VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA

OCTOBER 16, 2017  7:00pm

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PRESENTATIONS
   CMAP Final Report.

D. AWARDS, HONORS, AND SPECIAL RECOGNITIONS.

E. MINUTES OF PREVIOUS MEETING OCTOBER 2, 2017.

F. AUDIENCE PARTICIPATION

G. REPORTS
   1. Administrator
   2. Department Heads
      a. Public Infrastructure/Code Enforcement Director
      b. Fire Chief
      c. Police Chief
      d. EMA Chief
      e. Community Center Director
      f. Assistant Village Administrator
      g. Housing and Community Development Director
   3. Attorney
   4. Treasurer
   5. Trustee/Liaison
   6. Clerks Report
   7. Mayor’s Report

H. PAYING OF THE BILLS

I. CORRESPONDENCE
J. UNFINISHED BUSINESS:

RESOLUTION NO. 1115  A RESOLUTION APPROVING A REAL ESTATE CONTRACT TO SELL SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS.

Second Appraisal of 22910 Lahon Road.

K. NEW BUSINESS:

ORDINANCE NO. 1177  AN ORDINANCE ADOPTING CHAPTER 82, SECTIONS 82-525.1 THROUGH 82-525.17 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING THE REGULATION OF THE IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY FOR THE VILLAGE OF STEGER, ILLINOIS.

ORDINANCE NO. 1178  AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FOR THE VILLAGE OF STEGER

Discussion and possible approval of "Miracle on 34th Street"

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

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

The Board of Trustees convened in regular session at 7:00 P.M. on this 2nd day of
October, 2017 in the Municipal Building of the Village of Steger, with Mayor Kenneth
A. Peterson, Jr. presiding and Village Clerk Joseph M. Zagone, Jr. attending.

Village Clerk Zagone called the roll. The following Trustees were present; Joyce,
Perchinski, Sarek, Skrezyna and Buxton. Trustee Lopez was absent. Also present
were; Assistant Village Administrator Mary Jo Seehausen, EMA Chief Tom Johnston,
Community Center Director Diane Rossi, Director of Public Infrastructure Dave
Toepper, Police Chief Ken Boehm and Fire Chief Nowell Fillion.

Mayor Peterson called for a moment of silence recognizing the tragedy in Las Vegas
overnight and honoring those that suffer there.

SPECIAL PRESENTATION

Representatives of Citgo shared architect's renderings of proposed improvements.
The renderings include a liquor store and convenience store on the main level with a
lower level for storage of merchandise and an upper level with a sports bar themed
restaurant and two apartments on the upper floor. Thirty five parking spaces will be
provided for customers, employees and tenants. Trustee Perchinski expressed
concern that the modern glass front of the building may be too modern for the more
historic downtown area the Village envisions. Mayor Peterson explained that Citgo's
first drawings did not include any brick on the front of the building and that has been
corrected. There will be six gas pumps with two on each side and enclosed garbage
area. The project will cost Citgo an estimated $3,000,000. Citgo has not yet
determined whether it will request a video gaming permit in the upstairs restaurant.
Mayor Peterson requested a roll call of support for the project. The following Trustees
voted aye in support of the Citgo plan; Joyce, Perchinski, Sarek, Skrezyna and
Buxton. Mayor Peterson voted in support of the project.

MINUTES

Trustee Sarek made a motion to approve the minutes of the previous Board meeting,
as all members have copies. Trustee Joyce requested two corrections made to his
report of September 18. Trustee Perchinski seconded the motion with the corrections.
Voice vote; all ayes. Motion carried.

AUDIENCE PARTICIPATION-

Mary Laws of 3447 Jennifer Court asked for an update on the hydrant flushing as
discussed at September 18th Board Meeting. Infrastructure Director Toepper
explained that work was to begin last week, but is now expected late this week.
Flushing will begin with Halsted.
MINUTES OF OCTOBER 2, 2017 – page 2

Lorry Hill of 65 E. 34th Street has concerns about the “Steger House” at 67 E. 34th Street. Ms. Hill reported that according to her survey, the fence of 67 E. 34th Street is on her property. Director Toepper suggested such concern would have to be addressed civilly. She also reported noisy vulgar language coming from the property. Police Chief Boehm stated his department always encourages residents to call the Police regarding such disturbances.

Steve Thurmond of 3443 Butler thanked the Board for allowing T3 to hold tag days a few weeks ago. T3 did not tag both weekend days, only Sunday. T3 raised $641 from 10am to 3pm. Mr. Thurmond explained that T3 is a parents group in support of the Bloom Trail Drama program.

REPORTS

Village Administrator Tilton was absent.

Assistant Administrator Mary Jo Seehausen reported the permits for the Quiet Zone have been received. The next step is the funding of the Quiet Zone.

Director of Public Infrastructure referred to his weekly report.

