VILLAGE OF

STEGER

BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Also being held VIA Teleconference/Zoom

Meeting ID: 878 9065 9185 Passcode: 223638

312-626-6799

3320 Lewis Avenue, Steger IL 60475

MONDAY, DECEMBER 19, 2022 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION:
- D. MINUTES of DECEMBER 5, 2022 Regular Board Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. Community Center Director
 - e. EMA Chief
 - 3. Attorney
 - 4. Treasurer
 - 5. Clerk's Report

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, DECEMBER 19, 2022 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- 6. Trustee/Liaison Report
- G. PAYING OF THE BILLS:
- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS

 ORDINANCE NO. 1285 -

AN ORDINANCE APPROVING AND CONSENTING TO AN APPLICATION BY 3300 HOLEMAN, LLC AND JDM COATINGS, INC. FOR A CLASS 6B DESIGNATION UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, STATE OF ILLINOIS

- J. NEW BUSINESS
 - **ORDINANCE NO. 1289 -**

AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF (SPECIAL USE PERMIT) FOR THE PROPERTY LOCATED AT 1485 AND 1521 E. 231ST STREET, STEGER, ILLINOIS

Consideration and approval for lease agreement with Proven IT

New business license application for A-Z Screening LLC at 3121 Chicago Road, Steger

New business license application for Crave VR Experience at 3345 Chicago Road, Steger

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 5th day of December, 2022 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

The roll was called. The following Trustees were present; Thurmond, Lopez, Stewart, and Perchinski. Mayor Peterson was present. Trustees Trotier and Joyce were absent.

Also present: Fire Chief Michael Long, Police Chief Greg Smith, EMA Chief Tom Johnston and Community Center Director Diana Rossi. Village Administrator Mary Jo Seehausen and Director of Public Infrastructure Dave Toepper were absent.

AWARDS, HONORS AND SPECIAL RECOGNITION

None

MINUTES

Trustee Lopez made a motion to approve the minutes of the November 21st meeting as all members have copies. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE

None

REPORTS

Village Administrator Mary Jo Seehausen No Report.

Director of Public Infrastructure Dave Toepper No Report.

Fire Chief Michael Long We have a new EMT as of yesterday, Joselyn Jennings passed her National Exam. We also have four graduating Fire Academy next week, so we have four more firefighters in the next week. I will have two more going in next year. I also want to thank everyone who came out last week for our Pancake Breakfast and Raffle.

Police Chief Greg Smith We have John Darge back with waivers, so he is back part time. Officer D'Anna is back to work as well.

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EMA Chief Tom Johnston I am waiting to hear back from Will County. I am hoping to take Training the Trainer Course for Traffic Management which is required by the IDOT. I also want to thank Steve from Emergency Vehicle Technologies for donating light bars and other equipment for our new squad.

Community Center Director Diana Rossi We had about 550 people through the Community Center the past two weeks. Our Senior Luncheon is this Friday at Noon. Let me know if any of you can make it.

Village Attorney No report.

Treasurer No report.

MAYORS REPORT

VILLAGE CLERK No Report.

TRUSTEES REPORTS

Trustee Joyce No Report.

Trustee Trotier No Report.

Trustee Lopez No Report.

Trustee Thurmond I attended the last school board meeting. I try to attend every now and again. They are emphasizing an honor they have been bestowed the last couple of years with the McKinney-Vento Homeless Assistance Act where thousands of districts submit in hopes of being allowed to speak at these events. School District 194 has been lucky enough to speak at the conference in San Diego this past April and again in Chicago in November. They were also chosen to speak at next year's national convention in Tampa, Florida in April. Speakers discuss how this Homeless Act is working for them, getting jobs and housing for the homeless.

Trustee Stewart Thank you all for the appointment of Dave Mendez. He is doing a great job pulling the volunteers together for our Steger Youth Programs meeting last week. It was a great success; we had a big turnout of over 20 volunteers. I have Shared with Diane Rossi letting her know that our football program is now going to be the president of the league that they play in. So we will host all the monthly meetings here in Steger. Great honor for the volunteers that have made the program a success. We are still having sign-ups for basketball and volleyball, so it's not too late.

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Trustee Perchinski I want to thank the Police Department, the Fire Department, our EMA, School District 194, Chief Smith, Mayor Peterson, Clerk Zagone, Trustee Trotier and Trustee Lopez for helping donate and facilitate the Shop with a First Responder Event. The Community Center did a wonderful job setting up for us. We had about 20 kids, we also partnered with South Chicago Heights. It was a great event and the kids had a blast. Then, Saturday and Sunday we did a special needs dinner. Special thanks to School District 194 for allowing the use of their cafeteria. We served over 100 Special Needs Children and their families. About 270 people. We also have another event coming up this Saturday at the Bloom Township Garage. It is our Santa Claus Event serving about 800 under privileged kids who give us their wish lists. People donate and wrap the gifts for the kids. Anyone who would like to help with that are welcome. Mayor Peterson stated that Alicia's house complimented our efforts in being so organized. Mayor Peterson thanked Trustee Perchinski for his efforts, and Trustee Perchinski thanked Melissa Kunha for her part in the success of these events.

BILLS

Trustee Perchinski made a motion to pay all bills as listed when funds become available. Trustee Lopez seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried.

CORRESPONDENCE

The Trustees received a Christmas Card from the Steger Police Department.

<u>UNFINISHED BUSINESS</u>

None

NEW BUSINESS:

There was extensive discussion regarding Ordinance No. 1285 and its tax reduction on one property. Trustee Perchinski wants to know how this reduction on one property affects the homeowners in the Village. Following discussion:

Trustee Perchinski made a motion to table ORDINANCE NO. 1285: AN ORDINANCE APPROVING AND CONSENTING TO AN APPLICATION BY 3300 HOLEMAN, LLC AND JDM COATINGS, INC. FOR A CLASS 6B DESIGNATION UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, STATE OF ILLINOIS.

Trustee Thurmond seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Lopez made a motion to adopt ORDINANCE NO. 1286: THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to adopt ORDINANCE NO. 1287: AN ORDINANCE ABATING THE LEVY OF TAXES RELATED TO GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2018 FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Lopez made a motion to adopt ORDINANCE NO. 1288: AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND FINANCING OF CERTAIN PERSONAL PROPERTY FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried

Discussion regarding 2023 Liability and Workman's Comp Insurance: In making his motion, Trustee Perchinski recommends that we go out for bid next year as some of the rates seem high and it has premium modification of 50%. There is justification, but I think we have to shop a bit next year.

