

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

FEBRUARY 5, 2018 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of January 16, 2018
- 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. Housing and Community Development Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS:

Business License Application of Children Home Center at 3236 Union Avenue, pending inspections.

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

MONDAY, FEBRUARY 5, 2018 BOARD OF TRUSTEE REGULAR MEETING AGENDA

J. NEW BUSINESS:

- | | |
|---------------------------|---|
| <u>ORDINANCE NO 1186</u> | <u>AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,500,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2018 OF THE VILLAGE OF STEGER, WILL AND COOK COUNTIES, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS</u> |
| <u>ORDINANCE NO 1187</u> | <u>AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FOR THE VILLAGE OF STEGER</u> |
| <u>RESOLUTION NO 1121</u> | <u>A RESOLUTION AUTHORIZING AND APPORIVNG AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND METRO PARAMEDIC SERVICES, INC. TO PROVIDE SERVICES TO THE VILLAGEO OF STEGER, ILLINOIS</u> |

Business License Application of ProTech Auto Repair at 26 E 34th Place, pending inspections.

Business License Application of Robb's Furniture at 3345 Chicago Road, pending inspections.

K. ADJOURNMENT

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

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

The Board of Trustees convened in regular session at 7:00 P.M. on this 16th day of January, 2018 in the Municipal Building of the Village of Steger with Mayor Kenneth A. Peterson, Jr. presiding and Village Clerk Joseph M. Zagone, Jr. attending.

Village Clerk Zagone called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Lopez and Skrezyna. Trustee Buxton arrived at 7:02pm. Also present were; Village Administrator Mary Jo Seehausen, Fire Chief Nowell Fillion, Deputy Police Chief Patrick Rossi, EMA Chief Tom Johnston, Community Center Director Diane Rossi and Director of Public Infrastructure Dave Toepper.

PUBLIC HEARING on Proposed Issuance of Bonds

Mayor Peterson opened the Public Hearing and called upon the Clerk to call the roll for the benefit of the Public Hearing. The following Trustees were present; Joyce, Perchinski, Sarek, Lopez and Skrezyna. Trustee Buxton arrived at 7:02pm. Mayor Peterson explained that the purpose of the Public Hearing was to receive public comment on the proposal to sell Alternate Bonds in an amount not to exceed \$3.5 million dollars to cover the cost of construction of the Police Station and other capital improvements throughout the Village to pay capitalized interest, if any and to pay costs of issuance and expenses for benefit of inhabitants of the Village. Public Notice was published January 8th in the Daily Southtown Newspaper and posted January 12th. **Trustee Buxton arrived at 7:02pm.** Mayor Peterson invited audience and Board members to comment both orally and in writing. No comments were heard. Mayor Peterson closed the Public Hearing.

SWEARING IN OF OFFICERS

Clerk Zagone swore in; Fire Chief Nowell Fillion, EMA Chief Tom Johnston, Community Center Director Diane Rossi, Director of Public Infrastructure Dave Toepper and Housing Director Alice Peterson.
Clerk Zagone swore in Mary Jo Seehausen to the office of Village Administrator. The audience congratulated the newly appointed officers.

PRESENTATION

Presentation by Sami Bader regarding the proposed Children Home Center at 3236 Union Avenue. Mr. Bader explained the plan is to purchase the building, remodel it and open a day care center. Mr. Bader shared brochures with the Board. He plans a complete renovation to the building including façade, paving and landscape. Mr. Bader is requesting a business license and a Class 8 Tax Incentive. Mr. Bader discussed siding, painting and roofing of the structure. Trustee Perchinski explained that in the TIF District the New Downtown area is an area looking more uniform.

Trustee Joyce asked Mr. Bader to work with Village Administrator Seehausen and Public Infrastructure Director Toepper on renovations and remodel plans. Mayor Peterson asked that Mr. Bader work with Administrator and Infrastructure Director to develop a rendering. An economic analysis from Village TIF Consultant can analyze the impact of the day care center on the TIF District and the financial impact on the Village. Mr. Bader is set to close on the property soon. He asked the Board for an approval before the closing. Mayor Peterson could not give a firm answer, but the Board seems interested and needs further information. Mr. Bader will need to make his decision to close on the property based on his own business experience.

MINUTES

Trustee Sarek made a motion to approve the minutes of the January 2, 2018 Board meeting, as all members have copies. Trustee Skrezyna seconded the motion. Voice vote was called: all ayes. Motion carried.

AUDIENCE PARTICIPATION

Carol Lindeman on Barbara Lane thanked the Board for the nice luncheon the other day. Ms. Lindeman then asked why residents were not notified of the recent increase to the garbage bill. It was explained that the increase seemed larger because there was no increase in 2017. The sewer rehab fee on January water bills was for half a cycle. Mayor Peterson reported the increase was published and is on line for residents.

Mr. Lane, 57 year resident asked the Board if it is true the American Flag is being removed from Police officers' uniforms. Mayor Peterson answered that "No, the flag is not being taken off the uniform." Mayor Peterson has researched proper positioning of the flag on uniforms and found that the American flag should be displayed with the stars portion of the flag in the forward moving position. "The flag is staying on the uniform" promised Mayor Peterson.

REPORTS

Village Administrator Mary Jo Seehausen reminded everyone of the annual Christmas tree bonfire/burn on Friday at 6pm at Veterans Park.

The Girl Scouts will be using the Fire Department bay for delivery of Girl Scout cookies on February 15th or 16th. Mrs. Seehausen will get a firm date and the Fire Department will be sure the bay area is available.

The Metro Paramedic contract is set to expire at the end of February. Mrs. Seehausen has met with Mike Tillman of Metro. He has come back with some really good pricing. Mrs. Seehausen will have the pricing available at the next Village Board meeting.

MAP negotiations are continuing. The next meeting will be the end of the month. She is hopeful that in one or two meetings they'll be ready for presentation to the Board.

Administrator Seehausen and Director Toepper have been meeting to re start certain projects. Citgo is preparing plans to start digging in March.

Mary Thompson and Mrs. Seehausen will be meeting about 3419 Chicago Road.

BP is still under construction.

Conversation about the Village signs continues with TTS Granite and others.

Director of Public Infrastructure Dave Toepper reported Thorn Creek has finished removing concrete from the sewer pipe under Steger Road. They are now cleaning up the bypass that was set up in Centennial. In the next few days they should have that operating, with all the blockage removed. Trustee Perchinski inquired where the concrete came from. Mr. Toepper explained no one knows for sure, but probably happened during construction of the school.

Fire Chief Nowell Fillion referred to his weekly report.

Chief Fillion added that a \$130,000 grant to replace all Air Packs is in process with all departments in the area. The Department is working on an AFG grant to replace Truck #37. The Department extrication equipment is outdated and will also be replaced.

Deputy Police Chief Patrick Rossi reminded the public that tickets will be issued when cars are parked on the street after 2" of snowfall. .

EMA Chief Tom Johnston will provide report at later time.

Community Center Director Diane Rossi stated many seniors commented on a very enjoyable luncheon provided by the Village Board.

Housing and Community Development Director Alice Peterson had no report.

Village Attorney had no report.

TRUSTEES' REPORTS

Trustee Buxton reported on the new Steger Budget Report. The report is attached to the official minutes.

Trustee Skrezyna had no report.

Trustee Lopez reminded the audience garbage pickup is on its regular schedule. Pick up will be Wednesday this week, as usual.

Trustee Sarek reported half the Community Center's sound system went out. A.J. is getting prices on the system.

Trustee Perchinski had no report.

Trustee Joyce encouraged the audience to go to the Village website and see that a crossing guard position is available. Share the information with anyone interested in the position.

VILLAGE CLERK had no report.

PRESIDENT PETERSON had no report.

BILLS

Trustee Skrezyna made a motion to approve the bills as listed with four Henry Schein bills on page 3 to be removed. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE – none

UNFINISHED BUSINESS- none

NEW BUSINESS:

Trustee Perchinski made a motion to table the Business License application of Children Home Center at 3236 Union Avenue. Trustee Skrezyna seconded the motion. Voice vote; all aye. Motion carried.

CLOSED SESSION

Trustee Perchinski made a motion to adjourn to Closed Session to discuss personnel. Trustee Sarek seconded the motion. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

7:51pm

MINUTES OF JANUARY 16, 2018 page 5

Trustee Perchinski made a motion to reconvene. Trustee Sarek seconded the motion. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

8:13pm

ADJOURNMENT

Trustee Joyce made a motion to adjourn. Trustee Perchinski seconded the motion. Voice vote was called; all aye. Motion carried.

MEETING ADJOURNED AT 8:14pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

SYS DATE:02/02/18

Village of Steger

SYS TIME:09:42

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

[NW2]

DATE: 02/01/18

REGISTER # 837
Thursday February 1, 2018

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXCEL ELECTRIC INC 121647		01-00-31400		MAINT.-TRAFFIC &	260.80
GUARANTEED TECHNICAL SERV & CONSULT INC 20170666		01-00-32902		MAINT.-COMPUTER H	90.00
COM ED 84103 0118		01-00-33102		ELECTRICITY-TRAFF	780.23
COM ED 99093 0118		01-00-33102		ELECTRICITY-TRAFF	3649.18
HERITAGE F/S, INC. 73368		01-00-33300		GASOLINE & OIL	93.25
HERITAGE F/S, INC. 73416		01-00-33300		GASOLINE & OIL	259.28
HERITAGE F/S, INC. 73417		01-00-33300		GASOLINE & OIL	55.75
DELUXE 02041680826		01-00-33400		PRINTING & SUPPLI	372.42
PIONEER OFFICE FORMS INC. 92987		01-00-33400		PRINTING & SUPPLI	181.52
ALPINE VALLEY WATER, INC. 83057		01-00-33500		OFFICE SUPPLIES	231.00
ALPINE VALLEY WATER, INC. 83058		01-00-33500		OFFICE SUPPLIES	16.50
CINTAS CORPORATION LOCKBOX 5009953847		01-00-33500		OFFICE SUPPLIES	16.23
HOFMANN FLORIST SKREZYNA		01-00-33500		OFFICE SUPPLIES	100.00
WALTON OFFICE SUPPLY 303268-0		01-00-33500		OFFICE SUPPLIES	7.44
WALTON OFFICE SUPPLY 303269-0		01-00-33500		OFFICE SUPPLIES	16.40
WALTON OFFICE SUPPLY 303292-0		01-00-33500		OFFICE SUPPLIES	71.62
WALTON OFFICE SUPPLY 303446-0		01-00-33500		OFFICE SUPPLIES	168.18
COMCAST 012018		01-00-33700		TELEPHONE	67.45
COMCAST 020118		01-00-33700		TELEPHONE	73.91
COMCAST 020118		01-00-33701		CABLE/INTERNET SE	134.90
CANON FINANCIAL SERVICES, INC 18169683		01-00-33901		RENTAL-EQUIPMENT	476.40
PROVEN BUSINESS SYSTEMS 455781		01-00-33901		RENTAL-EQUIPMENT	929.89
PACE SUBURBAN BUS / V A N P O O L 497187		01-00-33902		SENIOR BUS LEASE	100.00
DEL GALDO LAW GROUP LLC 20386		01-00-34100		LEGAL SERVICES	3811.25
DEL GALDO LAW GROUP LLC 20386		01-00-34100		LEGAL SERVICES	43.75
DEL GALDO LAW GROUP LLC 20388		01-00-34100		LEGAL SERVICES	48.75
GIANOPOLUS, DENNIS G. P.C. 17504		01-00-34100		LEGAL SERVICES	2694.90
ALFRED G. RONAN, LTD FEBRUARY 2018		01-00-34500		CONSULTING SERVIC	4000.00
PROSHRED SECURITY 100102603		01-00-38917		REFUSE/SHREDDING	45.00

