

ORDINANCE NO. 11-11-KO-01

VILLAGE OF DIXMOOR

AN ORDINANCE REGARDING DOGS

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

Section 1. Village Code Amended. Chapter 6. Article II Section 6-11 of the Village Code of Ordinances is hereby amended as follows:

Sec. 6-11 DEFINITIONS

For the purposes of this article, the following terms shall have the indicated meanings:

Biting Dog: A dog which has bitten, scratched or otherwise injured any person so as to cause abrasion to the skin of such person.

Dangerous Dog: A dog which shall cause annoyance or reasonable fear of bodily injury to any person by attacking or threatening to attack such person.

Vicious Dog: a dog falling within any of the following categories:

- a. Any dog with a known propensity, tendency or disposition to attack unprovoked, to cause injury to or otherwise threaten the safety of human beings or domestic animals;
- b. Any dog which, because of its vicious propensity, is capable of inflicting injury, serious physical harm or death to humans, and which would constitute a danger to human life or property if it were not kept in the manner required by this chapter; or
- c. Any dog which, without provocation, attacks or bites, or has attacked or bitten, a human being or domestic animal.

Section 2. Village Code Amended. Chapter 6. Article II Section 6-12(a) of the Village Code of Ordinances is hereby amended as follows:

(a) The chief of police of the village shall be the ex officio animal control warden for the village. Should the chief of police be unable to perform his duties hereunder, the next highest ranking police officer shall serve as successor animal control warden.

Sec. 6-12 ANIMAL CONTROL WARDEN

Section 3. Village Code Amended. Chapter 6. Article II Section 6-13 of the Village Code of Ordinances is hereby amended as follows:

Sec. 6-13 DANGEROUS DOG DECLARED NUISANCE

No person shall own, keep or harbor a dangerous dog within the village, unless such person shall keep same confined safely and in a secure enclosure so as to protect from injury any person who shall come upon the premises where such dog or other animal is located. All owners and persons maintaining the premises upon which such dog or other animal is confined shall provide suitable and adequate warning of the presence of such dangerous dog by appropriate signs, visible and legible from the front sidewalk, public streets and thoroughfares upon which the owner's property adjoins, that are weather-proof durable and 8 ½ x 11 minimum in size to advise all persons lawfully entering upon such premises that a dangerous dog is confined thereon. Any such dog within the village whose owner is in violation of the foregoing shall be deemed and held to be a public nuisance. The owner, keeper, or possessor of a dangerous dog in violation of this Section shall be subject to a fine (not to exceed \$1,000). Upon the entry of a court order regarding a second conviction for the same offense, the Animal Control Warden may cause the dangerous dog to be impounded at the owner's expense.

Section 4. Village Code Amended. Chapter 6. Article II Section 6-16 of the Village Code of Ordinances is hereby amended as follows:

Sec. 6-16 REDEMPTION OF LICENSED DOGS

Any dog for which the license fee for the current year has been paid, which may, during such year, be impounded or taken up for being at large and without a collar or harness and license tag, for which satisfactory proof has been given to an officer of the police department by affidavit of the owner thereof, or by other satisfactory proof, that such dog was so licensed and that a collar was around its neck with a license tag attached thereto as provided in this article, and that such collar or harness and tag has been lost or taken from the dog, such dog may be redeemed by the owner upon payment of a fee of twenty-five dollars (\$25.00) for the taking up and impounding of such dog and the payment of the cost of keeping the dog while impounded. If, at the expiration of fourteen (14) days from the date of Impounding, such dog shall not have been redeemed by the owner thereof, the animal control warden may dispose of such dog.

Section 5. Village Code Amended. Chapter 6. Article II Section 6-17 of the Village Code of Ordinances is hereby amended as follows:

Sec. 6-17 REDEMPTION OF UNLICENSED DOGS

Any unlicensed dog which shall have been impounded may be redeemed by the owner thereof or the agent of the owner on payment of the sum of forty (\$40.00) dollars as a fee for taking up or impounding such dog, plus payment of the annual license fee and fulfillment of licensing requirements provided herein, and the cost of keeping such dog while impounded. If any such dog is not redeemed within seven (7) days after being impounded, such dog may be disposed of by the animal control warden. . Any

unlicensed dog impounded as required by this article shall be securely chained or confined, separate from all other impounded dogs.

Section 6. Village Code Adopted. Chapter 6. Article II Section 6-23 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 6-23 DECLARING A DOG VICIOUS; NOTICE and HEARING

(a) If the animal control warden has reason to believe that a dog falls within any of the categories that would render it vicious, a community service officer, shall investigate the circumstances to determine whether the dog falls within the definition of "vicious dog" as provided in this article. In the event that, following investigation, the community service officer determines that the dog is vicious, as defined in this article, Village of Dixmoor may declare that the dog is vicious in accordance with this article.

(b) Within seven (7) days of a determination by the appropriate officer that a dog is vicious, the officer making the determination shall notify the dog's owner, if known, in writing, of the declaration. This notice shall identify the requirements and conditions for maintaining a vicious dog as set forth in this article. If the owner is unknown or cannot be located, the dog may be immediately impounded. If the owner's address is known, but the owner cannot be located, the notice shall be posted on the owner's property or sent by certified mail to the owner's last known address.

(c) The known owner of a vicious dog shall have the opportunity to have a hearing on the declaration in accordance with the following procedures:

(1) The owner of a dog that has been declared vicious in accordance with this article shall have the right to file a written request for a hearing to contest the declaration. Such a request must be filed in writing with the village clerk within seven (7) days after the owner received notice of the vicious dog declaration. In the event that the owner fails to file a written request for a hearing within the requisite seven-day period, or fails to appear at a scheduled hearing, the owner will be deemed to have waived the right to a hearing on the declaration. In such situation, the dog shall be deemed vicious and the owner shall be required to comply with all of the requirements and conditions for maintaining a vicious dog as set forth in this article.

(2) Within seven (7) days of the receipt of a written request for a hearing, or as soon thereafter as is practical for the village clerk, a hearing shall be scheduled by the village. The hearing shall be conducted by the village hearing officer. The hearing will be informal and strict rules of evidence shall not apply. The owner and the village may be represented by counsel, present oral and written evidence, and cross-examine witnesses.

(3) The village hearing officer shall issue a written decision within seven (7) business days after the conclusion of the hearing. The owner shall be mailed a copy of the written decision. The decision of the village hearing officer shall be final.

(4) In the event that the village hearing officer upholds the vicious dog

declaration, the owner shall comply with all of the requirements and conditions for maintaining a vicious dog as set forth in this chapter.

Section 7. Village Code Adopted. Chapter 6. Article II Section 6-24 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 6-24. REQUIREMENTS FOR KEEPING A VICIOUS DOG

(a) In order to keep or permit a vicious dog within the corporate limits of Dixmoor, IL, the owner of a vicious dog shall be required to act in accordance with the following:

(1) *Confinement.* All vicious dogs shall be securely confined indoors or in an enclosed and locked pen or structure upon the premises of the owner. The pen or structure must have minimum dimensions of five (5) feet by ten (10) feet, and must have secure sides and a secure top attached to the sides. If no bottom is secured to the sides, the sides must be embedded into the ground no less than two (2) feet.

(2) *Leash/muzzle.* The owner of a vicious dog shall not allow the animal to go outside its kennel, pen or structure, unless the animal is muzzled, restrained by a chain or leash not more than four feet long, and under the physical control of a person.

(3) *Signs.* The owner of a vicious dog shall display a clearly visible warning sign, in a prominent place on his or her premises, indicating that there is a vicious dog on the premises. The sign must be legible from the public streets or thoroughfares upon which the owner's property adjoins. The owner shall also display a sign with a symbol warning children of the presence of a vicious dog. Exact or similar signs shall be posted on the dog's kennel, pen or enclosed structure.