Trustee Perchinski made a motion to ratify the 2023 Liability and Workman's Compensation Insurance. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried

Trustee Perchinski made a motion to approve 2023 Village Board Meeting Dates. Trustee Lopez seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart and Perchinski. Mayor Peterson voted aye. Motion carried.

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Being no further business:	
Trustee Perchinski made a motion to adjothe motion. Voice vote; all ayes. Motion ca	ourn the meeting. Trustee Lopez seconded arried.
Meeting adjourned at 7:30 pm.	
	Kenneth A. Peterson, Jr., Village President

DATE: 12/15/22

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REGISTER # 81
Thursday December 15, 2022 SYS TIME:11:37 [NW2] PAGE

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PAYABLE TO	INV NO (G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
COMED				
NICOR GAS	07731341331201	01-00-33100	ELECTRICITY	21.98
NICOR GAS	3-0319 6 12-7-2	01-00-33200	HEAT	455.25
	8-5283 8 12-5-2	01-00-33200	HEAT	169.10
	RATION LOCKBOX 5135025718	01-00-33500	OFFICE SUPPLIES	120.44
	T CLEANING SERVIC 13895	ES, INC. 01-00-33502	CLEANING SERVICES	608.33
COMCAST BUSI	NESS 161172976	01-00-33700	TELEPHONE	466.73
VERIZON WIRE	LESS 9922123862	01-00-33700	TELEPHONE	482.93
COMCAST BUSI		01-00-33701	-	232.32
T & T BUSINE	SS SYSTEMS, INC.		ETHERNET	·)
B&F CONSTRUC	113184 TION CODE SERVICE:		RENTAL EQUIPMENT	141.00
B&F CONSTRUC	60186 TION CODE SERVICES	01-00-34102 S, INC	PROF SERVICES	_ 225.00
GW & ASSOCIA	60577	01-00-34102	PRO SERVICE OTHER	225.00
	2212437 LFO & CASTALDO, L	01-00-34500	CONSULTING SVCS	3750.00
	150917	01-00-34500	CONSULTING SVCS	324.00
	LFO & CASTALDO, L 150918	01-00-34500	CONSULTING SVCS) _270.00
OnSolve LLC	15253088	01-00-38901	DUES SUBSCRIPTION	5250.00
PROSHRED SEC	URITY 1078397	01-00-38917	SHREDDING DISPOSA) 49.50
MICHELLE SKR	EZYNA REIMBURSEMENT	01-00-39701	STEGER EVENTS-EXP	L
PETERSON, AL	ICE			•
PETERSON, AL	MIRACLE ON 34TH		STEGER EVENTS	121.95
PETERSON, AL		01-00-39701	STEGER EVENTS	39.22
PETERSON, AL	MIRACLE ON 34TH ICE	01-00-39701	STEGER EVENTS	37.02
PETERSON, AL	MIRACLE ON 34TH	01-00-39701	STEGER EVENTS	, 43.58
PETERSON, AL	MIRACLE ON 34TH	01-00-39701	STEGER EVENTS	43.58
•	MIRACLE ON 34TH	01-00-39701	STEGER EVENTS	31.26
PETERSON, AL	MIRACLE ON 34TH	01-00-39701	STEGER EVENTS	7 35.92
PETERSON, AL	ICE MIRACLE ON 34TH	01-00-39701	STEGER EVENTS	38.04
TOTAL FOR	FUND 01	DEPT. 00		13370.56
DRISCOLL, BR	IAN 2022-07	01-06-34550	HEARING OFFICER	200.00

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PAYABLE TO CHECK DATE CHECK NO **AMOUNT** INV NO G/L NUMBER DESCRIPTION DIST ______ DRISCOLL, BRIAN 2022-10 01-06-34550 HEARING OFFICER 200.00 DRISCOLL, BRIAN 2022-11 01-06-34550 HEARING OFFICER 200.00 DRISCOLL, BRIAN 2022-8 01-06-34550 HEARING OFFICER 200.00 MUNICIPAL SYSTEMS LLC MS 2022-11-64 01-06-34901 C TICKET EXPENSES 930.00 TOTAL FOR FUND 01 1730.00 DEPT. 06 VERIZON WIRELESS 9922123862 01-07-33700 **TELEPHONE** 85.07 DRISCOLL, BRIAN 2022-07 01-07-34550 HEARING OFFICER 200.00 DRISCOLL, BRIAN 2022-10 01-07-34550 **HEARING OFFICER** 200.00 DRISCOLL, BRIAN 2022-11 01-07-34550 HEARING OFFICER 200.00 DRISCOLL, BRIAN 2022-8 01-07-34550 HEARING OFFICER 200.00 MUNICIPAL SYSTEMS LLC MS 2022-11-63 01-07-34902 ADMIN BLDG CODE 315.00 TOTAL FOR FUND 01 DEPT. 07 1200.07 ANDY FRAIN SERVICES INC 330249 01-19-30900 SALARY CROSSING G 2967.52 TOTAL FOR FUND 01 **DEPT. 19** 2967.52 GEMINI II SEWER RODDING IRRIGATION, LLC 11292022 FD 01-20-31100 MAINT BUILDING 825.00 MONARCH AUTO SUPPLY INC 6981-579228 01-20-31805 MAINT-VEHICLES 19.86 O'REILLY AUTO PARTS 10-20-2022 01-20-31805 MAINT-VEHICLES 135,99 TOM'S TRUCK REPAIR SOUTH INC SL12849 01-20-31805 MAINT-VEHICLES 72.00 NICOR GAS 01-20-33200 3-0319 6 12-7-2 **HEAT** 455.25 NICOR GAS 5-1000 9 12-5-2 01-20-33200 NATURAL GAS 585.32 HERITAGE F/S, INC. 35012170 HERITAGE F/S, INC. 35012253 01-20-33300 GAS 203.38 01-20-33300 GAS 115.71 HERITAGE F/S, INC. 99041321 01-20-33300 FINANCE CHARGE 9.20 CINTAS CORPORATION LOCKBOX 5135025718 01-20-33500 OFFICE SUPPLIES 120.44