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Village of Steger

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[NW2]

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DATE: 02/01/18

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
EVT TECH	4073	01-00-39701		FIRST RESPONDER	570.00	
CANON FINANCIAL SERVICES, INC	18169683	01-00-41100		LASERFICHE PRINCI	361.40	
TOTAL FOR FUND 01		DEPT. 00			19727.40	
ANDREWS PRINTING	60738	01-01-33400		PRINTING & SUPPLI	91.00	
ANDREWS PRINTING	60776	01-01-33400		PRINTING & SUPPLI	125.00	
TOTAL FOR FUND 01		DEPT. 01			216.00	
GOVERNMENT PAYMENTS SERVICES	P050660	01-06-24000		OVERPAYMENT-REFUN	25.00	
TOTAL FOR FUND 01		DEPT. 06			25.00	
JAMES HERR & SONS	104900	01-07-31805		MAINT.-VEHICLE	125.34	
MUNICIPAL SYSTEMS, INC	011422	01-07-34902		ADMIN BLDG CODE &	24.72	
TOTAL FOR FUND 01		DEPT. 07			150.06	
TECNICA ENVIRONMENTAL SERVICES INC.	457-162	01-08-34500		CONSULTING SERVIC	2000.00	
TOTAL FOR FUND 01		DEPT. 08			2000.00	
HENRY SCHEIN	47631498	01-20-22040		2% FIRE TAX	13427.25	
ARROW INTERNATIONAL INC	95410755	01-20-31800		MAINT-TOOLS/WORK	307.95	
STONY TIRE INCORPORATED	1-133283	01-20-31805		MAINT-VEHICLES	39.00	
HERITAGE F/S, INC.	73328	01-20-33300		GASOLINE & OIL	42.99	
HERITAGE F/S, INC.	73368	01-20-33300		GASOLINE & OIL	307.00	
HERITAGE F/S, INC.	73416	01-20-33300		GASOLINE & OIL	427.20	
HERITAGE F/S, INC.	73417	01-20-33300		GASOLINE & OIL	180.96	
PIONEER OFFICE FORMS INC.	92997	01-20-33400		PRINTING & SUPPLI	101.54	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
FASTENAL COMPANY	ILSTE142936	01-20-33500			OFFICE SUPPLIES	655.31	
PCS INDUSTRIES	C062077	01-20-33500			OFFICE SUPPLIES	20.02	
PCS INDUSTRIES	CR00210413	01-20-33500			OFFICE SUPPLIES	25.57-	
PCS INDUSTRIES	I3266150	01-20-33500			OFFICE SUPPLIES	221.50	
WALTON OFFICE SUPPLY	303339-0	01-20-33500			OFFICE SUPPLIES	250.06	
ANDERSON, AARON	112-2132230	01-20-33501			SHOP SUPPLIES	20.99	
MENARDS - MATTESON	65098	01-20-33501			SHOP SUPPLIES	82.45	
COMCAST	012018	01-20-33700			TELEPHONE/CELL/AI	22.48	
COMCAST	012018	01-20-33701			CABLE/INTERNET	171.22	
HENRY SCHEIN	48694481	01-20-33702			AMBULANCE SUPPLIE	135.00	
ILLINOIS STATE POLICE	120117	01-20-33900			OTHER SUPPLIES/SE	27.00	
MENARDS - MATTESON	57948	01-20-33900			OTHER SUPPLIES/SE	101.40	
WORKING WELL	00259639-00	01-20-34200			MEDICAL SERVICES	574.00	
METRO PARAMEDIC SERVICES INC.	020-00716	01-20-34250			AMBULANCE SERVICE	21599.80	
MUNICIPAL EMERGENCY SERVICES DEPOSITORY	IN1196877	01-20-37800			NEW TOOLS & WORK	78.07	
LEGEND DATA SYSTEMS INC	120809	01-20-37805			NEW PERSONAL EQUI	36.30	
STATION CHECK	1096	01-20-38901			DUES & SUBSCRIPTI	1500.00	
TOTAL FOR FUND 01		DEPT. 20				40303.92	
JAMES HERR & SONS	104858	01-40-31805			MAINT-VEHICLES	40.76	
JAMES HERR & SONS	104905	01-40-31805			MAINT-VEHICLES	89.29	
JAMES HERR & SONS	104937	01-40-31805			MAINT-VEHICLES	197.05	
JAMES HERR & SONS	104951	01-40-31805			MAINT-VEHICLES	438.19	
POMP'S TIRE SERVICE INC.	0410529807	01-40-31805			MAINT-VEHICLES	281.48	
GUARANTEED TECHNICAL SERV & CONSULT INC	2017693	01-40-32901			MAINT-SOFTWARE/UP	180.00	
HERITAGE F/S, INC.	73368	01-40-33300			GASOLINE & OIL	1386.57	
HERITAGE F/S, INC.	73416	01-40-33300			GASOLINE & OIL	1701.43	
HERITAGE F/S, INC.	73417	01-40-33300			GASOLINE & OIL	939.76	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
ANDREWS PRINTING	60839	01-40-33400			PRINTING & SUPPLI	89.00	
WALTON OFFICE SUPPLY	303253-0	01-40-33500			OFFICE SUPPLIES	196.19	
WALTON OFFICE SUPPLY	303253-1	01-40-33500			OFFICE SUPPLIES	85.07	
WALTON OFFICE SUPPLY	303494-0	01-40-33500			OFFICE SUPPLIES	194.53	
A T & T	708 754 359301	01-40-33700			TELEPHONE/CELL/AI	142.21	
IL DEPT OF INNOVATION AND TECHNOLOGY	T1819618	01-40-33700			TELEPHONE/CELL/AI	5.00	
CINTAS CORPORATION LOCKBOX	5009953844	01-40-33900			ALL OTHER SUPPLIE	63.29	
GUARANTEED TECHNICAL SERV & CONSULT INC	20170666	01-40-34104			COMPUTER IT	1035.00	
WORKING WELL	00259651-00	01-40-34200			MEDICAL	210.00	
P. F. PETTIBONE & CO	173699	01-40-37302			NEW-UNIFORMS	12.80	
MARLIN BUSINESS BANK	15650494	01-40-37902			NEW-COMPUTER HARD	1034.42	
FAJMAN, PETER	012318	01-40-38840			TRAVEL/MEALS REIM	168.44	
LEXISNEXIS RISK SOLUTIONS	121394420171231	01-40-38901			DUES & SUBSRIPTIO	34.00	
POLICE CHIEFS ASSOCIATION OF WILL COUNTY	2018	01-40-38901			DUES & SUBSRIPTIO	50.00	
SOUTH SUBURBAN MAJOR CRIMES TASK FORCE	2018	01-40-38901			DUES & SUBSRIPTIO	750.00	
PROSHRED SECURITY	100102525	01-40-38917			RECORD DISPOSAL	45.00	
TOTAL FOR FUND 01		DEPT. 40				9369.48	
MERIT EMPLOYMENT ASSESSMENT SERVICES, INC	20182207	01-42-34700			POLICE TESTING	2662.00	
TOTAL FOR FUND 01		DEPT. 42				2662.00	
TOTAL FOR FUND 01						74453.86	
CHARLIE'S GARAGE INC	065516	02-00-31805			MAINT-VEHICLES	23.50	
PIONEER OFFICE FORMS INC.	93006	02-00-33400			PRINTING & SUPPLI	81.97	
ALPINE VALLEY WATER, INC.	83057	02-00-33500			OFFICE SUPPLIES	231.00	
CINTAS CORPORATION LOCKBOX	5009953847	02-00-33501			SHOP SUPPLIES	16.22	
TOTAL FOR FUND 02		DEPT. 00				352.69	

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TOTAL FOR FUND 02						352.69	
MAJOR APPLIANCE SERVICE INC	228308		03-30-31700		MAINT-MOTORIZED E	174.25	
COMED	19001 0118		03-30-33100		ELECTRICITY	46.70	
SAM'S CLUB/SYNCHRONY BANK	000152		03-30-33500		OFFICE SUPPLIES	33.92	
PETTY CASH	STEGER CC PETTY		03-30-33503.09		SUPPLIES-AFTER SC	13.92	
A T & T	708 75436900118		03-30-33700		TELEPHONE	33.06	
COMCAST	011718		03-30-33700		TELEPHONE	95.06	
COMCAST	011718		03-30-33701		CABLE/INTERNET SE	162.35	
KONICA MINOLTA BUSINESS SOLUTIONS	9004209492		03-30-33703		MAINTENANCE CONTR	30.25	
SMITHEREEN COMPANY	1685616		03-30-33703		MAINTENANCE CONTR	24.00	
PROTECTION ONE ALARM MONITORING, INC.	010418		03-30-33704		SECURITY SYSTEM	34.12	
TOTAL FOR FUND 03						DEPT. 30	647.63
DUNLAP, ANNETTE	23817		03-50-29613		BANQUET FEES-BASE	125.00	
TOTAL FOR FUND 03						DEPT. 50	125.00
PRO-AM TEAM SPORTS	AAE009183		03-51-37305		NEW-UNIFORMS-BASK	350.00	
PRO-AM TEAM SPORTS	AAF008825		03-51-37305		NEW-UNIFORMS-BASK	77.00	
PRO-AM TEAM SPORTS	AAJ004279		03-51-37305		NEW-UNIFORMS-BASK	27.00	
PRO-AM TEAM SPORTS	AAM003611		03-51-37305		NEW-UNIFORMS-BASK	525.00	
PRO-AM TEAM SPORTS	AAM003614		03-51-37305		NEW-UNIFORMS-BASK	850.00	
PRO-AM TEAM SPORTS	AAM003620		03-51-37305		NEW-UNIFORMS-BASK	700.00	
PRO-AM TEAM SPORTS	AAM003621		03-51-37305		NEW-UNIFORMS-BASK	1050.00	
PRO-AM TEAM SPORTS	AAM003631		03-51-37305		NEW-UNIFORMS-BASK	100.00	
PRO-AM TEAM SPORTS	AAM003633		03-51-37305		NEW-UNIFORMS-BASK	221.00	
PRO-AM TEAM SPORTS	AAM003629		03-51-37307		NEW-EQUIPMENT-BAS	261.00	
TOTAL FOR FUND 03						DEPT. 51	4161.00

