him incapable of normal functioning or any device which is powered by electrical charging units, such as batteries, and which, upon contact with a human or clothing worn by a human, can send out current capable of disrupting the person's nervous system in such a manner as to render him incapable of normal functioning.

(b) Unlawful Use of Weapons: A person commits the offense of unlawful use of weapons when he knowingly:

- (1) Sells, manufactures, purchases, possesses or carries any bludgeon, black-jack, slung-shot, sand-club, sand-bag, metal knuckles or other knuckle weapon regardless of its composition, throwing star, or any knife, commonly referred to as a switchblade knife, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or a ballistic knife, which is a device that propels a knifelike blade as a projectile by means of a coil spring, elastic material or compressed gas. Crossbows, common or compound bows and underwater spearguns are exempted from the definition of ballistic knife; or
- (2) Carries or possesses with intent to use the same unlawfully against another, a dagger, dirk, billy, dangerous knife, razor, stiletto, broken bottle or other piece of glass, stun gun, taser, air rifle, firearm replica or any other dangerous or deadly weapon or instrument of like character; or
- (3) Carries on or about his person in any vehicle, a tear gas gun projector or bomb or any object containing noxious liquid gas or substance, other than an object containing a nonlethal noxious liquid gas or substance designed solely for personal defense carried by a person eighteen (18) years of age or older; or
- (4) Carries or possesses in any vehicle or concealed on or about his person except when on his land or in his own abode, legal dwelling, or fixed place of business, or on the land or in the legal dwelling of another person as an invitee with that person's permission, any pistol, revolver, stun gun or taser or other firearm, except that this subsection (b)(4) does not apply to or affect transportation of weapons that meet one of the following conditions:
 - a. are broken down in a non-functioning state; or
 - b. are not immediately accessible; or
 - c. are unloaded and enclosed in a case, firearm carrying box, shipping box, or other container by a person who has been issued a currently valid Firearm Owner's Identification Card; or
 - d. are carried or possessed in accordance with the Firearm Concealed Carry Act by a person who has been issued a currently valid license under the Firearm Concealed Carry Act; or

- (5) Sets a spring gun; or
- (6) Possesses any device or attachment of any kind designed, used or intended for use in silencing the report of any firearm; or
- (7) Sells, manufactures, purchases, possesses or carries:
 - a. a machine gun; or
 - b. any rifle having one or more barrels less than 16 inches in length or a shotgun having one or more barrels less than 18 inches in length or any weapon made from a rifle or shotgun, whether by alteration, modification, or otherwise, if such a weapon as modified has an overall length of less than 26 inches; or
 - c. any bomb, bomb-shell, grenade, bottle or other container containing an explosive substance of over one-quarter ounce for like purposes, such as, but not limited to, black powder bombs and Molotov cocktails or artillery projectiles; or
- (8) Carries or possesses any firearm, stun gun, taser, air rifle, firearm replica or other deadly weapon in any place which is licensed to sell intoxicating beverages, or at any public gathering held pursuant to a license issued by the village or any public gathering at which an admission is charged, excluding a place where a showing, demonstration or lecture involving the exhibition of unloaded firearms is conducted;

This subsection (b)(8) does not apply to any auction or raffle of a firearm held pursuant to a license or permit issued by a governmental body, nor does it apply to persons engaged in firearm safety training courses; or
- (9) Carries or possesses in a vehicle or on or about his person any pistol, revolver, stun gun, taser, air rifle, firearm replica or firearm when he is hooded, robed or masked in such manner as to conceal his identity; or
- (10) Carries or possesses on or about his person, upon any public street, alley or other public lands within the corporate limits of the village, except when an invitee thereon or therein, for the purpose of the display of such weapon or the lawful commerce in weapons, or except when on his land or in his own abode or fixed place of business, any pistol, revolver, stun gun, taser, air rifle, firearm replica or other firearm; except that this subsection (b)(10) does not apply to or affect transportation of weapons that meet one of the following conditions:

- a. are broken down in a non-functioning state; or
- b. are not immediately accessible; or
- c. are unloaded and enclosed in a case, firearm carrying box, shipping box, or other container by a person who has been issued a currently valid Firearm Owner's Identification Card; or
- d. are carried or possessed in accordance with the Firearm Concealed Carry Act by a person who has been issued a currently valid license under the Firearm Concealed Carry Act.

(11) Sells, manufactures or purchases any explosive bullet.

(12) Carries or possesses on or about his or her person while in a building occupied by the village, a billy club, other weapon of like character, or other instrument of like character intended for use as a weapon.

(c) Presence Of Unlawful Weapons In Vehicles: The presence in an automobile other than a public omnibus of any weapon, instrument or substance in the village referred to in subsection (b)(7) is prima facie evidence that it is in the possession of, and is being carried by, all persons occupying such automobile at the time such weapon, instrument or substance is found, except under the following circumstances: (i) if such weapon, instrument or instrumentality is found upon the person of one of the occupants therein; or (ii) if such weapon, instrument or substance is found in an automobile operated for hire by a duly licensed driver in the due, lawful and proper pursuit of his trade, then such presumption shall not apply to the driver.

(d) Any person violating this section shall be fined in an amount not less than \$50.00 and no more than \$500.00.