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RUNCO OFFICE SUF			OFFICE SUPPLIES	17 402.87
ACE HARDWARE-CRE	ETE 2715/1	01-20-33501	SUPPLIES	121.98
ACE HARDWARE IN				1
MENARDS - MATTES	SON	01-20-33501	SHOP SUPPLIES	32.24
761 VERIZON WIRELESS		01-20-33501	SHOP SUPPLIES	59.98
992 COMCAST BUSINESS	22123862	01-20-33700	TELEPHONE	246.59
	Ĺ172973	01-20-33701	ETHERNET	232.32
999	0797912	01-20-33702	AMBULANCE SUPPLIE	0 145.50
	2925188	01-20-33702	AMBULANCE SUPPLIE	
CANON FINANCIAL 296	SERVICES, INC 587800	01-20-33901	RENTAL EQUIPMENT	238.20
OSBY WATER CONDI	TIONING 2646 DEC 2022	01-20-33901	RENTAL EQUIPMENT	62.50
ILLINOIS STATE F	POLICE		•	
COUNTY OF WILL	FER/LYONS	01-20-34200	PHYSICALS	28.25
NON COUNTY OF WILL	/2022-001 BR	01-20-34252	BUILDING REPAY	$\substack{188.16 \\ -0}$
NOV AIR ONE EQUIPMEN	/EMBR2022-001	01-20-34252	EASTCOM	4580.34
	810	01-20-37302	NEW UNIFORM	1665.00
	/00131232	01-20-38901	DUES	330.00
TOTAL FOR FUN	ND 01	DEPT. 20		11017.96
ACE HARDWARE IN 153 STANLEY CONVERGE	3729	01-40-31100	SUPPLIES	15.29
600)2949898	01-40-31100	MAINTOBUILDING	58.40
	99050363	01-40-31805	MAINT-VEHICLES) 39.80
COY'S AUTO REBUI		01-40-31805	MAINT-VEHICLE	2736.07
GAS N WASH 337	'8	01-40-31805	CARWASH	92.00
JAMES HERR & SON	IS 9961	01-40-31805	MAINT-VEHIICLES	; 72.16
JAMES HERR & SON		01-40-31805		
JAMES HERR & SON	IS		MAINT VEHICLES	77.26
JAMES HERR & SON		01-40-31805	MAINT VEHICLE	109.03 5
120 POMP'S TIRE SERV	0051 /ICE INC.	01-40-31805	MAINT-VEHICLES	745.55
41(SCOTT'S-U-SAVE	995308	01-40-31805	MAINT-VEHICLES	164.81
	101	01-40-31805	MAINT-VEHICLES	35.08

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PAYABLE TO CHECK DATE CHECK NO AMOUNT INV NO G/L NUMBER DESCRIPTION DT5T =========== NICOR GAS 5-1000 5 12-5-2 01-40-33200 1228.21 **HEAT** HERITAGE F/S, INC. 35012170 840.09 01-40-33300 GAS HERITAGE F/S, INC. 35012253 01-40-33300 1006.21 GAS HERITAGE F/S, INC. 99041321 01-40-33300 FINANCE CHARGE 9.20 DACAV INDUSTRIES 2098 01-40-33400 PRINTING, SUPPLIE 36.00 DANIELS PRINTING & OFFICE SUPPLY 01-40-33400 5315 PRINTING, SUPPLIE 287.82 RUNCO OFFICE SUPPLIES AND EOUTP CO. 889499-0 01-40-33500 OFFICE SUPPLIES 505.71 RUNCO OFFICE SUPPLIES AND EQUIP CO. 889554-0 01-40-33500 68.99 OFFICE SUPPLIES ABSOLUTE BEST CLEANING SERVICES, INC. 13895 01-40-33502 1216.67 CLEANING SERVICES COMCAST 75247 12-3-22 01-40-33700 TELEPHONE 107.82 **VERIZON WIRELESS** 9922123862 01-40-33700 **TELEPHONE** 730.04 COMCAST BUSINESS 161172973 01-40-33701 **ETHERNET** 1843.61 COMCAST 75247 12-3-22 01-40-33701 154.87 CABLE/INTERNET COMCAST 95698 12-6-22 01-40-33701 CABLE/INTERNET 177.80 MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI 7011320221101 01-40-33702 RADIO SVC **1318.00** CRITICAL REACH 2910 01-40-33703 300.00 MAINT, CONTRACTS CINTAS CORPORATION LOCKBOX 01-40-33900 SUPPLIEES 185.31 5135025763 CANON FINANCIAL SERVICES, INC 29687800 01-40-33901 RENTAL EQUIPMENT 238.20 PROSHRED SECURITY 1078386 01-40-34102 SHREDDING 56.10 COUNTY OF WILL NOV2022-001 BR 01-40-34252 **BUILDING REPAY** 188.16 COUNTY OF WILL 20999.16 NOVEMBR2022-001 01-40-34252 **EASTCOM** DACAV INDUSTRIES 2069 01-40-37302 BUSINESS CARDS 84.00) THE EAGLE UNIFORM COMPANY INC 01-40-37302 **NEW UNIFORMS** 20.00 INNV-11218 THE EAGLE UNIFORM COMPANY INC 01-40-37302 460.00 INV-11215 **NEW UNIFORMS** THE EAGLE UNIFORM COMPANY INC 01-40-37302 **NEW UNIFORMS** 352.50 INV-11216 THE EAGLE UNIFORM COMPANY INC 01-40-37302 110.00 INV-11217 NEW UNIFORMS RAY O'HERRON CO INC 225.96 2237581 01-40-37302 **NEW UNIFORMS** RAY O'HERRON CO INC 2237581 01-40-37800 TOOLS/EQUIPMENT 83.55 LEXISNEXIS RISK SOLUTIONS

01-40-38901

DUES/SUBSCRIPTION

150.00

121944-20221130

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PAYABLE TO	INV NO	G/L NUMBER	ATE CHECK NO DESCRIPTION	AMOUNT DIST
TOTAL FOR		DEPT. 40		37129.43
DAWN PORTER	247541 110422	01-42-38840	TRAVEL REIMBURSE	
TOTAL FOR	FUND 01	DEPT. 42		171.71
TOTAL FOR	FUND 01		67587.25	
RZAB, MARIE COMCAST BUSI	062 0538015 110 7581 001 4-1000 4 12-9-2 T CLEANING SERVICE 13895 NOV YOGA 22 NESS 161172973 TA BUSINESS SOLUTI 9009025636 DMPANY 2913592	03-30-33502 03-30-33504.01 03-30-33701	MAINT-MAT/CLEANIN ELECTRICITY HEATING CLEANING SERVICES INSTRUCTOR- AEROB ETHERNET MAINT. CONTRACTS MAINT CONTRACTS SECURITY SYSTEM ENTERTAINMENT EXP ENTERTAINMENT EXP	71.89 3 41.83 3 1341.69) 1825.00 210.00 365.64 48.73 68.00 61.83) 150.00 210.00 102.42
TOTAL FOR	FUND 03	DEPT. 30		4497.03
COMED COMED COMED COMED NICOR GAS NICOR GAS	07737660001201 110 758 200 8 110742900611201 234 301 900 1 5-1000 1 12-5-2 5-1000 4 12-8-2	03-31-33100 03-31-33100	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY HEATING HEATING	194.55 323.24 931.44 41.83 300.56 500.44
TOTAL FOR	FUND 03	DEPT. 31		2292.06