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PRO-AM TEAM SPORTS AAE0108929		03-54-37305		NEW-UNIFORMS-CHEE	181.00
TOTAL FOR FUND 03		DEPT. 54			181.00
TOTAL FOR FUND 03				5114.63	
DEL GALDO LAW GROUP LLC 20386		04-00-34100		LEGAL SERVICES	1323.75
TOTAL FOR FUND 04		DEPT. 00			1323.75
TOTAL FOR FUND 04				1323.75	
THORN CREEK BASIN SANITARY DISTRICT JANUARY 2018		06-00-15800		A/P-THORN CREEK S	24732.57
REPUBLIC SERVICES #721 005709669		06-00-15900		GARBAGE	56196.19
BRITES CARTAGE LTD 30151		06-00-31204		MAINT-PATCHING (R	747.97
BRITES CARTAGE LTD 30157		06-00-31204		MAINT-PATCHING (R	385.70
BRITES TRANSPORTATION LTD 66397		06-00-31204		MAINT-PATCHING (R	398.51
GALLAGHER MATERIALS CORP 4528		06-00-31204		MAINT-PATCHING (R	239.19
GALLAGHER MATERIALS CORP 7529		06-00-31204		MAINT-PATCHING (R	302.26
CORE & MAIN I298463		06-00-31504		MAINT-MAINS	2394.73
M.E. SIMPSON CO., INC. 31125		06-00-31504		MAINT-MAINS	395.00
M&J UNDERGROUND, INC M17-1115		06-00-31504.01		MAINT-MAINS OUTSI	2071.00
M&J UNDERGROUND, INC M17-1116		06-00-31504.01		MAINT-MAINS OUTSI	2698.00
M&J UNDERGROUND, INC M18-0005		06-00-31504.01		MAINT-MAINS OUTSI	1915.50
M&J UNDERGROUND, INC M18-0019		06-00-31504.01		MAINT-MAINS OUTSI	4334.50
M&J UNDERGROUND, INC m18-0020		06-00-31504.01		MAINT-MAINS OUTSI	4069.00
C & M PIPE SUPPLY CO., INC 7479		06-00-31506		MAINT-SEWERS	748.00
JAMES HERR & SONS 104841		06-00-31805		MAINT-VEHICLES	250.27
AIDE RENTALS & SALES 98585-1		06-00-32900		MAINT-OTHER	87.36
AIDE RENTALS & SALES 98682-1		06-00-32900		MAINT-OTHER	87.36
GEMINI PLUMBING COMPANY INC 11693		06-00-32900		MAINT-OTHER	400.00

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
GEMINI PLUMBING COMPANY INC	251694A	06-00-32900		MAINT-OTHER	490.00
COMED	52003 0118	06-00-33100		ELECTRIC	36.04
COMED	76056 0118	06-00-33100		ELECTRIC	1042.63
COMED	67036 0118	06-00-33101		ELECTRIC-WATER PU	1533.82
NICOR GAS	1000 1 0118	06-00-33200		HEATING	182.06
HERITAGE F/S, INC.	73328	06-00-33300		GASOLINE & OIL	397.16
HERITAGE F/S, INC.	73368	06-00-33300		GASOLINE & OIL	169.25
HERITAGE F/S, INC.	73416	06-00-33300		GASOLINE & OIL	346.51
HERITAGE F/S, INC.	73417	06-00-33300		GASOLINE & OIL	170.17
ALPINE VALLEY WATER, INC.	83062	06-00-33501		DRINKING WATER	25.75
CINTAS CORPORATION LOCKBOX	5009953845	06-00-33501		SHOP SUPPLIES	83.17
CINTAS CORPORATION LOCKBOX	9018070787	06-00-33501		SHOP SUPPLIES	39.59
K-MART #7289	035 88734	06-00-33501		SHOP SUPPLIES	7.00
SOUTH HOLLAND PAPER CO.	387875	06-00-33501		SHOP SUPPLIES	59.08
UNIFIRST CORPORATION	062 0276623	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0277800	06-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION	062 029002	06-00-33800		UNIFORM SERVICE	77.67
AIDE RENTALS & SALES	98949-1	06-00-33901		RENTAL-EQUIP/TOOL	224.22
WATER SOLUTIONS UNLIMITED	43400	06-00-33907		CHEMICALS	6196.60
TOTAL FOR FUND 06		DEPT. 00			113660.56
TOTAL FOR FUND 06				113660.56	
SHOREWOOD HOME & AUTO, INC.	02-56243	07-00-31800		MAINT-TOOLS & WOR	12.04
SHOREWOOD HOME & AUTO, INC.	02-56421	07-00-31800		MAINT-TOOLS & WOR	61.12
JAMES HERR & SONS	104823	07-00-31805		MAINT-VEHICLES	225.44
JAMES HERR & SONS	104953	07-00-31805		MAINT-VEHICLES	316.42
MONARCH AUTO SUPPLY INC	6981-411138	07-00-31805		MAINT-VEHICLES	65.94
MONARCH AUTO SUPPLY INC	6981-411202	07-00-31805		MAINT-VEHICLES	207.21

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MONARCH AUTO SUPPLY INC	6981-411204	07-00-31805		MAINT-VEHICLES	22.99	
MONARCH AUTO SUPPLY INC	6981-411230	07-00-31805		MAINT-VEHICLES	29.94-	
MONARCH AUTO SUPPLY INC	6981-411363	07-00-31805		MAINT-VEHICLES	22.59	
SHOREWOOD HOME & AUTO, INC.	02-56423	07-00-31805		MAINT-VEHICLES	118.20	
AIDE RENTALS & SALES	98598-1	07-00-32900		RENTAL EQUIPMENT	359.15	
AIDE RENTALS & SALES	98765-1	07-00-32900		RENTAL EQUIPMENT	79.00	
HERITAGE F/S, INC.	73328	07-00-33300		GASOLINE & OIL	397.15	
HERITAGE F/S, INC.	73368	07-00-33300		GASOLINE & OIL	169.25	
HERITAGE F/S, INC.	73416	07-00-33300		GASOLINE & OIL	346.51	
HERITAGE F/S, INC.	73417	07-00-33300		.GASOLINE & OIL	170.17	
ALPINE VALLEY WATER, INC.	83062	07-00-33501		DRINKING WATER	25.75	
CINTAS CORPORATION LOCKBOX	5009953845	07-00-33501		SHOP SUPPLIES	83.17	
CINTAS CORPORATION LOCKBOX	9018070787	07-00-33501		SHOP SUPPLIES	39.59	
CRETE LUMBER & SUPPLY CO	D15710	07-00-33501		SHOP SUPPLIES	43.80	
SOUTH HOLLAND PAPER CO.	391803	07-00-33501		SHOP SUPPLIES	118.16	
UNIFIRST CORPORATION	062 0276623	07-00-33800		UNIFORM SERVICE	63.37	
UNIFIRST CORPORATION	062 0277800	07-00-33800		UNIFORM SERVICE	63.36	
UNIFIRST CORPORATION	062 029002	07-00-33800		UNIFORM SERVICE	77.67	
TOTAL FOR FUND 07		DEPT. 00			3058.11	
TOTAL FOR FUND 07					3058.11	
CREATIVE PRODUCT SOURCING, INC. DARE	97288	14-00-38710		PROMOTIONAL ITEMS	1592.89	
TOTAL FOR FUND 14		DEPT. 00			1592.89	
TOTAL FOR FUND 14					1592.89	
ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB000000018619	15-00-36100		CASUALTY	25762.38	
ILLINOIS COUNTIES RISK MANAGMENT TRUST	RCB000000019323	15-00-36200		WORKMAN'S COMPENS	27064.00	

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
VISION SERVICE PLAN (IL)	804756613	15-00-36901		HEALTH INSURANCF	655.21
HUMANA DENTAL INSURANCE COMPANY	181933859	15-00-36903		DENTAL INSURANCE	2883.55
TOTAL FOR FUND 15		DEPT. 00			56365.14
TOTAL FOR FUND 15					56365.14
SHOREWOOD HOME & AUTO, INC.	02-56158	16-00-31805		MAINT-VEHICLES	969.98
HERITAGE F/S, INC.	73368	16-00-33300		GASOLINE & OIL	160.75
HERITAGE F/S, INC.	73416	16-00-33300		GASOLINE & OIL	259.28
HERITAGE F/S, INC.	73417	16-00-33300		GASOLINE & OIL	140.25
COMCAST	011018	16-00-33700		TELEPHONE	54.96
COMCAST	011018	16-00-33701		CABLE/INTERNET SE	89.90
PCM TIGER DIRECT BUSINESS	B06223660101	16-00-37900		NEW-OFFICE EQUIPM	302.99
TOTAL FOR FUND 16		DEPT. 00			1978.11
TOTAL FOR FUND 16					1978.11
ANDY FRAIN SERVICES INC	247588	19-00-30900		SALARY-SCHOOL CRO	3041.60
TOTAL FOR FUND 19		DEPT. 00			3041.60
TOTAL FOR FUND 19					3041.60
** TOTAL CHECKS TO BE ISSUED					260941.34
01	CORPORATE				74453.86
02	FIRE PROTECTION				352.69
03	PLAYGROUND/RECREATION				5114.63
04	POLICE PROTECTION				1323.75
06	WATER/SEWER FUND				113660.56
07	ROAD & BRIDGE				3058.11

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
				DESCRIPTION	DIST
14		D.A.R.E.			1592.89
15		LIABILITY INSURANCE FUND			56365.14
16		H.S.E.M.			1978.11
19		SCHOOL CROSSING GUARD			3041.60
TOTAL FOR REGULAR CHECKS:					260,941.34

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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	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ALICIA'S HOUSE 2017		744 01-00-29803	01/29/18	6383 ALL OTHER INCOME-	2664.82
TOTAL FOR FUND 01		DEPT. 00			2664.82
TOTAL FOR FUND 01				2664.82	
ACORN FENCE & CONSTRUCTION 12111		744 15-00-38900	01/26/18	6382 OTHER EXPENSE	4577.00
TOTAL FOR FUND 15		DEPT. 00			4577.00
TOTAL FOR FUND 15				4577.00	
** TOTAL MANUAL CHECKS LISTED				7241.82	
** TOTAL OF ALL LISTED CHECKS				268183.16	

ORDINANCE NO. 1186

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,500,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2018 OF THE VILLAGE OF STEGER, WILL AND COOK COUNTIES, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

WHEREAS, the Village of Steger, Will and Cook Counties, Illinois, is a municipal corporation and body politic of the State of Illinois (the "Village"); and

WHEREAS, the Village President and the Village Board of the Village (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the Village (i) to pay the cost of the construction of a police station and other capital improvements throughout the Village in accordance with the plans and specifications therefor and on file with the Village Clerk (the "Project"), (ii) to reimburse the Village for certain previous eligible Project expenditures, (iii) to pay capitalized interest, if any, and (iv) to pay costs of issuance and expenses incident thereto, all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses (collectively, the "Project Costs") is approximately \$3,500,000, and there are insufficient funds on hand and lawfully available to pay such costs; 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 Project and debt service on any obligations issued to finance such Project 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;

WHEREAS, for the purpose of providing funds to pay the Project Costs and in accordance with the provisions of the Local Government Debt Reform Act, as supplemented and amended (the "Act"), the Corporate Authorities on December 18, 2017, adopted an ordinance (the "Authorizing Ordinance") authorizing the issuance of alternate bonds, being general obligation bonds payable from any revenue source as provided by the Act, in an amount not to exceed \$3,500,000; and

WHEREAS, on December 20, 2018, the Authorizing Ordinance, together with a notice in the statutory form, was published in the *Daily Southtown*, being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have been presented to the Corporate Authorities and made a part of the permanent records of the Corporate Authorities; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon has been filed with the Village Clerk requesting that the question of the issuance of the alternate bonds be submitted to referendum; and

WHEREAS, on January 16, 2018, the Corporate Authorities held a public hearing pursuant to the Bond Issuance Notification Act following notice published in the *Daily Southtown* on January 8, 2018; and

WHEREAS, the Corporate Authorities are now authorized to issue alternate bonds in an aggregate amount not to exceed \$3,500,000 in accordance with the provisions of the Act, and the

Corporate Authorities hereby determine that it is necessary and desirable that the bonds so authorized be issued at this time; and

WHEREAS, the alternate bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as hereinafter defined; and

WHEREAS, the Corporate Authorities hereby determine that the Pledged Revenues will provide in each year an amount not less than 1.25 times debt service of the alternate bonds proposed to be issued; and

WHEREAS, such determination is supported by the most recent audit of the Village (the "Audit"), which Audit has previously been presented to the Corporate Authorities and is currently on file with the Village Clerk;

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF STEGER, WILL AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

Section 1. Issuance of Bonds.