Fire Chief Nowell Fillion referred to his weekly report. Chief Fillion added that his Department is selling breast cancer awareness t-shirts at $15 each. Call or stop by the Fire House to purchase one. Firefighter Aaron Anderson explained that money raised from t-shirt sales supports breast cancer patients.

Chief Fillion reported the annual Fire Department Open House will be held on Sunday from 10am to noon kicking off Fire Prevention Week.

Police Chief Ken Boehm referred to his weekly report and invited the audience to “Coffee with a Cop” this Wednesday, October 4th at the Community Center from 7am to 9am.

EMA Chief Tom Johnston had nothing to report.

Community Center Director Diane Rossi referred to her weekly report.

Housing and Community Development Director Alice Peterson was absent.

Village Attorney was absent.

TRUSTEES’ REPORTS

Trustee Buxton referred to his financial report. His report is attached to the official minutes.
Trustee Skrezyna asked that updates on the hydrant flushing project be shared on website and social media. Director Seehausen stated the information will be on social media and signs will be posted in the affected areas and getting the word out.

Trustee Lopez was absent.

Trustee Sarek had no report.

Trustee Perchinski had no report.

Trustee Joyce At the IML Conference, Trustee Joyce met with a gentleman dealing with retail trends, what retailers are looking for and how they profile towns. He provided a list of items retailers look for on a Village websites. If these items are not found on the website, retailers pass that village by without consideration. Trustee Joyce will work with Mr. Wenzel to have information added to the Village’s website. Mr. Joyce learned that 90% of all retail business is still brick and mortar buildings, most big box stores are downsizing

Alcohol Policy Resource Center assists local municipalities and law enforcement in prevention of underage drinking. They provide free service to municipalities in writing local ordinances.

CLERK’S REPORT - no report.

PRESIDENT PETERSON expressed his condolences to Village Administrator Mike Tilton and his family in the passing of him mother. Mayor Peterson asked that everyone keep them in your prayers.

BILLS

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

CORRESPONDENCE - none

UNFINISHED BUSINESS

Trustee Joyce made a motion to table RESOLUTION NO. 1115 A RESOLUTION APPROVING A REAL ESTATE CONTRACT TO SELL SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS until after after Second Appraisal of 22910 Lahon Road in New Business. Trustee Skrezyna seconded the motion. Voice vote. All ayes. Motion carried.
MINUTES OF OCTOBER 2, 2017 – page 4

Trustee Perchinski made the motion to approve the Business License application of Unimode Woodworking, Inc. at 3205 Loverock, pending inspections. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to approve the donation Agreement between the Village of Crete and the Village of Steger. Trustee Sarek seconded the motion. Trustee Perchinski explained this is the property on State and Steger Road. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Mr. Edward Glowacki has been in talks with Mr. Tilton and an attorney regarding 22910 Lahon. Mr. Glowacki lives at 22916 Lahon and has expressed interest in purchasing 22910. Two appraisals were done on the property one at $15,000. And one at $8,500. The building on the property has been demolished. Mr. Glowacki has attempted to purchase the property from ReMax and from Key Say Corporation. Mr. Glowacki is happy to see the structure demolished and is interested in purchasing the property. He wants to know where to go from here. Mayor Peterson states that there is a question because there are two appraisals. Assistant Administrator Seehausen has not discussed the appraisals with Village Attorneys at this time. Director Seehausen will contact the Village Attorneys for direction. Mr. Glowacki's initial offer was for $10,000. Trustee Skrezyna suggested $10,000 seems to be a fair price.

Trustee Joyce made a motion to table the second appraisal for 22910 Lahon and direct the Village Administrator to turn it over to the attorneys to finalize an agreement. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to donate $500.00 to T3 to help with funding of Bloom Trail High School Theatre Group Troupe, for costumes, stage props, backdrops and other related costs. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve Trick or Treat hours on Halloween, Tuesday October 31, 2017 from 3 to 7pm. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Skrezyna made a motion to approve the Annual Halloween Bonfire at Veterans Park on October 31 at 6:00pm. Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.
MINUTES OF OCTOBER 2, 2017 – page 5

After discussion, regarding services, counselling, service hours, parking, security, etc Trustee Joyce made a motion to table the Business License Application of New Hope Community Service Center at 3201 Union Avenue. Trustee Perchinski suggested New Hope Community Service Center representatives deal with Village Administrator. Trustee Sarek seconded the motion. Voice vote; all ayes. Motion carried.