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07731240021201

110 758 000 4

5-1000 1 12-8-2

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5-1000 3 12-7-2

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AMOUNT

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DIST

TOTAL FOR FUND 03		6789.09	
THORN CREEK BASIN SANITARY			20507 25
NOVEMBER 2022 THORN CREEK BASIN SANITARY	06-00-15800 DISTRICT	A/P THORN CREEK S	30587.25
OCT 2022 CORE & MAIN	06-00-15800	A/P THORN CREEK S	36809.01
R773645	06-00-31504	MAINT-MAINS	6450.00
M&J UNDERGROUND, INC M22-0498	06-00-31504.01	MAINT-MAINS OUTST) 4612.00
M&J UNDERGROUND, INC)
M22-0499 M&J UNDERGROUND, INC	06-00-31504.01	MAINT-MAINS OUTSI	6303.50
M2Ź-0500	06-00-31504.01	MAINT-MAINS OUTSI	495.00
M&J UNDERGROUND, INC M22-0501	06-00-31504.01	MAINT-MAINS OUTSI	.0 3140.00
M&J UNDERGROUND, INC M22-0502	06-00-31504.01	MAINT-MAINS OUTSI	4435.00
M&J UNDERGROUND, INC			
M22-0503 M&J UNDERGROUND, INC	06-00-31504.01	MAINT-MAINS OUTSI	7092.50
M22-0504	06-00-31504.01	MAINT-MAINS OUTSI	_8057.50
M&J UNDERGROUND, INC M22-0505	06-00-31504.01	MAINT-MAINS OUTSI	i0 4612.50
M&J UNDERGROUND, INC M22-0506	06-00-31504.01	MAINT-MAINS OUISI) 4630.00
M&J UNDERGROUND, INC			1
M22-0507 M&J UNDERGROUND, INC	06-00-31504.01	MAINT-MAIN\$ OUTSI	6520.00
M22-0508 M&J UNDERGROUND, INC	06-00-31504.01	MAINT-MAINS OUTSI	,900.00
M22-0509	06-00-31504.01	MAINT-MAINS OUTSI	675.00
M&J UNDERGROUND, INC M22-0510	06-00-31504.01		5762. 5 0
MCCANN INDUSTRIES INC W02853	06-00-31800	MAINT WORK COUTD	5
MONARCH AUTO SUPPLY INC		MAINT WORK EQUIP	1333.16
6981-578989 MONARCH AUTO SUPPLY INC	06-00-31805	MAINT-VEHICLES	273.09
6981-578990	06-00-31805	MAINT-VEHICLES	,130.34-
MONARCH AUTO SUPPLY INC 6981-579094	06-00-31805	MAINT-VEHICLES	, 94.43
GEMINI II SEWER RODDING IRI 112922 KINGS I		REPAIR WATER PIPE	325.00
COMED)
06935800041203	1 06-00-33100	ELECTRIC	33.90

06-00-33100

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VILLAGE OF STEGER A / P W A R R A N T L I S T REGISTER # 81 Thursday December 15, 2022

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PAYABLE TO	/ NO G/L NUMB		CRIPTION	MOUNT DIST
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HERITAGE F/S, INC. 35012170	06-00-	33300 GAS		136.90
HERITAGE F/S, INC. 35012253	3 06-00-	33300 GAS		181.13
HERITAGE F/S, INC.				
99041321 ACE HARDWARE IN STEGE		33300 F1N	ANCE CHARGE	9.19
153736	06-00-	33501 SHO	P SUPPLIES	15.27
CINTAS CORPORATION LO 51350257 HINCKLEY SPRINGS		33501 ѕно	P SUPPLIES	190.18
17155979	9 113022 06-00-	33501 SHO	P SUPPLIES	15.65
QUADIENT, INC 16856365 VERIZON WIRELESS	5 06-00-	33600 POS	TAGE	946.51
99221238	362 06-00-	33700 TEL	EPHONE	198.22
COMCAST BUSINESS 16117297	73 06-00-	33701 ЕТН	ERNET	7 365.64
UNIFIRST CORPORATION 062 0535	5940 06-00-	33800 UNI	FORM SERVICE	34.75
UNIFIRST CORPORATION 062 0535		33800 UNI	FORM SERVICE	78.54
ILLINOIS STATE POLICE ANIFER/L		34201 PHY	SICALS	28.25
GW & ASSOCIATES, PC 2212437	06-00-		SULTING SVCS	3750.00
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WATER RESOURCES INC)
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1403	06-00-	38901 DUE	S SUBSCRIPTION	700.00
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TOTAL FOR FUND 06	DEP	т. 00		163359.66
TOTAL FOR FUND 06			163359.66	
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HERITAGE F/S, INC. 9904132	1 07-00-	33300 FIN	ANCE CHARGE	9.20

DATE: 12/15/22

VILLAGE OF STEGER

A / P WARRANT LIST SYS TIME:11:37

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REGISTER # 81 Thursday December 15, 2022

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DATE: 12/15/22

VILLAGE OF STEGER

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

REGISTER # 81

Thursday December 15, 2022

PAGE 9

SYS TIME:11:37 [NW2]

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101712 1011			2000100	
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01	CORPORAT	E	67587.25	
03	PLAYGROUND/RECREATION		6789.09	
06	WATER/SEWER FUND		163359.66	
07	road & b	RIDGE	1592.55	
08	MOTOR FU	EL TAX	1505.89	
15	LIABILIT	Y INSURANCE FUND	123843.25	
16	H.S.E.M.		1099.93	
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DATE: 12/15/22