(a) The Corporate Authorities hereby find that all of the recitals contained in the preambles to this ordinance are full, true and correct and do incorporate them into this ordinance by this reference.

(b) It is hereby found and determined that the Corporate Authorities of said Village have been authorized by the provisions of the Act to issue alternate bonds of said Village in the aggregate amount of not to exceed \$3,500,000 for the purpose of paying the Project Costs to serve the inhabitants of the Village and such borrowing of money is necessary for the welfare of the government and affairs of the Village, is a proper public purpose and is in the public interest.

(c) There shall be borrowed on the credit of and for and on behalf of the Village, an amount not to exceed \$3,500,000 for the Project, and the Village shall issue in the name of the

Village its “General Obligation Bonds (Alternate Revenue Source), Series 2018” (or such other designation as appropriate) (the “Bonds”) pursuant to the Act in an aggregate principal amount of not to exceed \$3,500,000 for the purpose of the payment of the Project Costs.

The Bonds shall be issued in the denomination of Five Thousand Dollars (\$5,000) each or integral multiples thereof, numbered consecutively from 1 upward, and dated the date of delivery. The Bonds shall become due and payable serially (subject to mandatory and optional redemption as set forth herein) on January 1 of each year over a period ending no later than January 1, 2041, and shall bear interest at rates not to exceed 6.00% per annum. The exact maturity schedule and interest rates shall be set forth in a bond order executed by the Village President following the sale of the Bonds (the “Bond Order”).

The Bonds shall bear interest from the most recent date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year commencing on January 1, 2019.

Section 2. Registrar and Paying Agent. The Registrar and Paying Agent for the Bonds shall be named in the Bond Order (the “Registrar” or “Paying Agent”). The Registrar is hereby charged with the responsibility of authenticating the Bonds. The principal of the Bonds shall be payable at the principal office of the Paying Agent. All payments of interest on the Bonds shall be paid by check, mailed one business day prior to the interest payment date to the registered owners thereof as the names appear as of the fifteenth day of the month preceding the interest payment date and at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal 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 by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the Village kept for that purpose at the principal office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the fifteenth (15th) day of the month preceding an interest payment date on such Bond occurs and ending on such interest payment date. The costs of such transfer or exchange shall be borne by the Village except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange. The Village, Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the Village and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the Village. Any such notice to the Village may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Village, in which event the Village may appoint a successor registrar and paying agent. The Village shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the Village, the Village President and Village Clerk are authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Village President and Village Clerk are further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the fund established to pay the principal of interest on the Bonds as fiscal agency charges.

Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on the Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the fifteenth day of the month 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 Bonds are authenticated on or before December 15, 2018, in which case they shall bear interest from the original date until the principal shall be fully paid.

Section 3. Redemption. The Bonds maturing on or after January 1, 2029, are subject to redemption at the option of the Village in whole on any date or in part on any interest payment date, on and after January 1, 2028 (unless a different date shall be provided in the Bond Order), and if in part in the order of maturity selected by the Village, and within maturity by lot, at 100% of the principal amount thereof plus accrued interest in the redemption date.

The Bonds may also be subject to mandatory sinking fund redemption as set forth in the Bond Order.

Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,

- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be a corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditioned upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 4. Execution and Negotiability. Each of the Bonds shall be executed in the name of the Village by the manual or facsimile signatures of the Village President and the Village Clerk, and the seal of the Village shall be affixed, imprinted, engraved or otherwise reproduced thereon and countersigned by the manual or facsimile signature of the Village Treasurer; and these officials, by the execution of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures the facsimile signatures appearing on the Bonds. In case any officer whose signature or facsimile signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature of such officer shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

The Bonds shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Illinois, subject to the provisions for registration herein.

The Bonds shall also be authenticated by the manual signature of the Registrar and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed.

Section 5. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly prior to delivery:

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

VILLAGE OF STEGER
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2018

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>CUSIP</u>
	_____, 20__	_____, 20__	_____, 20__	

REGISTERED OWNER:

PRINCIPAL SUM:

The Village of Steger, in Will and Cook Counties, Illinois (the "Village"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above, and to pay interest hereon (computed on the basis of a 360-day year 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 bond unless this bond is authenticated after the fifteenth day of the month 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 bond is authenticated on or before December 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 January 1 in each year, beginning on January 1, 2019.

The principal of this Bond is payable at the corporate trust office of [_____] (the "Registrar" or "Paying Agent"), in [_____] Illinois. All payments of interest on this bond shall be paid by check, mailed one business day prior to the interest payment date to the registered owner hereof as of the fifteenth day of the month preceding such interest payment date at the address as it appears on the registration books kept by the Registrar or at such other

address as is provided to the Paying Agent in writing by the registered owner. If payment of principal 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 wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond is a general obligation of the Village payable as to principal and interest from (i) certain sales tax revenues received by the Village, (ii) such other funds of the Village as may be lawfully available and annually appropriated for such payment, and, to the extent such revenues are insufficient for such purpose, (iii) ad valorem taxes levied against all taxable property in the Village, without limitation as to rate or amount, all in accordance with the provisions of the Local Government Debt Reform Act, as supplemented and amended (the "Act"). The full faith, credit and resources of the Village are pledged to the punctual payment of the principal of and interest on the Bonds. This Bond is negotiable, subject to registration provisions, pursuant to the laws of the State of Illinois.

This Bond is one of an authorized issue of bonds of the Village of like date, tenor and effect, except as to rates of interest and dates of maturity; aggregating Three Million Five Hundred Thousand Dollars (\$3,500,000); numbered consecutively from R-1 up; issued (i) to pay the cost of the construction of a police station and other capital improvements throughout the Village (the "Project"), (ii) to reimburse the Village for certain previous eligible Project expenditures, (iii) to pay capitalized interest, if any, and (iv) to pay costs of issuance and expenses incident thereto, all for the benefit of the inhabitants of the Village; as approved by the Village President and Village Council of the Village (the "Corporate Authorities"). This Bond is issued pursuant to a Bond Ordinance adopted by the Corporate Authorities on the 5th day of February, 2018, as supplemented by a Bond Order (collectively, the "Ordinance"), and in accordance with the Act, the proceeds of which bonds are to be applied solely to pay the cost of the Project and the payment of costs of issuance.

The Bonds maturing on or after January 1, 2029 shall be redeemable prior to maturity, at the option of the Village, in whole on any date or in part on any interest payment date, after January 1 2028, and if in part in the order of maturity selected by the Village, and within any maturity by lot, at 100% of the principal amount thereof plus accrued interest to the redemption date.

This Bond is transferable or exchangeable only upon the books of the Village kept for that purpose at the principal office of the Registrar by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or its attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The Registrar shall not be required to transfer or exchange this

bond during the period beginning at the close of business on the fifteenth (15th) day of the month preceding the interest payment date on this bond occurs and ending on such interest payment date. The Village, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

This Bond is subject to defeasance prior to payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.

The Village has designated the bonds as qualified tax-exempt obligations to qualify the bonds for the \$10,000,000 exception from the provisions of Section 265(b) of the Internal Revenue Code of 1986 relating to the disallowance of 100% of the deduction for interest expense allocable to tax-exempt obligations.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that the indebtedness of the Village, including the issue of the Bond of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Village of Steger, Will and Cook Counties, Illinois, has caused this bond to be executed by the manual or facsimile signatures of the Village President and the Village Clerk, the seal of said Village (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and countersigned by the duly authorized manual or facsimile signature of the Village Treasurer, all as of the Original Date identified above.

VILLAGE OF STEGER, WILL AND COOK
COUNTIES, ILLINOIS

By _____
Village President

By _____
Village Clerk

[SEAL]

Countersigned:

By _____
Village Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

[_____], as Registrar

By _____
Authorized Officer

Section 6. Sale of Bonds. The Village Treasurer is hereby authorized and directed to deliver the Bonds to George K. Baum & Company as Underwriter or to a purchaser identified in the Bond Order (in which case George K. Baum & Company shall serve as Placement Agent) (the "Purchaser") thereof, upon receipt of the purchase price of not less than 98% of par plus accrued interest. The Village President and the Village Clerk are authorized and directed to execute a bond purchase agreement or similar such agreement (the "Purchase Contract") in connection with the sale of the Bonds, in the name of and on behalf of the Village. The Purchase Contract shall be substantially in the form of purchase contracts commonly used in transactions similar to that described in the Ordinance, with such changes as necessary to reflect the terms and provisions of the Bonds, this Ordinance and such other changes as the Village President or Village Treasurer shall determine are necessary or desirable in connection with the sale of the Bonds. No person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract. The use of a Preliminary Official Statement or other offering document is hereby approved and the Village President is authorized to deem the Preliminary Official Statement or other offering document as final, and

the Village President is hereby authorized and directed to execute the final Official Statement or other offering document after the sale of the Bonds to the Purchaser. The Continuing Disclosure Undertaking in the usual and customary form hereby approved, and the Village President and Village Clerk are authorized and directed to complete and execute the Continuing Disclosure Undertaking with such changes as they deem necessary or appropriate. The Village President and Village Clerk are also authorized and directed to apply for or direct the Purchaser to apply for, and obtain municipal bond insurance on the Bonds if the Purchaser can demonstrate that the present value of the interest to be saved by procuring such insurance is greater than the premium required to be paid to procure it.

Section 7. Alternate Revenue Source; Tax Levy; Additional Security. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, the Village covenants and agrees with the Purchaser and the owners of the Bonds that the Village will deposit into the Bond Fund described in Section 10 hereof (i) certain sales tax revenues received by the Village, and (ii) such other funds of the Village as may be lawfully available and annually appropriated for such payment (the "Pledged Revenues"). The Pledged Revenues are hereby pledged to the payment of the Bonds, and the Corporate Authorities covenant and agree to provide for, collect and apply the Pledged Revenues to the payment of the Bonds.