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

MEETING ADJOURNED AT 7:54 pm

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Kenneth A. Peterson, Jr., Village President

_________________________
Joseph M. Zagone, Jr., Village Clerk
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MUNICIPAL SYSTEMS, INC                173137      |                     |
MUNICIPAL SYSTEMS, INC                14573       |                     |

**TOTAL FOR FUND 01**                          DEPT. 06         = 2708.20

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**CHUCK'S COMPRESSOR INC**  
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MAINT-TOOLS & WOR    230.00

**DINGES FIRE COMPANY**  
41740  
02-00-31800  
MAINT-TOOLS & WOR    214.95

**EASTCOM**  
17S210-173310  
02-00-31801  
MAINT-RADIOS        87.50

**O'REILLY AUTO PARTS**  
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02-00-31805  
MAINT-VEHICLES      4.99

**O'REILLY AUTO PARTS**  
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MAINT-VEHICLES      27.21

**R & R MAINTENANCE FIRE & FLEET**  
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**HERITAGE F/S, INC.**  
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**ACE HARDWARE IN STEGER**  
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02-00-33501  
SHOP SUPPLIES     1.30

**CINTAS CORPORATION #319**  
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02-00-33501  
SHOP SUPPLIES     32.45

**ELMER & SON LOCKSMITHS INC**  
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SHOP SUPPLIES     23.00

**ELMER & SON LOCKSMITHS INC**  
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SHOP SUPPLIES     18.00

**FASTENAL COMPANY**  
ILSTE142010  
02-00-33501  
SHOP SUPPLIES     4.49

**MENARD'S - MATTESON**  
56450  
02-00-33501  
SHOP SUPPLIES     6.34

**AIRGAS USA LLC**  
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02-00-33702  
AMBULANCE SUPPLIES 69.56

**MERTS HVAC**  
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02-00-33703  
MAINTENANCE CONTR   76.67

**MW LEASING COMPANY LLC**  
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02-00-33901  
RENTAL EQUIPMENT   253.66

**EASTCOM**  
17S210-173310  
02-00-34252  
EASTCOM DISPATCH   3317.00

**FIREHOSE DIRECT**  
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NEW-TOOLS & WORK   140.31

**NFPA**  
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**TOTAL FOR FUND 04 DEPT. 00**

|                          |         |            |            |                  | 25523.11 |

**TOTAL FOR FUND 04**

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THORN CREEK BASIN SANITARY DISTRICT
SEPTEMBER 2017
|                          |         |            |            |                  | 23962.84 |

REPUBLIC SERVICES #721
|                          |         |            |            |                  | 53466.70 |

BRTES TRANSPORTATION LTD
|                          |         |            |            |                  | 1044.53 |

GALLAGHER MATERIALS CORP 3142
|                          |         |            |            |                  | 268.94 |

RICH SEALCOATING INC RS-1030
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RICH SEALCOATING INC RS-1031
|                          |         |            |            |                  | 1400.00 |

RICH SEALCOATING INC RS-1032
|                          |         |            |            |                  | 1050.00 |

CORE & MAIN H753405
|                          |         |            |            |                  | 221.79 |

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TOTAL FOR FUND 15: 4233.07

TOTAL FOR FUND 15: 4233.07

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TOTAL FOR FUND 16: 326.97

TOTAL FOR FUND 16: 326.97

** TOTAL CHECKS TO BE ISSUED: 154771.82

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TOTAL FOR FUND 15 DEPT. 00 25966.00

TOTAL FOR FUND 15 25966.00

** TOTAL MANUAL CHECKS LISTED 25966.00

** TOTAL OF ALL LISTED CHECKS 180737.82
THE VILLAGE OF STEGER
COOK AND WILL COUNTIES, ILLINOIS

RESOLUTION NUMBER 11/15

A RESOLUTION APPROVING A REAL ESTATE CONTRACT
TO SELL SURPLUS REAL ESTATE OWNED BY THE
VILLAGE OF STEGER, COOK AND WILL COUNTIES,
ILLINOIS.

KENNETH A. PETERSON, JR., Village President
JOSEPH M. ZAGONE, JR., Village Clerk
MICHAEL J. TILTON, Village Administrator

LEONARD SKREZYNA, JR.
MICHAEL SAREK
TIM PERCHINSKI
ERNIE LOPEZ, JR.
WILLIAM J. JOYCE
RYAN A. BUXTON
Trustees
RESOLUTION NUMBER 1115

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

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of the Village of Steger have resolved under Resolution Number 1112 to declare the property commonly known as 22910 Lahon Road as "Surplus Property"; and

WHEREAS, pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) (the "Code"), the corporate authorities of a municipality desiring to declare a property Surplus Real Estate and sell it may accept any contract proposal determined by them to be in the best interest of the municipality by a vote of two-thirds of the corporate authorities then holding office; and

WHEREAS, the Corporate Authorities have by a two-thirds or greater vote determined that it is in the best interests of the Village and its residents to accept and approve the attached real estate offer;

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

1. That the attached Residential Real Estate Purchase Offer concerning the purchase of the property commonly known as 22910 Lahon Road is hereby accepted and approved by the Corporate Authorities;

