

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 34

AN ORDINANCE EXTENDING THE SUNSET DATE FOR ZONING APPROVALS
PREVIOUSLY GRANTED TO T-MOBILE CENTRAL LLC FOR THE CONSTRUCTION AND
OPERATION OF A WIRELESS TELECOMMUNICATIONS TOWER, FACILITY AND
ANTENNA

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 11TH DAY OF AUGUST , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 11TH day of August , 2009

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 34

AN ORDINANCE EXTENDING THE SUNSET DATE FOR ZONING APPROVALS
PREVIOUSLY GRANTED TO T-MOBILE CENTRAL LLC FOR THE
CONSTRUCTION AND OPERATION OF A WIRELESS
TELECOMMUNICATIONS TOWER,
FACILITY AND ANTENNA

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on March 10, 2009, the Board of Trustees of the Village (the "Village Board") passed Ordinance No. 09-13 titled, *An Ordinance Granting Special Use Approval and Certain Variations for a Wireless Telecommunications Tower, Facility and Antenna to be Located at 2700 Kalvelage Drive* ("Ordinance No. 09-13"); and

WHEREAS, Section 4 of Ordinance No. 09-13 provided that Ordinance No. 09-13 would be repealed without further action of the Village Board on the sixtieth (60th) day after its passage (the "Sunset Date") if a lease between the Village and T-Mobile Central LLC ("T-Mobile") had not been entered into by the Sunset date; and

WHEREAS, as of the date of this Ordinance, lease negotiations between the Village and T-Mobile (collectively, the "Parties") are ongoing, and no lease has been agreed to by the Parties; and

WHEREAS, the Village Board and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that it is in the best interests of the Village to extend the Sunset Date, as authorized in Section 4 of Ordinance No. 09-13, so that the Parties may continue to cooperate on drafting a lease that would allow T-Mobile to construct and operate a telecommunications tower, facility and antenna as more particularly described in Ordinance No. 09-13;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time,

relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Sunset Date is hereby extended to October 31, 2009 (the "Extended Sunset Date"). The Extended Sunset Date may be further extended by additional action of the Village Board.


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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: Anderson, Benson, Burgess, Myers, Williams

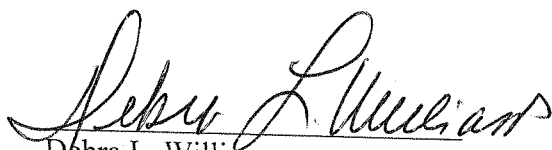
NAYS: None

ABSENT: Hanks

PASSED AND APPROVED THIS 11th day of August, 2009


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 34 entitled:

AN ORDINANCE EXTENDING THE SUNSET DATE FOR ZONING APPROVALS PREVIOUSLY GRANTED TO T-MOBILE CENTRAL LLC FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS TELECOMMUNICATIONS TOWER, FACILITY AND ANTENNA

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on August 11, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet form on August 11, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 11th day of August , 2009.

Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 35

AN ORDINANCE DESIGNATING AN INSURANCE BROKER FOR THE VILLAGE
OF SAUK VILLAGE

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25TH DAY OF AUGUST , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 25TH day of August , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 35

**AN ORDINANCE DESIGNATING AN INSURANCE BROKER FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") recognize the need for a third party to provide health insurance brokerage services (the "Services") to the Village and thereafter approve a health and collateral benefits plan for the Village; and

WHEREAS, the Services may include, without limitation, identifying program needs, conducting annual renewal analyses and negotiating with insurance carriers and claim administrators; and

WHEREAS, the Village has interviewed numerous insurance brokers to provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to authorize the President, with the advice and consent of the Village Board, to designate Lambent Risk Management Services, Inc. ("Lambent") as the insurance broker for the Village (the "Broker"); and

WHEREAS, if it is deemed necessary or in the best interests of the Village, the Village Board authorizes the President or his designee to: (1) negotiate, draft, approve, execute and enter into an agreement (the "Agreement"), which will set forth the general terms, covenants and conditions under which the Broker will provide the Services to the Village; or (2) issue a broker of record letter; and

WHEREAS, the Agreement, if necessary, will contain terms substantially the same as the terms agreed to and directed by the Village Board; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to draft, review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and concurred with by the Corporate

Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee: (a) to designate Lambent as the Broker for the Village; (b) if deemed necessary or in the best interests of the Village and with the assistance of the Village's staff and consultants, to negotiate, draft, approve and enter into the Agreement in accordance with its terms or any modification thereof, after the review and approval of the Agreement by the Village Board; or (c) to issue a broker of record letter. After its approval of the Agreement, the Village Board authorizes and directs the President or his designee to execute the Agreement. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

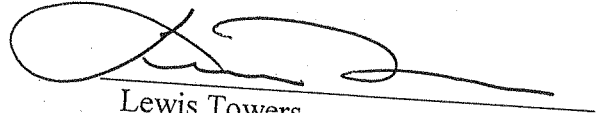
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, MYERS (TIE VOTE BROKEN BY MAYOR)

NAYS: BURGESS, HANKS, WILLIAMS

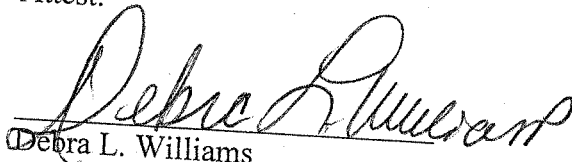
ABSENT: NONE

PASSED AND APPROVED THIS 25 day of AUGUST, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 05 entitled:

AN ORDINANCE DESIGNATING AN INSURANCE BROKER FOR THE VILLAGE OF SAUK VILLAGE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on August 25, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet form on August 25, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 25th day of August , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 36

AN ORDINANCE APPROVING AN ADDITIONAL TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 8TH DAY OF SEPTEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 8TH day of September , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 36

**AN ORDINANCE APPROVING AN ADDITION TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing a peaceful environment for Village residents; and

WHEREAS, compression release engine braking, especially if it is done without a muffler, can be exceptionally loud; and

WHEREAS, to ensure that compression release engine braking does not needlessly disturb Village residents, the Corporate Authorities have determined that the Sauk Village Municipal Code (the "Village Code") should be amended to prohibit compression release engine braking within one thousand feet (1,000') of single-family or multi-family dwelling units; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to add Section 71.132 to Chapter 71 of the Village Code to prohibit compression release engine braking within one thousand feet (1,000') of single-family or multi-family dwelling units;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: That Section 71.132 is hereby added to Chapter 71 of the Village Code, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, which Section shall read as follows:

Compression Release Engine Brake Prohibited.

- (A) No person shall operate or cause to be operated at or upon any public highway located within one thousand feet (1,000') of any area of the Village of Sauk Village that contains any single-family or multi-family dwelling units, any Compression Release Engine Brake on any vehicle for any reason. For purposes of this Section, a "Compression Release Engine Brake" is defined as any mechanical exhaust device designed to aid in the braking or deceleration of any vehicle by converting engine power to compressed air which results in additional, excessive, loud or explosive noise from such vehicle.
- (B) Any person found to be in violation of this Section shall be subject to a fine of not less than seventy-five and no/100 U.S. dollars (\$75.00) and not more than seven hundred fifty and no/100 U.S. dollars (\$750.00).

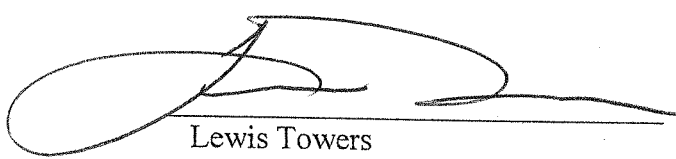
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

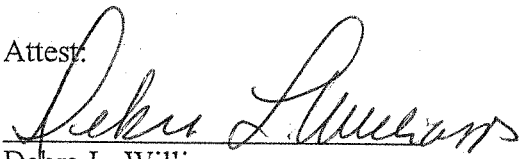
NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 8 day of September, 2009



Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 36 entitled:

AN ORDINANCE APPROVING AN ADDITION TO THE SAUK VILLAGE MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on September 8, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on September 8, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 8th day of September , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 37

A ORDINANCE FOR THE T-MOBILE SITE LEASE-OPTION

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF SEPTEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22ND day of September , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 37

**AN ORDINANCE APPROVING AN AGREEMENT WITH T-MOBILE
CENTRAL LLC FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), any village that acquires or holds any real estate has the power to lease the real estate for any term not exceeding ninety-nine (99) years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the village; and

WHEREAS, previously, the Board of Trustees of the Village (the "Village Board") passed an ordinance granting special use approval and certain variations to T-Mobile Central LLC ("T-Mobile") for a wireless telecommunications tower, facility and antenna to be located at 2700 Kalvelage Drive (the "Property"); and

WHEREAS, T-Mobile desires to lease a portion of the Property to operate its communications system thereby enhancing their communications service to the general public; and

WHEREAS, the Village Board and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities desire to lease the Property to T-Mobile, thereby providing additional revenue to the Village from real estate that is not being used by or necessary for the Village; and

WHEREAS, T-Mobile has provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the general description of the Property and the general terms, covenants and conditions under which the Village will lease the Property to T-Mobile; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to approve and execute the Agreement;

and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities.

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

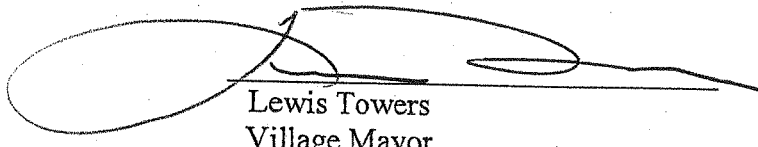
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS, MYERS, HANKS, WILLIAMS

NAYS: NONE

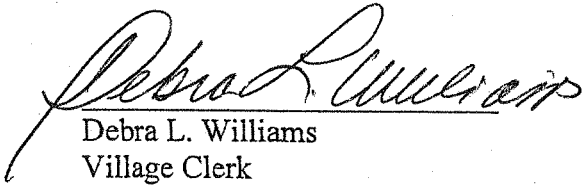
ABSENT: NONE

PASSED AND APPROVED THIS 22nd day of September, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 38

AN ORDINANCE FOR FAIR HOUSING FOR THE VILLAGE OF SAUK VILLAGE

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF SEPTEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22ND day of September , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 38

**AN ORDINANCE REGARDING FAIR HOUSING FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring that individuals are not discriminated against when purchasing or renting housing within the Village; and

WHEREAS, in an effort to deter discrimination within the Village and to educate Village residents about the negative effects of discrimination, the Corporate Authorities have determined that the Village should adopt this Ordinance, which, among other things, amends the Sauk Village Municipal Code (the "Village Code") and authorizes the approval and adoption of a fair housing plan (the "Fair Housing Plan"), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, it is a violation of Chapter 96 of the Village Code for any real estate agent, realtor or any person who operates or manages a multi-unit building within the Village to deny housing to any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, parental status, sexual orientation, source of income, military discharge status, gender identity, retaliation, housing status, aiding/abetting and willful interference; and

WHEREAS, the Village does not discriminate against any person in the price, terms, effective marketing plans, conditions or privileges related to the sale or rental of any dwelling, or in the providing of facilities, repairs, improvements or services in connection with such sale or rental of any dwelling; and

WHEREAS, the Village does not discriminate against any person by refusing to sell or rent, negotiate for the sale or rental of or withdraw from the market or otherwise make unavailable, any dwelling due to limited proficiency of the English language; and

WHEREAS, the Village does not discriminate against any person by making false representations or by withholding material information with respect to the

inspection, sale or rental of any dwelling including, but not limited to, representing to any person that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, available; and

WHEREAS, the Village does not discriminate against any person in connection with borrowing or lending money, guaranteeing loans, accepting a deed of trust or mortgagee or otherwise obtaining or making available funds for the purchase, construction, improvement, repair or maintenance of any dwelling; or discriminate by delaying the processing of or by denying such loan or other financial assistance; or discriminate in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance; and

WHEREAS, the Village does not discriminate against any person in appraising the value of any dwelling in connection with the sale or rental of such dwelling; and

WHEREAS, no person shall solicit any owner or occupant of a dwelling to sell or rent, or list for sale or rental, such dwelling at any time after such owner or occupant has notified the President or appropriate Village department that such person does not desire to be solicited; and

WHEREAS, the Village will undertake activities to promote fair housing in its community, such as holding seminars, speaker bureaus with invitations to banks and lending institutions, local and/or regional realtor associations, appraisal associations and festivals and/or issuing brochures or newsletters; and

WHEREAS, the Sauk Village Fair Housing Review Board, as set forth in Section 96.08 of the Village Code, aids in the conciliation of resolving complaints relative to discriminatory fair housing practices; and

WHEREAS, the Village hereby declares the aforementioned recitals to be lawful and in compliance with the fair housing practices of any real estate agent, appraisal service, lending institution, private owner or other persons to whom any provision of Chapter 96 or other applicable provisions of the Village Code or state or federal law apply; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the residents of the Village to amend the Village Code to provide that it is against the policy of the Village to discriminate against any class deemed a protected class by the Cook County Commission on Human Rights; and

WHEREAS, the Corporate Authorities have also determined that it is in the best interests of the Village to approve and adopt the Fair Housing Plan, which may be amended by the President or his designee, in accordance with the direction of the Corporate Authorities, to ensure compliance with the Community Development Block Grant ("CDBG") Program administered by Cook County.

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: That Section 96.02 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

It is declared to be the public policy of the ~~v~~Village to promote fair housing ~~and~~, assure freedom from discrimination and the effects of discrimination on account of race, color, religion, ~~ered~~, ancestry, national origin, age, sex (including sexual harassment), marital status, parental status, sexual orientation, source of income, military discharge status, gender identity, housing status, retaliation, aiding/abetting, willful interference or disability-physical or mental handicap, and to secure its residents citizens the economic, social and professional benefits of living in a diverse, and integrated society.

SECTION 3: That Section 96.05 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning, and any term not defined herein shall have the same meaning ascribed to such term as set forth in the Cook County Human Rights Ordinance, unless the context clearly indicates or requires a different meaning:

SECTION 4: That Section 96.06 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

(A) It shall be unlawful:

- (5) For profit, to induce or attempt to induce any person to sell or rent or to not sell or not rent any dwelling by representations regarding the entry or prospective entry into the neighborhood or the community of a person or persons ~~of a particular~~ based on the person's or persons' race, color, religion, sex, age, marital status, ancestry, parental status, sexual orientation, source of income, military discharge status, gender identity, housing status,

retaliation, aiding/abetting, willful interference, disability-physical or mental handicap, or national origin.

(B) *Exceptions.*

- (1) Nothing in this chapter shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such person, unless membership in such religion is restricted on account of race, color, national origin, age, sex, marital status, ancestry, parental status, sexual orientation, source of income, military discharge status, gender identity, housing status, retaliation, aiding/abetting, willful interference or disability-physical or mental handicap.

SECTION 5: That Section 96.10 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

- (L) If the ~~h~~Board determines that the respondent has not violated the provisions section 96.15 of this chapter the complaint shall be dismissed.
- (M) If the ~~h~~Board determines that the respondent has violated the provisions section 96.15 of this chapter, it may order whatever relief it deems appropriate, including such fines and penalties, as provided for in this chapter, injunctive relief, compensatory and/or punitive damages, and an award of attorneys' fees for an the complainant.

SECTION 6: That Section 96.99 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

- (A) Any person found to have violated any provision of ~~section 96.15~~ of this chapter shall be subject to a fine of not less than twenty-five and no/100 U.S. dollars (\$25.00) ~~\$250.00~~ nor more than five hundred and no/100 U.S. dollars (\$500.00) for each violation in addition to other penalties or relief which may be provided for herein. A violation of any provision of this chapter section 96.15 shall constitute a separate offense for each day such violation continues.

~~(B) Solicitation violations.~~

- ~~(1) Any person who solicits or attempts to solicit, any owner or occupant of a dwelling to sell or rent such dwelling, or list such~~

~~dwelling for sale or rental, when the owner or occupant appears on the list of persons not desiring solicitation or has been notified in writing that the owner or occupant does not desire to be solicited, shall be in violation of section 96.12(B) and shall be subject to a fine of not less than \$25.00 nor more \$500.00 for each violation. Each solicitation of an owner or tenant which violates this section shall be deemed a separate violation.~~

~~(2) Any person who fails to file a notice to intent to solicit or who engages or attempts to engage in solicitation at a time or in a place or manner different from that set forth in the notice of intent to solicit shall be in violation of section 96.12 and shall be subject to a fine of not less than \$25.00 nor more than \$500.00 for each violation. Each solicitation of an owner or tenant which violates the provisions of this section shall be deemed a separate violation.~~

~~(C) Any owner, or agent hired by an owner, violating any provision of section 96.13 may be fined not less than \$25.00 or more than \$500.00 for each offense. A violation of any provision of this section shall constitute a separate offense for each day such violation continues.~~

SECTION 7: The Village Board hereby approves and adopts the Fair Housing Plan, with such insertions, omissions and changes as shall be approved by the President and the Village Attorney, made in accordance with the direction of the Corporate Authorities. The Village Board authorizes the President or his designee to amend the Fair Housing Plan as necessary from time to time to ensure that the Fair Housing Plan complies with the CDBG Program administered by Cook County. The Village Board further authorizes the President or his designee to execute any and all documentation and take any further steps necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that 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.

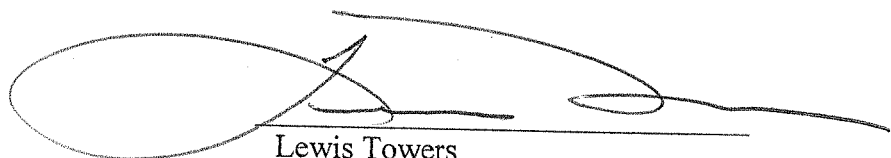
SECTION 8: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BURGESS, BENSON, HANKS, MYERS, WILLIAMS

NAYS: NONE

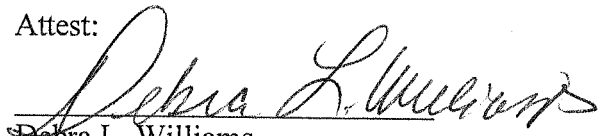
ABSENT: NONE

PASSED AND APPROVED THIS 22nd day of September, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 38 entitled:

A ORDINANCE FOR FAIR HOUSING FOR THE VILLAGE OF SAUK VILLAGE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on September 22, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on September 22, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of September , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 39

AN ORDINANCE GRANTING A LAND USE VARIANCE TO
22243 CHAPPEL AVENUE

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

ORDINANCE NO. 09-39

**AN ORDINANCE GRANTING A LAND USE
VARIANCE TO 22243 CHAPPEL AVEUNE**

**Published in pamphlet form
by the authority of the President
and the Board of Trustees of the
Village of Sauk Village**

Date of Publication: October 13, 2009

ORDINANCE NO. 09-39

**AN ORDINANCE GRANTING A LAND USE
VARIANCE TO 22243 CHAPPEL AVENUE**

WHEREAS, the property located at 22243 Chappel Avenue, Sauk Village, Illinois (the "Subject Property") is located in an area zoned R-1 (the "R-1 District"); and

WHEREAS, Vance and Phyllis Persons (the "Applicants") submitted a request to the Village of Sauk Village (the "Village") to construct an asphalt driveway, lined with concrete pavers, on the Subject Property that is twenty-two (22) feet wide at the garage end, thirty-eight and one-half (38.5) feet long and narrowing to twenty (20) feet wide at the sidewalk end; and

WHEREAS, constructing a driveway that is wider than the garage to which it provides access would not be permitted without a land use variance; and

WHEREAS, to meet the requirements of the Village's Unified Development Code (the "Code"), a land use variance must be granted by the Board of Trustees of the Village (the "Village Board"); and

WHEREAS, in accordance with all applicable public notice requirements contained in the Code, on or about September 14, 2009, the Village's Zoning Board of Appeals/Plan Commission (the "ZBA") met, convened and conducted a public hearing; and

WHEREAS, at said public hearing the ZBA considered the Applicants' request for a land use variance, found that the request met the Standards for Issuance of a Variance contained in Section 4.2(D) of the Code; and

WHEREAS, the ZBA made a recommendation that the land use variance be granted (attached hereto and incorporated herein as Exhibit A are findings of fact made by the ZBA relative to the Subject Property); and

WHEREAS, pursuant to Section 4.2(C)(3), Village Board shall consider a variation application within thirty (30) days after receiving the recommendation of the ZBA, and the Board may approve, approve with conditions or deny the application for variations, and may also refer the matter back to the ZBA for further consideration; and

WHEREAS, a majority of the Board finds that the land use variance sought by the Applicants meets the requirements set forth in Section 4.2(D) of the Code; and

WHEREAS, it is therefore in the Village's best interests to approve the land use variation requested by the Applicants, subject to Sections 2 and 3 of this Ordinance as set forth below;

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

SECTION 1: The statements set forth in the preambles to this Ordinance are true and correct and are adopted as a part of this Ordinance.