4) *Insurance.* The owner of a vicious dog must maintain public liability insurance providing a minimum amount of one hundred thousand dollars (\$100,000.00) of coverage, insuring the owner for any damage or personal injury which may be caused by his or her vicious animal. Upon a declaration that a dog is vicious, the owner of the animal must provide proof to the village clerk within 7 days of said declaration that the owner possesses the required insurance. Upon request of the village, the owner may be required to present proof of insurance, upon occasion, demonstrating that the owner is maintaining said insurance.

(5) *Notice of change of status.* The owner of a vicious dog shall notify the village's community service officer or the police department immediately upon learning that the vicious animal is unconfined or on the loose, or if the dog has attacked a human being or domestic animal.

(6) *Notice of change of ownership.* If the owner of a dog declared to be vicious pursuant to this article sells, gives away or otherwise transfers custody or ownership of the vicious animal, the owner shall, within three (3) days of the sale or transfer, provide the village's community service officer or police department with the name, address and telephone number of the vicious dog's new owner or custodian. The owner shall notify the new owner or custodian of the animal's

designation as a vicious dog. If the new owner or custodian resides or keeps the animal within the corporate limits of the village, the owner shall inform the new owner or custodian of the requirements and conditions for keeping a vicious dog as established in this chapter.

(b) The owner, keeper, or possessor of a vicious dog in violation of this Section shall be subject to a fine not to exceed \$1,000.

Section 8. Village Code Adopted. Chapter 6. Article II Section 6-25 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 6-25. ORDER FOR IMPOUNDMENT AND DESTRUCTION; NOTICE; and HEARING

(a) The animal control warden may order the impoundment and destruction of a vicious dog upon occurrence of one of the following:

(1) The dog has attacked, bitten, injured or killed a human being or domestic animal; or

(2) The dog has been declared to be vicious pursuant to this article and the owner has failed to comply with the requirements and conditions for keeping a vicious dog in accordance with this article; or

(3) The dog poses a threat of serious harm to the public health or safety.

(b) Within seven (7) days of an impoundment, the animal control warden ordering the impoundment or destruction of a dog shall notify the animal's owner, if known, in writing, of the impoundment or destruction.

(c) The known owner of a vicious dog shall have the opportunity to have a hearing on the impoundment or recommended destruction in accordance with the following procedures:

(1) The owner of a dog that has been impounded pursuant to the provisions of this article shall have the right to file a written request for a hearing to contest the impoundment. Such a request must be filed with the clerk within seven (7) days after the owner received notice of the impoundment. In the event that the owner fails to file a written request for a hearing within the requisite seven-day period, or fails to appear at a scheduled hearing, the owner will be deemed to have waived the right to a hearing on the impoundment. In such situation, the village hearing officer or animal control warden may order the destruction of the animal or take any other steps he or she deems necessary to protect the public health or safety from the potential danger posed by the dog.

(2) Within seven (7) days of the receipt of a written request for a hearing, or as soon thereafter as is practical for the village administration, a hearing shall be scheduled by the village. The hearing shall be conducted by the village hearing officer. The hearing will be informal and strict rules of evidence shall not apply. The owner and the village may be represented by counsel, present oral and written evidence, and cross-examine witnesses.

(3) The village hearing officer shall issue a written decision within seven

business days after the conclusion of the hearing. The owner shall be mailed a copy of the written decision. The decision of the village manager shall be final.

(4) After considering all of the relevant evidence presented at a hearing in accordance with this subsection, the village hearing officer may order a fine assessed against the owner, and/or the destruction or continued impoundment of the dog, or may release the animal to its owner conditional on the owner complying with the requirements for keeping a vicious dog as established in this article, and conditional on the owner complying with any other requirements that the village manager deems necessary to protect the public health or safety from the potential danger posed by the animal.

Section 9. Village Code Adopted. Chapter 6. Article II Section 6-26 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 6-26. EXEMPTIONS

The following dogs are exempt from being determined as vicious:

- (a) Dogs used by the police department or a law enforcement agency;
- (b) Dogs that have injured a person, or the property of a person, who was committing a willful trespass or other tort upon the premises of the animal's owner; and
- (c) Dogs that have injured a person, or the property of a person, who was teasing, taunting, tormenting, abusing or assaulting the animal.

Section 10. Village Code Adopted. Chapter 6. Article II Section 6-27 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 5-27. DOGS; DEFACATING, URINATING ON PUBLIC OR PRIVATE PROPERTY

It shall be deemed a violation of this Section and a public nuisance for any person to cause or permit any dog owned or kept by him to defecate or urinate upon any public street, sidewalk, or other public place, or upon any other premises not owned or controlled by the person owning or keeping the dog, provided however that shall any such defecation be completely and promptly removed by the owner or keeper of said dog, the terms of this section shall not apply.

Section 11. Village Code Adopted. Chapter 6. Article II Section 6-28 of the Village Code of Ordinances is hereby adopted as follows:

Sec. 5-28 PENALTY

Whoever violates or fails to comply with any of the provisions of this Chapter 6, Article II, for which no penalty is otherwise provided, shall be fined not less than forty dollars (\$40.00) nor more than four hundred dollars (\$400.00). For a third or subsequent offense within one (1) year of the first offense, such person shall be fined not less than one hundred fifty dollars (\$150.00) nor more than seven hundred-fifty dollars (\$750.00).

Each occurrence of a violation or noncompliance shall be deemed a separate offense.

Section 12. Village Code Amended. Chapter 6. Article II Section 6-32 of the Village Code of Ordinances is hereby amended as follows:

Sec. 6-32 FEES

(a) Every owner of a dog within the village limits shall pay an annual license fee of ten dollars (\$10.00) for any dog and shall receive from the village collector a metal tag bearing the letters D.D.T. as well as the year issued stamped thereon. Any owner of a licensed dog whose license tag has been lost may obtain a replacement tag upon payment of a fee of five dollars (\$5.00) to the village collector.

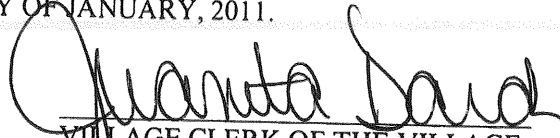
(b) Whenever the ownership of a properly licensed dog within the village shall change, the new owner shall apply for a transfer of the current license upon such printed forms as shall be provided. The fee for such transfer of records shall be five dollars (\$5.00).

Section 13. Severability. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 14. Repeal of Inconsistent Ordinances. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Effective Date. This ordinance shall be in full force and effect upon its passage and publication provided by law.

PASSED THIS 12<sup>th</sup> DAY OF JANUARY, 2011.

  
VILLAGE CLERK OF THE VILLAGE  
OF DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

VOTING AYE:

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VOTING NAY:

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ABSENT:

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ABSTAIN: \_\_\_\_\_

APPROVED this 12<sup>TH</sup> day of January, 2011.

*Keenan A. Gummert*

PRESIDENT OF THE VILLAGE OF  
DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

ATTESTED AND FILED IN  
MY OFFICE THIS 12th DAY  
OF JANUARY, 2011.

*Quanta Dard*  
VILLAGE CLERK



Board,

**DOG ORDINANCE**

Attached you will find the Ordinance Regarding Dogs that is ready to be passed at tomorrow's executive meeting. Edits have been made based on the latest review and conversation on the ordinance. The edits are as follows:

- 1) Section 2 will create a successor animal control warden that shall be served by the highest ranking police officer should the Chief of Police be unable to perform.
- 2) A section on this ordinance contained the word "cats". This was an error so I removed the word. Any regulation on cats shall be passed by a separate ordinance.

**DEMO OF 14450 OAKLEY**

I discovered what was causing the delay. The contractor had not received all the paperwork from the Asbestos removal contractor. Instead of me acting as a middleman to the demo contractor and asbestos contractor, I advised them to get in contact with each other and resolve any issues that are holding up this demo. The demo contractor should now have everything they need to begin its application to the County and Village for the demolition permit. Because of statutory requirements for timing of demolitions, the earliest demolition can be done now is January 31, 2011., I will not be at tonight's meeting as my Tuesday evenings are not good for me to get anywhere without the baby.