Thursday December 15, 2022

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ORDINANCE NO. 1285

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

AN ORDINANCE APPROVING AND CONSENTING TO AN APPLICATION BY 3300 HOLEMAN, LLC AND JDM COATINGS, INC. FOR A CLASS 6B DESIGNATION UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, STATE OF ILLINOIS

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

WHEREAS, the Cook County Real Property Assessment Classification Ordinance, as amended, (the "Classification Ordinance") provides a system for classifying real property located in Cook County, Illinois for real estate tax assessment purposes; and

WHEREAS, the Classification Ordinance established real estate tax assessment classifications to encourage industrial and commercial development in Cook County, which will increase employment opportunities and increase the real estate tax base in Cook County; and

WHEREAS, the Mayor and the Village's Board of Trustees (collectively, the Corporate Authorities") desire to promote industrial and commercial development

within the Village; and

WHEREAS, the Classification Ordinance allows for an assessment classification known as Class 6b (the "Class 6b Designation") for real estate that is used primarily for industrial purposes and that (i) has newly constructed buildings or structures, (ii) is considered abandoned, (iii) is substantially rehabilitated, (iv) is located within certain designated areas, or (v) special circumstances establish that the real estate is qualified for Class 6b Designation under the Sustainable Emergency Relief ("SER") program; and

WHEREAS, a Class 6b Designation is also conditioned upon certain findings and approvals of the municipality governing the affected real estate; and

WHEREAS, a Class 6b Designation results in a substantial reduction of the real estate taxes levied against such industrial real estate by reducing the assessment level for the real estate; and

WHEREAS, 3300 Holeman, LLC and JDM Coatings, Inc. (the "Applicants") have applied for or are applying for the Class 6b Designation for the real estate located at the address commonly known as 3300 Holeman Avenue, Steger, Illinois, and having assigned Property Index Numbers: 32-33-331-020, 32-33-331-021, 32-33-331-022, 32-33-331-023, 32-33-331-024 (collectively, the "Subject Property"); and

WHEREAS, the Subject Property and the operations thereon are further described in the application submitted by the Applicants (the "Application"), which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Applicants have proven to the Village that the real estate tax incentive that would be provided by a Class 6b Designation is necessary to ensure the continued industrial use of the Subject Property; and

WHEREAS, the Applicants have submitted an Economic Disclosure Statement to the Village; and

WHEREAS, the Corporate Authorities have determined that the Applicants have occupied the Subject Property for at least ten (10) years prior to the date of the Application and find that the circumstances described in the Application supports a determination of hardship for the Applicants and therefore, these special circumstances establish that the Subject Property is qualified for Class 6b Designation under the SER program; and

WHEREAS, the Corporate Authorities have further determined that a Class 6b Designation is necessary for the Applicants to continue operations at the Subject Property and maintain its staff, and that without a Class 6b Designation, the Applicants' business would not be viable, which would cause the Subject Property to be in imminent risk of becoming vacant and unused; and, therefore, the industrial use of the Subject Property is necessary for and beneficial to the Village's economy; and

WHEREAS, the Corporate Authorities have determined that approving a Class 6b Designation for the Subject Property is in the best interests of the Village because it will, among other things, aid the Village in: (1) eliminating the blight factors and characteristics associated with the area; (2) facilitating the redevelopment of the area, (3) improving the environment of the Village, (4) increasing economic activity within the Village, (5) increasing employment opportunities within the Village, (6) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Subject Property, and (7) furthering the growth of the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities hereby approve, support and consent to the Application for a Class 6b Designation under the SER program for the Subject Property being submitted to and approved by the Cook County Assessor;

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

SECTION 1: The Corporate Authorities hereby find that all of the statements set forth in the preamble 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: The Corporate Authorities hereby find that the incentive benefits provided by the Class 6b Designation under the SER program are necessary for the Applicants to continue operations at the Subject Property and maintain its staff, and that without a Class 6b Designation, the Applicants' business would not be viable, which would cause the Subject Property to be in imminent risk of becoming vacant and unused; and therefore, the industrial use of the Subject Property is necessary and beneficial to the local economy. The Corporate Authorities hereby approve, support and consent to a Class 6b Designation for the Subject Property and the Application being submitted to the Assessor. The Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any or all such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, employees and/or agents of the Village, shall take all action necessary or reasonably required to carry out, give effect to and effectuate the intent of this Ordinance.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance, nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any part of this Ordinance is held to be invalid or determined to conflict with any law, statute, or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible.

SECTION 4: All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

SECTION 5: All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6: This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED this 19th day of Dec	rember 2022.
	Joseph M. Zagone, Jr., Village Clerk
APPROVED this 19th day of .	December 2022.
	Warran A. D
	Kenneth A. Peterson, Jr., Village President
Roll call vote:	
Voting in favor:	
Voting against:	
Not voting:	

Exhibit A

Application

[Attached]

ORDINANCE NO. 1289

5	TATE OF ILLINOIS)
١)
	OUNTIES OF COOK AND WILL)

AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF (SPECIAL USE PERMIT) FOR THE PROPERTY LOCATED AT 1485 AND 1521 E. 231ST STREET, STEGER, ILLINOIS

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

WHEREAS, Community Power Group, LLC (the "Applicant") submitted a request to the Village of Steger (the "Village") for land use relief for the properties located at 1485 East 231st Street, Steger, Illinois (PIN: 32-35-402-003-000) and 1521 East 231st Street, Steger, Illinois (PIN: 32-35-402-005-000) (collectively, both properties are referred to as the "Subject Property"), which are located within areas designated as R-1 ONE FAMILY DWELLING DISTRICT and B-1 BUSINESS DISTRICT LIMITED RETAIL, to allow for the installation and operation of a 2MWac ground-mounted solar photovoltaic facility for community use on the Subject Property (the "Proposed Use"); and

WHEREAS, the Village's Planning and Zoning Board of Appeals (the "PZBA") held a hearing, pursuant to proper notice, at which the Applicant provided testimony and other evidence regarding the Proposed Use; and

WHEREAS, the PZBA considered granting the Applicant a special use permit in compliance with Section 10.3-6.6 of the "Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois," commonly referred to as the "Zoning Code," to allow for the Proposed Use (the "Land Use Relief"); and

WHEREAS, the evidence at the hearing established that: (a) the Proposed Use is consistent with existing uses in the general vicinity thereof; (b) the Subject Property is suitable for the Proposed Use; (c) the Land Use Relief will not negatively alter the

essential character of the locality; (d) the Land Use Relief will not endanger the public safety; and (e) the Land Use Relief will not be detrimental to the public welfare or injurious to other property or improvements; and

WHEREAS, based on the foregoing, the PZBA made certain findings of fact, which are set forth in the "Recommendation" attached hereto and incorporated herein as Exhibit A, and made a recommendation to approve the Land Use Relief; and

WHEREAS, in light of the foregoing, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is in the best interests of the Village to approve the Land Use Relief;

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

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

Section 2. Approval of Land Use Relief. The findings of fact and Recommendation of the PZBA are hereby adopted, and, in accordance with these findings of fact and the Recommendation, the Village Board approves the Land Use Relief for the Subject Property.