For the purpose of providing additional funds to produce the sums necessary to pay interest on the Bonds as it falls due and pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax (the "Pledged Taxes") for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the

taxable property in the Village, in addition to all other taxes, a direct annual tax in the amount of not to exceed \$300,000 per year to be levied from 2018 to no later than 2048. The exact amount of the tax for each year shall be as set forth in the Bond Order.

Principal or interest coming due at any time when there are not sufficient funds on hand from the Pledged Taxes to pay the same shall be paid from current funds on hand of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the Purchaser and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

The funds derived from the tax levy be and the same are hereby appropriated and set aside for the sole and only purpose of paying principal and interest on said Bonds when and as the same become due. The funds from the sale of said Bonds be and they are hereby appropriated and set aside for the purpose hereinbefore set out.

Section 8. Filing of Ordinance – Bond Fund. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall each be filed with the County Clerk of Will and Cook Counties (the “County Clerk”). The County Clerk shall in and for the years 2018 to no later than 2040, inclusive, ascertain the rate required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerk

shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of a special fund created by Section 10 hereof and referred to as the "Bond Fund", and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 9. Abatement of Pledged Taxes. Whenever funds in an amount not less than the amount needed to pay the principal of and interest on the Bonds for the subsequent calendar year are on deposit in the Bond Fund, the Corporate Authorities shall by adoption of an appropriate ordinance direct the abatement of the Pledged Taxes by such amount, and proper notification of such abatement shall each be filed with the County Clerk in a timely manner to effect such abatement.

Section 10. Bond Fund and Project Fund. (a) Bond Fund. There is hereby established a special fund of the Village known as the "Alternate Bond and Interest Fund of 2018" (the "Bond Fund") to be held by the Paying Agent which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or until the obligations of the Village are discharged under this ordinance. Within the Bond Fund there shall be created two accounts: the Bond and Interest Account (the "Bond and Interest Account") and the Surplus

Account (the "Surplus Account"). The Bond and Interest Account shall only be used to pay the interest on the Bonds and principal of the Bonds at maturity or upon redemption. The Surplus Account may be used by the Village for any lawful purpose. Pledged Taxes shall be set aside as collected and deposited into the Bond and Interest Account. Upon receipt of the Pledged Revenues, the Village Treasurer shall deposit into the Bond and Interest Account an amount equal to one-sixth (1/6) of the amount of interest due on the Bonds on the next interest payment date and an amount equal to one-twelfth (1/12) of the amount of principal due on the Bonds on the next principal payment date. The balance of the Pledged Revenues received each month shall be deposited into the Surplus Account.

(b) Project Fund. There is hereby established a special fund of the Village known as the "Project Fund" to be held by the Treasurer. There shall be deposited in the Project Fund the proceeds of the Bonds in an amount as provided in Section 11 hereof. The Project Fund shall be maintained separate and apart from all other accounts of the Village.

Section 11. Use of Bond Proceeds. Accrued interest, capitalized interest and any premium received on the delivery of the Bonds are hereby appropriated for the purpose of paying interest due on the Bonds and are hereby ordered deposited into the Bond Fund. Proceeds of the Bonds in excess of the amount of accrued interest and the amount needed to pay capitalized interest on the Bonds are hereby appropriated for paying the Project Costs and are hereby ordered deposited into the Project Fund.

Interest received from deposits in the Project Fund shall, at the discretion of the Corporate Authorities, either be transferred for the payment of the principal of and interest on the Bonds on the interest payment date next after such interest is received or be retained in the Project Fund. In the event that any moneys remain in the Project Fund upon completion of the

Project, the Village shall deposit the remaining moneys into the Bond Fund and shall cause such moneys to be used to pay the interest on the Bonds on the earliest possible date. Such moneys which are on deposit in the Bond Fund after 30 days of the date of deposit shall be invested at a yield not exceeding the yield on the Bonds in the event that the investment of such moneys shall cause the Bond Fund not to be a bona fide debt service fund pursuant to Treas. Reg. Section 1.148(1)(b).

Section 12. Defeasance of the Bonds. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid; or (i) sufficient moneys or (ii) direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury), the principal of and the interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds or any designated portion thereof issued hereunder shall no longer be deemed outstanding or entitled to any pledge of the Pledged Revenues and the Pledged Taxes made herein.

Section 13. Investment of Moneys. Moneys in the Bond Fund and Project Fund may be invested by the Village Treasurer in lawful investments for the Village. All income earned or losses sustained on such investments shall be credited to the Fund or Account from which the investments were made.

Section 14. Additional Bonds. The Village may without limit issue additional bonds (“Additional Bonds”) on a parity with or junior to the Bonds as to the pledge of the Pledged

Revenues. If such Additional Bonds are to be parity bonds, the Pledged Revenues shall be sufficient to provide for or pay all of the following: (i) debt service on all outstanding Bonds computed immediately after the issuance of any proposed Additional Bonds, and (ii) an additional amount not less than 0.25 times debt service on the outstanding Bonds and Additional Bonds after the issuance of the proposed Additional Bonds. Such sufficiency shall be calculated for each year to the final maturity of the Bonds and the Additional Bonds. The determination of the sufficiency of the Pledged Revenues shall be supported by reference to the most recent audit of the Village, which audit shall be for a Fiscal Year ending not earlier than eighteen (18) months previous to the time of issuance of the proposed Additional Bonds. If such audit shows the Pledged Revenues to be insufficient, then the determination of sufficiency may be supported by the report of an independent accountant or feasibility analyst demonstrating the sufficiency of the Pledged Revenues and explaining by what means they will be greater than shown in the audit.

Section 15. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-seven percent (67%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Village of such ordinance or ordinances supplemental hereto or amendatory hereof, as shall be deemed necessary or desirable by the Village for the purpose of modifying, altering, amending, adding to or rescinding in any particular manner any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Bond or the rate of interest thereon; or

(c) A preference or priority of any Bond or Bonds issued pursuant to this ordinance over any other Bond or Bonds issued pursuant to the provisions of this ordinance; or

(d) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

If the owners of not less than sixty-seven percent (67%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Village Clerk of the Village, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Village from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the Village and all owners of Bonds then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the Village and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental or amendatory ordinance, may

be modified or altered in any respect with the consent of the Village and the consent of the owners of all the Bonds then outstanding.

Section 16. Tax Covenants. In order to preserve the exclusion of interest on the Bonds 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 Bonds (the "Code") and as an inducement to purchasers of the Bonds, the Village represents, covenants and agrees that:

(a) No more than 10% of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, 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.

(b) No more than 5% of the Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No more than 5% of the Bond 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 Bond proceeds.

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

(d) Neither the Village nor the Corporate Authorities will take any action or fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the

Village or the Corporate Authorities act in any other manner which would adversely affect such exclusion.

(e) It shall not be an event of default under this ordinance if the interest on any Bond 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 Bonds.

(f) The Village represents that:

- (1) The Bonds are not private activity bonds as defined in Section 141 of the Code;
- (2) The Village hereby designates the Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; and
- (3) The reasonably anticipated amount of qualified tax-exempt obligations (including 501(c)(3) obligations and tax-exempt leases but excluding other private activity bonds) which will be issued by the Village and all entities subordinate to the Village during 2018 does not exceed \$10,000,000.
- (4) The Village has not designated more than \$10,000,000 of qualified tax-exempt obligations during 2018.

Therefore, the Bonds qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to tax-exempt obligations.

(g) These covenants are based solely on current law in effect and in existence of the date of delivery of the Bonds.

The Village hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the Village President, the Village Clerk and the Village Treasurer of the

Village, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be excludable from gross income for federal income tax purposes. In connection therewith, 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 Bonds; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds as required pursuant to Section 148 of the Code and the regulations promulgated thereunder; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 17. Noncompliance with Tax Covenants. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 18. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 19. 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 20. Publication. The Village Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in his/her office.

Section 21. Conflicting Ordinances. All ordinances, resolutions and parts of ordinances and resolutions, in conflict herewith are hereby repealed.

Section 22. 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 23. Effective Date. This ordinance shall be in full force and effect from and after its adoption and approval.

ADOPTED this 5th day of February, 2018, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 5th day of February, 2018.

Village President

ATTEST:

Village Clerk

Member _____ moved and Member _____ 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 said ordinance as read.

Upon the roll being called, the following Members voted AYE: _____

and the following Members voted NAY: _____

Whereupon the Village President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in full in the records of the Corporate Authorities of the Village of Steger, Will and Cook Counties, Illinois, which was done.

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

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

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Steger, Will and Cook Counties, Illinois (the "Village"), and as such official am the keeper of the records and files of the of the Village Board of the Village (the "Corporate Authorities").

I further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 5th day of February, 2018, insofar as the same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,500,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2018 OF THE VILLAGE OF STEGER, WILL AND COOK COUNTIES, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said special meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Village has complied with all of the provisions of said Act and with all of the procedural rules of the Corporate Authorities.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Village, this ___ day of _____, 2018.

Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of Will and Cook Counties, Illinois, and as such official I do further certify that on the ____ day of _____, 2018, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,500,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2018 OF THE VILLAGE OF STEGER, WILL AND COOK COUNTIES, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS.

duly adopted by the Village President and Village Board of the Village of Steger, Will and Cook Counties, Illinois, on 5th day of February, 2018, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day _____, 2018.

County Clerk of Will and Cook Counties, Illinois

(SEAL)

ORDINANCE NO. 1187

STATE OF ILLINOIS)
COUNTIES OF COOK)
AND WILL)

**AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF
PERSONAL PROPERTY FOR THE VILLAGE OF STEGER.**

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

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality that owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office: (1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the municipality by using the material in the personal property; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article; and

WHEREAS, the Village Administrator has provided a recommendation to the Corporate Authorities (as defined below) that it is necessary and advisable to dispose of certain vehicles (the "Personal Property"), as set forth in certain documents (the "Documents"), attached hereto and incorporated herein as Group Exhibit A; 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") have reviewed the Documents and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Village; and

WHEREAS, to ensure that the Village operates in an efficient and economical manner, it is necessary for the Village and Village employees to have adequate space and functional equipment and personal property; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business, the effective administration of government and in the best interests of the Village and its residents to authorize the Village Administrator to sell the Personal Property on such terms as the Village Administrator determines to be in the best interests of the Village;

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 1.00 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 2.00 Purpose.

The purpose of this Ordinance is to authorize the Village Administrator to sell the Personal Property to help ensure that the Village and Village employees have adequate space, functional equipment and personal property and to take all necessary steps to effectuate the intent of this Ordinance.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

That the Village Board hereby authorizes and directs the Village Administrator to sell the Personal Property on such terms as the Village Administrator determines to be in the best interests of the Village and ratifies any and all previous action taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. 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 Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

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

SECTION 4: 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: 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: 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 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: Effective Date.

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

(SIGNATURE PAGE TO FOLLOW)

PASSED this 5th day of February, 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 5th day of February, 2018.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

GROUP EXHIBIT A

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.
YV1RS59V242353695
YV1RS59V242353695

YEAR / MAKE
2004 / VOLVO

MODEL
S60

BODY STYLE
SEDAN

TITLE NO.
18010753019

DATE ISSUED
01/10/18

ODOMETER

CCM

MOBILE HOME SQ. FT.