Adrian P. Zeno, Esq. Zeno Law Office, P.C.

150 N. Michigan Ave.

Suite 2800

Chicago, IL 60601

Off: (312) 281-0394

Fax: (866) 850-7594

# OFFICE OF THE CLERK

**Juanita Darden, Village Clerk**

**Deputy Clerk, Brandy May**

**VILLAGE OF DIXMOOR**

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108

General Office Phone (708)-389-6121

Fax (708)-389-2311

December 29, 2011

BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for Harvey Mobile Gas in the amount of \$5,272.58.

Trustee Corner	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708)203-8291
Trustee Roberts	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708)921-2347
Trustee Davis	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708)439-0627 (Disconnected)
Trustee Armstrong	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708)359-6916
Trustee J. Smith	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (773)988-9249
Trustee M. Smith	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> (708)297-8909

Mayor Grimmatt Yes  No  (708)927-3229  
(Only If Necessary)

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TOTAL Number Yes 5 No 1

ATTEST BY:   
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

VILLAGE OF DIXMOOR  
GENERAL ACCOUNT  
170 WEST 145TH ST  
DIXMOOR, IL 60426

MB FINANCIAL BANK, NA  
2-173710

14504

12/29/2011

PAY TO THE ORDER OF Jane Petroleum Inc.

\$ \*\*5,272.58

Five Thousand Two Hundred Seventy-Two and 58/100 \*\*\*\*\* DOLLARS

Jane Petroleum Inc.  
14700 E. 147th Street  
Harvey, IL 60426

*Quanta Davis*

MEMO

Monthly Village Gas

⑈014504⑈ ⑆071001737⑆ 935702700⑈

VILLAGE OF DIXMOOR / GENERAL ACCOUNT

14504

Jane Petroleum Inc.

Date Type Reference

12/29/20 Bill

12/29/2011

Discount

Original Amt. Balance Due

5,272.58 5,272.58

Check Amount

Payment

5,272.58

5,272.58

CASH - HERITAG Monthly Village Gas

5,272.58

Intuit® CheckLock™ Secure Check Details on Back



Juanita Darden  
Dixmoor Village Clerk  
170 W. 145th St.  
Dixmoor, IL 60426

**VILLAGE OF DIXMOOR**

170 West 145th Street • Dixmoor, Illinois 60426-1108  
Main Office (708) 389-6121  
Fax (708) 389-4130 - Email Address: mayorkg@aol.com

KEEVAN GRIMMETT  
Mayor

**Executive Order No 1 (2011)**

I, KEEVAN GRIMMETT, Village President (Mayor) of the Village of Dixmoor in the State of Illinois do hereby declare and order as follows:

**SECTION 1.** As Village President of the Village of Dixmoor, and Chief Executive of the Village of Dixmoor, I hereby authorize the execution of The Village President (Mayor) to utilize the Village Vehicle 24 hours or 7 days a week as to response to any emergency I have been elected by the people of Dixmoor to be respond to.

**SECTION 2.** As "A Possible State of Emergency can occur", I am is hereby declared with executive action to meet the needs and responsibility and maintain public safety.

**SECTION 3.** This order takes effect upon its signature by the Village President (Mayor) and receipt and filing by the Village Clerk.

KEEVAN GRIMMETT  
Village President (Mayor) of  
the Village of Dixmoor

Date: 12/14/, 2011  
Received and File: 12/14, 2011

  
JUANITA DARDEN  
Village Clerk

( SEAL )

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk

Deputy Clerk, Brandy May

VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108

General Office Phone (708)-389-6121

Fax (708)-389-2311

December 20, 2011

BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for Ammunition so that can stay state certify check amount. \$498.50

Trustee Corner	Yes <input checked="" type="checkbox"/>	No ___ (708)203-8291
Trustee Roberts	Yes <input checked="" type="checkbox"/>	No ___ (708)921-2347
Trustee Davis	Yes <input checked="" type="checkbox"/>	No ___ (708)439-0627 (Disconnected) <i>Doesn't want to give New #</i>
Trustee Armstrong	Yes <input checked="" type="checkbox"/>	No ___ (708)359-6916 <i>With Invoice</i>
Trustee J. Smith	Yes <input checked="" type="checkbox"/>	No ___ (773)988-9249
Trustee M. Smith	Yes <input checked="" type="checkbox"/>	No ___ (708)297-8909

Mayor Grimmatt Yes \_\_\_ No \_\_\_ (708)927-3229  
(Only If Necessary)

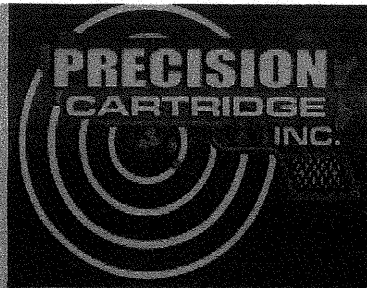
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TOTAL Number Yes 6 No N/A

ATTEST BY: *Juanita Darden*  
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

**PRECISION CARTRIDGE INC.**  
 940 GEORGIANA ST  
 HOBART, IN 46342



# Invoice

Invoice Number 434  
 Invoice Date 12/12/2011

Ph: 219-942-2400  
 Fax: 219-947-3405

Bill To	ID#
Dixmoor Police Dept. 170 East 145th Street Dixmoor, IL 60426	

Ship To
DIXMOOR POLICE DEPT 170 EAST 145TH ST DIXMOOR, IL 60426

P.O. Number	Terms	Ship Via	Order Date	Ship Date	Due Date
	Net 30	customer p/u	12/13/2011	12-16-11	1-15-12

Quantity	Item Code	Description	U/M	Price Each	Amount
10	45230RTCW	45/230 Gr. RN/TCJ	BX 50	15.26	152.60
1	4080FTCW	40 S&W/180 gr. FP/TCJ	CS	249.50	249.50
10	915RTCJW	9mm/115 GR. RN/TCJ	BX 50	9.64	96.40

www.precisioncartridge.com  
 sales@precisioncartridge.com

<b>Subtotal</b>	\$498.50
<b>Excise/Sales Tax (11.0%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$498.50

FAX NUMBER: 35-1692845  
 GEORGIANA TID: 0002887185

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

July 28, 2011

### BOARD TELEPHONE VOTE

This is a phone vote, text and email vote to open bids for CDBG Project #07-019 Street Reconstruction.

Trustee Corner	Yes ___	No ___ (708) 203-8291
Trustee Roberts	Yes ___	No <input checked="" type="checkbox"/> (708) 921-2347
Trustee Davis	Yes ___	No ___ (708) 439-0627
Trustee Armstrong	Yes ___	No <input checked="" type="checkbox"/> (708) 359-6916
Trustee J. Smith	Yes ___	No ___ (773) 988-9249
Trustee M. Smith	Yes <input checked="" type="checkbox"/>	No ___ (708) 297-8909
Mayor Grimmatt (Only If Necessary)	Yes ___	No ___ (708) 927-3229

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TOTAL Number Yes \_\_\_ No \_\_\_

ATTEST BY:   
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

July 28, 2011  
BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for Employee "A" litigation .

Trustee Corner	Yes <input checked="" type="checkbox"/>	No ___ (708) 203-8291
Trustee Roberts	Yes <input checked="" type="checkbox"/>	No ___ (708) 921-2347
Trustee Davis	Yes ___	No ___ (708) 439-0627
Trustee Armstrong	Yes <input checked="" type="checkbox"/>	No ___ (708) 359-6916
Trustee J. Smith	Yes ___	No ___ (773) 988-9249
Trustee M. Smith	Yes <input checked="" type="checkbox"/>	No ___ (708) 297-8909
Mayor Grimmatt (Only If Necessary)	Yes ___	No ___ (708) 927-3229

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TOTAL Number Yes \_\_\_ No \_\_\_

ATTEST BY:   
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.