SECTION 2: The findings of fact and recommendation of the ZBA are hereby adopted and due to the hardship that the Applicants would suffer without the land use variance, the Village Board grants the zoning relief to the Subject Property.

SECTION 3: The land use variance granted hereunder is subject to the restrictions that were specified by the ZBA. The land use variance shall terminate if the Applicants deviate at all from the plans submitted to the Village. If the Applicants find that deviation from the submitted plans is necessary, new plans reflecting such deviations must be resubmitted to the ZBA and the Village Board for approval.

SECTION 4: 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.

SECTION 5: This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 39 entitled:

AN ORDINANCE APPROVING GRANTING A LAND USE VARIANCE TO 22243 CHAPPEL AVENUE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

AYES: Anderson, Hanks, Burgess, Myers, Williams

NAYS: None


ABSENT: Benson

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

Date of Passage:

Date of Publication:

EXHIBIT A

**FINDINGS OF FACT AND RECOMMENDATION
OF THE ZONING BOARD OF APPEALS/PLAN COMMISSION**

RE: 22243 Chappel Avenue, Sauk Village, Illinois 60411 (the "Subject Property")

GRANT OF A LAND USE VARIANCE

On or about September 14, 2009, the Village of Sauk Village Zoning Board of Appeals/Plan Commission recommended granting a land use variance to construct an asphalt driveway on the Subject Property, based on the following:

1. The Subject Property is located in an area zoned R-1;
2. Vance and Phyllis Persons (the "Applicants") submitted a request to the Village of Sauk Village (the "Village") seeking a land use variance to construct an asphalt driveway, lined with concrete pavers, which is twenty-two (22) feet wide at the garage end, thirty-eight and one-half (38.5) feet long and narrowing to twenty (20) feet wide at the sidewalk end, on the Subject Property;
3. In accordance with the Illinois Compiled Statutes and the Village's Unified Development Code (the "Code"), notice of the hearing regarding the Applicants' requested zoning relief was published in one or more newspapers published in the Village;
4. The Applicants provided credible evidence showing that: (a) carrying out the strict letter of the provisions of the Code would create a practical difficulty or particular hardship; (b) the Subject Property is exceptional, as compared to other properties subject to the same provisions, by means of a unique physical condition; (c) the aforementioned physical condition is not the result of any action or inaction of the property owner or his/her predecessors in title, and it existed at the time of enactment of the provisions from which a variation was sought, was created by natural forces or was the result of government action; (d) the carrying out of the strict letter provisions from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of the other properties subject to the same provisions; (e) the alleged hardship or difficulty is neither merely the inability of the owner or occupants to enjoy some special privilege or additional right not available to owners or occupants of other lots or properties subject to the same provisions, nor merely the inability of the owner to gain a greater financial return from the use of the Subject Property; (f) the land use variation would not result in a use of development of the Subject Property that would not be in harmony with the general and specific provisions of the Code, including the provision from which a variation is sought, or the general purpose and intent of the Comprehensive Plan of the Village; (g) there is no means other than granting the requested variation by

which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property; and (h) the requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Code.

CONCLUSION

The Applicants showed that the requested land use relief would comply with the requirements set forth in the Code. The Applicants provided evidence showing that the request met the Standards for Issuance of a Variance contained in Section 4.2(D) of the Code. Based on the foregoing, the ZBA recommends granting a special use permit to operate a used car sales lot at the Subject Property.

Chuck Thompson, Chairman

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 40

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE
OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09-40

**AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY
DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST
BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) the corporate authorities of a municipality may borrow money from any bank or other financial institution provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, on August 26, 2008, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed Ordinance No. 08-51, titled "*An Ordinance Establishing a Line of Credit with First Midwest Bank*" ("Ordinance 08-51"); and

WHEREAS, Ordinance 08-51 authorized the Village to establish a line of credit (the "Line") in the principal amount of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) with First Midwest Bank (the "Bank") and, in furtherance of establishing and borrowing against the Line, authorized the Village to execute certain documents including, but not limited to, the promissory note (the "Note"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Note as revised bears a maturity date of January 31, 2010; and

WHEREAS, as of the Note's maturity date, the Village does not expect to have sufficient funds on hand to repay the outstanding balance of \$200,000 on the Line; and

WHEREAS, the Bank expressed its intent to extend the maturity date of the Note upon the Village's passage and submittal of this Ordinance; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village to extend the maturity date of the Note until January 31, 2010;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to extend the Note's maturity date to January 31, 2010. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that 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.

SECTION 3: As of the date of passage of this Ordinance, the outstanding balance on the Line is \$200,000.

SECTION 4: 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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.


#####

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

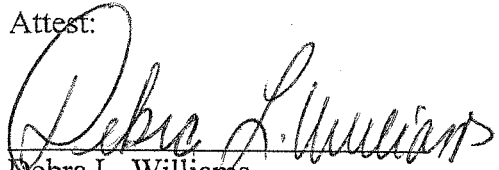
NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

EXHIBIT A



First Midwest

First Midwest Bank
17500 South Oak Park Avenue
Tinley Park, Illinois 60477
(708) 532-FAST

3278

June 24, 2009

Village of Sauk Village
21701 Torrence
Sauk Village, IL 60411

The last renewal of the \$200,000 note did not increase the principal amount. The loan was a renewal of the original loan that was dated 9/12/2008. The new renewal is to extend the maturity date from 4/30/09 to 10/31/09.

If you have any questions please feel free to contact me at 708-614-5544.

Sincerely,

Ronald Buchler
Assistant Vice President



Member FDIC

BILL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: VILLAGE OF SAUK VILLAGE
21701 TORRENCE
SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

This BILL is attached to and by this reference is made a part of the Disbursement Request and Authorization, dated April 30, 2009, and executed in connection with a loan or other financial accommodations between FIRST MIDWEST BANK and VILLAGE OF SAUK VILLAGE.

Documentation Fee - ~~\$300.00~~ *WAVE*

Loan Fee - \$ _____

Points - \$ _____

Check Attached _____

Debit Account # _____

Pay From Loan Proceeds _____

Cost Center ___ 31200 ___

New __XX__

Renewal _____

Change in Terms _____

LENDER:

FIRST MIDWEST BANK

By: 
Authorized Officer

THIS BILL IS EXECUTED ON APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By: 
LEWIS TOWERS, MAYOR of VILLAGE OF SAUK
VILLAGE

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: VILLAGE OF SAUK VILLAGE
21701 TORRENCE
SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

LOAN TYPE. This is a Fixed Rate (4.820%) Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$200,000.00 due on October 31, 2009.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
 Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: WORKING CAPITAL.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$200,000.00 as follows:

Undisbursed Funds:	\$200,000.00
Note Principal:	\$200,000.00


CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$300.00 WAIVE
\$300.00 DOCUMENTATION FEE	
Total Charges Paid in Cash:	\$300.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By: 
LEWIS TOWERS, MAYOR of VILLAGE OF SAUK VILLAGE

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 40 entitled:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THEMATURITY DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 41

AN ORDINANCE AUTHORIZING THE APPLICATION FOR A SHORT-TERM
LOAN THROUGH THE ILLINOIS FUNDS SHORT-TERM LOAN PROGRAM FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 41

**AN ORDINANCE AUTHORIZING THE APPLICATION FOR A SHORT-TERM
LOAN THROUGH THE ILLINOIS FUNDS SHORT-TERM LOAN PROGRAM
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the financial stability of the Village; and

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) the corporate authorities of a municipality may borrow money from any bank or other financial institution provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, in order to guarantee that the Village will be able to meet its financial obligations, the Corporate Authorities recognize the need for the Village to obtain funding from a variety of sources; and

WHEREAS, the Illinois General Assembly created the first local government investment pool in 1975 so communities could invest their money together and earn greater returns ("Illinois Funds"); and

WHEREAS, the Village is an Illinois Funds participant; and

WHEREAS, the Illinois State Treasurer's Office offers short-term, low-cost loans to Illinois Funds participants (the "Short-term Loan Program"); and

WHEREAS, through the Short-term Loan Program, loan funds will be provided by a local financial institution; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to apply for a loan through the Short-term Loan Program (the "Loan") in an amount and with the terms as

outlined on the Short-term Loan Program Application (the "Application"), attached hereto and incorporated herein as Exhibit A;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to submit the Application for the Loan in accordance with its terms, or any modification thereof, after the review and approval of the Application by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Application, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Application and any other documentation that 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.

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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

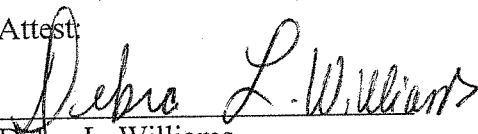
NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest


Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 41 entitled:

AN ORDINANCE AUTHORIZING THE APPLICATION FOR A SHORT-TERM LOAN THROUGH THE ILLINOIS FUNDS SHORT-TERM LOAN PROGRAM FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 42

AN ORDINANCE ADOPTING A POLICY FOR LIQUOR AND TOBACCO
ENFORCEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

SECTION 2: The Village Board hereby adopts the Policy in accordance with its terms, or any modification thereof, after the review and approval of the Policy by the Village Board. The Village Board authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance in accordance with the direction of the Village Board. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that 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.

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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

EXHIBIT A

DRAFT

official notification that the police department will be conducting compliance checks within 60 calendar days.

4. Operations may also be conducted with the approval of the Chief of Police in response to documented citizen complaints of underage purchases. The Tactical Sergeant shall explain the reasons for this special operation in writing to the Chief of Police.
5. The Tactical Sergeant will assist in obtaining the special agent to be utilized for the operations. Special agents will be approved prior to the operation date by the Chief of Police or his designee.
 - a. A photocopy of the special agent's current State Driver's License or State I.D. card shall be furnished to the SO and photocopied prior to the operation.
 - b. Tobacco special agents will be from 15 to 17 years of age. Liquor special agents will be from 18 to 20 years of age.
 - c. All Special Agents should be of good character. They will have no record of Liquor or Tobacco related violations, nor will they have made any prior attempts to unlawfully purchase liquor or tobacco products.
 - d. Special Agents should have the appearance, demeanor and mannerisms appropriate to their age.
 - e. Special Agents will dress appropriate for their age group to include current fashion trends.
 - f. Special Agents under the age of 18 will have a parent complete a Parental Consent Form (attachment A) prior to the operation.
 - g. Special Agents over the age of 18 will complete a Special Agent Consent Form (attachment B) prior to the operation.
 - h. Special Agents will be available for testimony at all hearings and field court proceedings at the request of the Village Prosecutor. If possible, the same clothing will be worn for these proceedings as was worn during the operation.
 - i. A briefing will be held prior to the operation by the Tactical Sergeant or the SO.
 - j. The SO will approve the special agent's appearance and will photograph the special agent. The special agent's appearance will not deviate from that point.
 - k. The SO will verify the special agent has proper official identification showing his/her true date of birth. This will be the only identification carried or presented throughout the course of the operation.
 - l. The Special Agent will be instructed/advised:
 - To go directly to the targeted merchandise and then directly to the check-out;

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C. Completed Transactions

1. Tobacco Dealers

- a. If the transaction occurs, the special agent will exit the establishment and immediately turn the purchased item over to the SO, along with any receipts.
- b. The special agent should be able to identify the seller.
- c. The SO will re-enter the establishment and identify himself, ask to see the on-duty manager, explain the circumstances and answer any questions pertaining to the transaction. The SO will honor a request to view the special agent on scene.
- d. The SO will then issue a citation for unlawful delivery of tobacco to a minor to the clerk/seller.
- e. The tobacco items will be preserved per the procedures governing evidence preservation.

2. Package Liquor Dealers

- a. If the transaction occurs, the special agent will exit the store and immediately turn the purchased item over to the SO, along with any receipts.
- b. The special agent should be able to identify the seller.
- c. The SO will re-enter the establishment and identify himself, ask to see the on-duty manager and explain the circumstances as well as answer any questions pertaining to the transaction. The SO will honor a request to view the special agent on scene.
- d. The SO will issue a citation for the unlawful delivery/sale of alcohol to a minor to the clerk/seller.
- e. The alcoholic beverage will be preserved per the procedures governing evidence preservation.

3. Restaurants and Bars

- a. When served the special agent will not consume any alcoholic beverage.
- b. If the drink appears to be alcoholic, the special agent shall signal the SO. The SO will verify the alcoholic content.
- c. The special agent should be able to identify the seller.
- d. The SO will identify himself and ask to see the on-duty manager. The SO will explain the circumstances, with the special agent present, and answer any questions pertaining to the transaction.
- e. The SO will issue a citation for unlawful delivery of alcohol to a minor to the seller/clerk.

DRAFT

5. Observers requesting information concerning police department procedures or operations, including the one described in this general order, will be directed to the Chief of Police.

V. CONFLICTING ORDERS:

All previous orders and procedures in conflict with this general order are, to the extent of such conflict, hereby rescinded.

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 43

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE , MCKENNA
AND ASSOCIATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 43

**AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA
AND ASSOCIATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to stimulating redevelopment within the Village, encouraging municipal revitalization, eliminating blight and increasing economic activity within the Village; and

WHEREAS, the Village recognizes the need for a third party consultant to analyze and assist the Village on economic development and financial matters including, but not limited to, tax increment financing, related economic development programs and financing considerations pertaining to the redevelopment and/or improvement of certain properties located in the Village (the "Services"); and

WHEREAS, Kane, McKenna and Associates, Inc. has provided the Corporate Authorities with an agreement for the Services (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve 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 review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

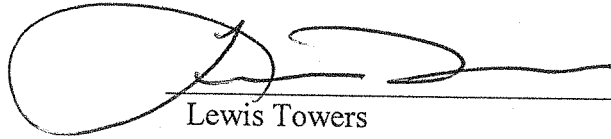
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009


Lewis Towers
Village Mayor

Attest:

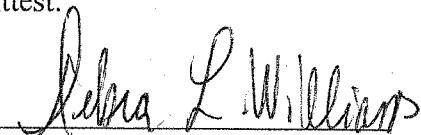

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 43 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA AND ASSOCIATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 44

AN ORDINANCE APPROVING AN ADMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 44

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the financial stability of the Village; and

WHEREAS, pursuant to Section 1-1-2 of the Illinois Municipal Code (65 ILCS 5/1-1-2) the corporate authorities of a municipality may establish by ordinance the dates of its fiscal year; and

WHEREAS, the Village's next fiscal year is scheduled to begin on May 1, 2010 and end on April 30, 2011; and

WHEREAS, in order to ease the time constraints and reduce the burden on newly elected administrations of passing an appropriation ordinance, the Corporate Authorities find that it is in the best interests of the Village and its residents to change the dates of the next fiscal year such that it will begin on November 1, 2009 and end on October 31, 2010; and

WHEREAS, the Village shall pass an appropriation ordinance for the fiscal year beginning November 1, 2009 before December 1, 2009; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to amend Section 30.01 of the Sauk Village Municipal Code (the "Village Code") to change the dates upon which the fiscal year will begin and end;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth

herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: That Section 30.01 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

The fiscal year for the ~~v~~Village shall begin on ~~November~~May 1 of each year and end on ~~October~~April 30 of the following year.

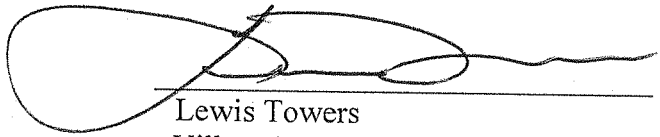
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, HANKS, BURGESS, MYERS, WILLIAMS

NAYS: NONE

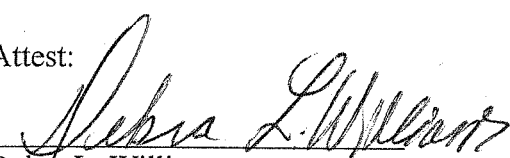
ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 44 entitled:

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 45

AN ORDINANCE APPROVING AN AGREEMENT WITH
ALAN G. STOFFREGEN FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 45

**AN ORDINANCE APPROVING AN AGREEMENT WITH ALAN G.
STOFFREGEN FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the safety of its residents; and

WHEREAS, the Village recognizes the need for a person to serve as the officer in command of the Village Fire Department (the "Fire Chief") and perform all duties and functions in accordance with Section 34.21 of the Sauk Village Municipal Code (the "Village Code") (the "Services"); and

WHEREAS, Alan G. Stoffregen ("Stoffregen") has provided the Corporate Authorities with an agreement for the Services (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Stoffregen wishes to serve as the Fire Chief pursuant to the terms of the Agreement and the Village wishes to retain Stoffregen to serve as the Fire Chief pursuant to the terms of the Agreement; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve 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 review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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. Nothing herein limits, alters, amends or modifies the provisions of Section 34.21 of the Village Code. In the event of a conflict between this Ordinance and Section 34.21 of the Village Code, Section 34.21 of the Village Code rules, governs and prevails. Pursuant to the authority granted the Village by Section 10-2-1.4 of the Illinois Municipal Code, Village Code Section 34.21 shall govern the removal or discharge of the Fire Chief prior to the expiration of the Agreement.

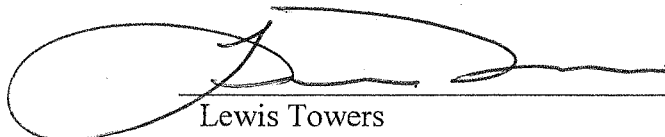
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

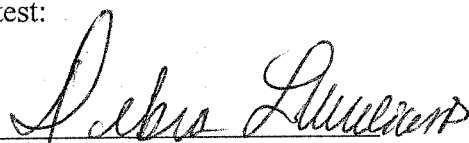
ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 45 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH ALAN G. STOFFREGEN FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

*THE VILLAGE OF SAUK VILLAGE, ILLINOIS
EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and effective as of this 13th day of October 2009 (the "Effective Date"), by and between the Village of Sauk Village, Illinois, an Illinois municipal corporation (the "Village"), and Alan G. Stoffregen, an individual residing in Illinois ("Employee"), (collectively, the Village and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Chief of the Fire Department of the Village (the "Fire Chief"); and

WHEREAS, Employee possesses knowledge and experience in fire fighting, fire prevention, management of a fire department and the policies, procedures and methods thereof along with other knowledge and experience deemed valuable by the Corporate Authorities (as defined below); and

WHEREAS, the Board of Trustees of the Village and the Mayor, who is also the President of the Board of Trustees, (the "Board" and with the President the "Corporate Authorities") have determined that it is in the best interests of the Village to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, the Village desires to employ Employee, Employee desires to be employed by the Village and the Parties desire to enter into this Agreement whereby Employee will serve as the Fire Chief; and

WHEREAS, the Village hereby agrees to employ Employee as the Fire Chief, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee shall perform the services and undertake the obligations of the Fire Chief, as described herein, and Employee shall receive the rights and the authority of the Fire Chief, as described herein; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the President and/or his designee; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall be employed as the Fire Chief of the Village.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by the person employed as the Fire Chief, in accordance with the Sauk Village Municipal Code (the "Village Code"), incorporated herein by this reference, and as governed by the Sauk Village Employee Manual (the "Employee Manual"), incorporated herein by this reference, as well as any applicable policies, procedures and past practices, as the same may be updated from time to time. Employee shall maintain such working hours as are necessary to carry out his duties including remaining accessible twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year to respond to emergency situations. Employee shall perform such other duties as are assigned to him by the President or his designee.
- 1.3 Best Efforts. Employee agrees that at all times he will faithfully, efficiently and to the best of his abilities and talents perform all of the duties that may be required of and from him, pursuant to the terms hereof and to the reasonable satisfaction of the President or his designee. Employee shall abide by all policies and decisions made by the Village, as well as all applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations. Employee shall act in the best interests of the Village at all times. Employee shall not engage in any work or business for Employee's own interest or for or on behalf of any other person, firm or corporation that competes, conflicts or interferes with the performance of Employee's duties hereunder. Employee agrees to devote his full-time, skill and attention to said employment during the term of this Agreement provided, however, that Employee may engage in non-competitive business or other activities so long as such activities do not interfere with Employee's responsibilities under this Agreement and Employee receives the prior written authorization of the President or his designee.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of the Village.