(e) Each violation shall be considered a separate offense and subject to a penalty as set forth in subsection (d), above.

(f) Notwithstanding the foregoing, any federal or state law that conflicts with this section, including but not limited to, the Firearm Concealed Carry Act and the Firearm Owners Identification Card Act, shall control and prevail.

SECTION 3.1: ADOPTION OF CHAPTER 58, SECTION 58-20.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 58, Section 58-20 as follows:

Sec. 58-20. – Discharging Firearms, Air Rifles; Use of Bow and Arrow.

(a) Definitions: For the purposes of this section, the following words shall have the meanings respectively ascribed to them:

(1) Air rifle: Means and includes any air gun, air pistol, spring gun, spring pistol, BB gun, paintball gun, pellet gun or any implement that is not a firearm which impels a breakable paintball containing washable marking colors or a pellet constructed of hard plastic, steel, lead or other hard materials with a force that reasonably is expected to cause bodily harm.

(2) Firearm: Any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however:

a. Any air rifle; or

b. Any device used exclusively for signaling or safety and required or recommended by the United States coast guard or the interstate commerce commission; or

c. Any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; or

d. Any antique firearms (other than a machine gun) which, although designed as a weapon, the department of state police of the state of Illinois finds by reason of the date of its manufacture, value, design and other characteristics is primarily a collector's item and is not likely to be used as a weapon.

(b) Discharge Of Firearm Or Air Rifle Prohibited: It is unlawful for any person, except as hereinafter provided, to discharge any firearm or air rifle in the village.

(c) Exemptions:

- (1) Any officer of the law may discharge a firearm in the performance of his duty.
 - (2) A citizen may discharge a firearm when lawfully defending his person or property.
 - (3) Persons may discharge firearms while engaged in skeet shooting at locations where skeet shooting is permitted in the village by the board of trustees. The board may issue a permit, revocable at any time it may determine, to country clubs where the skeet shooting is coincidental to the operation of the club and where the club obtains and files with the village the written consent of all owners of improved properties within the village limits adjoining the country club and the written consent of all owners improved properties within the village limits whose property abuts on portions of the streets which abut the property of the country club.
- (d) No person shall engage in the use of bow and arrow except on their own property at a fixed target which assures that under no circumstances can the arrow leave the user's property and enter upon the property of others or the village's property or easements.
- (e) Any person violating this section shall be fined in an amount not less than \$50.00 and no more than \$500.00.
- (f) Each violation shall be considered a separate offense and subject to a penalty as set forth in subsection (e), above.
- (g) Notwithstanding the foregoing, any federal or state law that conflicts with this section, including but not limited to, the Firearm Concealed Carry Act and the Firearm Owners Identification Card Act, shall control and prevail.

SECTION 3.2: ADOPTION OF CHAPTER 58, SECTION 58-21.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 58, Section 58-21 as follows:

Sec. 58-21.—Unlawful Possession of Firearms or Firearm Ammunition.

(a) A person commits the offense of unlawful possession of firearms or firearm ammunition when:

- (1) He is under eighteen (18) years of age and has in his possession any firearm of a size which may be concealed upon the person; or
- (2) He is under 21 years of age, has been convicted of a misdemeanor other than a traffic offense or adjudged delinquent and has any firearms or firearm ammunition in his possession; or
- (3) He is a narcotic addict and has any firearms or firearm ammunition in his possession; or
- (4) He has been a patient in a mental institution within the past 5 years and has any firearms or firearm ammunition in his possession. For purposes of this paragraph (4):

(a) "Mental institution" means any hospital, institution, clinic, evaluation facility, mental health center, or part thereof, which is used primarily for the care or treatment of persons with mental illness.

(b) "Patient in a mental institution" means the person was admitted, either voluntarily or involuntarily, to a mental institution for mental health treatment, unless the treatment was voluntary and solely for an alcohol abuse disorder and no other secondary substance abuse disorder or mental illness; or

(5) He is a person with an intellectual disability and has any firearms or firearm ammunition in his possession; or

(6) He has in his possession any explosive bullet. For purposes of this subsection (a)(6), "explosive bullet" means the projectile portion of an ammunition cartridge which contains or carries an explosive charge which will explode upon contact with the flesh of a human or an animal. "Cartridge" means a tubular metal case having a projectile affixed at the front thereof and a cap or primer at the rear end thereof, with the propellant contained in such tube between the projectile and the cap.

(b) Any person violating this section shall be fined in an amount not less than \$50.00 and no more than \$500.00.

- (c) Each violation shall be considered a separate offense and subject to a penalty as set forth in subsection (b), above.
- (d) Notwithstanding the foregoing, any federal or state law that conflicts with this section, including but not limited to, the Firearm Concealed Carry Act and the Firearm Owners Identification Card Act, shall control and prevail.

SECTION 3.3: 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 for the articles, sections, paragraphs and sub-paragraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provisions of this Ordinance.

Section 5.0: Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section or part of this Ordinance be determined to be in conflict with any law,

statute, or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, sub-paragraph, section or part thereof 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 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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Ordinance No. 1167

PASSED this ____ day of July, 2017.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of July, 2017.

Kenneth A. Peterson, Jr., Village President

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