Section 3. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in force to the same extent and with like effect as if this Ordinance be taken, construed or held to avoid or impair any cause of action now existing under any ordinance of the Village, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

<u>Section 4</u>. <u>Effective Date</u>. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

[Remainder of Page Intentionally Blank]

F	ASSED this 19th day of December 2022.
	Joseph M. Zagone, Jr., Village Clerk
A	APPROVED this 19 th day of December 2022.
	Kenneth A. Peterson, Jr., Village President
R	oll call vote:
γ	oting in favor:
γ	oting against:
N	ot voting:

EXHIBIT A

Recommendation of the PZBA

[Attached]

VILLAGE OF STEGER PLANNING & ZONING BOARD OF APPEALS RECOMMENDATION

RE: Special use permit application to allow for the installation and operation of a 2MWac ground-mounted solar photovoltaic facility for community use on real property located within an R-1 One Family Dwelling District and a B-1 Business District Limited Retail within the Village of Steger, Illinois

President and Board of Trustees:

The Planning & Zoning Board of Appeals ("PZBA") met on Tuesday, December 13, 2022 and discussed the petition of Community Power Group, LLC (the "Petitioner") for a special use permit in compliance with Section 10.3-6.6 of the "Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois," commonly referred to as the "Zoning Code," to allow for the installation and operation of a 2MWac ground-mounted solar photovoltaic facility for community use on real property located within an R-1 ONE FAMILY DWELLING DISTRICT and a B-1 BUSINESS DISTRICT LIMITED RETAIL (the "Special Use Permit"). Proper notice of the meeting was provided in accordance with Section 10.4.3 of the Zoning Ordinance.

During the public hearing, testimony and materials were presented establishing that the Petitioner is the tenant of the real property located at 1485 East 231st Street, Steger, Illinois (PIN: 32-35-402-003-000) and 1521 East 231st Street, Steger, Illinois (PIN: 32-35-402-005-000) (collectively, both properties are referred to as the "Subject Property"). At the hearing, Petitioner presented to the PZBA a request for a Special Use Permit to allow for the installation and operation of a 2MWac ground-mounted solar photovoltaic facility for community use on real property located within an R-1 ONE FAMILY DWELLING DISTRICT and a B-1 BUSINESS DISTRICT LIMITED RETAIL ("Proposed Use"). Further, the Petitioner provided sufficient evidence showing that: (a) the Proposed Use is consistent with existing uses in the general vicinity thereof; (b) the Subject Property is suitable for the Proposed Use; (c) the Proposed Use will not negatively alter the essential character of the locality; (d) the Proposed Use will not endanger the public safety; and (e) the Proposed Use will not be detrimental to the public welfare or injurious to other property or improvements.

Based on the testimony and materials presented at the public hearing, the PZBA finds that the Proposed Use of the Subject Property: (1) complies with all applicable standards of the Zoning Ordinance; (2) will not endanger the public health, safety, morals, comfort, or general welfare of the public; (3) will not harm the use and enjoyment of other property in the immediate vicinity or damage neighboring property values; (4) will not impede the normal and orderly development and improvement of the surrounding property; and (5) will not alter the essential character of the area.

Therefore, the PZBA recommends to the President and Board of Trustees of the Village of Steger that it approve the Petitioner's special use permit application to allow for the Proposed Use.

James Brodeur, Chairman

Planning & Zoning Board of Appeals

Village of Steger



Value Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D	 Tinley Park, IL 60487 • Phone: 	708.614.1770 • Fax: 708.614.1760
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- 1. AGREEMENT: For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you want to purchase or return the Equipment in accordance with this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2 RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws. We may charge you for any filling fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee of \$125 00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all surns, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 3 MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long asyou have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may do as provided in either (A) or (B), as follows: (A) obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit or this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if requested, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment You agree to hold be for the risk of loss or for any destruction of or damage to the Equipment You agree to promptly notify us in writing of any loss or damage. No such loss or damage shall relieve you of your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6 DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, lerms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for his Agreement if any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rale of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you (1) return the Equipment to us to a location we specify, and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due in the event of any dispute or enforcement of rights under this Agreement any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement or any related agreement, you agree to pay the cost
- 7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year and, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains
- 8 FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duty-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. Your executed counterpart, transmitted electronically or otherwise, which has our original signature and/or is in our possession shall constitute thattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice messages and incur access fees from your provider.
- 9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ASSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.
- 10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 11. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.
- 12 OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per image" charge that exceeds the number of images originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per image" charge.
- 13. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE/PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.
- 14 TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be the 20th day of the month, following the date that you sign a certificate of acceptance of the Equipment. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly arment.





STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , between Village of Steger, as Customer and Proven Business Systems, LLC, as Lessor. The words you and your refer to Customer. The words we, us and our refer to Lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proven Business Systems, LLC		Village of Steger	
Lessor		Customer	
		X	
Signature		Signature	
Title	Date	Title	Date