2. TERM. The term of Employee's employment shall commence on the 1st day of October 2009 (the "Commencement Date") and shall continue until the 30th day of April 2013 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement.

3. RESTRICTIVE COVENANTS. To the fullest extent of Employee's knowledge, Employee represents and warrants to the Village that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the Village or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the Village, its officials, elected and appointed, employees and agents for and against any liability the Village may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Employee shall receive the following as his total remuneration:
 - 4.1 Salary. For the period beginning on the 1st day of October 2009 and ending on, and inclusive of, the 30th day of April 2011, Employee shall receive a salary equivalent to an annual salary of fifty-seven thousand, six hundred and no/100 (\$57,600.00) U.S. dollars per year, paid in bi-weekly installments. For the period beginning on the 1st day of May 2011 and ending on, and inclusive of, the 30th day of April 2012, Employee shall receive an annual salary of sixty-one thousand, four hundred forty and no/100 (\$61,440.00) U.S. dollars, paid in bi-weekly installments. For the period beginning on the 1st day of May 2012 and ending on, and inclusive of, the 30th day of April 2013, Employee shall receive an annual salary of sixty-five thousand, two hundred eighty and no/100 (\$65,280.00) U.S. dollars, paid in bi-weekly installments.

 - 4.2 Use of Village Vehicle. Employee shall be provided a Village-owned vehicle (the "Vehicle") to be available to Employee on a full-time basis for use in carrying out Village business, including travel to professional functions, and for limited personal use within ten (10) miles of the Village's corporate limits. The Village shall maintain the Vehicle in good working order, including all commercially reasonable maintenance. Employee's use of the

Vehicle shall be in compliance with all State and local laws and the rules and regulations of the Village. Employee shall remain solely liable for any costs, fines and expenses incurred in connection with the Vehicle as a result of Employee's non-compliance with any applicable law including, without limitation parking and moving violations and property or other damage caused by Employee's reckless or negligent use of the Vehicle. Employee shall not allow any other person to drive the Vehicle without the prior written consent of the President and/or his designee.

- 4.3 Vacation. Employee shall receive fifteen (15) paid days per year for use as vacation time. Employee shall make written application to the Chief of Staff of the Village requesting a specific vacation day(s) and if, upon such appraisal, the Chief of Staff approves such request, she shall grant Employee written permission for such vacation day(s). Notwithstanding such permission, Employee shall remain accessible to the Village at all times and during his absence shall have a designee in command to carry out the functions of the Fire Chief.
- 4.4 Professional Membership Dues. Upon Employee's request, the Village shall either pay for, or reimburse Employee for his payment of, Employee's annual membership dues in the following: the International Association of Fire Chiefs, the Illinois Fire Chiefs' Association, the Illinois Firefighter's Association, the WILCO Fire Chiefs' Association, the National Fire Protection Association and, upon the approval of the President or his designee, such other fire service organizations as would provide benefit to Employee and the Village.
- 4.5 Seminars. Employee shall be reimbursed by the Village for registration fees and other reasonable expenses incurred for attendance at two (2) in-state and two (2) out-of-state fire-service related seminars per year. Employee shall apprise the Chief of Staff, in writing, of his intent to attend a fire-service related seminar as soon as is practicable in advance of the seminar, shall remain accessible to the Village at all times and during his absence shall have a designee in command to carry out the functions of the Fire Chief.
- 4.6 Fringe Benefits. Employee shall receive all such standard fringe benefits as are provided to all Village employees, other than those Village employees covered by a collective bargaining agreement, as provided for in the Employee Manual.

- 4.7 Insurance. Employee shall not receive any medical insurance or pension benefits from the Village. Employee has a retirement package, including pension benefits and medical insurance, provided by Ford Motor Company. The Village shall not reimburse or otherwise compensate Employee in the event that Employee's aforementioned retirement package or Social Security benefits are cancelled, reduced, modified or in any other manner affected, whether the same is caused by Employee's employment with the Village or any other reason.
- 4.8 Ratification by Ordinance. Notwithstanding any other provision of this Agreement, the Parties agree that the provisions of this Section 4 are subject to the annual ratification of the Village's appropriation ordinance. The Parties acknowledge that this Agreement is an exception to the prior appropriation requirement of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).
5. TERMINATION. This Agreement may be terminated by Employee upon thirty (30) days prior written notice to the Village. This Agreement may be terminated by the Village in accordance with the provisions of the Village Code including, without limitation Section 34.21.
6. RETURN OF THE VILLAGE'S PROPERTY. At any time upon the Village's request and/or upon the termination of Employee's employment with the Village, Employee shall immediately deliver to the Village all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property, including the Vehicle, owned by, belonging to or concerning any part of the Village's activities or concerning any part of Employee's activities relating to Employee's employment with the Village (collectively, the "Property"). The Property is acknowledged by Employee to be the Village's property, which is only entrusted to Employee on a temporary basis in his capacity as the Fire Chief.
7. EMPLOYEE MANUAL. The Parties agree that the Employee Manual shall govern with regard to any provision not specifically provided for by this Agreement.
- 7.1 JOB POSTING REQUIREMENT. The Corporate Authorities have determined that it is in the best interests of the Village to waive the five (5) day job posting requirement set forth by Article Three,

Section Two of the Employee Manual with regard to the Fire Chief position.

8. WAIVER. Employee intends to and does hereby waive any claim of a right to receive any medical insurance or pension benefits from the Village during his employment as the Fire Chief.
9. EMPLOYEE'S REPRESENTATIONS AND WARRANTIES. Employee represents and warrants to the Village that the statements and other representations made by Employee to the Village during the hiring and interview process including, without limitation any written materials submitted to the Village and statements made to the Village by Employee and Employee's references, are true and accurate. Employee shall defend, indemnify and hold harmless the Village, its officials, elected and appointed, employees and agents for and against any liability the Village may incur as the result of its reliance upon any of the aforementioned statements or other representations that are found to have been false or misleading.
10. NO REPRESENTATIONS AND WARRANTIES. The Village makes no representations or warranties with regard to the retirement package, including pension benefits and medical insurance, that Employee receives from any third-party source including, without limitation the existence or sufficiency of the same. The provisions of this Agreement shall not be affected by any loss or diminution of the same.
11. CONFIDENTIALITY. Employee agrees not to disclose or divulge any "Confidential Information" to any other person or entity, except during Employee's employment with the Village when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the Village's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his employment. Employee's obligations hereunder, with respect to Confidential Information, may extend beyond the term of this Agreement and shall terminate only when such information ceases to constitute Confidential Information, as defined above.
12. NOTICE. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon receipt as indicated by the written or electronic verification of delivery when delivered by certified mail, postage prepaid. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:

The Village of Sauk Village
Municipal Center
Attn: President
21801 Torrence Avenue
Sauk Village, IL 60411

If to Employee:

Alan G. Stoffregen

13. MISCELLANEOUS.

- 13.1 Preambles. The statements set forth in the preambles to this Agreement are true and correct and are adopted as part of this Agreement.
- 13.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 13.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 13.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the Village or authorized representatives thereof.

- 13.5 Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that is not expressly set forth in this Agreement.
- 13.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 13.7 No Conflict of Interest. During the term of Employee's employment with the Village and during any period that Employee is receiving payments from the Village, Employee must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the Village, as may be determined by the President, in his sole and absolute discretion. If the President believes such a conflict exists during the term of this Agreement, the President or his designee may ask Employee to choose to discontinue the other work or resign employment with the Village.
- 13.8 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 13.9 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 13.10 Assignment. This Agreement is personal in character and neither the Village nor Employee shall assign its or his interest in this

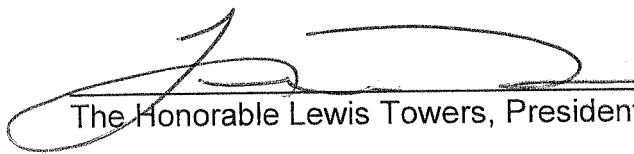
The Village of Sauk Village Employment Agreement

Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

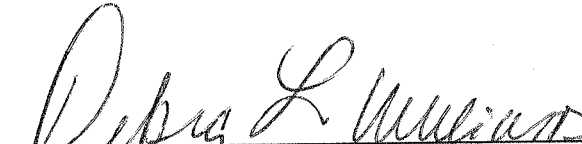
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

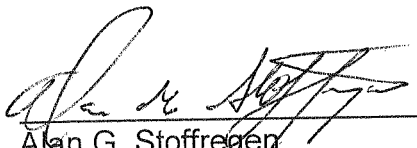
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 13 day of October, 2009.

Executed:


The Honorable Lewis Towers, President 10/13/09 Date

Attest:


The Honorable Debra Williams, Village Clerk Date
(SEAL)


Alan G. Stoffregen 10/13/09 Date

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 46

A ORDINANCE APPROVING AN AMENDMENT TO A LEASE WITH
UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 27TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 27TH day of October , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 46

**AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE WITH
UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1), any village that acquires or holds any real estate has the power to lease the real estate for any term not exceeding ninety-nine (99) years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the village; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that a certain portion of a Village-owned water tower (the "Water Tower") is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, previously, the Village entered into a lease with United States Cellular Operating Company of Chicago, LLC ("U.S. Cellular"), whereby the Village agreed to lease a portion of the Water Tower to U.S. Cellular for the placement and affixing of cellular antennas (the "Lease"); and

WHEREAS, U.S. Cellular desires to amend the Lease to expand the leased area to accommodate the installation of a generator; and

WHEREAS, U.S. Cellular has provided the Village with an amendment to the Lease (the "Lease Amendment"), attached hereto and incorporated herein as Exhibit A, which sets forth the general terms, covenants and conditions under which the Village will continue to lease a portion of the Water Tower to U.S. Cellular; and

WHEREAS, the terms of the Lease Amendment will increase the rent that the Village charges to U.S. Cellular; and

WHEREAS, based on the foregoing, the Corporate Authorities desire to enter into the Lease Amendment with U.S. Cellular, thereby providing additional revenue to

the Village from real estate that is not being used by or necessary for the Village; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to approve and execute the Lease Amendment; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Lease Amendment in accordance with its terms, or any modification thereof, after the review and approval of the Lease Amendment by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Lease Amendment, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Lease Amendment and any other documentation that 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.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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

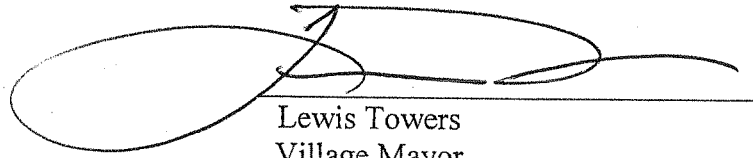
Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

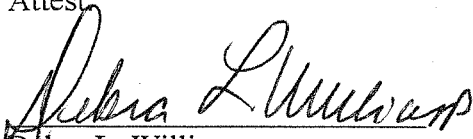
ABSENT: BENSON

PASSED AND APPROVED THIS 27 day of October, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 46 entitled:

AN ORDINANCE APPROVING AN AMENDMENT TO A LEASE WITH UNITED STATES CELLULAR OPERATING COMPANY OF CHICAGO, LLC FOR THE VILLAGE OF SUAK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 27, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 27, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

EXHIBIT A

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 47

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE
OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF MAY , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of May , 2009

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09-47

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE OF
A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK

WHEREAS, Section 8-1-3.1 of the Illinois Municipal Code, 65 ILCS 5/8-1-3.1, authorizes the Corporate Authorities of any municipality to borrow money from any bank or other financial institution provided such money shall be repaid within one (1) year from the time the money is borrowed; and

WHEREAS, on August 26, 2008, the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village") passed Ordinance No. 08-51, entitled *An Ordinance Establishing a Line of Credit with First Midwest Bank* ("Ord. 08-51"); and

WHEREAS,
in the principal an
authorized the Villa
note attached heret
furtherance of establ.

lish a line of credit (the "Line")
bank (the "Bank") and further
ut not limited to the promissory
by reference (the "Note"), in

WHEREAS,
April 30, 2009; and

2, 2009 and a maturity date of

WHEREAS,
hand to repay the out

oes not have sufficient funds on
ad

WHEREAS,
of the Note upon the

itent to extend the maturity date
ance; and

WHEREAS, ~~the Mayor and Board of Trustees of the Village of Sauk Village~~ the Village to take the actions set forth
below;

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

SECTION 1: The statements set forth in the preamble to this Ordinance are true and correct and are adopted as part of this Ordinance.

SECTION 2: The Village is authorized to extend the Note's maturity date to September 12, 2009. The Village's Mayor is authorized and directed to execute any documents necessary to effectuate the extension of the Note's maturity date as described herein. The Village Clerk is authorized and directed to attest to the Mayor's signature on any such documents, as necessary.

SECTION 3: As of the date of passage of this Ordinance, the outstanding balance on the Line is \$200,000.

SECTION 4: If any portion of this Ordinance is held to be invalid, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the extent possible.

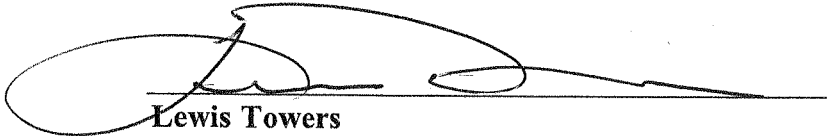
SECTION 5: All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication as provided by law.

AYES: ANDERSON, BURGESS, HANKS, WILLIAMS

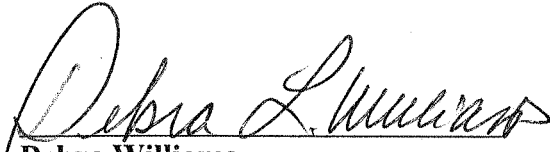
NAYS: BENSON, MYERS

ABSENT: NONE

PASSED AND APPROVED THIS 12TH DAY OF MAY, 2009.


Lewis Towers
Mayor

Attest:


Debra Williams
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Mayor and Board of Trustees of the Village. I do further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09-__, entitled:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK

This Ordinance was passed and approved by the Mayor and Board of Trustees of the Village on May 12, 2009. A true, correct and complete copy of said Ordinance was published in pamphlet form on May 12, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this _____ day of _____, 20__.

Debra Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 47 entitled:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 12, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on May 12, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of May , 2009.

Debra L. Williams
Village Clerk

(SEAL)

103



First Midwest Bank
17500 South Oak Park Avenue
Tinley Park, Illinois 60477
(708) 532-FAST

3278

June 24, 2009

Village of Sauk Village
21701 Torrence
Sauk Village, IL 60411

The last renewal of the \$200,000 note did not increase the principal amount. The loan was a renewal of the original loan that was dated 9/12/2008. The new renewal is to extend the maturity date from 4/30/09 to 10/31/09.

If you have any questions please feel free to contact me at 708-614-5544.

Sincerely,

A handwritten signature in black ink, appearing to be "Ronald Buchler", written over a horizontal line.

Ronald Buchler
Assistant Vice President



Member FDIC

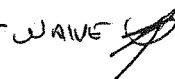
BILL

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: VILLAGE OF SAUK VILLAGE
21701 TORRENCE
SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

This BILL is attached to and by this reference is made a part of the Disbursement Request and Authorization, dated April 30, 2009, and executed in connection with a loan or other financial accommodations between FIRST MIDWEST BANK and VILLAGE OF SAUK VILLAGE.

Documentation Fee - ~~\$300.00~~ WAIVE 

Loan Fee - \$ _____

Points - \$ _____

Check Attached _____

Debit Account # _____

Pay From Loan Proceeds _____

Cost Center 31200 _____

New XX _____

Renewal _____

Change in Terms _____

LENDER:

FIRST MIDWEST BANK

By: 
Authorized Officer

THIS BILL IS EXECUTED ON APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By: 
LEWIS TOWERS, MAYOR of VILLAGE OF SAUK VILLAGE

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 40

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE
OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF OCTOBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of October , 2009

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: VILLAGE OF SAUK VILLAGE
21701 TORRENCE
SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

LOAN TYPE. This is a Fixed Rate (4.820%) Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$200,000.00 due on October 31, 2009.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: WORKING CAPITAL.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$200,000.00 as follows:

Undisbursed Funds:	\$200,000.00
Note Principal:	\$200,000.00


CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$300.00 WAVE
\$300.00 DOCUMENTATION FEE	
Total Charges Paid in Cash:	\$300.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By: 
LEWIS TOWERS, MAYOR of VILLAGE OF SAUK
VILLAGE

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09-40

**AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY
DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST
BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) the corporate authorities of a municipality may borrow money from any bank or other financial institution provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, on August 26, 2008, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed Ordinance No. 08-51, titled "*An Ordinance Establishing a Line of Credit with First Midwest Bank*" ("Ordinance 08-51"); and

WHEREAS, Ordinance 08-51 authorized the Village to establish a line of credit (the "Line") in the principal amount of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) with First Midwest Bank (the "Bank") and, in furtherance of establishing and borrowing against the Line, authorized the Village to execute certain documents including, but not limited to, the promissory note (the "Note"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Note as revised bears a maturity date of January 31, 2010; and

WHEREAS, as of the Note's maturity date, the Village does not expect to have sufficient funds on hand to repay the outstanding balance of \$200,000 on the Line; and

WHEREAS, the Bank expressed its intent to extend the maturity date of the Note upon the Village's passage and submittal of this Ordinance; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village to extend the maturity date of the Note until January 31, 2010;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to extend the Note's maturity date to January 31, 2010. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that 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.

SECTION 3: As of the date of passage of this Ordinance, the outstanding balance on the Line is \$200,000.

SECTION 4: 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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

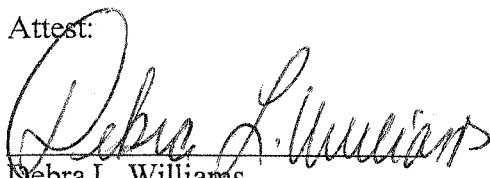
ABSENT: BENSON

PASSED AND APPROVED THIS 13th day of October, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A



First Midwest

First Midwest Bank
17500 South Oak Park Avenue
Tinley Park, Illinois 60477
(708) 532-FAST

3278

June 24, 2009

Village of Sauk Village
21701 Torrence
Sauk Village, IL 60411

The last renewal of the \$200,000 note did not increase the principal amount. The loan was a renewal of the original loan that was dated 9/12/2008. The new renewal is to extend the maturity date from 4/30/09 to 10/31/09.

If you have any questions please feel free to contact me at 708-614-5544.

Sincerely,

Ronald Buchler
Assistant Vice President



Member FDIC

BILL

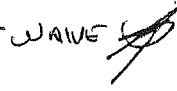
Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: VILLAGE OF SAUK VILLAGE
21701 TORRENCE
SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
TINLEY PARK MAIN
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

This BILL is attached to and by this reference is made a part of the Disbursement Request and Authorization, dated April 30, 2009, and executed in connection with a loan or other financial accommodations between FIRST MIDWEST BANK and VILLAGE OF SAUK VILLAGE.

Documentation Fee - ~~300.00~~ WAIVE 

Loan Fee - \$ _____

Points - \$ _____

Check Attached _____

Debit Account # _____

Pay From Loan Proceeds _____

Cost Center 31200 _____


New XX _____

Renewal _____

Change in Terms _____

LENDER:


FIRST MIDWEST BANK

By: 
Authorized Officer

THIS BILL IS EXECUTED ON APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By: 
LEWIS TOWERS, MAYOR of VILLAGE OF SAUK
VILLAGE

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$200,000.00	04-30-2009	10-31-2009	59604	ABA0 / AA	312022027	3435	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: VILLAGE OF SAUK VILLAGE
 21701 TORRENCE
 SAUK VILLAGE, IL 604110000

Lender: FIRST MIDWEST BANK
 TINLEY PARK MAIN
 ONE PIERCE PLACE
 SUITE 1500
 ITASCA, IL 60143

LOAN TYPE. This is a Fixed Rate (4.820%) Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$200,000.00 due on October 31, 2009.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business.

SPECIFIC PURPOSE. The specific purpose of this loan is: WORKING CAPITAL.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$200,000.00 as follows:

Undisbursed Funds:	\$200,000.00
Note Principal:	\$200,000.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$300.00 WAIVE
\$300.00 DOCUMENTATION FEE	
Total Charges Paid in Cash:	\$300.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED APRIL 30, 2009.