ORDINANCE NO. - 11-KO-02

VILLAGE OF DIXMOOR

AN ORDINANCE AUTHORIZING EXECUTION OF THE CONTRACT FOR THE SALE OF VACANT LAND AND QUITCLAIM DEED (29-07-125-018-0000)

WHEREAS, there exists a vacant lot ("the lot") owned by Village of Dixmoor containing the Property Index Number ("PIN"): 29-07-125-018-0000, and the lot currently serves no interest to the Village of Dixmoor.

WHEREAS, Brian Johnson, a Village resident disclosed interest in purchasing the lot;

WHEREAS, pursuant to State Statute, Village of Dixmoor advertised the request for bids for the purchase of the lot in Citizen Newspaper, a publication circulated within the Village of Dixmoor, for three consecutive weeks;

WHEREAS, on January 24, 2011, Village of Dixmoor held a public hearing for the opening of bids for the purchase of the lot;

WHEREAS, during said hearing, the only bid received and opened by the Village for the purchase of the lot was from Brian Johnson for the purchase price of \$1023.22;

WHEREAS, on February 23, 2011, the Village Board passed an ordinance accepting Mr. Johnson, bid;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

**Section 1.** The Board of Trustees find as facts the recitals hereinabove set forth.

**Section 2.** The Village President and Clerk shall have the authority to execute on behalf of Village of Dixmoor, Illinois the Purchase Agreement and Quitclaim Deed attached as Exhibit A and B respectively.

**Section 3.** This Ordinance shall be in full force and effect on February 23, 2011 and the same shall so remain from and after its passage and approval and all ordinances or parts of ordinances in any manner in conflict herewith be and the same are hereby repealed.

PASSED THIS 9<sup>th</sup> DAY OF MARCH, 2011.

VILLAGE CLERK OF THE VILLAGE  
OF DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

VOTING AYE: Trustee Yolanda Corne, Henry Murphy  
Yvonne Davis, Dorothy Armstrong and Juditha Smith

VOTING NAY: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Trustee Michael Smith

ABSTAIN: \_\_\_\_\_

APPROVED this 9<sup>th</sup> day of MARCH, 2011.

Keenan Q. Summit  
PRESIDENT OF THE VILLAGE OF  
DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

ATTESTED AND FILED IN  
MY OFFICE THIS 9<sup>TH</sup> DAY  
OF March, 2011.

Juanita Dard  
VILLAGE CLERK

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

**QUIT CLAIM  
DEED**

**WITNESSETH, VILLAGE OF DIXMOOR, ILLINOIS**, an Illinois municipality for and in consideration of **TEN (\$10.00) DOLLARS**, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby **CONVEY** and **QUIT CLAIMS** to **Brian Johnson**, all right, title and interest in the following described real estate, being situated in Cook County, Illinois, and is legally described as follows, to-wit:

(See attached legal description)

**PERMANENT INDEX NUMBERS: 29-07-125-018-0000**

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois

DATED this 9th day of March, 2011.

\_\_\_\_\_  
**Keevan Grimmatt**

\_\_\_\_\_  
**Juanita Darden**

**STATE OF ILLINOIS, COUNTY OF COOK. SS.** I, the undersigned a Notary Public in and for said County, in the State aforesaid, do certify that Keevan Grimmatt are personally known to me to be the same person who subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Subscribed and Sworn to Before Me  
This \_\_\_ Day of \_\_\_\_\_, 2011

**MAIL TO:**

**SEND TAX BILLS TO:**

\_\_\_\_\_  
**NOTARY PUBLIC**

**"EXEMPT" UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER ACT**

Dated this \_\_\_ day of \_\_\_\_\_, 2011

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     ss:

**STATEMENT BY GRANTOR and GRANTEE**

THE GRANTOR OR ITS AGENT AFFIRMS THAT, TO THE BEST OF HER KNOWLEDGE, THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF ILLINOIS.

Dated this \_\_\_\_ day of March, 2011.

SIGNATURE: \_\_\_\_\_  
                  Keevan Grimmatt

Subscribed and sworn to before  
Me by the said GRANTOR this  
\_\_\_\_ day of March, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

THE GRANTEE OR HER AGENT AFFIRMS THAT, TO THE BEST OF HER KNOWLEDGE, THE NAME OF THE GRANTEE SHOWN ON THE DEED OR ASSIGNMENT OF BENEFICIAL INTEREST IN A LAND TRUST IS EITHER A NATURAL PERSON, AN ILLINOIS CORPORATION OR FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, A PARTNERSHIP AUTHORIZED TO DO BUSINESS OR ACQUIRE AND HOLD TITLE TO REAL ESTATE IN ILLINOIS, OR OTHER ENTITY RECOGNIZED AS A PERSON AND AUTHORIZED TO DO BUSINESS OR ACQUIRE TITLE TO REAL ESTATE UNDER THE LAWS OF ILLINOIS.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

SIGNATURE: \_\_\_\_\_  
                  Brian Johnson

Subscribed and sworn to before  
Me by the said GRANTEE this  
\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

# REAL ESTATE PURCHASE CONTRACT

## (PURCHASE AND SALE OF MUNICIPALLY OWNED VACANT LAND)

WHEN EXECUTED BY ALL PARTIES THIS WILL BECOME A LEGALLY BINDING AND ENFORCEABLE CONTRACT

This document serves as a purchase and sale contract by and between BRIAN JOHNSON (hereinafter referred to as "Buyer") and VILLAGE OF DIXMOOR, an Illinois municipality (hereinafter referred to as "Seller") for the purchase and sale of vacant land containing the Property Index Number 29-07-125-018-0000 (hereinafter referred to as "the lot"). *Legal description attached as "Exhibit A"*.

1. **PURCHASE PRICE:** the Purchase Price of **\$1,023.22** (ONE THOUSAND TWENTY THREE DOLLARS AND TWENTY TWO CENTS), plus costs of \$375.00 (THREE HUNDRED SEVENTY-FIVE DOLLARS), shall be paid at Closing by wire transfer of funds, or by certified, or cashier's check. Said costs reflect the expenses incurred by Seller in preparation for this sale.
2. **CLOSING:** Closing or escrow payout shall be on or before March 10, 2011 by conveyance by stamped recordable quitclaim deed and payment of purchase price. At closing, Buyer shall take title to the lot in an *As is* condition and indemnify and hold Seller harmless against all claims, liabilities, judgments and expenses that may arise.
3. **POSSESSION:** Possession shall be delivered at closing subject to any encumbrances of record.
4. **ATTORNEY MODIFICATION:** The respective attorneys for the Parties may approve, disapprove, or make modifications to this Contract, other than stated Purchase Price, within five (5) Business Days after the Date of Acceptance. Disapproval or modification of this Contract shall not be based solely upon stated Purchase Price. Any notice of disapproval or proposed modification(s) by any Party shall be in writing. **If written notice is not served within the time specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If prior to the expiration of ten (10) Business Days after Date of Acceptance, written agreement is not reached by the Parties with respect to resolution of proposed modifications, then this Contract shall be null and void.**
5. **SELLER REPRESENTATION:** Seller represents and warrants that Seller is the absolute owner of the lot and Seller has not received written notice from any Governmental body or Homeowner Association regarding (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; (c) any pending condemnation or eminent domain proceeding; or (d) a proposed or confirmed special assessment and/or Special Service Area affecting the Real Estate. Seller represents 1) there is not a proposed or pending unconfirmed special assessment affecting the Real Estate not payable by Seller after date of Closing; and 2) the lot is not located within a Special Service Area, payments for which will not be the obligation of Seller after date of Closing. Seller further represents that Seller has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records or any hazardous waste on the Real Estate or any improvements for which the required permits were not obtained. Seller represents that the lot is currently marked as tax exempt pursuant to Section 15-60(c) of the Illinois Property Tax Code. Upon consummation of the sale of the lot, Seller shall notify the county tax authorities to remove said exemption. Seller represents that, to the best of Seller's knowledge, there are not now, nor have there been, any underground storage tanks located on the Property and no chemicals or toxic waste have been stored or disposed of on the Property, and that the Property has not been cited for any violation of any Federal, State, County or local environmental law, ordinance or regulation and the Property is not located within any designated legislative *Superfund* area.