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





Phone: 708.614.1770 | Fax 708.614.1760

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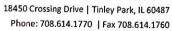
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- 1. GENERAL: Invoices shall be due and payable by the Customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 %%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$20,00 service charge on any returned checks. Customer shall pay all collection expenses incurred by Seller ("Proven IT"), including but not limited to, court,
- 2. TAXES: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Proven IT for all amounts paid or payable by Proven IT in discharge of the forgoing taxes. Customer shall not be responsible for taxes based on Proven IT's
- 3. DEFAULT. If Customer is in default of any term or condition, Seller may cancel this agreement in whole or part at any time upon ten (10) day's written notice. If Seller cancels, the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to Seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund. Early termination of contract is non-refundable.
- 4. AVAILABILITY: Customer agrees that the Goods and Services are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by Customer. If parts become unavailable for discontinued equipment, Seller reserves the right to delete said equipment in accordance with the terms of this agreement,
- S. DELIVERY AND INSTALLATION: Seller shall use its standard packaging. Seller shall choose the method of delivery; Seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments, Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment will be installed in accordance with manufacturer's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work, external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord, is not covered by this agreement, unless otherwise specified on the front side of this document.
- 6. MAINTENANCE, SUPPORT AND SERVICE: Any and all maintenance, support and service in relation to the goods and services shall come directly from the manufacturer, unless separately agreed to in writing by the parties. Proven IT shall not provide support, education, maintenance, or repairs in relation to the goods and services as Proven IT is acting merely as a reseller and installer of the goods. Proven IT is not acting as employee or agent of the manufacturer in conjunction with the resale or installation of the goods.
- 7. INDEPENDENT CONTRACTOR: It is understood and acknowledged that the goods and services which Proven IT provides to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Customer. Proven IT shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Proven IT hereunder.
- 8. TITLE AND RISK OF LOSS: The goods shall be identified to the contract, and risk of loss shall pass to customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to customer upon payment in full. For goods purchased on an installment payment basis, title will pass to Customer on the installation date.
- 9. SECURITY INTEREST. Seller expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify seller prior to relocation of any goods for which Seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Seller's security interest in the goods. Customer authorizes Seller to file, at customers expense, any financing statement related to the goods without Customer's signature, except where prohibited by law.

 10. NO WARRANTIES: PROVEN IT IS NOT THE MANUFACTURER OF THE GOODS AND SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT THE GOODS AND SERVICES ARE PROVIDED "AS IS" AND
- PROVEN IT DISCLAIMS ALL WARRANITES OF ANY KIND, EXPRESS OR IMPLED, INCLUDING WITHOUT LIMITATION ANY WARRANITY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGMENT OR TITLE REGARDING OR RELATING TO THE GOODS AND SERVICES, OR ANY MATERIALS, SERVICES OR ITS INSTALLATION FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. PROVEN IT MAKES NO WARRANITY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS AND SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS AND SERVICES, THAT THE GOODS ENVISED THE CUSTOMER'S NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE GOODS AND SERVICES. ANY APPLICABLE WARRANTY ON THE GOODS AND SERVICES PROVIDED BY THE MANUFACTURER WILL PASS THROUGH TO THE
- 11. LIMITATIONS: The goods shall not be returned to Seller for credit without Seller's written consent. No credit will be given after fourteen (14) days from the date of the invoice. All returns for credit within fourteen (14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the Customer
- 12. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF WILLFUL MISCONDUCT ON THE PART OF PROVEN IT, PROVEN IT, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY CAUSED BY THE GOODS AND SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR PRODUCTS, BUSINESS INTERRUPTION, FAILURE OR MALFUNCTION OF THE GOODS AND SERVICES, LOSS, OR OTHERWISE FOR THE PROVISION OF THE GOODS AND SERVICES, EVEN IF NEGLIGENT. PROVEN IT PROVIDES THE GOODS AND SERVICES TO CUSTOMER "AS IS" AND WITH ALL FAULTS. PROVEN IT DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE GOODS AND SERVICES. CUSTOMER ACKNOWLEDGES THIS ALLOCATION OF RISK BY EXECUTION OF THIS AGREEMENT AND/OR BY THE PAYMENT OF FEES TO PROVEN IT. IN NO EVENT WILL PROVEN IT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVEN IT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVEN IT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVEN IT DURING THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM AND/OR TERMINATION OF THIS AGREEMENT.
- 13. ASSIGNMENT: This agreement shall not be assigned by Customer without Seller's express written consent. In the event that Seller assigns any of its obligations under this agreement, Seller shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted on or against Seller and not its assignee.
- 14. NOTICES: All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
- 15. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods and services installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or Customer's use of the goods and services, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of an intentional act or
- Seller shall indemnify Customer against any costs, losses, damages or liability incurred by Customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-seller products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
- 16. FORCE MAJURE: Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by PROVEN IT authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
- 17. SEVERABILITY: If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable form this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
- 18. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Illinois and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
- 19. SELLER'S AGENTS. Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
- 20. ACCEPTANCE: This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized Seller representative at Seller's offices in the state of ILLINOIS.
- 21. ENTIRE AGREEMENT: This instrument, and any attachments hereto, is the entire agreement between customer and seller and supersedes any proposal or prior agreement, oral written,

order or other document whi	g to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase the may be issued by Customer.
Customer Initials	Proven IT Representative Initials





708.614.1770

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		SERVIC	CE AGREEN	JENT			
Custom	ner: Village of Steger				Phone:	(708) 755-0220	
Conta	act: Mary Jo See Hausen				Email:	(700) 733 0220	
	ess: 3320 LEWIS ST	City:	Steger	State:	IL	Zip:	6047
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Agreement is not binding until accept							

Leased equipment-Maintenance Agreement will run full term of lease and is non cancellable.

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Terms and Conditions

- TEMS INCLUDED: This Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturers) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer and Imaging drums and toner). Supplies consumption is based off the manufacturer's suggested yields and fill rate. If supplies consumption is excessive, a surcharge may be assessed. Proven IT reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as the device functionality and print quality are not affected.
- ITEMS EXCLUDED: This Agreement excludes the following unless otherwise specified:
- Paper and staples
- Any items damaged by Customer such as, but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current Proven IT rates. Ь. Fax Machines: Thermal heads, process units and fuser units.
- Pearmentines. Internal regus, process units and user units.

 Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/MFP. Service calls caused by computer or network issues will be charged to the Customer at
- Proven IT reserves the right, at reasonable times during Customer's normal business hours and upon reasonable notice to customer, to inspect all equipment covered under this Agreement to determine that it is in good mechanical condition prior to the effective date on the front of this Agreement, Should the equipment require significant repair or overhaul, such repairs may chargeable to the Customer at current Proven IT rates, Such repairs will be performed only upon Agreement of both parties.
- SERVICE: Proven IT agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows:
- Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problem
- Fire, accident, theft or damage to the machine due to repairs or movement by someone other than an authorized Proven IT representative.
- If replacement of consumable items recommended by Proven IT service representatives is not complied with and results in additional service calls, the Customer will be charged at our normal hourly rates. These able items are to include, but not limited to toner, developer, drums and supply modules.

- consumable items are to include, but not limited to toner, developer, drums and supply modules.