BORROWER:

VILLAGE OF SAUK VILLAGE

By:
 LEWIS TOWERS, MAYOR of VILLAGE OF SAUK VILLAGE

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 40 entitled:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THEMATURITY DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on October 13, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on October 13, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of October , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 48

A ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION OF
AGREEMENTS FOR THE PURCHASE OF A PUMPER FIRE TRUCK FOR THE VILLAGE
OF SAUK VILLAGE , ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 10TH DAY OF NOVEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 10TH day of November , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 48

**AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION OF
AGREEMENTS FOR THE PURCHASE OF A PUMPER FIRE TRUCK FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Sauk Village Fire Department (the "SVFD") protects the public by responding to fires and other emergencies; and

WHEREAS, to ensure that the SVFD can properly execute its duties, it is necessary for the SVFD to have functional fire trucks; and

WHEREAS, the Sauk Village Fire Chief determined that the SVFD was in need of a new fire truck; and

WHEREAS, previously, the Sauk Village Fire Chief requested that the Village acquire a pumper fire truck (the "Pumper") from Crimson Fire, Inc. ("Crimson") to perform essential government functions; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") deemed it advisable and necessary for the operation of the SVFD and the health, safety and welfare of the residents of the Village to purchase the Pumper; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Corporate Authorities have the express power to purchase or lease personal property for public purposes through contracts that provide for the consideration for such purchase or lease to be paid through installments to be made at stated intervals during a certain period of time, but, in no case, shall such contracts provide for the consideration to be paid during a period of time in excess of twenty (20) years; and

WHEREAS, based on the foregoing, the Village entered into a purchase agreement with Crimson (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, to finance the purchase of the Pumper, it is now necessary for the Village to pay for the Pumper in installments; and

WHEREAS, after the review and approval by the Village Board, the Corporate Authorities authorize the Village Attorney (the "Attorney") to negotiate, draft, approve and execute an addendum to the Agreement (the "Addendum"), a draft of which is attached hereto and incorporated herein as Exhibit B, which will allow the Village to pay for the Pumper in installments instead of with a lump sum payment; and

WHEREAS, after the review and approval by the Village Board, the Corporate Authorities also authorize the Attorney to negotiate, draft, approve and execute a lease agreement (the "Lease") in accordance with the terms set forth in the Tax Exempt Lease Quote, attached hereto and incorporated herein as Exhibit C, which Lease will set forth the terms under which Crimson will lease the Pumper to the Village until such time as the final payment is made and the Village owns the Pumper outright; and

WHEREAS, funds are currently available and have been or will be appropriated for any and all payments for the Pumper in accordance with the terms of the Lease; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village to take all steps necessary to finance the purchase of the Pumper in accordance with the terms of the Lease; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village and its residents to approve and execute the Addendum and the Lease; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee and the Attorney to negotiate, draft, approve and execute the Addendum and the Lease, after the review and approval of the Addendum and the Lease by the Village

Board. The Village Board authorizes and directs the President or his designee to execute the Addendum and the Lease, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Addendum, the Lease and any other documentation that 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.

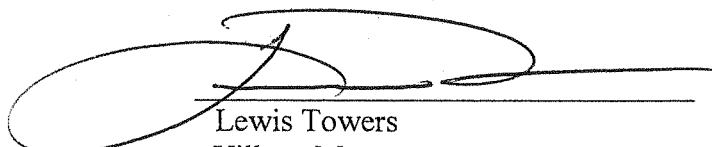
SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: ANDERSON, BENSON , MYERS

NAYS: BURGESS, WILLIAMS

ABSENT: HANKS

PASSED AND APPROVED THIS 10th DAY OF NOVEMBER 2009


Lewis Towers
Village Mayor

Attest:

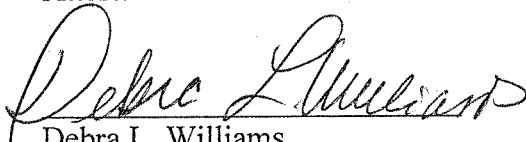

Debra L. Williams
Village Clerk

EXHIBIT A

EXHIBIT B

EXHIBIT C



CRIMSON FIRE
A Spartan Company

A Wholly Owned Subsidiary of Spartan Motors, Inc.
907 7TH AVENUE NORTH BRANDON, SD 57005-2003 (605) 582-4000
FAX (605) 582-4001

CONTRACT

THIS CONTRACT ("Contract") is made by and between Crimson Fire, Inc. ("Crimson Fire") and The Village of Sauk Village, 21801 Torrence Avenue, Sauk Village, IL 60411 ("Customer"). This Contract will not become binding upon Crimson Fire until it is executed by an officer of Crimson Fire, and the effective date of the Contract ("Effective Date") will be the date that the Crimson Fire officer executes the Contract. The parties hereby agree as follows:

(1) Subject to the terms of this Contract, Crimson Fire shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specifications and the Bid Proposal, the Original Specifications will prevail. The Bid Proposal and the Original Specifications are attached hereto as **Group Exhibit A** and are incorporated herein.

(2) This Contract for Apparatus and Equipment conforms to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Crimson Fire because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below.

(3) The Apparatus and Equipment shall be ready for delivery from Crimson Fire's factory, within 365 days after the Effective Date. **This delivery timeframe is contingent on completion of a pre-construction meeting and corresponding signed change order returned to the factory within 75 days after the Effective Date. All days exceeding 75 days will be added to the above mentioned delivery timeframe.** To meet the 75 day deadline, Crimson Fire commits to have all information necessary for the pre-construction meeting complete within 45 days after the Effective Date. Any further delays after the pre-construction meeting has been completed by the Customer in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Crimson Fire requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.

A \$ 200.00 per day penalty clause will be paid to the Customer if the Apparatus and Equipment is not completed within the above referenced delivery timeframe. Any modifications made to the Apparatus and Equipment after a signed pre-construction change order or any delays by Customer as noted above may extend the above quoted delivery timeframe as determined by Crimson Fire. The penalty clause will stop once the Apparatus and Equipment has shipped from Crimson Fire.

(4) A competent Crimson Fire service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any aspect of the Apparatus and Equipment, at no cost to the Customer.

(5) In exchange for the Apparatus and Equipment, Customer agrees to pay Crimson Fire the sum of \$451,406.00 ("Purchase Price"). Full payment of the Purchase Price shall be due upon Customer's acceptance of the Apparatus and Equipment, as described in Section 6. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Crimson Fire reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly, or will be added to the Purchase Price and paid by Crimson Fire. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Crimson Fire and hold Crimson Fire harmless from any such tax, interest or penalty which may at any time be assessed against Crimson Fire.

(6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Crimson Fire, completion of any discrepancy list, and shipment of Apparatus and Equipment from Crimson Fire's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Crimson Fire will not surrender to Customer the title to or the statement of origin for the Apparatus and Equipment or provide Customer with any other documentation regarding ownership of the Apparatus and Equipment until Crimson Fire has received full payment of the Purchase Price and taxes.

(7) Customer shall indemnify Crimson Fire against, and hold Crimson Fire, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus and Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Crimson Fire's breach of its obligations under this Contract.

(9) Crimson Fire warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications.

(10) Crimson Fire shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of Crimson Fire until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Crimson Fire may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Crimson Fire takes possession.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 48 entitled:

AN ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION OF AGREEMENTS FOR THE PURCHASE OF A PUMPER FIRE TRUCK FOR THE VILLAGE OF SAUK VILLAGE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on November 10, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on November 10, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 10th day of November , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 49

AN ORDINANCE AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 24TH DAY OF NOVEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 24TH day of November , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 49

**AN ORDINANCE AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act") authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to protecting the health of individuals working, visiting and residing in the Village; and

WHEREAS, the Corporate Authorities recognize the need for a third party to provide certain environmental health services (the "Services") to the Village; and

WHEREAS, the County of Cook, Illinois, through its Department of Public Health, (the "County") has provided the Village with an intergovernmental agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the County will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve 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 review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

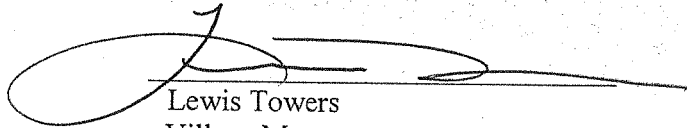
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 24th day of NOVEMBER, 2009


Lewis Towers
Village Mayor

Attest:

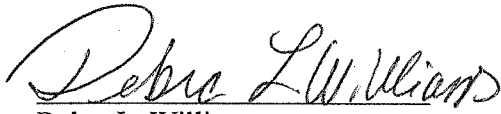

-Debra L. Williams
Village Clerk

EXHIBIT A

Cook County Department of Public Health

Cook County Health & Hospitals System

Todd H. Stroger • President
Cook County Board of Commissioners

Warren L. Batts • Chairman
Cook County Health & Hospitals System

Jorge Ramirez • Vice Chairman
Cook County Health & Hospitals System

William T. Foley • CEO
Cook County Health & Hospitals System



Health System Board Members

Dr. David A. Ansell
Commissioner Jerry Butler
David N. Carvalho
Quin R. Golden
Benn Greenspan
Sr. Sheila Lyne
Dr. Luis R. Muñoz
Heather E. O'Donnell
Andrea L. Zopp

1010 Lake Street, Suite 300
Oak Park, Illinois 60301

Telephone (708) 492-2000
TDD (708) 492-2002

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer

October 2, 2009

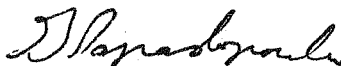
Mayor Roger G. Peckham
Village of Sauk Trail
21701 S. Torrence Avenue
Sauk Village, IL 60411

Dear Mayor Peckham:

Enclosed are two (2) original copies of the Intergovernmental Agreement for the Provision of Environmental Health Inspectional Services for the period of December 1, 2009 through November 30, 2010. **Both original copies of the agreement need to be signed where required and returned to me for final approval.** One of the fully executed original copies will then be returned to you for your official records.

Please note that there is again no increase in the inspection fee. However, all fee schedules are currently being reviewed and subject to change for next year. If you should have any questions or need any further information, please contact me at (708) 974-7107.

Sincerely yours,


George Papadopoulos, M.P.H.
Assistant Director
Environmental Health Services

Exp Backup
7118

cc - File

Enclosure

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2009 by and between the Village of Sauk Village, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

WHEREAS, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the **COUNTY** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

NOW THEREFORE, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
 - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
 - c. Provide the **VILLAGE** with reports of inspections undertaken;
 - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
 - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
 - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
 3. The **VILLAGE** agrees:
 - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
 - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
 - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
 4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
 5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$60.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2009 and shall continue through November 30, 2010 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Stephen A. Martin, Jr., Ph.D., M.P.H., Director, Cook County Department of Public Health, 1010 Lake Street, Suite 300, Oak Park, Illinois 60301; or the Mayor, Village of Sauk Village, 21701 South Torrence Avenue, Sauk Village, Illinois 60411.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

VILLAGE OF SAUK VILLAGE
a municipal corporation

By: _____

Mayor

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

By: _____

Dated

Director, Cook County
Department of Public Health

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 49 entitled:

AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on November 24, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on November 24, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 24th day of November , 2009.

Debra L. Williams
Village Clerk

(SEAL)



Memorandum of Understanding

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 50

AN ORDINANCE AUTHORIZING THE VILLAGE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF
COOK COUNTY, INC. (CEDA)

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 24TH DAY OF NOVEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 24TH day of November , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09- 50

**AN ORDINANCE AUTHORIZING THE VILLAGE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing low-income and middle-income families residing in the Village with services and economic opportunities that allow them to achieve self-sufficiency; and

WHEREAS, the Community and Economic Development Association of Cook County, Inc. ("CEDA") has provided the Village with a memorandum of understanding (the "MOU"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which CEDA will provide community services to the Village to assist Village residents with the aforementioned goals; and

WHEREAS, the community services shall include, without limitation, recruiting, assessing and providing free housing counseling to eligible individuals, providing direct client assistance to eligible individuals and providing informational literature to educate individuals, families and other organizations about CEDA's Comprehensive Housing Counseling Program; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve a memorandum of understanding with terms substantially the same as the terms of the MOU; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of

Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the MOU in accordance with its terms, or any modification thereof, after the review and approval of the MOU by the Village Board. The Village Board authorizes and directs the President or his designee to execute the MOU, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the MOU and any other documentation that 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.

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 portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said 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. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

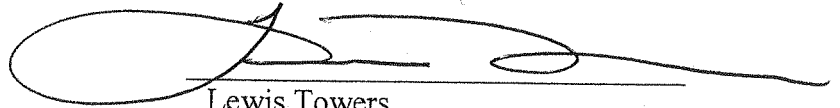
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE


ABSENT: NONE

PASSED AND APPROVED THIS 24th day of NOVEMBER, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 50 entitled:

AN ORDINANCE AUTHORIZING THE VILLAGE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on November 24, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on November 24, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 24th day of November , 2009.

Debra L. Williams
Village Clerk

(SEAL)



Memorandum of Understanding

The purpose of this agreement is to establish a formal written Collaboration between:

**Community and Economic Development Assn. of Cook County, Inc. (CEDA)
And**

Village of Sauk Village

CEDA agrees to:

- Recruit, assess and provide free housing counseling to eligible individuals.
- Provide direct client assistance to eligible individuals.
- Provide informational literature/pamphlets/brochures to educate individuals, families and other organizations about CEDA's Comprehensive Housing Counseling Program.
- Refer eligible clients to other CEDA services.
- Provide a Certificate of Insurance at CEDA's sole cost in the amount of 1,000,000.00 naming Village of Sauk Village as additional insured as an attachment to this MOU.

CEDA Collaborating Organization , Village of Sauk Village agrees to:

- Be supportive of CEDA and CEDA's Mission
- Provide space for the purpose of providing Housing Counseling to individuals and families between the hours of 9:00 a.m. and 5:00 p.m.

This memorandum of Understanding may be renewed annually (12 months from signature date). Either party may cancel this Memorandum of Understanding with 30 days written notice.

By: [Signature]
Mayor

Date: November 24, 2009

By: [Signature]
Village Clerk

Date: November 24, 2009

By: _____
Barbara D. Hyshaw
Director, Housing Services
Community and Economic Development Assn.
Of Cook County, Inc. (CEDA)

Date: _____

By: _____
Patricia Doherty Wilder, Executive Vice President
Community and Economic Development Assn.
Of Cook County, Inc. (CEDA)

Date: _____

By: _____
Robert Wharton , President/CEO
Community and Economic Development Assn.
Of Cook County, Inc. (CEDA)

Date: _____



Memorandum of Understanding

The Community and Economic Development Association of Cook County, Inc. (CEDA) is a comprehensive, private, not-for-profit Community Action Agency serving the diverse needs of low- to middle income residents throughout Cook County, Illinois since its inception in 1965. CEDA's mission throughout its operation is to assist families and communities with services and economic opportunities that allow them to achieve self-sufficiency. In support of this mission, CEDA operates a wide variety of programs designed to assist and equip eligible residents. These programs and services include: Community Nutrition Network Senior Programs, Early Head Start and Head Start services, Emergency Housing, Shelter and Food, Housing Counseling Programs, transitional and veterans housing, Workforce & Economic Development Programs under WIA, Work First and Food Stamp Programs under the Department of Human Services; Low Income Home Energy Assistance (LIHEAP); Women, Infants and Children (WIC); Teen Parent Services, family case management, Small Business Loans, Scholarships, computer literacy classes, Weatherization and Home Repair Services. These services are rendered in a "holistic" manner to assist participants in addressing issues that might pose barriers to their transition to self-sufficiency.

CEDA believes that to be effective, a program or service must be an integral part of the community it serves. Solutions to community issues are identified at the local level and people are best motivated at the local level when getting organized and staying involved. This methodology of operating is what makes CEDA unique. We believe that partnering and collaborating with other community organizations and residents allows us to be proactive when addressing systemic barriers; that once removed, broaden the service spectrum and promote a client's likelihood of attaining goals of acquiring and maintaining affordable housing. CEDA has been providing housing services to empower participants for over forty years.

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 51

AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND WILL,
STATE OF ILLINOIS, FOR THE 2009/2010 FISCAL YEAR

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 24TH DAY OF NOVEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 24TH day of November , 2009

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 51

AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND
WILL, STATE OF ILLINOIS, FOR THE 2009/2010 FISCAL YEAR

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 24th DAY OF NOVEMBER , 2009

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 24TH day of November , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 51

**AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK
AND WILL, STATE OF ILLINOIS, FOR THE 2009/2010 FISCAL YEAR**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Village is a municipality operating under the annual appropriation system pursuant to Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9); and

WHEREAS, Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9) requires a municipality with less than five hundred thousand (500,000) inhabitants to adopt and pass an ordinance appropriating such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality and which specifies the objects and purposes for which these appropriations are made and the amount appropriated for each object or purpose; and

WHEREAS, the annual appropriation for the 2009/2010 fiscal year ("FY 2009/2010") (or a formally prepared appropriation document upon which this Ordinance is based) has been and currently is conveniently available for public inspection in the office of the Chief of Staff, the office of the Village Treasurer, at the Village's customer services desk and at the Nancy L. McConathy Public Library as required by law; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have held all hearings and caused all notices and publications to be posted and published in accordance with the laws of the State of Illinois; and

WHEREAS, the Corporate Authorities have reviewed the annual appropriation ordinance for FY 2009/2010 (the "2009/2010 Annual Appropriation Ordinance") and have determined that said appropriations are in the best interests of the Village and the residents of the Village;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: There be and hereby is appropriated for corporate purposes of the Village for FY 2009/2010 the sum of Forty Four Million, Seven Hundred Sixteen Thousand, and Forty and No/100 U.S. Dollars (\$44,716,040.00). These amounts are deemed necessary to defray all necessary expenses and liabilities of the Village be and the same are hereby appropriated for the fiscal year. That the appropriation herein made for any purpose shall be regarded as the maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the Village and such appropriation being subject to further approval by the Corporate Authorities. Such appropriations are hereby made for the objects and purposes as set forth in Exhibit A.

That the Village Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form or in a newspaper published and of general circulation within the Village within thirty (30) days of its adoption. That the Village Clerk is further authorized and directed to file a certified copy of this Ordinance with the County Clerks within thirty (30) days of its adoption. The Chief Fiscal Officer of the Village is authorized and directed to certify to the County Clerks within thirty (30) days of adoption of this Ordinance that the Estimate of Revenues by Source is a true statement of said revenues. The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out, give effect to and consummate the intent of this Ordinance and shall take all actions necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with the terms and purpose of this Ordinance. Attached hereto and incorporated herein as Exhibit B is an Estimate of Revenues by Source anticipated to be received by the Village in the following fiscal year.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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. All cod

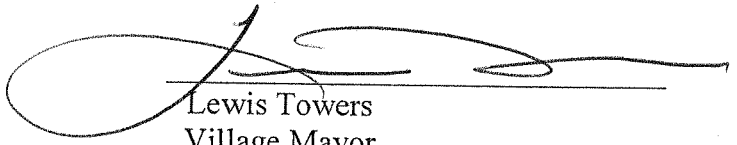
provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 24TH day of November , 2009


Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

EXHIBIT B

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

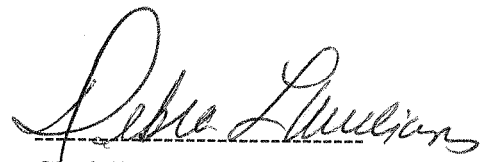
(SEAL)

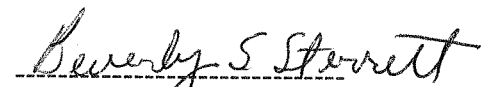
CERTIFIED ESTIMATE OF REVENUES BY SOURCE

The undersigned, being Clerk/Secretary and Chief Fiscal Officer of the Village of Sauk Village, Cook and Will Counties, Illinois, do hereby certify that the Estimate of Revenues by Source, anticipated to be received by said taxing district, attached hereto by a separate document, is a true statement of said estimate.

This certification is made and filed pursuant to the requirements of 35 ILCS 200/18-50 and on behalf of the Village of Sauk Village, Cook and Will Counties, Illinois. This certificate must be filed within thirty (30) days of the adoption of the annual appropriation ordinance.