6. **TITLE:** Buyer, at Buyer's expense and if he so desires, shall obtain a title report prior to March 10, 2011 to receive conclusive evidence of good and merchantable title as therein shown, subject only to the encumbrances therein stated, if any. If the title report discloses undesired encumbrances, Buyer shall have the option to terminate this Agreement, without reimbursement to either party for costs paid in preparation for the sale of the lot.
7. **PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-Prevailing Party as ordered by a court of competent jurisdiction.
8. **NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
- (a) By personal delivery of such Notice; or
  - (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
  - (c) By sending facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event fax Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
  - (d) By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided further that the recipient provides written acknowledgment to the sender of receipt of the transmission (by e-mail, facsimile, regular mail or commercial overnight delivery). In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
  - (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
9. **BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.
10. **FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract.
11. **DAMAGE TO REAL ESTATE PRIOR TO CLOSING:** If, prior to delivery of the deed, the lot shall be destroyed or materially damaged by fire or other casualty not caused by Buyer, or the lot is taken by condemnation, then Buyer shall have the option of either terminating this Contract or accepting the lot as damaged or destroyed, together with the proceeds of the condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller agrees to assign to Buyer and deliver to Buyer at closing. Seller shall not be obligated to repair or replace the lot should it become damaged or destroyed. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.
12. **PLAT OF SURVEY:** Buyer, should he so desire, shall purchase at his expense, a land

survey plat depicting the lot.

13. **CODE VIOLATIONS:** The Seller warrants that neither Seller nor Seller's agent has received notice of any dwelling zoning, building, fire and health code violations which exists on the date of this contract from any city, village, or other governmental authority.

14. **MUNICIPAL ORDINANCES:** Seller shall comply with the terms of any municipal ordinance relating to the transaction contemplated herein for the municipality in which the Real Estate is located and shall upon obtaining title and possession to the lot, will forever and always comply with the Zoning Code for the Village of Dixmoor, Transfer taxes required by local ordinance shall be paid by the party designated in such ordinance. Seller shall pay any transfer tax imposed by state law.

15. **SPECIAL FLOOD HAZARD AREA:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area which requires Buyer to carry flood insurance. **If written notice of the option to declare this Contract null and void is not given to Seller prior to the Closing Date, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.**

16. **CAPTIONS:** Captions are not intended to limit the terms contained after said caption and are not part of the contract.

Date of offer: 01/20/11  
\_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Acceptance:

Buyer: Brian Johnson

Seller: Village of Dixmoor, Illinois

Buyer Signature: \_\_\_\_\_  
\_\_\_\_\_  
Brian Johnson

Seller Signature: \_\_\_\_\_  
\_\_\_\_\_  
Keevan Grimmatt

Buyer's Attorney: Mary Frances Hill  
Esq.  
12400 S. Harlem  
Michigan Ave  
Palos Heights, IL 60643  
Phone: 708. 361.3335  
Fax:  
Email: [mfranceshill@att.net](mailto:mfranceshill@att.net)

Seller's Attorney: Adrian P. Zeno,  
150 N.  
Suite 2800  
Chicago, IL 60601  
Ph: 312.281.0394  
Fax: 866.850.7594

[adrian\\_zeno@zenolawoffice.com](mailto:adrian_zeno@zenolawoffice.com)

Email:

ORDINANCE NO. 11-10-04

**AN ORDINANCE AUTHORIZING THE TRUSTEES TO RETAIN  
INDEPENDENT LEGISLATIVE COUNSEL  
IN THE VILLAGE OF DIXMOOR,  
COOK COUNTY, ILLINOIS**

---

WHEREAS, the Village of Dixmoor is municipality located in Cook County, Illinois; and  
WHEREAS, the Trustees may, from time to time, have divergent views and perspectives on issues coming before the Board due to political, philosophical, and policy making differences from that of the Village President; and

WHEREAS, the Village currently employs a Village Attorney and the functions of that attorney principally relate to services for the executive branch of government; and

WHEREAS, the Trustees may, from time to time, choose not to seek legal counsel from the Village Attorney, who was appointed by the Village President; and

WHEREAS, the Trustees, from time to time, in the exercise of their legislative duties, may wish to seek independent counsel;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS, as follows:

**Section 1:** It is in the best interests of the Village of Dixmoor for the Trustees to retain legislative counsel independently to advise the Trustees on matters relating to their legislative duties which may include, but are not limited to, the drafting of ordinances, contract documents, opinions on the powers of the legislative branch, analysis of the validity of actions taken by the Village, review of litigation issues and providing other advice on matters within the purview of the legislative branch of municipal government.

**Section 2:** The Trustees shall each be authorized to direct questions related to their legislative duties to the independent legislative counsel. Trustees may seek legal counsel regarding any matters within the range of items set forth in Section 1. The independent legislative counsel will indicate on their invoices the Trustee who initiated the contact with them and will also provide a general description of the services provided.



**Section 3:** The independent legislative counsel shall be retained as an independent contractor at a rate authorized by the Village Board.

**Section 4:** No department or office of independent legislative counsel is hereby created.

**Section 5:** The LAW OFFICES OF DALAL M. JARAD, of Schaumburg, Cook County, Illinois, is hereby retained as an independent contractor to serve at the pleasure of the Trustees as independent legislative counsel to the Trustees at the same hourly rate as the Village Attorney (currently, <sup>ISSIP</sup> \$165.00 hourly) and \$105.00 per hour for paralegal services, plus all expenses incurred.

**Section 6:** Section 2-132 of the Village Code is hereby amended to add the following language to the end of the current Section 2-132:

In addition to any other attorneys authorized by this Section, and without regard to the method of selection of such attorneys, the Board of Trustees, by action of a majority of the Trustees, shall have the ability to engage the services of independent legislative counsel, who shall advise the Board of Trustees regarding issues involving their legislative duties which may include, but are not limited to, the drafting of ordinances, contract documents, opinions on the powers of the legislative branch, analysis of the validity of actions taken by the Village, review of litigation issues and providing other advice on matters within the purview of the legislative branch of municipal government.

**Section 7:** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**Section 8:** All Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

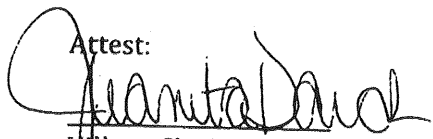
**Section 9:** This Ordinance shall be in full force and effect from after its passage, approval and publication as provided by law.

PASSED this 8<sup>th</sup> Day of June, 2011.

Trustee Fitzgerald Roberts  
AYES: Trustee Michael Smith, Trustee Juditha Smith, Trustee Dorothy Armstrong

NAYS: Trustee Yolanda Williams-Corner, Trustee Yvonne Davis

ABSENT: Ø

Attest:  
  
Village Clerk  
Juanita Darden

APPROVED:  

---

  
Mayor  
Keevan A Grimmett

ORDINANCE NO. 11-10-04

**AN ORDINANCE AUTHORIZING THE TRUSTEES TO RETAIN  
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IN THE VILLAGE OF DIXMOOR,  
COOK COUNTY, ILLINOIS**

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WHEREAS, the Village currently employs a Village Attorney and the functions of that attorney principally relate to services for the executive branch of government; and

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**Section 7:** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

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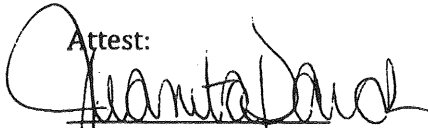
**Section 9:** This Ordinance shall be in full force and effect from after its passage, approval and publication as provided by law.

PASSED this 8<sup>th</sup> Day of June, 2011.