PURCHASED
11/08/17
USED

TYPE TITLE
ORIGINAL

MAILING ADDRESS



VILLAGE OF STEGER
3320 LEWIS ST
STEGER IL 60475-1232

LEGEND(S)

MILEAGE NOT REQUIRED

OWNER(S) NAME AND ADDRESS
VILLAGE OF STEGER
3320 LEWIS ST
STEGER IL 60475-1232



FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____
Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party: _____ Address: _____

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in excess of its mechanical limits.
 - 2. The odometer reading is not the actual mileage.
- WARNING-ODOMETER DISCREPANCY.**

If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

ODOMETER READING

NO TENTHS

Signature(s) of Seller(s) _____ DATE OF SALE _____

Printed Name(s) of Seller(s) _____

I am aware of the above odometer certification made by seller.

Signature(s) of Buyer(s) _____ Printed Name _____



I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

Q1308560



Jesse White

JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

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 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 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 President or his designee to enter into and approve the Agreement whereby Metro will provide the Services to the Village and to further authorize the 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 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 President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the 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. In addition to the foregoing, the President or his designee is hereby given the authority to enter into any and all additional agreements and undertake any additional obligations 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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this ___ day of _____, 2018.

Joseph M. Zagone, Jr., Village Clerk

PASSED this ___ day of _____, 2018.

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

Metro

Paramedic Services, Inc.

PERSONNEL SERVICES CONTRACT

FOR THE

VILLAGE OF STEGER

March 1, 2018 – February 28, 2021

This Agreement made and entered into this 1ST day of March 2018 by and between Metro Paramedic Services, Inc., an Illinois Corporation, (hereafter referred to as "Contractor"), and the Village of Steger (hereinafter referred to as "Village" or "Client "), hereinafter collectively referred to as "Parties" or singularly as "Party".

WHEREAS, the Contractor is in the business of providing emergency medical service and firefighter service personnel with the professional skill and ability to provide service to the Client; and

WHEREAS, the Client provides fire protection and emergency medical services for residents of the Client; and

WHEREAS, the Client wishes to out-source a portion of its fire-fighting and/or emergency medical services on an independent contractor basis in order to obtain the Contractor's services for fire protection and emergency medical services, and the Contractor wishes to provide such services on an independent contractor basis to the Client (the "Assignment"); and

WHEREAS, as used in the Agreement, the terms "personnel" and "employees" mean the Contractor's employees placed with the Client pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

ARTICLE 1: Incorporation.

The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

ARTICLE 2: Term.

The term of this Agreement shall be for a period of three (3) years commencing March 1, 2018 and continuing through February 28th, 2021 ("Initial Term") unless cancelled earlier by written notice by either Party or terminated by written notice of a breach of this Agreement or operation of law, in which case this Agreement will terminate immediately on the date of the written notice.

The Initial Term of this Agreement shall automatically renew for a subsequent three (3) year term ("Subsequent Terms") unless earlier terminated by written notice by either Party sixty (60) days before the end of either the Initial Term or any Subsequent Term or written notice of a breach by either Party or by operation of law or unless a new agreement is executed by the Parties.

To the extent that the Parties have entered into one or more prior agreements to furnish emergency medical services to the Client, such prior agreements are hereby rescinded, replaced and superseded by this Agreement and any provision of such prior agreement that is inconsistent with this Agreement shall be governed by this Agreement.

ARTICLE 3: Cancellation.

Either Party to this Agreement may cancel this Agreement without cause upon providing the other Party sixty (60) calendar days' written notice prior to the expiration of the Initial Term or any Subsequent Term and this Agreement and the Parties' obligations thereunder shall end at the end of such sixty (60) calendar day notice period.

If one Party shall commit a material breach of this Agreement, the other Party shall provide a detailed written statement of the claimed material breach. If the allegedly breaching Party shall fail to cure such breach, if curable, within thirty (30) business days, (unless residents' safety forms the basis, in whole or in part, of the material breach), in which case, the breach must be cured within forty-eight (48) hours of notice of the breach), the Agreement shall terminate at the expiration of the thirty (30) business day period unless the Parties agree that additional time is necessary to ensure an orderly transfer of fire-fighting or emergency medical services to the ensure the safety of the citizens of the Client; however, in no event shall such additional time extend for more than 30-calendar days without agreement of both Parties. The acceptance of such cure shall not be unreasonably withheld. Where the cure has not been accepted, the Contractor shall have an opportunity to be heard by the Client's Board of Trustees or similar entity before any decision of termination or cancellation is made.

Notwithstanding anything to the contrary in this Agreement, should any early cancellation or termination give rise to liability to either Party under the federal or state laws known as WARN Acts or similar laws, such cancellation or termination shall be delayed so the Parties can provide appropriate notices or take other steps to avoid liability under such laws as allocated under this Agreement or by operation of law.

Upon termination of this Agreement, the Client's sole obligation to the Contractor shall be to remit any outstanding payments owed to the Contractor for services rendered up to and including the expiration date.

ARTICLE 4: Equipment Provided.

Village shall provide all ambulance vehicles, medical equipment, radio communication devices, electronic patient care reporting devices and any and all other equipment needed to provide firefighting and emergency medical services. In the event that the Contractor's personnel are called upon to operate equipment or apparatus owned by the Village, such personnel shall operate it in a safe, competent and careful manner and in accordance with the Village's operating policies for such equipment or apparatus.

The Contractor will make available at the request of the Village a reserve ambulance for use by the Village in the event of an emergency breakdown, providing Contractor has a unit available for use, for a daily fee of \$150.00.

ARTICLE 5: Personnel Provided.

The Contractor shall utilize its best efforts to provide personnel identified below with the required skills, experience, licenses, bonds, and other qualifications for the Assignment, including but not limited to recruiting, interviewing, testing, performing background checks, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement. However, in no event does the Contractor guarantee the qualifications or fitness of any personnel provided by the Contractor for any particular purpose and in fact disclaims such guarantee, liability, or warranty to the fullest extent permitted by law.

- a. The Contractor shall provide three (3) full-time paramedic/firefighters (PM/FFs) to the Client. Contractor's personnel shall be scheduled to work a 24-hours on, 48-hours-off shift rotation.
- b. The Contractor shall assign replacement personnel, to be chosen in Contractor's discretion, to the Assignment in the event of illness, vacation, or any other event that causes the absence of regularly assigned personnel. The Contractor shall take the same best efforts to ensure that replacement personnel have the same necessary certifications and qualifications that Contractor requires of its regularly assigned personnel.
- c. The Contractor shall use its best efforts to ensure that the personnel assigned to this Assignment under this Agreement shall have the necessary State of Illinois certification and be approved to function in the resource hospital committed to by the Client.

- d. The Contractor shall ensure that all personnel are certified by the Illinois Office of State Fire Marshal to the minimum level of Firefighter II or Firefighter Basic Certification.
- e. Personnel shall carry current Illinois EMT-Paramedic certification and successfully test into Client's EMS System.
- f. All personnel assigned by Contractor to the Assignment will have successfully completed the physical agility requirements of Contractor and that may be assigned by law upon the Client.
- g. Prior to beginning work on the Assignment, the Contractor shall take reasonable measures to require that all assigned personnel shall attend Contractor's orientation program at Contractor's facility and at Contractor's expense.
- h. Personnel assigned to the Assignment shall be required to continue their professional education to meet the ongoing legal or system requirements at times when personnel are not scheduled to work on Assignment.
- i. They shall be qualified to drive and operate an ambulance and fire department equipment. They shall carry and maintain at least a class "D" driver's license.
- j. Personnel shall not be excluded from or ineligible to participate in a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section) or in any other government payment program, including but not limited to the Illinois Medicaid Program. Personnel shall be enrolled in the Illinois Department of Healthcare and Family Services' Illinois Medicaid Program Advanced Cloud Technology (IMPACT) system and shall be screened by Contractor against:
 - i) The OIG List of Excluded Individuals/Entities available at: <http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii) Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii) The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.

ARTICLE 6: Selection of Personnel.

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the provision and selection of personnel shall be as follows:

- a. The EMS system has quality requirements for emergency medical services personnel that must be met and applicable laws and regulations that all personnel performing services under this Agreement must meet. In determining whether an applicant has met these quality requirements, Contractor may consult with the Fire Chief and shall make available the resumes of any person who is being considered for assignment and the Fire Chief may request that Contractor reject or remove any personnel who does not meet the legal and/or contractual qualifications of the job.
- b. If the employment of any assigned Contractor's employee is terminated with Contractor, the Contractor shall immediately notify the Fire Chief and the Contractor shall immediately provide a suitable replacement.
- c. The Client may request the Contractor to no longer assign any given Contractor's employee to the Client for any legal reason. Such request shall be made in writing and shall detail the reason(s) for the request. Upon receipt of such request, the Contractor shall conduct an immediate review and, after such review, if reassignment is deemed appropriate, Contractor shall make the determination as to whether or not to replace its employee with another qualified employee and shall provide a permanent replacement within a reasonable period. All temporary and permanent replacement Contractor's employees shall be selected in accordance with the foregoing provisions of this Agreement. However, the power to hire and terminate personnel shall at all times reside with the Contractor.
- d. The Contractor shall conduct drug screenings and State of Illinois background checks on personnel assigned to perform services under this Agreement which may include a criminal and exclusions list (debarment from participation in any federally funded healthcare program such as Medicare and Medicaid) screening to the extent permitted by law. To the extent that additional pre-employment testing or screening is requested by the Client or required by law, the Contractor will be solely responsible for implementing such pre-employment screening, and employment term screening, and will assemble all other required documentation for each applicant or personnel, with a corresponding adjustment in the fee. Additional

tests and/or documentation may be required for certain assignments. The Contractor will furnish a true and correct copy of the results of the tests, screens, and all other required documentation, if requested, to the Client. The Contractor warrants that it has or will lawfully obtain all such tests, screens and other documentation and that it is authorized to furnish it under the terms of this Agreement.

- e. Contractor shall solely be responsible for recruiting, interviewing, testing, performing background checks, drug screenings, selecting, hiring, disciplining, controlling, directing and terminating the personnel that it furnishes pursuant to this Agreement.

ARTICLE 7: Duties.

In order to ensure the orderly and safe operation of fire protection and emergency medical services pursuant to this Agreement and consistent with all licensing and legal authority, the duties of Contractor's personnel shall be as follows:

- a. Contractor's regular and replacement personnel employees assigned shall perform firefighting and paramedic duties and any related operational matters as assigned by Contractor in consultation with the Fire Chief and/or his designated officer. All regular and replacement personnel serve under the supervision of the Contractor in consultation with the Fire Chief or his designated officer through the Contractor's contract managers. Operational matters exclude employment and disciplinary related matters which shall be under the purview of Contractor; personnel shall report to Contractor for all employment and disciplinary related matters.
- b. Contractor will maintain training and certification records for Contractor's employees assigned to the Client.
- c. In addition to these duties, Contractor's personnel shall perform the following services at no additional cost to the Village, as reasonably directed by the Fire Chief: (1) present demonstrations of ambulance and related equipment, (2) assist in instruction of cardio-pulmonary resuscitation (CPR) classes, (3) conduct blood pressure screening, (4) provide routine maintenance of station, ambulances and EMS equipment, (5) provide station tours, (6) familiarize themselves with the streets, hazards and corporate boundaries of the Village, and (6) perform other such duties connected with the EMS pre-hospital profession. In addition to the foregoing, Contractor agrees to provide, at no cost to the Village, an Emergency Medical Technician – Paramedic from time-to-time, upon the reasonable request of the Fire Chief, to assist with CPR classes and other special events for

Village personnel, residents and/or visitors. The Emergency Medical Technician – Paramedic shall not be assigned to work a shift during the time that he or she is providing assistance with such CPR class or other special event.