Dated: Nov 24, 2009


Clerk/Secretary


Chief Fiscal Officer

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 51 entitled:

AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS, FOR THE 2009/2010 FISCAL YEAR

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on November 24, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on November 24, 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 24th day of November , 2009.

Debra L. Williams
Village Clerk

(SEAL)

**FISCAL YEAR CHANGE TO OCTOBER 31, 2010
 APPROPRIATION SUMMARY FISCAL 11/1/2009-10/31/2010**

GENERAL

Finance & Administration	1,391,660	
Mayor/Board/Village Clerk	193,790	
Public Grounds & Buildings	210,370	
Community Development	416,600	
Civil Defense	109,335	
Street Department	273,545	
Parks & Playgrounds	95,380	
Dispatch Center	527,910	
Municipal Audit	50,510	
Liability Insurance	517,500	
IMRF/Social Security	829,695	
Total General		4,616,295
Police Protection		3,828,400
Crossing Guard		16,100
Fire Protection		917,830
Foreign Fire Insurance		6,210
Ambulance Service		152,735
Unemployment Compensation Insurance		23,000
Motor Fuel Tax		542,460
Emergency Telephone System		196,450
Working Cash		727,950
Drug Seizure Fund		35,480
Water Fund		1,213,290
Sewer Fund		990,860
Utility Tax		512,710
C. D. B. G. Street Reconstruction		124,200
Municipal Building Complex		12,080
T.I.F. #1 Sauk Plaza		200,500
T.I.F. #2 Sauk Pointe		2,138,420
T.I.F. #3 LogistiCenter at Sauk Village		10,080,740
T.I.F. #4 Surrey Brook Plaza		343,760
Police Pension		5,761,000
Fire Pension		195,330
Debt Service		12,080,240
Total 2009-10 Appropriations		<u>\$ 44,716,040</u>

**APPROPRIATION
FISCAL YEAR NOV 1, 2009 TO OCT 31,2010**

		APPROPRIATION
		11/1/2009-
		10/31/2010
I.	General Fund	
	A	
	Finance & Administration	
	Employee Wages	\$ 253,790
	Fringe Benefits IMRF	34,710
	Fringe Benefits Other	43,410
	Office Supplies	8,630
	Computer Software Supplies	1,380
	Tools & Equipment	140
	Materials & Supplies	350
	Telephone	8,280
	Postage	6,210
	Postage-Vehicles Stickers	2,070
	Insurance	6,900
	Printing	2,760
	Equipment Repair & Maint	4,140
	Organization Bus Exp	830
	Professional Development	4,140
	Publications & Memberships	2,070
	Professional Services	255,300
	Computer Contractual Services	12,420
	Public Information	5,520
	Other Rents & Leases	690
	Contractual Serv	4,140
	Unpaid accounts-General	494,655
	Unpaid accounts-Fire	54,525
	Unpaid accounts-MFT	29,675
	Unpaid accounts-Water	90,450
	Unpaid accounts-Sewer	12,050
	Unpaid accounts-Utility Tax	46,525
	Unpaid accounts-TIF#1	19,700
	Unpaid accounts-TIF #2	20
	Unpaid accounts-TIF #4	18,775
	Refunds	140
	Contingency	17,065
		<hr/>
		\$ 1,441,460

APPROPRIATION
11/1/2009-
10/31/2010

I. **General Fund**

B

Mayor/Elected Board

Employee Wages	\$	106,950
Fringe Benefits		8,190
Telephone		6,900
Printing		280
Professional Development		15,180
Publications & Memberships		12,420
Public Information		20,700
Other Rents & Leases		350
Special Events		6,900
Economic Development Comm		690
Human Relations Commissions		1,040
Beautification Comm		690
Fire/Police Commission		20,700
Public Relations Committee		2,070
Housing Authority Commission		690
Zoning Board of Appeals		690
Senior Citizens Comm		1,100
Other Contractual Services		-
Total Elected Board	\$	205,540

I. **General Fund**

C

Public Grounds & Buildings

Employee Wages	\$	49,040
Overtime		2,070
Fringe Benefits IMRF		8,190
Fringe Benefits Other		13,510
Vehicle Expense		22,770
Uniforms & Clothing		1,660
Facility Maintenance Supplies		24,150
Operating Supplies		480
Computer Software Supplies		410
Tools & Equipment		1,380
Construction Supplies		5,520
Telephone		3,450
Equipment Repair & Maint		4,830
Vehicle Repair & Maintenance		1,380
Facility Maintenance Supplies		79,350
Professional Services		480
Other Rents & Leases		1,380
Contractual Serv		2,070
Total Public Grounds & Buildings	\$	222,120

		APPROPRIATION	
		11/1/09-	
		10/31/2010	
I.	General Fund		
	D		
	Community Development		
	Employee Wages	\$	289,120
	Overtime		280
	Fringe Benefits IMRF		46,850
	Fringe Benefits Other		66,950
	Office Supplies		1,040
	Vehicle Expense		9,660
	Uniforms & Clothing		1,380
	Operating Supplies		350
	Computer Software Supplies		140
	Tools & Equipment		350
	Materials & Supplies		140
	Telephone		4,140
	Postage		2,760
	Printing		2,760
	Vehicle Repair & Maint		3,450
	Organization Bus Exp		70
	Professional Development		3,450
	Publications & Memberships		550
	Professional Services		31,050
	Computer Contractual Services		1,730
	Intergovernmental Services		4,490
	Contractual Serv		12,420
	Refunds		690
		<u>\$</u>	<u>483,820</u>

APPROPRIATION

11/1/09-

10/31/2010

I. General Fund

E

Civil Defense

Part time Wages	\$	82,800
Fringe Benefits - IMRF		6,340
Office Supplies		970
Vehicle Expense		8,280
Uniforms and Clothing		2,070
Facility Maintenance Supplies		350
Operating Supplies		1,380
Computer Software Supplies		350
Tools and Equipment		280
Other Materials and Supplies		280
Telephone		3,450
Equipment Repair & Maintenance		1,040
Vehicle Repair & Maintenance		4,140
Organization Business Expense		690
Professional Development		2,760
Publications & Memberships		280
Professional Services		410
Computer Contractual Services		140
Other Rents & Leases		2,420
	\$	<u>118,430</u>

11/1/09-

10/31/2010

I. General Fund

F

Street Department

Employee Wages	\$	150,960
Overtime		8,280
Fringe Benefits IMRF		25,520
Fringe Benefits Other		68,130
Office Supplies		280
Vehicle Expense		34,500
Uniforms & Clothing		2,760
Operating Supplies		1,380
Tools & Equipment		1,380
Equipment Maint & Repair		3,450
Vehicle Maint & Repair		11,040
Professional Services		410
Intergovernmental Services		1,380
Other Rents & Leases		690
Total Streets Department	\$	<u>310,160</u>

		APPROPRIATION	
		11/1/2009-	
		10/31/2010	
I.	General Fund		
	G		
	Parks & Playgrounds		
	Employee Wages	\$	47,730
	Part-time Wages		1,380
	Part-time Wages Youth Grant		8,970
	Fringe Benefits IMRF		8,440
	Fringe Benefits Other		10,950
	Office Supplies		140
	Operating Supplies		10,350
	Operating Supplies Youth Grant		830
	Telephone		1,170
	Utilities		690
	Other Rents & Leases		140
	Contractual Services		7,590
	Contractual Services Youth Grant		8,970
	Refunds		140
	Total Parks & Playgrounds	\$	107,490

APPROPRIATION
11/1/2009-
10/31/2010

I. General Fund

H	Dispatch Center				
	Employee Wages	\$		331,980	
	Overtime			48,300	
	Fringe Benefits IMRF			60,930	
	Fringe Benefits Other			126,010	
	Office Supplies			1,040	
	Uniforms & Clothing			3,450	
	Operating Supplies			350	
	Computer Software Supplies			350	
	Other Materials & Supplies			350	
	Telephone			14,900	
	Printing			350	
	Equipment Repair & Maint			17,250	
	Professional Development			2,760	
	Computer Contractual Services			6,900	
	Other Contractual Services			410	
	Total Dispatcher Center	\$		615,330	
I	Municipal Audit Department				
	Professional Services	\$		50,510	
	Total Municipal Audit Dept	\$		50,510	
J	Liability Insurance				
	Insurance	\$		517,500	
	Total Municipal Audit Dept	\$		517,500	
K	TIF#3 Impact Fees				
	Construction	\$		-	
	Total Municipal Audit Dept	\$		-	

Village of Sauk Village, IL

APPROPRIATION

11/1/2009-

10/31/2010

II. Police Protection

Employee Wages	\$	2,530,000
Part Time Wages		18,630
Overtime		365,700
Overtime-Tow Release		27,600
Fringe Benefits IMRF		210,700
Fringe Benefits Other		519,570
Office Supplies		15,180
Vehicle Expense		103,500
Uniforms & Clothing		51,060
Facility Maintenance Supplies		2,070
Operating Supplies		18,630
Computer Software Supplies		4,140
Tools & Equipment		4,140
Construction Supplies		1,380
Other Materials/Supplies		2,070
Telephone		20,700
Postage		5,520
Printing		6,210
Equip Repair & Maint		20,700
Vehicle Repair & Maint		71,760
Organization Bus Exp		2,760
Professional Devlpmt		16,560
Academy Training		16,560
Publications & Mbrshps		2,070
Professional Services		16,220
Computer Contractual Serv		17,250
Intergovt Services		8,280
Public Information		2,760
Other Rents & Leases		6,210
Other Contractual Serv		15,180
Tow Release Expense		27,600
Total Police protection	\$	<u>4,130,710</u>

III Crossing Guard

Regular Employee Wages	\$	16,100
Total Crossing Guard	\$	<u>16,100</u>

IV.	APPROPRIATION	
A. Fire Protection Fund	11/1/2009- 10/31/2010	
Regular Employee Wages	\$	173,940
Part Time Wages		136,550
Fringe Benefits - I.M.R.F./SS		23,760
Fringe Benefits - Other		38,510
Office Supplies		2,480
Vehicle Expense		24,840
Uniforms & Clothing		3,730
Facility Maintenance Supplies		3,110
Operating Supplies		1,550
Computer Software Supplies		930
Tools & Equipment		9,320
Materials & Supplies		3,110
Telephone		4,090
Utilities		1,640
Postage		310
Printing		620
Equipment Repair & Maintenance		11,180
Vehicle Repair & Maintenance		17,390
Facility Maintenance		1,860
Organization Business Expense		310
Professional Development		14,280
Publications & Memberships		2,480
Professional Services		6,210
Computer Contractual Services		1,860
Intergovernmental Services		3,420
Public Information		4,350
Dispatch Fee		26,750
Other Contractual Services		78,870
Transfer to 2007C Debt Service		64,060
Vehicles - Fire Truck		103,500
Construction		-
Reserve for Sinking Fund		186,910
Total Fire Protection Department	\$	<u>951,920</u>
IV.	Fire Protection Fund	
	B. Foreign Fire Insurance	
Tools & Work Equipment	\$	6,070
Reserve Future Expense		140
Total Foreign Fire Insurance	\$	<u>6,210</u>

IV. Fire Protection Fund	APPROPRIATION	
C. Ambulance Service Dept.	11/1/2009-	
	10/31/2010	
Regular Employee Wages	\$	-
Part Time Wages		-
Fringe Benefits - I.M.R.F./SS		-
Fringe Benefits - Other		-
Office Supplies		-
Vehicle Expense		-
Uniforms & Clothing		-
Facility Maintenance Supplies		-
Operating Supplies		-
Computer Software Supplies		-
Tools & Equipment		-
Materials & Supplies		-
Telephone		-
Utilities		-
Postage		-
Printing		-
Equipment Repair & Maintenance		-
Vehicle Repair & Maintenance		-
Facility Maintenance		-
Organization Business Expense		-
Professional Development		-
Publications & Memberships		-
Professional Services		-
Computer Contractual Services		-
Intergovernmental Services		-
Public Information		-
Dispatch Fee		-
Other Rents & Leases		-
Other Contractual Services		156,530
Transfer to 2007C Debt Service		-
Vehicles - Fire Truck		-
Construction		-
Reserve for Sinking Fund		-
Total Ambulance	<u>\$</u>	<u>156,530</u>

APPROPRIATION
11/1/2009-
10/31/2010

V. Unemployment Compensation Insurance

Insurance	\$	23,000
Total Unemployment Compensation Insurance	\$	<u>23,000</u>

VI. Motor Fuel Tax Fund

Operating Supplies	\$	62,100
Construction Supplies		49,680
Utilities		41,400
Equipment Repair & Maintenance		9,660
Professional Services		34,500
Contractual Services		11,040
Transfer to Streets		110,400
Construction		69,000
Contingency		154,680
Total Motor Fuel Tax	\$	<u>542,460</u>

VII. Emergency Telephone System

Equipment Repair & Maintenance	\$	77,280
Transfer to 2007B Debt Service		119,170
Total Emergency Telephone System	\$	<u>196,450</u>

VIII. Working Cash Fund

Bond Issuance Cost	\$	86,250
Transfer to General		641,700
Total Working Cash Fund	\$	<u>727,950</u>

IX. Drug Seizure Fund

Contractual Services	\$	350
Contingency		35,130
Total Drug Seizure Fund	\$	<u>35,480</u>

Village of Sauk Village, IL

APPROPRIATION
11/1/2009-
10/31/2010

XI. Sewer Fund		
Employee Wages	\$	399,600
Part Time Wages		
Overtime		18,630
Fringe Benefits I M R F/SS		67,230
Fringe Benefits Other		102,980
Office Supplies		830
Vehicle Expense		13,800
Uniforms & Clothing		4,830
Operating Supplies		5,520
Computer Software Supplies		2,070
Tools & Equipment		2,760
Construction Supplies		10,350
Other Materials & Supplies		280
Telephone		1,660
Postage		4,140
Printing		1,660
Equip Repair & Maint.		5,520
Vehicle Repair & Maint.		2,760
Professional Devlpmt		1,380
Publications & Memberships		280
Professional Services		10,350
Computer Contractual Services		3,450
Intergovt Services		1,040
General Fund Services		228,030
Other Rents & Leases		2,760
Other Contractual Serv.		2,760
Major Tools & Work Equipment		119,420
Contingency		73,230
Total Sewer Fund	\$	<u>1,087,320</u>

APPROPRIATION
11/1/2009-
10/31/2010

X. Water Fund		
Employee Wages	\$	447,240
Part Time Wages		
Overtime		18,630
Fringe Benefits I M R F/SS		74,770
Fringe Benefits Other		125,030
Office Supplies		1,040
Vehicle Expense		14,490
Uniforms & Clothing		4,150
Facility Maint Supplies		5,520
Operating Supplies		41,730
Computer Software Supplies		1,380
Tools & Equipment		2,760
Construction Supplies		62,100
Other Materials & Supplies		690
Telephone		13,800
Utilities		58,650
Postage		8,280
Printing		1,380
Equip Repair & Maint.		6,900
Vehicle Repair & Maint.		3,450
Facility Maintenance		6,900
Professional Devlpmt		2,760
Publications & Memberships		350
Professional Services		1,380
Computer Contractual Services		6,210
Intergovt Services		9,730
Public Information		2,760
General Fund Services		239,440
Other Rents & Leases		2,760
Other Contractual Serv.		8,280
Refunds		140
Capital Outlay		115,000
Contingency		32,870
Total Water Fund	\$	<u>1,320,570</u>

		APPROPRIATION	
		11/1/2009-	
		10/31/2010	
XII.	Utility Tax Fund		
	Transfer to Emerg Tel Sys 2007B Debt Serv	\$	134,760
	Transfer to General fund		34,500
	Transfer to 2007C Debt Serv		121,920
	Refunds		3,050
	Office Equipment & Furniture		14,080
	Computer Hardware Supplies		4,620
	Tools and Work Equipment		35,970
	Vehicles		158,010
	Construction		5,520
	Miscellaneous		280
	Total Utility Tax Fund	<u>\$</u>	<u>512,710</u>
XIII.	C.D.B.G. Street Reconstruction		
	Construction	<u>\$</u>	<u>124,200</u>
	Total C.D.B.G. Street Reconstruction	<u>\$</u>	<u>124,200</u>
XIV.	Municipial Building Constuction		
	Professional Services	\$	6,900
	Construction		5,180
	Total Revenue	<u>\$</u>	<u>12,080</u>
XV.	T.I.F. #1 Sauk Plaza		
	Professional Services	\$	53,480
	Contractual Services		147,020
	Contingency		-
	Total T.I.F. #1 Sauk Plaza	<u>\$</u>	<u>200,500</u>
XVI.	T.I.F. #2 Sauk Pointe		
	Professional Services	\$	7,120
	Transfer to 00 Bond Fund		106,950
	Transfer to 02 Series A Bond		941,160
	Transfer to 03 Bond Fund		53,480
	Construction		1,029,710
	Total T.I.F. #2 Sauk Pointe	<u>\$</u>	<u>2,138,420</u>
XVII.	T.I.F. #3 LogistiCenter at Sauk Village		
	Professional Services	\$	1,283,400
	Bond Issuance Cost		138,000
	Trustee Fees		16,050
	Transfer to General		641,700
	Transfer to 00 Bond Fund		106,950
	Transfer to 02A Bond Fund		941,160
	Transfer to 03 Bond Fund		53,480
	Developer Payments		6,900,000
	Total T.I.F.#3 LogistiCenter at Sauk Village	<u>\$</u>	<u>10,080,740</u>
XVIII	T.I.F. #4 Surreybrook Plaza		
	Professional Services	\$	41,400
	Construction		302,360
	Contingency		-
	Total Surreybrook Plaza	<u>\$</u>	<u>343,760</u>

APPROPRIATION
11/1/2009-
10/31/2010

XIX. Police Pension Fund

Office Supplies	\$	430
Postage		220
Publications/Memberships		2,780
Professional Service		21,390
Contractual Services		220
Disability Pension		42,780
Retirement Pension		491,970
Contingency		5,201,210
Total Police Pension Fund	\$	5,761,000

XX. Firefighters Pension Fund

Professional Services	\$	4,280
Contractual Services		220
Contingency		190,830
Total FireFighter's Pension Fund	\$	195,330

XXI. Debt Service Fund

97 Bond Principal/Interest	\$	650,260
98 MFT Bond Principal/Interest		-
00 T.I.F.#2 Bond Principal/Interest		338,040
02 Bond Principal/Interest		1,066,270
03 Bond Principal/Interest		617,290
07A Municipal Center Bonds		1,465,220
07B Dispatch Center Bonds		193,360
07C Fire Equipment Bonds		109,400
08 Bond Principal/Interest		1,217,740
09 Bond Principal/Interest		552,630
Contingency		5,870,030
Total Debt Service	\$	12,080,240

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 052

A ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT
FOR THE VILLAGE OF SAUK VILLAGE , ILLINOIS (AETNA DENTAL RENEWAL)

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 8TH DAY OF DECEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 8TH day of December , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09-052

**AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN
AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing certain employees of the Village with dental insurance; and

WHEREAS, previously, the Village Board discussed entering into an agreement with Aetna Life Insurance Company ("Aetna") to provide dental insurance to certain employees of the Village (the "Services"); and

WHEREAS, Aetna has provided the Village with an employer application (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Aetna will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village to approve and execute the Agreement; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

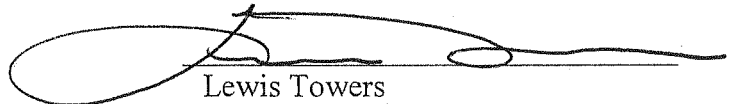
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AYES: BURGESS, HANKS, WILLIAMS

NAYS: ANDERSON, BENSON


ABSENT: MYERS

PASSED AND APPROVED THIS 8th day of December, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

Village of Sauk Village - Dental Cost Analysis 2010

CARRIER	Current	Original Renewal	Adjusted Renewal	Option
BENEFITS				
Preventive	100%/100%	100%/100%	100%/100%	100%/100%
Basic	80%/80%	80%/80%	80%/80%	80%/80%
Major	50%/50%	50%/50%	50%/50%	50%/50%
Orthodontics	50%/50%	50%/50%	50%/50%	50%/50%
Deductible (Individual)	\$50	\$50	\$50	\$50
Deductible (Family)	\$150	\$150	\$150	\$150
Calendar Year Maximum	\$1,500 Per Person	\$1,500 Per Person	\$1,500 Per Person	\$1,500 Per Person
Lifetime Annual Maximum	\$1,500 Per Person	\$1,500 Per Person	\$1,500 Per Person	\$1,500 Per Person
Implants (Yes/No)	No	No	No	No
Endo / Perio (Major/Basic)	Basic	Basic	Basic	Basic
Waiting Periods	Yes - Late Entrants	Yes - Late Entrants	Yes - Late Entrants	Yes - Late Entrants
Rate Guarantee	n/a	n/a	n/a	12 Months
PPO				
Employee	39	\$35.12	\$33.45	\$29.03
Employee + Spouse	11	\$68.79	\$65.51	\$56.81
Employee + Child(ren)	9	\$75.58	\$75.58	\$72.48
Family	14	\$107.64	\$107.64	\$100.26
TOTAL MONTHLY PREMIUM		\$4,212.34	\$4,212.34	\$3,813.04
TOTAL ANNUAL PREMIUM		\$50,548.08	\$50,548.08	\$45,756.48
\$ Difference from Current		\$2,526.60	\$0.00	-\$4,791.60
% Difference from Current		5.00%	0.00%	-9.48%

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 52 entitled:

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (ATENA DENTAL RENEWAL)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 8 , 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 8 , 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 8th day of December , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 053

A ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
2009/2010 FISCAL YEAR FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK
AND WILL, ILLINOIS.