 Proven IT shall not be responsible for replairs or maintenance resulting from the use of supplies or parts not obtained from Proven IT. Any repairs resulting from the use of supplies or parts not obtained through Proven IT will be charged to the Customer at current Proven IT rates. For these purposes, the term "supplies" walcidents, act of God or any other event beyond its reasonable control. All Service under this Agreement shall be rendered during hours of 8:00am to 5:00pm Monday through Friday, local time, unless otherwise agreed upon by both parties.
 Proven IT does not guarantee that parts will be available during the term of the Agreement, but in the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of the services under this considered "End of Life". In such cases, Proven IT will make all reasonable efforts to honor any respective contract Maintenance Agreement term or as agreed upon service coverage. "End of Life" defined products shall be available under new or renewed Contracted Maintenance Agreements.
- EQUIPMENT: All equipment covered under the Agreement must adhere to the following guidelines:
- Equipment must be located in a normal office setting with sufficient amount space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement or the OEM. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
- Equipment should be operated within the specified operational (including usage) specifications of the OEM.
- Only Proven furnished supplies may be used.
- PREVENTATIVE MAINTENANCE: Proven IT will perform preventative maintenance on each machine based on the manufacturer's recommended interval. This will include cleaning toner and paper dust out of the inside. Checking and proactively replacing high-mortality parts (i.e. rollers) and a wipe-down of the exterior of the machine,
- METERS: Proven IT utilizes Print Management Software to electronically report meters and supply consumption. Customer agrees to work with Proven IT's software administrator to install the Print Management software 7. METERS: Proven IT utilizes Print Management Software to electronically report meters and supply consumption. Customer agrees to work with Proven IT's software administrator to install the Print Management software provide Proven IT access to confidential information to upgrade, modify, or maintain the Print Management software or to install new releases or additions. Under no circumstances will the Print Management software provide Proven IT access to confidential information other than data directly related to the Printers/Copiers on the network. Customer agrees not to delete, alter, modify, or otherwise render the software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities. If Customer declines to install Proven IT's Print Management Software, then Proven IT retains the right to invoice Customer at the prevailing hourly labor rate for services due to manual meter collections. Manual meter collection will be performed during standard business 8:00am to 5:00pm Monday
- NEW EQUIPMENT ADDED: Throughout the duration of the Agreement, if additional metered devices of like models to those on the Agreement today are discovered in the Customer fleet, they will be automatically added to this Agreement and initiated for coverage and billing.

Throughout the duration of the Agreement, if additional metered devices of dissimilar models to those on the Agreement today are discovered in the Customer fleet, or are reported by the Customer to be added to the Agreement, they will be added to the Agreement at the then current rates and be included for coverage and billing. For devices of this kind, the Customer will have the opportunity to remove the devices from the Agreement 90 days from the

- REMITTANCE: Payment is due thirty (30) days from date of Customer's receipt of invoice. Deliquent accounts which are not being disputed in good faith by Customer shall accrue interest at a rate of one and one half percent of the past due amount per month or, (if lower, the maximum rate of interest chargeable under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect
- BILLING AND CONTRACT ADJUSTMENT: Proven IT will invoice the Customer monthly for the Monthly Payment and usage will be reconciled on the frequency indicated on the front of this Agreement, Customer will be invoiced for any overages multiplied by the rates indicated on the front of this Agreement. The contract volume can be adjusted at the end of each reconciliation period. The Contract volume may be adjusted down to the previous and the contract for any overlages insuringing by the raves indicated on the iron tor this Agreement. The contract volume can be adjusted at the end or each reconciliation period. The Contract volume may be adjusted down to the previous quarters' actual usage; not to exceed 15% of the current volume at the time of the adjustment. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base contract payment and overage rates by a maximum of 15% or an equivalent amount to that stated on any associated Value Agreement or Lease Agreement between both the parties. Additionally, Proven reserves the right to increase the base contract payment and overage rates beyond the aforementioned 15% annual increase on equipment which is more than five (5) years old. Proven IT may charge Customer a fee for supply freight and administrative costs for
- BREACH OR DEFAULT: If the Customer does not pay all charges as provided hereunder promptly when due Proven IT may (a) Refuse to service the equipment or (b) Furnish service on a C O.D, "Per Call" basis at current Proven IT rates

The Customer agrees to pay Proven IT costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Proven IT.

- 12 AGREEMENT: This Agreement is not refundable or transferable to a third party unless agreed upon in writing by both parties.
- PENALTY FOR EARLY CANCELLATION: This Agreement is binding and nonconcelable. If the Customer wishes to terminate the Agreement in advance of the Agreement maturity date then the Customer is responsible for buying out the remaining term of the Agreement.

The penalty is calculated using the then current service rates multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term

For Customer Agreements billing using Actual Meter reads or Usage Based programs, the penalty is calculated based on the prior 12 months average monthly billing multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement

If there is no request for cancellation, but all devices covered under this Agreement have been removed from service, this will be considered a cancelation of the Agreement and the formula(s) listed above will apply

- RESPONSIBILITY: Other than the obligations set forth herein, Proven IT disclaims all warranties, expressed or implied, including any implied warranties or merchantability for use or fitness for a particular purpose. Proven IT shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the performance of the equipment or the loss of the use of the equipment and the Customer hereby
- 15. INDEMNIFICATION: Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of coursel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement by a party, or resulting from the death or bodily injury but not infinitely to, court costs, rees and expenses of courser and according tees to the extent any point count, ross, or damage results from the orient of the extent it was caused by the negligent act, willful misconduct, fortuous or other unlawful act, error or omission of a party or its officers, directors, employees, agents and
- JURISDICTION: This Agreement shall be governed by and construed according to the laws of the State of Illino's applicable to Agreements wholly negotiated, executed and performed in Illinois. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officer of Proven IT and the Customer
- 17. TRAINING: The customer agrees to make available and designate a key contact for training on the use of any Proven IT furnished equipment. Should the employment status of designated operator change so as to affect the contact's availability to perform the assignment, the Customer shall inform Proven IT as soon as reasonably practical.
- RENEWAL: This Agreement shall be renewed automatically upon approval by Proven IT unless Customer notifies Proven IT in writing between 90 and 150 days prior to the end of the Agreement term. Customer agrees to pay the then current rates at the beginning of each subsequent renewal Agreement period.

Initials:

Version: 12/15/2022

Village of Steger

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