ARTICLE 8: Consideration.

In consideration for the services to be provided by Contractor to the Client pursuant to the provisions of this Agreement, the Client will pay Contractor the total sum of \$263,074.00 in Year One (1). This sum shall be paid in twelve equal monthly payments of \$21,922.86 due and owing on the 15th of the month. Subsequent payments shall be due on the fifteenth day of each month in Year One (1).

The Client will pay Contractor the total sum of \$268,074.00 in Year Two (2). This sum shall be paid in twelve equal monthly of payments of \$ 23,361.32 due and owing on the fifteenth day of each month during Year Two (2).

The Client will pay Contractor the total sum of \$273,703.00 in Year Three (3). This sum shall be paid in twelve equal monthly of payments of \$ 22,808.54 due and owing on the fifteenth day of each month during Year Three (3).

In the event that Client requests that Contractor assign additional personnel to Client, or that Client requests assigned personnel to work hours in excess of those specified in this Agreement, Client shall pay Contractor an additional sum of \$27.52 per hour worked. The Contractor will invoice the Client on the next monthly invoice for the additional hours.

If compensation or benefits to assigned personnel should vary during the term of this Agreement due to local, state or federal law change (including but not limited to minimum wage increases or paid sick leave), the Parties will re-negotiate in good faith to cover Contractor's costs of labor plus a reasonable administrative fee for such additional personnel or required compensation or benefits.

- a. The Contractor shall be solely responsible for:
 - i. Compensating and providing the employment benefits set forth in this Agreement, if any, to such personnel;
 - ii. Making all required deductions from compensation paid to the personnel and timely remitting such deductions and any required contributions from the Contractor to the appropriate government agency as required by law;
 - iii. Complying with all applicable federal, state and local laws and

regulations regarding the employment of such personnel.

- iv. The Contractor will properly and timely file all required reports and other information with the Internal Revenue Service, Social Security Administration, and all applicable state and local tax agencies.
- v. The Contractor's personnel and employees shall not be entitled to participate in any of the Client's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not.
- vi. The Contractor will use its best efforts to ensure that each personnel assigned to the Assignment will be at least 18 years of age and either a United States citizen or an individual lawfully entitled to perform work. The Contractor shall be solely responsible for any audits, fines or other penalties resulting from its failure to fulfill the obligations of this paragraph and shall defend, protect, and hold harmless the Client, to the extent permitted by law, from such audits, fines or penalties described above.
- vii. The Contractor represents and warrants that the rates described in this Agreement are set in advance, reflective of fair market value for the services rendered and does not take into account the volume or value of referrals that may occur between the Parties.
- viii. The Client will promptly advise the Contractor in writing of any billing dispute or any other problem. The Client and the Contractor will identify and attempt to promptly resolve all billing disputes through face-to-face meetings between the Client's Fire Chief and the Contractor's manager in charge of this account. If the Parties are unable to resolve the dispute through face-to-face meetings, the Parties agree to submit the dispute to a mediator agreed upon by the Parties or in accordance with the rules of the JAMS, with each Party bearing half of the mediation costs. The Client will pay the undisputed portion of billable transactions as set forth above.
- ix. The Contractor and the Client will promptly furnish to the other Party such information that such other Party may request to enable each of them to analyze the services and the activities of the other Party and the personnel involved in the dispute.

ARTICLE 9: Limitation of Authority.

Contractor and its employees shall have the authority to provide services under this Agreement, make and implement day-to-day decisions that are necessary in the performance of its obligations herein, and render directions to all third Parties in connection therewith. Notwithstanding anything contained herein to the contrary, in no event shall Contractor have the right or authority, express or implied, to commit, bind or obligate the Client contractually or otherwise to any liability or agreement or to cause the Client to incur any obligation to any third Party.

The Parties agree that they shall not use the name, trademarks, or service marks of the other Party for the purposes of advertising, sales promotion or other similar purposes without the prior written approval of the other Party. Neither the Contractor nor the Client shall publicly announce or disclose the terms and conditions of this Agreement without the prior written approval of the other Party, absent a legal obligation to do so or pursuant to a subpoena or legal process.

ARTICLE 10: Equipment Uniforms and Facilities.

In order to ensure the orderly and safe operation of Client's fire protection and emergency medical services and consistent with all licensing and legal authority, the Client shall supply for all regular and replacement personnel, uniforms and a complete set of bunker gear for personnel protection for employees working in hazardous areas or conditions. The bunker gear shall meet the minimum requirements of NFPA and OSHA. The Contractor's personnel will be responsible for operating and working with the equipment provided by the Client in a safe and careful manner. The Client will be responsible for all repairs, insurance, maintenance and any other direct or indirect costs of such equipment. The Client shall be solely responsible to provide Contractor's employees with lockers, beds and use of the Client's facilities while on duty so that Contractor's employees shall have ready access to the firefighting and emergency medical services equipment required to perform the Assignment. The uniforms, equipment, facilities and all direct or indirect costs thereof shall not be a separate charge incurred by Contractor under this Agreement, has been taken into account by Contractor in setting forth the consideration in Article 8, and is inclusive in the consideration set forth in Article 8.

ARTICLE 11: Insurance.

Contractor shall provide:

- a. **Workers Compensation Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured workers' compensation insurance for its employees in amounts required by Illinois law. Contractor

hereby waives any right or claim it, or its insurer, may have pursuant to 820 ILCS 305/1 (a)(4) to recover from the Village any workers' compensation claims or payments, attorneys' fees, and other expenses on account of any injury or workers' compensation claim made by any person providing services under this Agreement and the Village agrees that this subparagraph represents a waiver as contemplated by that statute.

- b. Professional Liability Insurance.** Contractor shall purchase, and upon request shall provide evidence that it has secured, for itself and its employees, comprehensive professional liability insurance with a single limit of \$1,000,000.00 (one million dollars), and additional aggregate coverage of at least \$10,000,000 (ten million dollars).
- c. Non-Owned, Owned and Hired Automobile Insurance.** Both Contractor and Village shall purchase, and upon request shall provide evidence that they have secured, coverage for Contractor and Contractor's employees for occurrences arising while Contractor's employees are driving Village's vehicles, with a minimum single limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$10,000,000 (ten million dollars). Contractor shall not be required procure and maintain business auto physical damage, collision, and underinsured and uninsured vehicle coverage on vehicles, accessories, and equipment owned by the Fire Department and operated by Contractor's employees
- d. Comprehensive General Liability Insurance.** Contractor shall maintain, and upon request shall produce evidence that it has comprehensive general liability insurance, or equivalent coverage, affording the following: contractor's insurance, including contractual liability and errors and omissions insurance, which shall include employment-related practices, products and complete operations insurance, bodily injury, property damage and personal injury insurance, with a minimum of \$1,000,000.00 (one million dollars) combined single limit of liability for all underlying coverage. With an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$10,000,000 (ten million dollars). Contractor may purchase a single excess policy for both CGL and professional liability coverage, if necessary.
- e. Crime Insurance.** Contractor must provide Blanket Crime coverage that covers it employees against dishonesty, robbery, burglary, theft, destruction, disappearance as well as other related crime risks to clients/patient property with limits no less than \$500,000.00.
- f. Contractor's Insurance.** In the event that any claim or suit is brought against the Village and the claim is directly attributable to the fault/negligence of Contractor's employees, Contractor's insurance shall be primary and will defend and indemnify the Village from the claim.

- g. Village's Insurance.** In the event that any claim or suit is brought against the Contractor and the claim is directly attributable to the fault/negligence of Village's employees, Village's insurance shall be primary and will defend and indemnify the Contractor from the claim.
- h. The Village as Additional Insured.** Contractor shall name the Village, and its officers, agents and employees as additional insureds on all applicable insurance policies. All policies shall contain a provision requiring thirty (30) day advance notice to the Village in the event of cancellation. Before Contractor commences services hereunder, a copy of Contractor's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Village.
- i. The Contractor as Additional Insured.** Village shall name the Contractor, and its officers, agents and employees as additional insureds on all insurance policies. All policies shall contain a provision requiring thirty (30) day advance notice to the Contractor in the event of cancellation. Before services commence hereunder, a copy of Village's insurance policy or policies evidencing compliance with the provisions hereof shall be provided to the Village.
- j. Coverage Not to Be Changed By Sale of Contractor.** In the event that a controlling interest of the Contractor's business is sold or transferred, the insurance coverage described in this Agreement shall not in any way be materially changed.
- k. Notice of Change in Coverage or Cancellation.** Contractor shall notify the Village within forty eight (48) hours of being notified of any change in coverage limits or status of its insurance policies. Contractor's election to provide any coverage required by this Agreement through a plan of self insurance shall be considered a material change and default of this Agreement unless the Village, in its sole discretion, approves such a plan.

At all times during the term of the Agreement, and throughout any renewal periods, Contractor will maintain insurance coverage. The Client will be designated as an additional insured on all applicable policies. All insurance will be furnished by an insurance carrier appropriately licensed to write such policies.

ARTICLE 12: Administration.

- a. The Contractor shall be responsible for processing all reports, as required under federal, state, resource hospital, or Client rules and regulations.

- b. If this Agreement or any provision or report prepared in accordance with this Agreement is subject to or requested by any governmental agency, the Contractor shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency, and the Contractor shall preserve such books and records for the legally required time period.
- c. The Contractor shall keep adequate original records at the Contractor's principal place of business to allow the Client and its agents to obtain information regarding the personnel furnished and services rendered under this Agreement. This provision shall survive the termination of this Agreement. The Contractor shall maintain the records pertaining to the services rendered upon the behalf of the Client during the term of this Agreement and for a period of not less than seven years following any termination.

ARTICLE 13: Relationship of the Parties.

- a. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Contractor is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with the Contractor, except in a writing signed by the chief executive of the Contractor, has any authority to make any binding promises or agreements contrary to the foregoing.
- b. Contractor's employees shall be, for all purposes, bona fide employees of Contractor and not of Client. All employment-related costs, benefits and expenses arising out of the relationship between Client and Contractor, including, but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance and workers' compensation obligations, shall be the sole responsibility of Contractor. Contractor's employees shall also be subject to all personnel policies and regulations applicable to Contractor's employees generally, including time off with or without pay and leaves of absence, including under the Family and Medical Leave Act or any similar state law. It is recognized by the Parties that the provision of emergency medical and firefighting service is inherently dangerous. The client will use its best efforts to provide a safe, healthy and non-discriminatory working environment in compliance with all applicable federal, state and local laws, regulations and

ordinances. The Contractor and the Client agree that the Contractor is an independent contractor and shall be liable for its own actions. Neither Party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party, except as specifically outlined herein. The Contractor, including its employees, shall not be considered, entitled or eligible to participate in any benefits or privileges given or extended by the Client or be deemed an employee of Client for any purposes, including but not limited to, for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation and other employer contributions not specifically provided for in this Agreement. The Contractor shall retain the exclusive right to hire, discipline, compensate and terminate its employees pursuant to the Contractor's policies and procedures and consistent with the terms of this Agreement.