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF DECEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22ND day of December , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 53

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR
THE 2009/2010 FISCAL YEAR FOR THE VILLAGE OF SAUK VILLAGE,
COUNTIES OF COOK AND WILL, ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") determined and do hereby determine that the amounts of money specified herein, exclusive of any cost of conducting an election required by the general election law, are estimated to be necessary to be raised by taxation upon the taxable property in the Village; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village to levy and assess taxes for the 2009/2010 fiscal year; and

WHEREAS, in connection with the adoption of its tax levy, the Village has complied with Sections 18-60 through 18-85 of the Illinois Truth in Taxation Law (35 ILCS 200/18-60 through 35 ILCS 200/18-85), the Open Meetings Act (5 ILCS 120/1, *et seq.*) and all other applicable state and local laws; and

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby

ascertained to be the sum of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00).

That the sum of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the Village for all corporate purposes of the Village, for purposes of providing for a Police Pension Fund, Fire Fighters' Pension Fund and such other corporate purposes as permitted by statute as set forth on Exhibit A, attached hereto and incorporated herein, as appropriated for the current fiscal year by the annual appropriation ordinance of the Village for the fiscal year 2009/2010, passed by the Corporate Authorities of the Village at a legally convened meeting, be, and the same is hereby levied upon all of the taxable property in the Village subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included in Exhibit A, the tax so levied being for the current fiscal year of the Village, and for said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as provided in Exhibit A, as if fully set forth herein.

That the total amount of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village according to the value of said property as assessed and equalized for state and county purposes for the current year.

This levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

That there is hereby certified to the Cook County Clerk of Cook County, Illinois, and to the Will County Clerk of Will County, Illinois, the total amount of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), which total amount the Village requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby authorized and directed to file with the Cook County Clerk and the Will County Clerk, on or before the time required by law, which is the last Tuesday in December, a certified copy 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 consummate the legislative action contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared

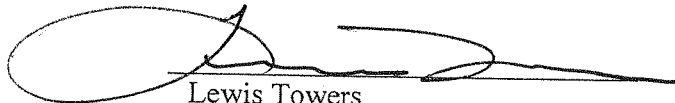
to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: Anderson, Benson, Burgess, Hanks, Williams

NAYS: None

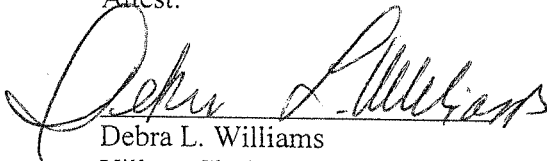
ABSENT: Myers

PASSED AND APPROVED THIS 22nd day of December , 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

2009 TAX LEVY SUMMARY

GENERAL FUND

Finance & Administration	94,470	
Mayor/Board/Village Clerk	30,165	
Public Grounds & Buildings	35,060	
Community Development	68,820	
Total General		228,515
Fire Protection		587,440
Ambulance Service		52,450
Civil Defense		26,225
Streets		57,695
Parks & Playgrounds		62,940
Dispatch Center		-
Municipal Audit		36,715
I. M. R. F.		228,680
Liability Insurance		382,880
Impact Fees (TIF 3)		-
Police Protection		587,440
Crossing Guard		13,110
Unemployment Compensation		12,600
Motor Fuel Tax		-
Emergency Telephone System		-
Working Cash Fund		-
Drug Seizure Fund		-
Water Fund		-
Sewer Fund		-
Utility Tax Fund		-
C.D.B.G. Fund		-
Municipal Building		-
T. I. F. #1 Sauk Plaza		-
T. I. F. #2 Sauk Pointe Industrial Park		-
T. I. F. #3 LogistiCenter at Sauk Village		-
T. I. F. #4 SurreyBrook Plaza		-
Police Pension Fund		146,860
FireFighters Pension Fund		10,490
Combined Debt Service Fund		-
Total 2009 Tax Levy		\$ 2,434,040

EXHIBIT A

Village of Sauk Village, IL

2009 TAX LEVY

General Fund Finance & Administration	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Regular Employee Wages	\$ 253,790	17,770	\$ 236,020
Overtime	-	-	-
Fringe Benefits - I.M.R.F./SS	34,710	**separate levy	34,710
Fringe Benefits - Other	43,410	3,040	40,370
Office Supplies	8,630	600	8,030
Computer Software Supplier	1,380	100	1,280
Tools and Equipment	140	10	130
Other Materials & Supplies	350	20	330
Telephone	8,280	580	7,700
Postage	6,210	430	5,780
Postage-Vehicle Stickers	2,070	140	1,930
Insurance	6,900	480	6,420
Printing	2,760	190	2,570
Equipment Repair & Maintenance	4,140	290	3,850
Organization Business Expense	830	60	770
Professional Development	4,140	290	3,850
Publications & Memberships	2,070	140	1,930
Professional Services	255,300	25,480	229,820
Computer Contractual Services	12,420	870	11,550
Public Information	5,520	390	5,130
Other Rents & Leases	690	50	640
Other Contractual Services	4,140	290	3,850
Unpaid accounts-General	494,655	34,630	460,025
Unpaid accounts-Fire	54,525	3,820	50,705
Unpaid accounts-MFT	29,675	2,080	27,595
Unpaid accounts-Water	90,450	2,720	87,730
Unpaid accounts-Sewer	12,050	-	12,050
Unpaid accounts-Utility Tax	46,525	-	46,525
Unpaid accounts-T.I.F.#1	19,700	-	19,700
Unpaid accounts-T.I.F.#2	20	-	20
Unpaid accounts-T.I.F.#4	18,775	-	18,775
Refunds	140	-	140
Contingency	17,065	-	17,065
Total Finance & Administration	\$ 1,441,460	\$ 94,470	\$ 1,346,990

Village of Sauk Village, IL

2009 TAX LEVY

General Fund

Mayor/Board/Village Clerk

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Public Official Wages	\$ 106,950	\$ 16,595	\$ 90,355
Fringe Benefits (I.M.R.F./ Social Security)	8,190	**separate levy	8,190
Telephone	6,900	1,040	5,860
Printing	280	40	240
Professional Development	15,180	2,280	12,900
Publications & Memberships	12,420	1,860	10,560
Public Information	20,700	3,110	17,590
Other Rents & Leases	350	50	300
Carnival	-	-	-
Special Events	6,900	1,040	5,860
Economic Development Committee	690	100	590
Human Relations Commission	1,040	160	880
Beautification Committee	690	100	590
Fire/Police Commission	20,700	3,110	17,590
Public Relations Committee	2,070	310	1,760
Housing Authority Commission	690	100	590
Zoning Board of Appeals	690	100	590
Senior Citizens Committee	1,100	170	930
Other Contractual Services	-	-	-
Total Public Officials/Committees	\$ 205,540	\$ 30,165	\$ 175,375

Village of Sauk Village, IL

2009 TAX LEVY

General Fund			Amount to	Amount from
Public Grounds & Buildings	APPROPRIATION	be Levied		
	\$		\$	\$
Regular Employee Wages	49,040		8,680	40,360
Part Time Wages	-		-	-
Overtime	2,070		330	1,740
Fringe Benefits - I.M.R.F./SS	8,190	**separate levy		8,190
Fringe Benefits - Other	13,510		2,160	11,350
Vehicle Expense	22,770		3,640	19,130
Uniforms & Clothing	1,660		270	1,390
Facility Maintenance Supplies	24,150		3,860	20,290
Operating Supplies	480		80	400
Computer Software Supplies	410		70	340
Tools & Equipment	1,380		220	1,160
Construction Supplies	5,520		880	4,640
Telephone	3,450		550	2,900
Equipment Repair & Maintenance	4,830		770	4,060
Vehicle Repair & Maintenance	1,380		220	1,160
Facility Maintenance	79,350		12,700	66,650
Professional Services	480		80	400
Other Rents & Leases	1,380		220	1,160
Other Contractual Services	2,070		330	1,740
Total Public Grounds & Buildings	\$ 222,120		\$ 35,060	\$ 187,060

Village of Sauk Village, IL

2009 TAX LEVY

General Fund Community Development	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Regular Employee Wages	\$ 289,120	45,270	\$ 243,850
Overtime	280	40	240
Fringe Benefits - I.M.R.F./SS	46,850	**separate levy	46,850
Fringe Benefits - Other	66,950	10,710	56,240
Office Supplies	1,040	170	870
Vehicle Expense	9,660	1,550	8,110
Uniforms & Clothing	1,380	220	1,160
Operating Supplies	350	60	290
Computer Software Supplies	140	20	120
Tools & Equipment	350	60	290
Materials & Supplies	140	20	120
Telephone	4,140	660	3,480
Postage	2,760	440	2,320
Printing	2,760	440	2,320
Vehicle Repair & Maintenance	3,450	550	2,900
Organization Business Expense	70	10	60
Professional Development	3,450	550	2,900
Publications & Memberships	550	90	460
Professional Services	31,050	4,970	26,080
Computer Contractual Services	1,730	280	1,450
Intergovernmental Services	4,490	720	3,770
Other Contractual Services	12,420	1,990	10,430
Refunds	690	-	690
Total Community Development	\$ 483,820	\$ 68,820	\$ 415,000

2009 TAX LEVY

Fire Protection Fund

	APPROPRIATION	Amount to be Levied	Other Sources
Regular Employee Wages	\$ 163,610	\$ 156,300	\$ 7,310
Part Time Wages	136,550	65,000	71,550
Fringe Benefits - I.M.R.F./SS	34,090	**separate levy	34,090
Fringe Benefits - Other	38,510	32,730	5,780
Office Supplies	2,480	2,110	370
Vehicle Expense	24,840	21,110	3,730
Uniforms & Clothing	3,730	3,170	560
Facility Maintainance Supplies	3,110	2,640	470
Operating Supplies	1,550	1,320	230
Computer Software Supplies	930	790	140
Tools & Equipment	9,320	7,920	1,400
Materials & Supplies	3,110	2,640	470
Telephone	4,090	3,480	610
Utilities	1,640	1,390	250
Postage	310	260	50
Printing	620	530	90
Equipment Repair & Maintenance	11,180	9,500	1,680
Vehicle Repair & Maintenance	17,390	14,780	2,610
Facility Maintainance	1,860	1,580	280
Organization Business Expense	310	260	50
Professional Development	14,280	12,140	2,140
Publications & Memberships	2,480	2,110	370
Professional Services	6,210	5,280	930
Computer Contractual Services	1,860	1,580	280
Intergovernmental Services	3,420	2,910	510
Public Information	4,350	3,700	650
Dispatch Fee	26,750	22,740	4,010
Other Rents & Leases	-	-	-
Other Contractual Services	78,870	67,040	11,830
Transfer to 2007C Debt Service	64,060	54,450	9,610
Vehicles - Fire Truck	103,500	87,980	15,520
Construction	-	-	-
Reserve for Sinking Fund	186,910	-	186,910
Total Fire Protection Fund	\$ 951,920	\$ 587,440	\$ 364,480

Fire Protection Fund

Foreign Fire Insurance

Tools & Work Equipment	\$ 6,070	-	6,070
Reserve Future Expense	140	-	140
Total Foreign Fire Insurance	\$ 6,210	\$ -	\$ 6,210

2009 TAX LEVY

Ambulance Service Dept.

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Regular Employee Wages	\$ -	\$ -	\$ -
Part Time Wages	50,000	5,000	45,000
Fringe Benefits - I.M.R.F./SS	3,795	**separate levy	3,795
Fringe Benefits - Other	-	-	-
Office Supplies	-	-	-
Vehicle Expense	-	-	-
Uniforms & Clothing	-	-	-
Facility Maintainance Supplies	-	-	-
Operating Supplies	-	-	-
Computer Software Supplies	-	-	-
Tools & Equipment	-	-	-
Materials & Supplies	-	-	-
Telephone	-	-	-
Postage	-	-	-
Printing	-	-	-
Equipment Repair & Maintenance	-	-	-
Vehicle Repair & Maintenance	-	-	-
Facility Maintainance	-	-	-
Organization Business Expense	-	-	-
Professional Development	-	-	-
Publications & Memberships	-	-	-
Professional Services	-	-	-
Computer Contractual Services	-	-	-
Intergovernmental Services	-	-	-
Public Information	-	-	-
Dispatch Fee	-	-	-
Other Rents & Leases	-	-	-
Other Contractual Services	102,735	47,450	55,285
Transfer to 2007C Debt Service	-	-	-
Tools & Work Equipment	-	-	-
Construction	-	-	-
Reserve for Sinking Fund	-	-	-
Total Ambulance Service	\$ 156,530	\$ 52,450	\$ 104,080

Village of Sauk Village, IL

2009 TAX LEVY

**General Fund
Civil Defense Department**

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Part Time Wages	\$ 82,800	\$ 18,015	\$ 64,785
Fringe Benefits - I.M.R.F./SS	6,340	**separate levy	6,340
Office Supplies	970	270	700
Vehicle Expense	8,280	2,320	5,960
Uniforms & Clothing	2,070	580	1,490
Facility Maintenance Supplies	350	100	250
Operating Supplies	1,380	390	990
Computer Software Supplies	350	100	250
Tools & Equipment	280	80	200
Materials & Supplies	280	80	200
Telephone	3,450	970	2,480
Equipment Repair & Maintenance	1,040	290	750
Vehicle Repair & Maintenance	4,140	1,160	2,980
Organizational Business Expense	690	190	500
Professional Development	2,760	770	1,990
Publications & Memberships	280	80	200
Computer Contractual Services	410	110	300
Professional Services	140	40	
Other Rents & Leases	2,420	680	1,740
Total Civil Defense Department	\$ 118,430	\$ 26,225	\$ 92,105

Street Department

Regular Employee Wages	\$ 150,960	\$ 29,615	\$ 121,345
Part Time Wages	-	-	-
Overtime	8,280	1,740	6,540
Fringe Benefits - I.M.R.F./SS	25,520	**separate levy	25,520
Fringe Benefits - Other	68,130	14,310	53,820
Office Supplies	280	60	220
Vehicle Expense	34,500	7,250	27,250
Uniforms & Clothing	2,760	580	2,180
Operating Supplies	1,380	290	1,090
Tools & Equipment	1,380	290	1,090
Equipment Repair & Maintenance	3,450	720	2,730
Vehicle Repair & Maintenance	11,040	2,320	8,720
Professional Services	410	90	320
Intergovernmental Services	1,380	290	1,090
Other Rents & Leases	690	140	550
Total Street Department	\$ 310,160	\$ 57,695	\$ 252,465

Village of Sauk Village, IL

2009 TAX LEVY

General Fund

Parks & Playgrounds Dept.

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Regular Employee Wages	\$ 47,730	\$ 38,510	\$ 9,220
Part Time Wages	1,380	1,040	340
Part Time Wages Youth Grant	8,970	-	
Fringe Benefits - I.M.R.F./SS	8,440	**separate levy	8,440
Fringe Benefits - Other	10,950	8,210	2,740
Office Supplies	140	110	30
Operating Supplies	10,350	7,760	2,590
Operating Supplies Youth Grant	830	-	
Telephone	1,170	880	290
Utilities	690	520	170
Other Rents & Leases	140	110	30
Contractual Services	7,590	5,690	1,900
Contractual Services Youth Grant	8,970	-	8,970
Refunds	140	110	30
Total Parks & Playgrounds	\$ 107,490	\$ 62,940	\$ 34,750

Dispatch Center Department

Regular Employee Wages	\$ 331,980	\$ -	\$ 331,980
Part Time Wages	48,300	-	48,300
Fringe Benefits - I.M.R.F./SS	60,930	-	60,930
Fringe Benefits - Other	126,010	-	126,010
Office Supplies	1,040	-	1,040
Uniforms and Clothing	3,450	-	3,450
Operating Supplies	350	-	350
Computer Software Supplies	350	-	350
Other Materials & supplies	350	-	350
Telephone	14,900	-	14,900
Printing	350	-	350
Equipment Repair & Maintenance	17,250	-	17,250
Professional Development	2,760	-	2,760
Computer Contractual Service	6,900	-	6,900
Other Contractual Services	410	-	410
Total Dispatch Center Department	\$ 615,330	\$ -	\$ 615,330

Village of Sauk Village, IL

2009 TAX LEVY

Municipal Audit Department

Professional Services	\$	50,510	\$	36,715	\$	13,795
Total Municipal Audit Department	\$	50,510	\$	36,715	\$	13,795

Illinois Municipal Retirement Fund (IMRF)

Departmental Separate IMRF/SS Levy	\$	829,695	\$	228,680	\$	601,015
Total IMRF	\$	829,695	\$	228,680	\$	601,015

Liability Insurance Department

Insurance	\$	517,500	\$	382,880	\$	134,620
Total Liability Insurance Department	\$	517,500	\$	382,880	\$	134,620

TIF #3 Impact Fees

Construction	\$	-	\$	-	\$	-
Total TIF #3 Impact Fees	\$	-	\$	-	\$	-

Village of Sauk Village, IL

2009 TAX LEVY

POLICE PROTECTION

	APPROPRIATIONS	Amount to be Levied	Amount from Other Sources
Employee Wages	\$ 2,530,000	\$ 366,700	\$ 2,163,300
Part Time Wages	18,630	3,170	15,460
Overtime	315,700	53,670	262,030
Overtime - Tow Release Fees	27,600	4,690	22,910
Fringe Benefits - I.M.R.F./SS	302,310	**separate levy	302,310
Fringe Benefits - Other	519,570	88,330	431,240
Office Supplies	15,180	2,580	12,600
Vehicle Expense	73,500	12,500	61,000
Uniforms & Clothing	51,060	8,680	42,380
Facility Maintenance Supplies	2,070	350	1,720
Operating Supplies	7,020	1,190	5,830
Computer Software Supplies	4,140	700	3,440
Tools & Equipment	4,140	700	3,440
Construction Supplies	1,380	230	1,150
Other Materials & Supplies	2,070	350	1,720
Telephone	20,700	3,520	17,180
Postage	5,520	940	4,580
Printing	6,210	1,060	5,150
Equipment Repair & Maintenance	20,700	3,520	17,180
Vehicle Repair & Maintenance	71,760	12,200	59,560
Organization Business Expense	2,760	470	2,290
Professional Development	16,560	2,820	13,740
Academy Training	16,560	2,820	13,740
Publications & Memberships	2,070	350	1,720
Professional Services	16,220	2,760	13,460
Computer Contractual Services	17,250	2,930	14,320
Intergovernmental Services	8,280	1,410	6,870
Public Information	2,760	470	2,290
Other Rents & Leases	6,210	1,060	5,150
Other Contractual Services	15,180	2,580	12,600
Tow Release Fee Expense	27,600	4,690	22,910
Total Police Protection	\$ 4,130,710	\$ 587,440	\$ 3,543,270

Crossing Guard Fund

Regular Employee Wages	\$ 16,100	\$ 13,110	\$ 2,990
Total Crossing Guard Fund	\$ 16,100	\$ 13,110	\$ 2,990

Unemployment Compensation

Insurance	\$ 23,000	\$ 12,600	\$ 10,400
Total Unemployment Compensation	\$ 23,000	\$ 12,600	\$ 10,400