Trustee Fitzgerald Roberts  
AYES: Trustee Michael Smith, Trustee Juditha Smith, Trustee Dorothy Armstrong

NAYS: Trustee Yolanda Williams-Corner, Trustee Yvonne Davis

ABSENT: Ø

Attest:  
  
Village Clerk  
Juanita Darden

APPROVED:

\_\_\_\_\_  
Mayor  
Kevan A Grimmett

ORDINANCE NO. 11-KD-03  
"AN ORDINANCE PROVIDING FOR THE CONTROL OF GRAFFITI, VANDALISM  
AND MALICIOUS MISCHIEF AND PROVIDING PENALTIES FOR THE VIOLATION  
THEREOF"

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WHEREAS, the Village of Dixmoor is an Illinois municipality governed by the Illinois Municipal Code and the United States Constitution; and

WHEREAS, the Village of Dixmoor wishes to have an ordinance in place to provide for the control of graffiti; and

WHEREAS, such an ordinance would be sufficient to enforce laws to protect public and private property from acts of graffiti, vandalism and defacement.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD  
OF TRUSTEES OF THE VILLAGE OF DIXMOOR, Cook County, Illinois, as follows:**

**SECTION 1. Definitions**

When used in this Ordinance, the following words, terms and phrases and their derivations shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning.

- (a) AEROSOL PAINT CONTAINER means any aerosol container that is adapted or made for the purpose of applying spray paint or other substances capable of defacing property.
- (b) BROAD TIPPED MARKER means any felt tip indelible marker or similar implement with a flat or angled writing surface that, at its broadest width is greater than one-fourth (1/4<sup>th</sup>) of an inch, containing ink or other pigmented liquid that is not water soluble.
- (c) ETCHING EQUIPMENT means any tool, device or substance that can be used to make permanent marks on any natural or man-made surface.
- (d) GRAFFITI means any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any surface of public or private property by an graffiti implement, to the extent that the graffiti was not authorized in advance by the owner or occupant of the property, or despite advance authorization, is otherwise deemed a public ordinance by the Village.
- (e) GRAFFITI IMPLEMENT means a broad-tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.
- (f) LEGAL GUARDIAN includes a person appointed guardian or given custody of a minor by a circuit court of this state, but does not include person appointed guardian or given custody of a minor under the Juvenile Court Act.
- (g) MINOR means a person who has not attained the age of eighteen (18).
- (h) PARENT means the lawful mother or father of a minor.

**SECTION 2. Prohibited Acts**

- (a) It shall be unlawful for any person under the age of eighteen (18) years to possess any aerosol paint container or graffiti implement while on any school property grounds, facilities, buildings or structure or in areas immediately adjacent to those specific locations upon public property or upon private property without the prior written consent of the owner or occupant of such private property. The provisions of this section shall not apply to the possession of broad-tipped markers by a minor attending or traveling to

or from a school at which the minor is enrolled if the minor is participating in a class at the school that formally requires the possession of broad-tipped markers. The burden of proof in any prosecution for violation of this section shall be upon the minor student to establish the need to possess a broad-tipped marker.

- (b) It shall be unlawful for any person or entity who owns, conducts, operates or manages a retail commercial establishment to sell, exchange, give, loan or otherwise furnish or cause or permit to be exchanged, given, loaned or otherwise furnished any aerosol paint container to any person.

### **SECTION 3. Accessibility to Graffiti Implements**

- (a) **Furnishings to Minors Prohibited:** It shall be unlawful for any person other than a parent or legal guardian to sell, exchange, give, loan or otherwise furnish or cause or permit to be exchanged, given, loaned or otherwise furnished any graffiti implement to any person under the age of eighteen (18) years without the written consent of the parents or guardian of the person.
- (b) **Display and Storage:**
  - 1. Every person who owns, conducts, operates or manages a retail commercial establishment selling any graffiti implement shall store the graffiti implements in an area continuously observable through direct visual observation or surveillance equipment by employees of the retail establishment during the regular course of business.”
  - 2. In the event that a commercial retail establishment is unable to store the graffiti implements in an area as provided above, the establishment shall store the graffiti implements in an area not accessible to the public in the regular course of business without employee assistance.
- (c) **Signage Required:** Every person who operates a retail commercial establishment selling graffiti implements shall:
  - 1. Place a sign in clear public view at or near the display of such products stating: “Graffiti is against the law. Any person using defaces, real or personal property with paint or any other liquid or device is guilty of a crime punishable by a fine not less than One Hundred (\$100.00) Dollars.”

### **SECTION 4. Duty to Remove Graffiti**

- (a) It shall be the responsibility of the owner or occupier of real estate, to remove graffiti on premises owned or occupied by such person within ten (10) days of receipt of notice from the Village of Dixmoor that such graffiti exists and should be removed or covered.
- (b) In the event that such graffiti is not removed within the requisite time and subsequent to notice by the Village of Dixmoor, the Department of Public Works of Dixmoor shall cause such graffiti to be covered or removed, or the structure torn down. The expense of such removal or coverage shall be recovered from the owner or occupier of the real estate. Such charges constitute a lien against the subject real estate. In addition to the above, the Village of Dixmoor may also recover reasonable attorney’s fees, court costs and witness fees incurred in the enforcement of this ordinance.
- (c) It shall be the responsibility of the owner or occupier of real estate to apply the same or similar color paint or stain in any attempt to cover graffiti.

**SECTION 5. Violation/Penalty**

- (a) Any person violating any of the provisions of this ordinance shall be fined not less than Two Hundred (\$200.00) Dollars, nor more than Seven Hundred (\$700.00) Dollars, for each offense. Every day such violation continues shall constitute a separate and distinct offense.
- (b) In the event that any merchant, or other person holding a retail business license, in the Village of Dixmoor, Cook County, Illinois is convicted of two (2) or more such offenses, said merchant or business may suffer the forfeiture of his or her business license and may be permanently enjoined from doing business in the Village of Dixmoor, Illinois.

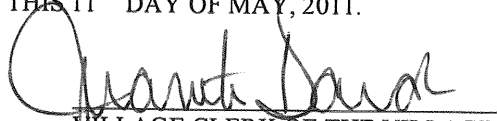
**SECTION 6. Personal Responsibility**

The parent or legal guardian of a minor who resides with such parent or legal guardian is liable for actual damages for the acts of such juvenile which cause injury or damage to a person or property. The parent or legal guardian shall be liable for the fine, restitution, reparation or attorneys fees and costs imposed by a court upon a minor for a violation of this ordinance.

**SECTION 7. Enforceability**

This ordinance shall be in full force and effect immediately after its passage, approval and publication as required by law.

PASSED THIS 11<sup>TH</sup> DAY OF MAY, 2011.

  
VILLAGE CLERK OF THE VILLAGE  
OF DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

VOTING AYE: \_\_\_\_\_

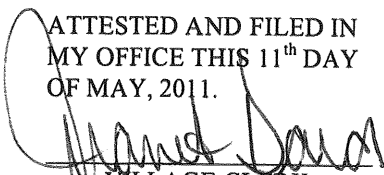
VOTING NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED this 11<sup>th</sup> day of May, 2011.

\_\_\_\_\_  
PRESIDENT OF THE VILLAGE OF  
DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

ATTESTED AND FILED IN  
MY OFFICE THIS 11<sup>th</sup> DAY  
OF MAY, 2011.  
  
VILLAGE CLERK



# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

June 8, 2011

### BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for Trustee Michael Smith attending a newly elected official conference Saturday, June 11, 2011 in the amount of \$50.00.