ARTICLE 14: Compliance with Law.

The Parties agree to use their best efforts to adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to fire protection and emergency medical services, including but not limited to the following:

- a. **State of Illinois Anti-Discrimination Laws (775 ILCS 5/101/ et. seq.).** In carrying out the performance required under this Agreement, the Parties agree to use their best efforts to comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractor's deliberate, willful, or repeated failure to comply with all applicable provisions of the Illinois Human Rights Act, as determined by the Illinois Human Rights Commission or a court of competent jurisdiction, including specifically, provisions related to sexual harassment, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts with the Client or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, provided that the provisions of this Agreement for the termination of this Agreement are followed, the Contractor is given a thirty (30) day period in which to cure any non-compliance or violations, and an opportunity to be heard by the board of trustees of the Client or similar entity before any decision has been made to cancel or void this Agreement and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- b. **Drug-free Workplace Act (30 ILCS 580/1, et. seq.).** All Parties must comply with all of the provisions of the Drug-free Workplace Act, which are applicable to the Contractor. Knowing or repeated false certification or violation of the requirements of the Drug-free Workplace Act as determined by the Client's Board of Trustees or similar entity may result in sanctions including, but not limited to, termination of this Agreement.
- c. **Freedom of Information Act (5 ILCS 140/1 et. seq.).** Applications, program reports and other information obtained by the Client pursuant to this Agreement shall be administered in accordance with the Freedom of Information Act. Client shall give Contractor at least 14 calendar days advanced written notice of any FOIA requests related to this Agreement and opportunity to review and object to any FOIA requests.
- d. **Educational Loan Default Act (5 ILCS 385/3).** The Contractor certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.
- e. **Americans with Disabilities Act.** As a condition of receiving this Agreement, the Contractor certifies that services and activities provided under this Agreement comply and will continue to comply with The Americans with Disabilities Act (hereinafter "ADA") (42 U.S.C. 12101 et. seq.) and the regulations there under (28 CFR 35.130).

The Client shall not require the Contractor to perform any act which is contrary to the aforesaid and the Contractor shall use its best efforts to prohibit its employees from performing any act which violate the aforesaid acts and will take prompt remedial action to rectify or resolve any such violations.

The Parties recognize that this Agreement is at all times subject to applicable federal, state, and local law, including, but not limited to, the Social Security Act and its rules and policies and guidelines issued by the United States Department of Health and Human Services and its agencies such as CMS and the Office of the Inspector General. The Parties intend to comply fully with all applicable federal, state and municipal laws and regulations, including, but not limited to, the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, and the federal False Claims Act. This Agreement shall be subject to amendments of such laws and regulations, and to new legislation and regulation. Any provisions of law that invalidate or are otherwise inconsistent with the terms of this Agreement, or that would cause one or both Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided however, that the Parties shall exercise their best effort to accommodate

the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. Additionally, insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues in order to amend this Agreement so that the performance of this Agreement is consistent with all applicable statutes and regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, either Party may terminate this Agreement pursuant to Article 3, unless this Agreement would expire earlier by its terms. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party in writing.

Each Party, their respective directors, trustees, officers and employees shall abide by their respective organization's ethical guidelines, including but not limited to guidelines related to gifts, political contributions, the federal Anti-Kickback Act (Section 1128B(b) of the Social Security Act) and the False Claims Act (31 USC 3729) and any amendments thereto.

The Contractor warrants that it is properly licensed to provide the personnel described in this Agreement to the Client under all applicable federal, state, and local laws. The Contractor shall maintain all such licenses and all others as may be required by law during the term of this Agreement and will furnish a copy of each license and license renewal to the Client upon request. For purposes of any defenses or immunities to claims and liabilities to third Parties that the Client and/or its employees may be entitled under applicable laws, the Parties agree that, to the extent permitted by law, the Contractor will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

ARTICLE 15: Indemnification.

It is expressly understood and agreed that each Party, to the extent permitted by law, shall in all events defend, indemnify, save, and hold harmless the other, their parents, affiliates, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from death, illness, physical injuries or property damage to any third Party or the other Party's present and former agents, officers, volunteers, and employees, including but not limited to any and all employment-related causes of action, attributable to the acts or omissions of the offending Party, its agents, officers, and employees while engaged in the performance of duties under this

contract provided that no Party shall have any obligation under this Article with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such Party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this Article. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent, of the Party providing such indemnification. Each Party also agrees to indemnify and hold each other harmless for: (a) any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents, and (b) any settlement or judgment of an employment discrimination charge or claim arising from one Party's employees committing discriminatory, retaliatory, or harassing acts against the other Party's employees.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Contractor, Client, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Illinois law, including, but not limited to Illinois Local Government Tort Immunity Act or the Emergency Medical Systems act that may be applicable to the Client or Contractor. To the extent that indemnification is available and enforceable, the Parties or their respective insurers shall not be liable to in indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either Party be required to indemnify the other for its own negligent or intentional conduct.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

ARTICLE 16: Payments to Third Parties.

The Contractor shall not pay any salaries, commissions or fees, or make any payments or rebates to any employee or officer of the Client or any of its affiliates, or to any designee of any employee or officer of the Client or any of its affiliates, or favor any employee or officer of the Client or any of its affiliates, or any designee of any employee or officer of the Client or any of its affiliates, with gifts or entertainment of significant cost or value, or enter into any business arrangements with any employee or officer of the Client or any of its affiliates, other than as a representative of the Client or any of its affiliates.

Without limiting any provision herein, the Contractor further agrees that the Contractor will not, either directly or indirectly, offer, pay, promise to pay or authorize the payment of money or anything of value to any government official, candidate for office, political Party, vendor or other third Party in violation of any law, including without limitation the United States' Foreign Corrupt Practices Act, as amended.

ARTICLE 17: Confidentiality.

Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party any and all trade secrets, confidential information, material or tangible items or written information supplied by the disclosing Party. The obligations of this Article will survive the termination or expiration of this Agreement.

ARTICLE 18: Publicity.

The Contractor shall not without the prior written consent of the Client: (a) refer to, identify, or use the name or any trade name or trademark of the Client or any of its employees in any advertising or communications to the public by the Contractor made in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the Client or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of the Client or any of its employees.

ARTICLE 19: Non-Solicitation Agreement.

The Client agrees not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third Party to solicit, for the purpose of hiring any of Contractor's employees placed with the Client to perform like services for the Client for the duration of this Agreement; unless mutually agreed by the Contractor and the Client.

ARTICLE 20: Force Majeure.

Neither Party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitations, acts of nature or public enemy, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing Party shall promptly notify the other Party of such event and use reasonable efforts to remedy its inability to perform.

ARTICLE 21: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 22: Notices

All notices provided for or permitted herein shall be in writing and shall be delivered personally sent by a national overnight courier service, or sent by United States certified or registered mail, postage prepaid, return receipt requested, directed to the Parties at the following addresses or to such address as any Party shall designate by notice delivered or sent in the above manner. If a notice is sent by mail, it shall be deemed to have been received by the addressee two (2) days after the post marked date which it bears.

Contractor:

Michael G. Tillman
Vice President
Metro Paramedic Services, Inc.
395 West Lake Street
Elmhurst, Illinois 60126

Client:

Village of Steger
Kenneth Peterson, Jr. Village President
3320 Lewis Avenue
Steger, IL. 60475

ARTICLE 23: Entire Agreement, Amendment, Waiver, and Use of Subcontractors.

This Agreement contains the entire agreement and understanding between the Parties in regard to the subject matter hereof; it supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; and this Agreement is not subject to modification, alteration or amendment, except by further written Agreement signed by all Parties. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted. A waiver of right or remedy on any one occasion will not be construed as a bar to or waiver of any such right to remedy on any other occasion. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

The Contractor may use sub-contractors to provide the personnel necessary to its obligations under this Agreement; provided that the Contractor agrees that it will require its sub-contractors and agents to make the same covenants and agreements contained in this Agreement. Subject to the preceding sentence, neither the Contractor nor the Client may not assign this Agreement or its obligations without the other Party's prior written consent that shall not be unreasonably withheld, provided that the Contractor may utilize the employees or contractors of third Parties to provide the Client with qualified personnel without obtaining the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

ARTICLE 24: Governing Law.

This Agreement and the Parties' relationship shall be construed in accordance with, and governed by the laws of the State of Illinois without regard to applicable conflict of law principles. In the event of any dispute between the Parties, the prevailing Party shall be entitled to its reasonable attorney fees and costs. All disputes relating to or arising out of this Agreement or the Parties' relationship shall be resolved exclusively in the federal and state courts located in the County of DuPage, Illinois, and the Parties hereby waive all objections to personal jurisdiction, venue, or forum non-conveniens therein.

ARTICLE 25: Severability.

If any portion of this Agreement is determined to be invalid by subsequent passage of law or court interpretation, the court or other tribunal may "blue pencil" or revise said portion so that it is enforceable to the fullest extent permitted by law or, if such revision is deemed impermissible, that portion shall be removed from this Agreement. All other portions of this Agreement shall remain in full force and effect. Should any provision of this Agreement be deemed by either Party to be contrary to the provisions of said Laws, then the court may revise such provision so that it is enforceable or the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws.

ARTICLE 26: Authority.

The Contractor represents that this Agreement is executed pursuant to approval of its President, and the Client represents that this Agreement is executed pursuant to resolution of its Board of Trustees.

ARTICLE 27: Headings.

The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 28: HIPAA.

The Parties agree that any duties undertaken under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the obligations undertaken pursuant to this Agreement, including but not limited to regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) and all subsequent amendments, regulations, and guidance thereto ("HIPAA"). The Parties agree that for purposes of HIPAA, the Contractor's employees and personnel shall be considered workforce members, as that term is defined in 45 CFR 160.103, of Client and that no business associate agreement is necessary. Furthermore, the Parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA or any new or revised legislation, rules, or regulations to which they are subject now or in the future (collectively, "Code") in order to insure that the Parties are at all times in conformance with HIPAA and the Code. If, within thirty (30) days of either Party first providing notice to the other of the need to review

the Agreement or execute any other document to comply with HIPAA or the Code, the Parties do not reach a mutually agreeable resolution, and such agreement may not be unreasonably withheld, either Party may immediately terminate this Agreement.

ARTICLE 29: ASSIGNMENT.

This Agreement cannot be assigned or delegated to a third Party by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void; except that either Party may assign this Agreement to a parent, sister, subsidiary or affiliated corporation. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns, affiliates or other legal representatives.

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IN WITNESS WHEREOF: the Parties have executed this Agreement to be effective on the date first stated above this ____ day of _____, _____.

VILLAGE OF STEGER

Kenneth A. Peterson, Jr. Village President

Date

METRO PARAMEDIC SERVICES, INC.

Michael G. Tillman, Vice President

Date