Village of Sauk Village, IL

2009 TAX LEVY

POLICE PROTECTION	APPROPRIATIONS	Amount to be Levied	Amount from Other Sources
Employee Wages	\$ 2,530,000	\$ 366,700	\$ 2,163,300
Part Time Wages	18,630	3,170	15,460
Overtime	315,700	53,670	262,030
Overtime - Tow Release Fees	27,600	4,690	22,910
Fringe Benefits - I.M.R.F./SS	302,310	**separate levy	302,310
Fringe Benefits - Other	519,570	88,330	431,240
Office Supplies	15,180	2,580	12,600
Vehicle Expense	73,500	12,500	61,000
Uniforms & Clothing	51,060	8,680	42,380
Facility Maintenance Supplies	2,070	350	1,720
Operating Supplies	7,020	1,190	5,830
Computer Software Supplies	4,140	700	3,440
Tools & Equipment	4,140	700	3,440
Construction Supplies	1,380	230	1,150
Other Materials & Supplies	2,070	350	1,720
Telephone	20,700	3,520	17,180
Postage	5,520	940	4,580
Printing	6,210	1,060	5,150
Equipment Repair & Maintenance	20,700	3,520	17,180
Vehicle Repair & Maintenance	71,760	12,200	59,560
Organization Business Expense	2,760	470	2,290
Professional Development	16,560	2,820	13,740
Academy Training	16,560	2,820	13,740
Publications & Memberships	2,070	350	1,720
Professional Services	16,220	2,760	13,460
Computer Contractual Services	17,250	2,930	14,320
Intergovernmental Services	8,280	1,410	6,870
Public Information	2,760	470	2,290
Other Rents & Leases	6,210	1,060	5,150
Other Contractual Services	15,180	2,580	12,600
Tow Release Fee Expense	27,600	4,690	22,910
Total Police Protection	\$ 4,130,710	\$ 587,440	\$ 3,543,270

Crossing Guard Fund

Regular Employee Wages	\$ 16,100	\$ 13,110	\$ 2,990
Total Crossing Guard Fund	\$ 16,100	\$ 13,110	\$ 2,990

Unemployment Compensation

Insurance	\$ 23,000	\$ 12,600	\$ 10,400
Total Unemployment Compensation	\$ 23,000	\$ 12,600	\$ 10,400

2009 TAX LEVY

	APPROPRIATIONS	Amount to be Levied	Amount from Other Sources
Motor Fuel Tax Fund			
Operating Supplies	\$ 62,100	\$ -	\$ 62,100
Construction Supplies	49,680	-	49,680
Utilities	41,400	-	41,400
Equipment Repair & Maintenance	9,660	-	9,660
Professional Services	34,500	-	34,500
Contractual Services	11,040	-	11,040
Transfer to Streets	110,400	-	110,400
Transfer to Debt Service	-	-	-
Construction	69,000	-	69,000
Contingency	154,680	-	154,680
Total Motor Fuel Tax	\$ 542,460	\$ -	\$ 542,460
Emergency Telephone System			
Equipment Repair & Maintenance	\$ 77,280	-	\$ 77,280
Transfer to 2007B Debt Service	119,170	-	119,170
Total Emergency Telephone System	\$ 196,450	\$ -	\$ 196,450
Working Cash Fund			
Bond Issuance Cost	\$ 86,250	\$ -	\$ 86,250
Transfer to General	641,700	-	641,700
Total Working Cash Fund	\$ 727,950	\$ -	\$ 727,950
Drug Seizure Fund			
Contractual Services	\$ 350	\$ -	\$ 350
Contingency	35,130	-	35,130
Total Drug Seizure Fund	\$ 35,480	\$ -	\$ 35,480

2009 TAX LEVY

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Water Fund			
Employee Wages	\$ 447,240	\$ -	\$ 447,240
Part Time Wages	-	-	-
Overtime	18,630	-	18,630
Fringe Benefits I M R F	74,770	-	74,770
Fringe Benefits Other	125,030	-	125,030
Office Supplies	1,040	-	1,040
Vehicle Expense	14,490	-	14,490
Uniforms & Clothing	4,150	-	4,150
Facility Maint Supplies	5,520	-	5,520
Operating Supplies	41,730	-	41,730
ComputerSoftware Supplies	1,380	-	1,380
Tools & Equipment	2,760	-	2,760
Construction Supplies	62,100	-	62,100
Other Materials & Supplies	690	-	690
Telephone	13,800	-	13,800
Utilities	58,650	-	58,650
Postage	8,280	-	8,280
Printing	1,380	-	1,380
Equip Repair & Maint.	6,900	-	6,900
Vehicle Repair & Maint.	3,450	-	3,450
Facility Maintenance	6,900	-	6,900
Professional Devlpmt	2,760	-	2,760
Publications & Memberships	350	-	350
Professional Services	1,380	-	1,380
Computer Contractual Services	6,210	-	6,210
Intergovt Services	9,730	-	9,730
Public Information	2,760	-	2,760
General Fund Services	239,440	-	239,440
Other Rents & Leases	2,760	-	2,760
Other Contractual Serv.	8,280	-	8,280
Refunds	140	-	140
Capital Outlay	115,000	-	115,000
Contingency	32,870	-	32,870
Total Water Fund	\$ 1,320,570	\$ -	\$ 1,320,570

2009 TAX LEVY

Sewer Fund	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Employee Wages	\$ 399,600	\$ -	\$ 399,600
Part Time Wages	-	-	-
Overtime	18,630	-	18,630
Fringe Benefits I M R F	67,230	-	67,230
Fringe Benefits Other	102,980	-	102,980
Office Supplies	830	-	830
Vehicle Expense	13,800	-	13,800
Uniforms & Clothing	4,830	-	4,830
Operating Supplies	5,520	-	5,520
Computer Software Supplies	2,070	-	2,070
Tools & Equipment	2,760	-	2,760
Construction Supplies	10,350	-	10,350
Other Materials & Supplies	280	-	280
Telephone	1,660	-	1,660
Postage	4,140	-	4,140
Printing	1,660	-	1,660
Equip Repair & Maint.	5,520	-	5,520
Vehicle Repair & Maint.	2,760	-	2,760
Professional Devlpmt	1,380	-	1,380
Publications & Memberships	280	-	280
Professional Services	10,350	-	10,350
Computer Contractual Services	3,450	-	3,450
Intergovt Services	1,040	-	1,040
General Fund Services	228,030	-	228,030
Other Rents & Leases	2,760	-	2,760
Other Contractual Serv.	2,760	-	2,760
Major Tools & Work Equipment	119,420	-	119,420
Contingency	73,230	-	73,230
Total Sewer Fund	\$ 1,087,320	\$ -	\$ 1,087,320

2009 TAX LEVY

	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Utility Tax Fund			
Trsf to Emerg Tel Sys 2007B Debt Serv	\$ 134,760	\$ -	\$ 134,760
Transfer to General Fund	34,500	-	34,500
Trnsfer to 2007C Debt Service	121,920	-	121,920
Refunds	3,050	-	3,050
Furniture & Equipment	14,080	-	14,080
Computer Hardware Supplies	4,620	-	4,620
Tools/Work Equip.	35,970	-	35,970
Vehicles	158,010	-	158,010
Construction	5,520	-	5,520
Miscellaneous	280	-	280
Total Utility Tax Fund	\$ 512,710	\$ -	\$ 512,710
C.D.B.G. Street Reconstruction			
Construction	\$ 124,200	\$ -	\$ 124,200
Total C.D.B.G. Street Reconstruction	\$ 124,200	\$ -	\$ 124,200
Municipal Building Construction			
Professional Services	\$ 6,900	\$ -	\$ 6,900
2007A Debt Service	5,180	-	5,180
Total Municipal Building Construction	\$ 12,080	\$ -	\$ 12,080
T.I.F. #1 Sauk Plaza			
Professional Services	\$ 53,480	\$ -	\$ 53,480
Contractual Services	147,020	-	147,020
Contingency	-	-	-
Total T.I.F. #1 Sauk Plaza	\$ 200,500	\$ -	\$ 200,500
T.I.F. #2 Sauk Pointe			
Professional Services	\$ 7,120	\$ -	\$ 7,120
Transfer to 00 Bond Debt Service	106,950	-	106,950
Transfer to 02 Series A Debt Service	941,160	-	941,160
Transfer to 03 Bond Debt Service	53,480	-	53,480
Construction	1,029,710	-	1,029,710
Total T.I.F. #2 Sauk Pointe	\$ 2,138,420	\$ -	\$ 2,138,420
T.I.F. #3 Logistcenter at Sauk Village			
Professional Services	\$ 1,283,400	\$ -	\$ 1,283,400
Bond Issuance Cost	138,000	-	138,000
Trust Fees	16,050	-	16,050
Transfer to 2000 Debt Service	106,950	-	106,950
Transfer to 2002 Debt Service	941,160	-	941,160
Transfer to 2003 Debt Service	53,480	-	53,480
Transfer to General	641,700	-	641,700
Developer Payments	6,900,000	-	6,900,000
Total T.I.F.#3 LogistiCenter at Sauk Village	\$ 10,080,740	\$ -	\$ 10,080,740
T.I.F. #4 SurreyBrook Plaza			
Professional Services	\$ 41,400	\$ -	\$ 41,400
Construction	302,360	-	302,360
Contingency	-	-	-
Total SurreyBrook Plaza	\$ 343,760	\$ -	\$ 343,760

2009 TAX LEVY

Police Pension Fund	APPROPRIATION	Amount to be Levied	Amount from Other Sources
Office Supplies	\$ 430	\$ 190	\$ 240
Postage	220	100	120
Pub/Memberships	2,780	1,250	1,530
Professional Service	21,390	9,630	11,760
contractual Services	220	100	120
Disability Pension	42,780	19,250	23,530
Retirement Pension	491,970	116,340	375,630
Contingency	5,201,210	-	5,201,210
Total Police Pension Fund	\$ 5,761,000	\$ 146,860	\$ 5,614,140

FireFighter's Pension Fund

Professional Services	\$ 4,280	\$ 390	\$ 3,890
Contractual Services	220	20	200
Pension Retirement Liability	190,830	10,080	180,750
Total FireFighter's Pension Fund	\$ 195,330	\$ 10,490	\$ 184,840

Debt Service Fund

97 Bond Principal/Interest	\$ 650,260	\$ -	\$ 650,260
98 MFT Bond Principal/Interest	-	-	-
00 T.I.F.#2 Bond Principal/Interest	338,040	-	338,040
02 Bond Principal/Interest	1,066,270	-	1,066,270
03 Bond Principal/Interest	617,290	-	617,290
07A Municipal Center Bonds	1,465,220	-	1,465,220
07B Dispatch Center 911 Bonds	193,360	-	193,360
07C Fire Equipment Bonds	109,400	-	109,400
08 Bonds	1,217,740	-	1,217,740
09 Bonds	552,630	-	552,630
Contingency	5,870,030	-	5,870,030
Total Debt Service	\$ 12,080,240	\$ -	\$ 12,080,240

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

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 09 - 053, titled:

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE 2009/2010 FISCAL YEAR FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND WILL, ILLINOIS.

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 22, 2009. A true, correct and complete copy of this Ordinance was published in pamphlet form on December 22, 2009. Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22nd day of December, 2009.



The Honorable Debra Williams

Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 53 entitled:

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE 2009/2010 FISCAL YEAR FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND WILL, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 22 , 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 22 , 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of December , 2009.

Debra L. Williams
Village Clerk

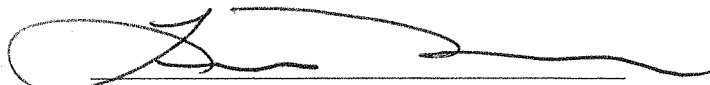
(SEAL)

December 28, 2009

TRUTH IN TAXATION
CERTIFICATION OF COMPLIANCE

I, Lewis Towers, hereby certify that I am the presiding officer of the Village of Sauk Village, and as such presiding officer I certify that the levy ordinance, a copy of which is attached hereto, was adopted pursuant to, and in all respects is in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85 (West 2008).

This certificate applies to the 2009 levy.



Signature of Presiding Officer

12 28 09
Date

December 28, 2009

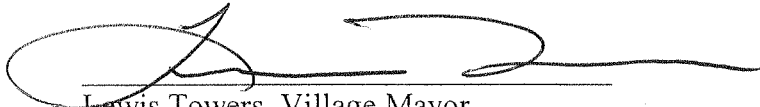
**CERTIFICATION OF EQUALIZED ASSESSED VALUE OF VILLAGE OF
SAUK VILLAGE TAXABLE PROPERTY IN COOK AND WILL COUNTIES**

Pursuant to Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), the Village of Sauk Village, a municipality with corporate limits lying partly in Cook County and partly in Will County, does hereby certify that it has attempted to ascertain the total amount of all taxable property lying within the corporate limits of the Village of Sauk Village in Cook County and Will County, as the property is assessed or equalized by the Department of Revenue for the current year. The Village of Sauk Village does hereby further certify that it has been advised by the Illinois Department of Revenue that the Illinois Department of Revenue has not completed the 2009 assessment or equalization of said taxable property.

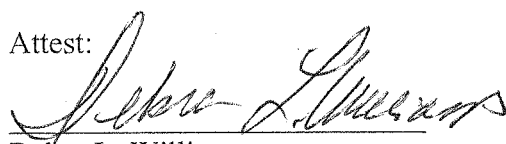
In an effort to comply with said requirement of Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), the Village of Sauk Village does hereby certify that it has been advised by the Illinois Department of Revenue that the 2008 equalized assessed value of taxable property located in each county is as follows:

Cook County:	\$118,205,038
Will County:	\$161,823

This certificate shall be filed with the Cook County Clerk, the county clerk of the county in which the Village of Sauk Village's seat of government is situated.


Lewis Towers, Village Mayor

12 28 09
Date

Attest:

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 054

A ORDINANCE APPROVIING AN AGREEMENT WITH JACOBS GROUP, INC. FOR
THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF DECEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22nd day of December , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 54

**AN ORDINANCE APPROVING AN AGREEMENT WITH JACOBS GROUP,
INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to the efficient management and operation of the Village's financial affairs; and

WHEREAS, to ensure the most efficient operation of the Village's financial affairs, the Village desires to seek investors interested in providing financing to the Village; and

WHEREAS, the Village recognizes the need for a third party to recommend investors that will provide financing to the Village (the "Services"); and

WHEREAS, the Services will consist of, among other things, identifying potential investors interested in providing financing to the Village upon terms acceptable to the Corporate Authorities; and

WHEREAS, there exists a certain agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Jacobs Group, Inc. ("Jacobs Group") will provide the Services to the Village; and

WHEREAS, the Village shall have the right to reject the Agreement without any payment or reimbursement to Jacobs Group; and

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

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

with the terms agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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. The Village retains the right to reject the Agreement without any payment or reimbursement to Jacobs Group.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

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EXHIBIT A

AYES: Anderson, Benson, Burgess, Hanks, Williams

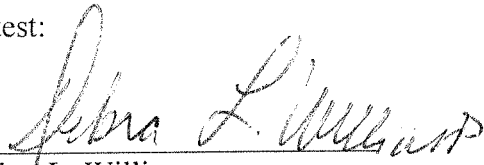
NAYS: None

ABSENT: Myers

PASSED AND APPROVED THIS 22nd day of December , 2009


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 54 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH JACOBS GROUP, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 22 , 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 22 , 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of December , 2009.

Debra L. Williams
Village Clerk

(SEAL)

December 31, 2009
The Honorable Lewis Towers
Mayor of Village of Sauk Village
Sauk Village, Illinois 60411

Dear Mayor Towers:

This will confirm the terms of our mutual understanding and agreement ("Agreement") in connection with the efforts of Jacobs Group, Inc ("Finder") to obtain financing for the Village of Sauk Village (the "Village") (collectively, Finder and the Village may be referred to herein as the "Parties") as follows:

1. Appointment.

The Village hereby authorizes Finder, on a non-exclusive basis, for a period not more than 60 days (the "Appointment Period"), to identify investors, underwriters, joint venturers, lenders and/or guarantors (collectively "Investors") interested in providing Financing (as defined below) for the Village on terms acceptable to the Village and Investors. The Appointment Period is subject to extension upon mutual agreement between the Finder and the Village.

However, it is agreed that the Finder shall have no continuing role or part of the negotiations or relationship between any Investors that the Finder identifies to the Village (apart from any rights granted under section 2) It is further understood that in the event other consultants effect financing for the Village, Finder's agreement is terminated; 3) and that Finder is not now, nor shall it ever be, an agent of the Village.

It is understood that Finder is acting as a finder only, is not a licensed securities broker or dealer, and shall have no authority to enter into any commitments on the Village's behalf, or to hold any funds or securities in connection with Financing or to perform any act which would require Finder to become licensed as a securities or real estate broker or dealer.

Finder acknowledges that this agreement is non-exclusive in nature and that other persons/entities are working to secure financing for the Village and that the Village will be the final arbiter in determining which entities shall be given credit for locating funding upon which the Village decides to execute. Further, the Finder understands and acknowledges that the Village will require Finder to defer to the decisions of its financial advisor and its attorneys is determining if a lead or contact provided by Finder is to be pursued by the Village. Additionally, Finder, either collectively or via its individual members, shall be required to represent to the Village that it (or they) has no financial interests (direct or indirect) with the provider of the Financing, save the terms of the anticipated transaction.

2. Compensation.

1.75% of the total amount of Financing;

"Financing", as used herein, shall mean all amounts, subject to terms and conditions acceptable to the Village, furnished to or for the use of the Village's general operations and not due until at least 36 months from the closing of the transaction, at an interest rate not to exceed 7.5% per annum provided through Finder, with Investors directed or introduced by, or through the efforts of, Finder after the date of this Agreement, whether by investment in equity or debt securities of the Village or affiliates, loans, loan commitments, credit facilities, or guarantees of indebtedness.

3. Fees.

The fees due Finder as set forth in Section 2 above (the "Finder's Fee") are earned upon closing of the Financing and the Village's receipt of funds. The obligation of the Village to pay the Finder's Fee is wholly contingent upon and shall only become a binding obligation of the Village if the following terms are

Initial Village BK

Initial Finder _____

met and wholly satisfied: (1) the total sum of money agreed to in the Financing has been actually received by the Village; and (2) all other obligations of Finder and the Investor have been met. All fees shall be paid by bank or cashier's check.

Superseding any other provision of this Agreement, the Parties acknowledge and agree that the Village has the freely exercisable, sole and absolute right to accept or reject any Investor and/or any offer of financing from any Investor brought to the attention of the Village, for any reason or no reason.

No Finder's Fee will be considered earned if the Village rejects an Investor or a financing plan. In the event Finder presents an Investor or a financing plan to the Village and the Village rejects the Investor or the financing plan, for any reason or no reason, the Village will have no obligation whatsoever to Finder, including without limitation, no obligation to pay the Finder's Fee, or any other reimbursement, cost or expense to Finder. Finder acknowledges the foregoing and agrees to abide by the same.

4. Termination.

This Agreement may be terminated in seven (7) days by either party by written notice to the other party in accordance with the notice provisions listed in section 7, but such termination shall not affect the obligation of Village to pay the Finder's Fee as to Financing consummated as a result of the efforts of the Finder, in accordance with the provisions listed in section 2. However, should the Financing be voided for any reason subsequent to closing then the Finder is obligated to return to Village such fees.

5. Accurate Information.

The Village hereby represents and warrants that all information provided to Finder by the Village pertaining to the Village shall be true and correct; and the Village shall hold Finder harmless from any and all liability, expenses or claims arising from the disclosure or use of such information.

Finder hereby represents and warrants that such information that the Finder utilizes in finding the Financing shall be limited to that information provided by the Village and that Finder shall hold the Village harmless from any liability or claims arising from any claims of misrepresentations related to such information or from any action Finder may take that would constitute a violation of securities law and shall indemnify, defend and hold harmless the Village for the same.

6. Applicable Law.

This Agreement is governed by and construed under the laws of the State of Illinois and any action brought by either party against the other party to enforce or interpret this Agreement shall be in accordance with the provision listed in section 14.

7. Notices.

Any notice, request, instruction or other document to be given under this Agreement by either party to the other party shall be in writing and (a) delivered personally; (b) sent by telecopy; (c) delivered by overnight express; or (d) sent by registered or certified mail:

If to the Village: Lewis Towers, Mayor of Village of Sauk Village, Sauk Village, IL 60411

If to Finder: 200 N Dearborn, Suite 3503 Chicago, IL 60602

or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally, telecopied or sent by overnight express in the manner provided in this section shall be deemed

Initial Village BMC

Initial Finder _____

to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the third business day after it is so placed in the mail.