Trustee Corner Yes  No  (708) 203-8291

Trustee Roberts Yes  No  (708) 921-2347

Trustee Davis Yes  No  (708) 439-0627 *no answer*

Trustee Armstrong Yes  No  (708) 359-6916

Trustee J. Smith Yes  No  (773) 988-9249

Trustee M. Smith Yes  No  (708) 297-8909

Mayor Grimmett Yes  No  (708) 927-3229  
(Only If Necessary)

---

TOTAL Number Yes 5 No

ATTEST BY: Juanita Darden  
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

June 24, 2011  
BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS, ESTABLISHING THE POSITION OF PART TIME POLICE OFFICER. 11-KO-05

Trustee Corner	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708) 203-8291
Trustee Roberts	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> (708) 921-2347
Trustee Davis	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> (708) 439-0627
Trustee Armstrong	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> (708) 359-6916
Trustee J. Smith	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> (773) 988-9249
Trustee M. Smith	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> (708) 297-8909
Mayor Grimmatt (Only If Necessary)	Yes <input type="checkbox"/>	No <input type="checkbox"/> (708) 927-3229

*need to be discussed @ next meeting*

TOTAL Number Yes 2 No 4

ATTEST BY: Juanita Darden  
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

*Time 3:21 pm  
6/24/11  
gp*

AN ORDINANCE OF THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS, ESTABLISHING THE POSITION OF PART TIME POLICE OFFICER

WHEREAS, the Village of Dixmoor, Cook County, Illinois (the "Village"), is a duly organized municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, from time to time the Village finds it necessary to hire part time police officers to supplement its police force in accordance with 65 ILCS5/3.2-30-21; and

WHEREAS, the Village President and Board of Trustees feel it is in the best interest of the Village to outline the qualifications necessary to hire part time police officers.

NOW THEREFORE BE IT ORDAINED by the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Dixmoor, Cook County, Illinois, as follows:

SECTION I: To be eligible for part-time police officer for the Village of Dixmoor the candidate must be at least 21 years of age, have a valid drivers license and FOID card, no felony convictions, a citizen of the United States of America, must possess at least a part-time certification from the Illinois Law Enforcement Training and Standards Board, must have and provide a working telephone number, have proof of basic firearm training, And be able to work no less than 100 hours in a calendar year and no more than 1560 total hours in a calendar year.

Section II: That all Ordinances and Resolutions of parts thereof that conflict with herein are hereby repealed to the extent of any such conflict.

Section III: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED this 24 day of June, 2011.

VOTING AYE:

Yolanda Williams-Corner

Yvonne Davis

VOTING NAY:

Fitzgerald Roberts

Juditha Smith, Michael Smith, Dorothy Armstrong

ABSENT:

APPROVED:

Mayor  
Keevan A. Grimmert

Attest:

Village Clerk  
Juanita Darden

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

June 24, 2011

### BOARD TELEPHONE VOTE

This is a phone vote, text and email vote for making Ofc. Mathus to return back to full-time status.

Trustee Corner Yes  No  (708) 203-8291

Trustee Roberts Yes  No  (708) 921-2347

Trustee Davis Yes  No  (708) 439-0627 *L.M. 6/24/2011 2:36 pm*

Trustee Armstrong Yes  No  (708) 359-6916 *L.M. 6/24/2011 2:40 pm*

Trustee J. Smith Yes  No  (773) 988-9249 *need to be discussed @*

Trustee M. Smith Yes  No  (708) 297-8909 *next meeting.*

Mayor Grimmatt Yes  No  (708) 927-3229  
(Only If Necessary)

---

TOTAL Number Yes 2 No 4

ATTEST BY: \_\_\_\_\_  
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

June 24, 2011

Dear Mayor Grimmert & Village Trustees,

We have a COPS grant that we had to disengage from Ofc Mathus because at the Executive Session Meeting that was held on Wednesday June 22, you instructed me to return Ofc Mathus back to part-time status. When I returned him back to part-time status, the grant money stopped. We need to be using that grant money. We need to be using it now. We need to act expeditiously so we will not lose the benefits of the grant. Ofc Mathus was chosen by me to be paid by the COPS grant because he is a multi-certified officer along with being a state certified juvenile officer and a criminal investigator(Detective). Officer Mathus brings a lot of police skills and experience with him. It would be in the best interest and professional growth of this police department for you to take Officer Mathus back up to a full time officer. As your Police Chief, I am, humbly, asking you to expeditiously do a phone vote as soon as possible to make him full time so we don't get ourselves in a predicament of losing the grant. Thanks!

Chief Lanell Gilbert

**From:** Yolanda Williams-Corner <yoyodean@hotmail.com>

**To:** Attorney Bettie Lewis <belewis1@gmail.com>; Trustee Yvonne Davis <trusteeydavis@aol.com>; Trustee Dorothy Armstrong <armstr355@aol.com>; Trustee Judnita Smith <judlsmith@att.net>; Treasurer Jamie Kroll <krollj@sbcglobal.net>; TrusteeMike Smith <michaelsmith2247@att.net>; Clerk Juanita Darden <juanquan2006@aol.com>; Mayor Keevan Grimmett <mayorkg@aol.com>; Linda Gant Dixmoor Human Resource <imgantvod@att.net>; Chief Lanell Gilbert <lanellg@aol.com>

**Subject:** FW: COPS grant

**Date:** Fri, Jun 24, 2011 11:47 am

**Attachments:** COPSrequest.docx (14K)

---

Board members, please make a decision and lets save ICOPs Grant. ICOPS Grant presently in limbo.

Clerk Darden would you please get a phone vote decision. See Attachment from Chief Gilbert

Please forward a copy of this email to Trustee Roberts. Thanks

---

To: [yoyodean@hotmail.com](mailto:yoyodean@hotmail.com); [imgantvod@att.net](mailto:imgantvod@att.net); [mayorkg@aol.com](mailto:mayorkg@aol.com)

Subject: COPS grant

From: [dixmoorpolice@aol.com](mailto:dixmoorpolice@aol.com)

Date: Fri, 24 Jun 2011 14:19:00 -0400

**ORDINANCE NO: 11-KO-06**

**AN ORDINANCE ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE VILLAGE OF DIXMOOR, COOK COUNTY, ILLINOIS**

**WHEREAS**, the Village of Dixmoor, Cook County, Illinois (the "Village"), is a duly organized municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

**WHEREAS**, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

**WHEREAS**, raising real property tax to meet the increase in service demands would not be fair when the responsible party should be help accountable for their actions; and

**WHEREAS**, the Village President and Board of Trustees of the Village desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines; Now, Therefore

**NOW THEREFORE BE IT ORDAINED** by the Village President and Board of Trustees (the "Corporate Authorities") of the Village of Dixmoor, Cook County, Illinois, as follows:

**SECTION 1:** The Village Of Dixmoor shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which

may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

**SECTION 2:** A claim shall be filed to the responsible party through their insurance carrier. In some circumstances, the responsible party will be billed directly.

**SECTION 3:** The fire department's Village Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

**SECTION 4:** It is found and determined that all formal actions of this Village Board concerning and relating to the adoption of this Ordinance were adopted in open meetings of this Village Board, and that all deliberations of this Village Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the Village Board.

**SECTION 5:** This Ordinance shall be in full force and effect immediately upon its passage, approval and publication in the manner prescribed by law.


**SECTION 6:** Mitigation rates will only apply to persons who are not residents of Village. Residents within the Village boundaries currently subsidize these emergency service costs through their property taxes. Responses involving intoxicated drivers, hazmat clean-up, intentional and negligent acts or any act that violates any ordinance, local, state or federal statute may be subject to all applicable rates regardless of residency. For purposes of this section a resident is defined as: (a) any person who maintains his or her full time residence within the Village; or (b) is the majority owner of a business that operates from real property owned by the business located within the Village. (For purposes of this section a business includes any joint stock company, corporation, association, joint venture, limited liability company, club or partnership).

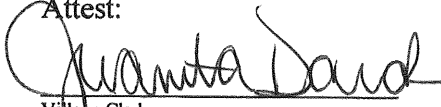
PASSED this 12<sup>th</sup> day of October, 2011

AYES:  Yolanda Williams Corner, Yvonne Davis, Dorothy Armstrong,  
Michael Smith, Juditha Smith Fitzgerald Roberts

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED:  
  
Mayor

Attest:  
  
Village Clerk



**EXHIBIT A**

**MITIGATION RATES**

Mitigation rates are based on actual costs. These rates are determined by the actual incident run (from the time a fire apparatus leaves the station until it returns to the station).

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

ORDINANCE NO. - 11-KO-07

VILLAGE OF DIXMOOR

AN ORDINANCE AUTHORIZING THE SALE OF  
MUNICIPALLY OWNED REAL ESTATE

WHEREAS, the Village of Dixmoor owns the following described real property:

Lot 6 and 7 in Block 8 in Chase and Dyer's Subdivision of that part of the Southwest ¼ of the Northwest ¼ lying East of the Western Ave. (Except so much thereof as lies within the North 10 Acres of said Southwest ¼ of the Northwest ¼ of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.;

which real property is generally located at 2316 Dixie Highway Dixmoor, Illinois 60426 and 2317 Dixie Highway Dixmoor, Illinois 60426 and currently serves no use to the Village of Dixmoor; and

WHEREAS, the corporate authorities of Village of Dixmoor have determined that it is no longer necessary, appropriate, or in the best interest of the municipality that it retain title to the real property, and that the real property is not required for the use of, or profitable to, the Municipality; and

WHEREAS, pursuant to Section 11-76-2 of the Illinois Municipal Code, 65 ILCS 5/11-76-2, notice has been given of the proposal to sell the real property and bids have been invited for the purchase of the real property, said notice having first been published on September 26, 2011, and having been published for three consecutive weeks in the "Star", a newspaper published in Cook County; and

WHEREAS, pursuant to said notice, bids were opened at the regular meeting of the corporate authorities held on October 26, 2011; and

WHEREAS, the following bids for the purchase of the real property have been received:

BIDDER	AMOUNT
<i>Konstantinos Kokkinos</i> _____	\$10,000.00 plus costs;

and

WHEREAS, the corporate authorities find and determine that the best interests of the Village of Dixmoor and its residents will be served by the acceptance of the bid submitted by *Konstantinos Kokkinos* and the sale of the real property to such bidder for

the amount of TEN THOUSSAND (\$10,000.00), which amount represents the highest bid;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Dixmoor, Cook County, Illinois, as follows:

**Section 1.** The foregoing recitals are incorporated herein as findings of the corporate authorities.

**Section 2.** The bid of *Konstantinos Kokkinos* in the amount of TEN THOUSSAND (\$10,000.00) is hereby accepted by the corporate authorities of the Village of Dixmoor for the sale of real property.

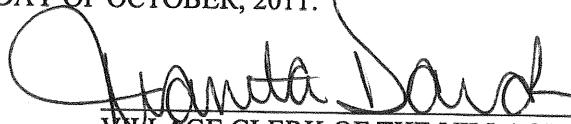
**Section 3.** The Mayor, Keevan Grimmatt is hereby authorized and directed to sign and the Village Clerk is hereby authorized and directed to attest a contract for the sale and purchase of the real property, which contract shall be in the form attached hereto as Exhibit A.

**Section 4.** Upon satisfaction of the terms of the aforesaid contract and upon the payment or securing of the aforesaid bid price in the manner provided in said contract, the Mayor is hereby authorized and directed to convey and transfer the real property to *Konstantinos Kokkinos* by a proper deed of conveyance, stating therein the aforesaid consideration, and the Village Clerk, Juanita Darden is hereby authorized to acknowledge and attest such deed and to affix thereto the seal of the Village of Dixmoor.

**Section 5.** The Mayor, Keevan Grimmatt, Clerk, Juanita Darden and Land Use Attorney, Adrian P. Zeno are hereby authorized, respectively, to execute and attest such other documents as may be necessary to the conveyance as herein authorized.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law

PASSED THIS 26<sup>th</sup> DAY OF OCTOBER, 2011.

  
VILLAGE CLERK OF THE VILLAGE  
OF DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

VOTING AYE:

Trustee Yolanda Williams-Corner  
Trustee Dorothy Amstrong Trustee Michael Smith  
Trustee Juditha Smith, Trustee Fitzgerald Roberts

VOTING NAY:

None

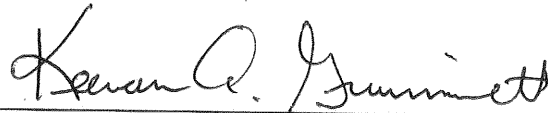
ABSENT:

Trustee Yvonne Davis

ABSTAIN:

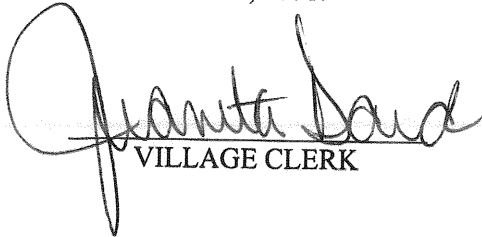
None

APPROVED this 26<sup>th</sup> day of October, 2011.



PRESIDENT OF THE VILLAGE OF  
DIXMOOR, COUNTY OF COOK,  
STATE OF ILLINOIS

ATTESTED AND FILED IN  
MY OFFICE THIS 26<sup>th</sup> DAY  
OF OCTOBER, 2011.

  
VILLAGE CLERK

# OFFICE OF THE CLERK

Juanita Darden, Village Clerk  
Deputy Clerk, Brandy May

## VILLAGE OF DIXMOOR

170 West 145<sup>th</sup> Street Dixmoor, Illinois 60426-1108  
General Office Phone (708) 389-6121  
Fax (708) 389-2311

July 21, 2011  
BOARD TELEPHONE VOTE

This is a phone vote, text and email vote to purchase Dragon Naturally Speaking Premium 11 Recorder for Village Clerk Juanita Darden in the amount of \$299.99 plus tax.

Trustee Corner	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(708) 203-8291	7/25/2011
Trustee Roberts	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(708) 921-2347	7/25/2011
Trustee Davis	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(708) 439-0627	7/25/2011
Trustee Armstrong	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(708) 359-6916	7/25/2011
Trustee J. Smith	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(773) 988-9249	7/26/2011
Trustee M. Smith	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	(708) 297-8909	7/25/2011
Mayor Grimmatt (Only If Necessary)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	(708) 927-3229	

---

TOTAL Number Yes 6 No 0

ATTEST BY:   
JUANITA DARDEN VILLAGE CLERK

Signature of person authorized to call Trustees & Mayor on the above call list.

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CRESTWOOD, IL 60445  
(708) 396-3360

When you provide a check as payment, you authorize us to use information from your check to process a one-time Electronic Funds Transfer (EFT) or draft drawn from your account, or process the payment as a check transaction. You also authorize us to process credit adjustments, if applicable. If your payment is returned unpaid, you authorize us to collect your payment and the Return Fee amount below by EFT(s) or draft(s) from your account. If you are presenting a corporate check, you make these representations as an authorized corporate representative.

RETURN FEE AMOUNT: \$25.00

ELECTRONIC CHECK

Transaction 4954  
Associate ID 00412217  
Phone # 708-396-3360  
Merchant Trace ID 002811072600044954  
Check Number 014418  
Trace ID 140031000006531405618  
Approval Code 8269  
Check Amount \$299.99  
Merchant # 36470028  
Register # 04  
Date/Time 7/26/2011 5:01:46 PM

Questions? 1-800-366-2425

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(708) 396-3360

**SALE**

780420122789	\$299.99 X
Dragon Prem 11 Rec Mobile	
<hr/>	
SubTotal	\$299.99
TOTAL	\$299.99
Electronic Check	\$299.99
Check number 014418	
Authorization 8269	

31747516  
0028 00004 49546 9 07/26/11  
00412217 05:01:46 PM

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VILLAGE OF DIXMOOR  
GENERAL ACCOUNT  
170 W 145TH ST  
DIXMOOR, IL 60426-1068

14418  
2-179710

PAY TO THE ORDER OF

Office Max

VOID VOID VOID VOID VOID  
ELECTRONIC CHECK PROCESSED



South Holland, IL 60478

FOR Dragon Naturally Speaking

DATE July 26, 2011

\$ 209.99

DOLLARS

VOID VOID VOID VOID VOID  
ELECTRONIC CHECK PROCESSED

James Doych  
James C. Gurnett

VOID VOID VOID VOID VOID  
ELECTRONIC CHECK PROCESSED

Security Features on Back of Card

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