8. Indemnification.

The Village agrees to indemnify, defend and hold Finder harmless from and against any and all claims, demands, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees and expenses), which may be incurred or which may be claimed by any person arising from Finder's use of information provided to Finder by the Village pertaining to the Village.

In no event shall Finder be liable for any attorneys' fees, court cost, special, incidental, consequential or punitive damages of any nature or for any reason, regardless of the form of action, whether in contract, tort, or otherwise, even if the other party is advised of that possibility.

Finder agrees to indemnify, defend and hold the Village harmless against any liability for any wrongs, claims or damages due to the acts or omissions of the Finder's joint venture or its individual members, including court costs and fees.

9. Complete Understanding.

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understanding, both written and oral, between the parties hereto with respect to the subject matter.

10. Headings and Capitalized Terms.

The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of its provisions

11. Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither Finder nor the Village may assign their rights or delegate their obligations under this Agreement without the prior written consent of the other.

12. Modification and Waiver.

None of the terms or conditions of this Agreement may be waived except in writing by the party which is entitled to the benefits thereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Finder and the Village. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver.

13. Attorney Fees.

If any arbitration holds that the Village has breached this Agreement, then the Finder will be entitled to recover from the Village expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

Initial Village BK

Initial Finder _____

If any arbitration holds that Finder has breached this Agreement, then each the Village will be entitled to recover from Finder expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

14. Dispute Resolution.

Any dispute or claim arising out of, or in connection with this Agreement will be settled by final and binding arbitration to be held in Cook County, Illinois in accordance with the commercial rules of the American Arbitration Association ("AAA"). Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction over: A) the award; B) the party against whom enforcement is sought; or C) that party's assets. The procedures and law applicable during the arbitration will be both the AAA rules and the internal substantive laws of Illinois (excluding any rules regarding conflicts of law). In such arbitration, the award of decision will be rendered by at least a majority of the members of an arbitration panel consisting of 3 members, one of whom will be appointed by each of the parties hereto and the third appointed by the 2 so-appointed arbitrators. All arbitrators will be persons who are not employees or agents of any party. In the event that any party fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator will be appointed by the AAA.

15. Invalid Provisions.

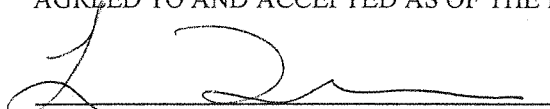
If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

If the foregoing correctly sets forth our Agreement, please sign and return the enclosed copy of this letter.

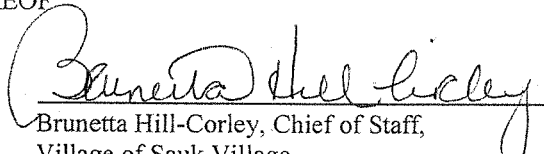
Sincerely,

Bill Jacobs, Jacobs Group, Inc.

AGREED TO AND ACCEPTED AS OF THE DATE HEREOF



Lewis Towers, Mayor, Village of Sauk Village



Brunetta Hill-Corley, Chief of Staff,
Village of Sauk Village

Date: 12 31 09

Date: 12 31 09

Initial Village BHC

Initial Finder _____

THIS COMMUNICATIONS IS TO SHOW THAT
THERE IS NO ORDINANCE/RESOLUTION
#09-055 FOR THE YEAR 2009

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 056

A ORDINANCE GRANTING A LAND USE VARIANCE TO 1777 225TH PLACE

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF DECEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22nd day of December , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 56

**AN ORDINANCE GRANTING A LAND USE
VARIANCE TO 1777 225th PLACE**

**Published in pamphlet form
by the authority of the President
and the Board of Trustees of the
Village of Sauk Village**

Date of Publication: December 22, 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 56

**AN ORDINANCE GRANTING A LAND USE
VARIANCE TO 1777 225th PLACE**

WHEREAS, the property located at 1777 225th Place, Sauk Village, Illinois (the "Subject Property") is located in an area zoned R-1 (the "R-1 District"); and

WHEREAS, William M. Pass (the "Applicant") submitted a request to the Village of Sauk Village (the "Village") to construct a barn-style storage shed that is sixteen (16) feet long, ten and seventy-two hundredths (10.72) feet wide and thirteen (13) feet high, totaling one hundred seventy-two (172) square feet in area and including a concrete pier base on the Subject Property (the "Storage Shed"); and

WHEREAS, constructing a storage shed that is greater than twelve (12) feet long, twelve (12) feet wide or ten (10) feet high would not be permitted without a land use variance; and

WHEREAS, to meet the requirements of the Village of Sauk Village Unified Development Code (the "Code"), a land use variance must be granted by the Board of Trustees of the Village (the "Village Board"); and

WHEREAS, in accordance with all applicable public notice requirements contained in the Code, on or about December 7, 2009, the Village's Zoning Board of Appeals/Plan Commission (the "ZBA") met, convened and conducted a public hearing; and

WHEREAS, at the abovementioned hearing, the Applicant provided credible evidence demonstrating that the Applicant needs the Storage Shed to store materials required for his use as a carpenter, making his plight unique under the present circumstances; the Applicant constructed the Storage Shed after a similar shed was constructed on a neighboring property and therefore carrying out the strict letter provisions of the Code would deprive the Applicant of a substantial right enjoyed by the owners of other properties subject to the same provisions; removing the Storage Shed would be very costly and would create a practical difficulty for the Applicant; and the Storage Shed is aesthetically pleasing and is in no way a threat to the continuity of the neighborhood or the general purpose and intent of the Comprehensive Plan of the Village; and

WHEREAS, at the abovementioned hearing, the Applicant provided credible evidence demonstrating that, based on the foregoing, the Subject Property could not yield a reasonable rate of return if limited to the regulations imposed by the Code, that the plight of the owner is unique under the present circumstances and that the variation, if

granted, would not alter the essential character of the municipality; and

WHEREAS, at the abovementioned hearing, the ZBA determined that the Applicant's request met the Standards for Issuance of a Variance contained in Section 4.2(D) of the Code; and

WHEREAS, the ZBA made a recommendation that the land use variance be granted (attached hereto and incorporated herein as Exhibit A are findings of fact made by the ZBA relative to the Subject Property); and

WHEREAS, pursuant to Section 4.2(C)(3) of the Code, after receiving the recommendation of the ZBA, the Village Board may approve, approve with conditions or deny the application for variations, and may also refer the matter back to the ZBA for further consideration; and

WHEREAS, the Village Board finds that the land use variance sought by the Applicant meets the requirements set forth in Section 4.2(D) of the Code; and

WHEREAS, the Village Board finds that it is in the best interests of the Village and its residents to approve the land use variation requested by the Applicant, subject to Sections 2 and 3 of this Ordinance as set forth below;

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

SECTION 1: The statements set forth in the preambles to this Ordinance are true and correct and are adopted as a part of this Ordinance.

SECTION 2: The findings of fact and recommendation of the ZBA are hereby adopted and due to the hardship that the Applicant would suffer without the land use variance, the Village Board grants the zoning relief to the Subject Property.

SECTION 3: The land use variance granted hereunder is subject to the restrictions that were specified by the ZBA. The land use variance shall terminate if the Applicant deviates at all from the plans submitted to the Village. If the Applicant finds that deviation from the submitted plans is necessary, new plans reflecting such deviations must be resubmitted to the ZBA and the Village Board for approval.

SECTION 4: 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.

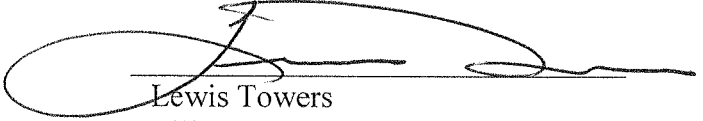
SECTION 5: This Ordinance shall be in full force and effect upon its passage and publication, as provided by law.

AYES: Anderson, Benson, Burgess, Hanks, Williams

NAYS: None


ABSENT: Myers

PASSED AND APPROVED THIS 22nd day of December, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

Date of Passage: December 22, 2009

Date of Publication: December 22, 2009

EXHIBIT A

**FINDINGS OF FACT AND RECOMMENDATION
OF THE ZONING BOARD OF APPEALS/PLAN COMMISSION**

RE: 1777 225th Place, Sauk Village, Illinois 60411 (the "Subject Property")

GRANT OF A LAND USE VARIANCE

On or about December 7, 2009, the Village of Sauk Village Zoning Board of Appeals/Plan Commission (the "ZBA") recommended granting a land use variance to construct a storage shed on the Subject Property, based on the following:

1. The Subject Property is located in an area zoned R-1;
2. William M. Pass (the "Applicant") submitted a request to the Village of Sauk Village (the "Village") seeking a land use variance to construct a barn-style storage shed that is sixteen (16) feet long, ten and seventy-two hundredths (10.72) feet wide and thirteen (13) feet high, totaling one hundred seventy-two (172) square feet in area and including a concrete pier base (the "Storage Shed") on the Subject Property;
3. In accordance with the Illinois Compiled Statutes and the Village of Sauk Village Unified Development Code (the "Code"), notice of the hearing regarding the Applicant's requested zoning relief was published in one or more newspapers published in the Village;
4. The Applicant provided credible evidence demonstrating that the Applicant needs the Storage Shed to store materials required for his use as a carpenter, making his plight unique under the present circumstances; the Applicant constructed the Storage Shed after a similar shed was constructed on a neighboring property and therefore carrying out the strict letter provisions of the Code would deprive the Applicant of a substantial right enjoyed by the owners of other properties subject to the same provisions; removing the Storage Shed would be very costly and would create a practical difficulty for the Applicant; and the Storage Shed is aesthetically pleasing and is in no way a threat to the continuity of the neighborhood or the general purpose and intent of the Comprehensive Plan of the Village; and
5. The Applicant provided credible evidence showing that: (a) carrying out the strict letter of the provisions of the Code would create a practical difficulty or particular hardship; (b) the Subject Property is exceptional, as compared to other properties subject to the same provisions, by means of a unique physical condition; (c) the aforementioned physical condition is not the result of any action or inaction of the property owner or his/her predecessors in title, and it existed at the time of enactment of the provisions from which a variation was sought, was created by natural forces or was the result of government action; (d) the carrying out of the

strict letter provisions from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other properties subject to the same provisions; (e) the alleged hardship or difficulty is neither merely the inability of the owner or occupants to enjoy some special privilege or additional right not available to owners or occupants of other lots or properties subject to the same provisions, nor merely the inability of the owner to gain a greater financial return from the use of the Subject Property; (f) the land use variation would not result in a use of development of the Subject Property that would not be in harmony with the general and specific provisions of the Code, including the provision from which a variation is sought, or the general purpose and intent of the Comprehensive Plan of the Village; (g) there is no means other than granting the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Property; and (h) the requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of the Code.

CONCLUSION

The Applicant showed that the requested land use relief would comply with the requirements set forth in the Code. The Applicant provided evidence showing that the request met the Standards for Issuance of a Variance contained in Section 4.2(D) of the Code, as the Applicant provided credible evidence demonstrating the Applicant needs the Storage Shed to store materials required for his use as a carpenter, making his plight unique under the present circumstances; the Applicant constructed the Storage Shed after a similar shed was constructed on a neighboring property and therefore carrying out the strict letter provisions of the Code would deprive the Applicant of a substantial right enjoyed by the owners of other properties subject to the same provisions; removing the Storage Shed would be very costly and would create a practical difficulty for the Applicant; and the Storage Shed is aesthetically pleasing and is in no way a threat to the continuity of the neighborhood or the general purpose and intent of the Comprehensive Plan of the Village. Based on the foregoing, the ZBA recommends granting a land use variance to construct the Storage Shed at the Subject Property.

Chuck Thompson, Chairman

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 09 – 56 entitled:

AN ORDINANCE GRANTING A LAND USE VARIANCE TO 1777 225TH PLACE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 22 , 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 22 , 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of December , 2009.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 09 - 057

A ORDINANCE RENEWING AN AGREEMENT WITH ILLINOIS MUNICIPAL
LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS
ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF DECEMBER , 2009

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 22nd day of December , 2009

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 09 - 57

**AN ORDINANCE RENEWING AN AGREEMENT WITH ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village 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, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, currently, the Illinois Municipal League Risk Management Association, an intergovernmental association, ("IMLRMA") provides insurance coverage services (the "Services") to the Village; and

WHEREAS, IMLRMA has provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which IMLRMA will continue to provide the Services to the Village; and

WHEREAS, based on the terms contained in the Agreement, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that the Village should renew its agreement with IMLRMA for the Services; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village to approve and execute the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

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

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable

provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that 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.

SECTION 3: The headings of the articles, 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. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in 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. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

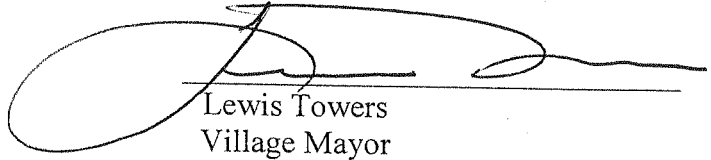
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AYES: Benson, Burgess, Hanks, Williams

NAYS: Anderson

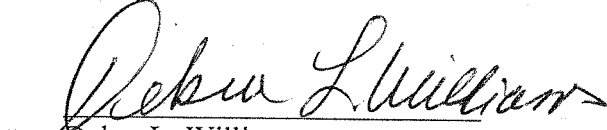
ABSENT: Myers

PASSED AND APPROVED THIS 22nd day of December, 2009



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village

Ordinance No. 09 – 57 entitled:

AN ORDINANCE RENEWING AN AGREEMENT WITH ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 22 , 2009. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 22 , 2009.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of December , 2009.

Debra L. Williams
Village Clerk

(SEAL)

Educate. Advocate. Empower.

October 9, 2009

Lewis Towers, Village President
Village of Sauk Village
21801 Torrence Avenue
Sauk Village, IL 60411-4561

Dear Village President Towers:

We are pleased to offer you the opportunity to renew your coverage with the Illinois Municipal League Risk Management Association (IMLRMA), effective 12/31/09 to 12/31/10. Enclosed, please find the invoice for your 2010 renewal contribution.

We offer you three options for making your payment: 1) Mail your payment by November 20, 2009 and save 1% off of your annual contribution; 2) Pay your "normal" contribution by December 11, 2009; or 3) Pay 51% by December 11, 2009 and another 51% by June 11, 2010.

We want to remind you of the many benefits you receive, both tangible and intangible, for your membership in IMLRMA:

- ◆ You'll never worry about whether we're on your side or whether we might put the interests of other public entities, commercial businesses, stockholders, or global conglomerates above your interests. IMLRMA is the only carrier that is "owned" solely by Illinois cities, towns, and villages, and we are 100% dedicated to you.
- ◆ Your budget allocation for your IMLRMA contribution is stable and predictable. Our program won't require you to make mid-year budget changes to make up for surprise billings and high deductibles.
- ◆ You can send your employees home safely to their families every night and ensure the safety of your community for your residents by taking advantage of -- at no extra charge -- our loss control and safety services and training.
- ◆ Our claims services help you return to your pre-loss condition as soon as possible and works hard to get your employees back to work as soon as possible.
- ◆ We are here for the long haul. We don't come and go with the commercial marketplace winds. We've been here for nearly 30 years with a track record of loyal members that have grown from 48 to more than 780.

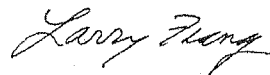
At IMLRMA, we take very seriously our service commitments to you and we are working hard on your behalf. Here are just a few of the ways that IMLRMA has serviced our members in the past year:

- ◆ We logged over 150,000 miles visiting our 785 members in person.
- ◆ We made nearly 2,000 service and loss control visits to our members.
- ◆ We conducted more than 850 loss-control-specific trainings.
- ◆ We educated and trained nearly 7,000 member employees and supervisors.

During the year ahead, we will continue demonstrating the value of your IMLRMA membership.

On behalf of everyone at IMLRMA, we thank you for again making the IMLRMA your choice for professional risk management services. If you have any questions concerning your contribution and coverages, or if you would like to take advantage of the services available in IMLRMA, please contact us at 1-800-252-5051 and speak to Julia Reynolds (extension 1199) or Katie Lund (extension 1111).

Cordially yours,



Larry Frang
Managing Director

cc: Brunetta Hill-Corley, Risk Management Coordinator
Enclosure



Sauk Village

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION



P.O. Box 5180, Springfield, Illinois 62705-5180
Phone: 217/525-1220 Fax: 217/525-7438

MIN / MAX 2010 CONTRIBUTION INVOICE/RENEWAL

MEMBER INFORMATION:

Sauk Village
21801 Torrence Avenue
Sauk Village, IL 60411-4561

DATE: 10/9/2009
ACCOUNT #: 0532

2010 MIN/MAX CONTRIBUTION: \$310,166

MIN/MAX CONTRIBUTION BREAKDOWN

EFFECTIVE DATES: 12/31/2009 TO 12/31/2010

WC	AL/CGL	IM	APD	PROP	TOTAL
\$172,654	\$100,051	\$1,068	\$10,391	\$26,002	\$310,166

MIN/MAX PAYMENT BREAKDOWN

FULL PAYMENT OPTIONS		INSTALLMENT OPTIONS	
Option #1 (with discount)	Option #2	Option #3 (with discount)	Option #4
*Invoice Amt: \$307,064.34	Invoice Amt: \$310,166.00	*Invoice Amt: \$307,064.34 2% Fee: \$6,141.29 Total Invoice: \$313,205.63	Invoice Amt: \$310,166.00 2% Fee: \$6,203.32 Total Invoice: \$316,369.32
Pay by: 11/20/2009	Pay by: 12/11/2009	1 st Installment Pay by 11/20/2009 \$156,602.82 2 nd Installment Pay by 06/11/2010 \$156,602.81	1 st Installment Pay by 12/11/2009 \$158,184.66 2 nd Installment Pay by 06/11/2010 \$158,184.66

*Payment received on or before 11/20/09 includes 1% discount on 2010 Min/Max Contribution.

You can send this entire page, or cut at the line below and just send the bottom portion of this invoice, to submit when making payment.

CHECK ONE:

- Option #1 → *Best Value*
 Option #2
 Option #3
 Option #4

Sauk Village
21801 Torrence Avenue
Sauk Village, IL 60411-4561
ACCOUNT # 0532

Make check payable to:
IML Risk Management Association
P.O. Box 5180
Springfield, Illinois 62705-5180

TOTAL MIN/MAX
PAYMENT ENCLOSED: \$ _____

The signed Min/Max agreement must be returned with your payment.

MINIMUM – MAXIMUM OPTION

December 31, 2009 – December 31, 2010

Many of our members have found the Minimum - Maximum program to be very successful and we are pleased to continue it in the year 2010. Please call us if you would like additional information about the program or to confirm if the Minimum – Maximum option meets your municipality's needs.

If your municipality wishes to participate in this optional program for this renewal period, the enclosed Minimum-Maximum Agreement *must* be signed and returned with your payment. A final copy will be returned to your municipality. If the agreement has not been received by February 1, 2010 your municipality will be billed for the full 100% contribution and such contribution will be due upon receipt.

Our Early Renewal discount also applies to Minimum – Maximum Members. The Early Renewal payment should be made by November 20, 2009 if you will be taking advantage of the 1% discount. If you choose not to take advantage of this early option, your contribution payment should be made by December 11, 2009.

If you have any questions, please contact Julia Reynolds at 1-800-252-5051, ext. 1199.

Educate. Advocate. Empower.

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is entered into this _____ (Date Signed), between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **VILLAGE OF SAUK VILLAGE**, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2009 to December 31, 2010 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 80 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 120 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the **VILLAGE OF SAUK VILLAGE** minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **VILLAGE OF SAUK VILLAGE** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 103,147		\$ 103,147
Loss Fund	@ 80% \$ 207,019	@ 120%	\$ 310,529
Contribution	\$ 310,166		\$ 413,676

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a semi-annual review of paid claim dollars.



IMLRMA Minimum/Maximum Contribution Agreement

5. NOTICE

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

6. BILLING/PAYMENT -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The VILLAGE OF SAUK VILLAGE hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

Mayor/Village President

Date

Treasurer/Comptroller/RMC

Date

IMLRMA, Managing Director

Date