2. That the officers, employees and/or agents of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the transaction contemplated herein and shall take all acts necessary in conformity therewith including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the applicable agreements for the sale of the Property. Any and all actions previously performed by officials, employees and/or agents of the Village in connection with carrying out and consummating the transaction(s) contemplated by this Resolution are hereby authorized, approved and ratified by this reference. The Village President, Village Administrator, Village Clerk and/or Village Prosecutor are hereby authorized to execute any and all documents necessary to the completion of the transaction contemplated by said contract.
Adopted this 16th Day of October, 2017 pursuant to a roll call vote as follows:

<table>
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<th>TRUSTEE/OFFICIAL</th>
<th>YES</th>
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<th>ABSENT</th>
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<tr>
<td>Leonard Skrezyka, Jr.</td>
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<td>Ryan A. Buxton</td>
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<td>Kenneth A. Peterson, Jr.,</td>
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<tr>
<td>Village President</td>
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APPROVED by the Village President on October 16, 2017.

Kenneth A. Peterson, Jr.
Village President

ATTEST:

Joseph M. Zagone, Jr.
Village Clerk
6. CLOSING: Closing shall be on 45 days-after-contract accepte , 20 or at such time as mutually agreed by the Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will issue the Owner’s Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

7. POSSESSION: Unless otherwise provided in Paragraph 40, Seller shall deliver possession to Buyer at Closing. Possession shall be deemed to have been delivered when Seller has vacated the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller’s Brokerage.

8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE. This Contract is contingent upon Buyer obtaining a [check one] □ fixed; □ adjustable; [check one] □ conventional; □ FHA/VA (if FHA/VA is chosen, complete Paragraph 37); □ other_________________________ loan for ___% of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _______% per annum, amortized over not less than _____ years. Buyer shall pay loan origination fee and/or discount points not to exceed _______% of the loan amount. Buyer shall pay the cost of application, usual and customary processing fees and closing costs charged by lender. Complete Paragraph 35 if closing cost credits apply. Buyer shall make written loan application within five (5) Business Days after the Date of Acceptance and shall cause an appraisal of Real Estate to be ordered by the lender no later than ten (10) Business Days after the Date of Acceptance; failure to do either shall constitute an act of Default under this Contract.

If Buyer, having applied for the loan specified above [complete both a) and b]):

a) is unable to provide written evidence that the loan application has been submitted for underwriting approval by Buyer’s lender on or before ________________ 20 (if no date is inserted, the date shall be thirty (30) days after the Date of Acceptance) either Buyer or Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

b) is unable to obtain a written “Clear to Close” from Buyer’s lender on or before ________________ 20 (if no date is inserted, the date shall be forty-five (45) days after the Date of Acceptance) either Buyer or Seller shall have the option of declaring this Contract terminated by giving Notice to the other Party not later than two (2) Business Days after the date specified herein or any extension date agreed to by the Parties in writing.

A Party causing delay in the loan approval process shall not have the right to terminate under either of the preceding paragraphs. In the event neither Party elects to declare this Contract null and void as of the latter of the dates specified above (as may be amended from time to time), then this Contract shall continue in full force and effect without any loan contingencies.

Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer’s existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this paragraph if Buyer obtains a loan commitment in accordance with the terms of this paragraph even though the loan is conditioned on the sale and/or closing of Buyer’s existing real estate.

9. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer:

[check one] □ has □ has not received a completed Illinois Residential Real Property Disclosure;

[check one] □ has □ has not received the EPA Pamphlet, “Protect Your Family From Lead In Your Home”;

[check one] □ has □ has not received a Lead-Based Paint Disclosure;

[check one] □ has □ has not received the IEMA, “Radon Testing Guidelines for Real Estate Transactions”;

[check one] □ has □ has not received the Disclosure of Information on Radon Hazards.
10. PRORATIONS: Proratable items shall include without limitation, rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are $___________ per ___________ (and, if applicable Master/Umbrella Association fees are $___________ per ___________). Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity) confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes shall be prorated as of the date of Closing based on ______________ % of the most recent ascertainable full year tax bill. All prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of this Paragraph shall survive the Closing.

11. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:
   a) Approve this Contract; or
   b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
   c) Propose modifications except for the Purchase Price. If within ten (10) Business Days after the Date of Acceptance written agreement is not reached by the Parties with respect to resolution of the proposed modifications, then either Party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or
   d) Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither Party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph 11 c). If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: Buyer may conduct at Buyer’s expense (unless otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation.
   a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects and are not a part of this contingency. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this paragraph. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. The home inspection shall cover only the major components of the Real Estate, including but not limited to central heating system(s), central cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition if it performs the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If radon mitigation is performed, Seller shall pay for any retest.
   b) Buyer shall serve Notice upon Seller or Seller’s attorney of any defects disclosed by any inspection for which Buyer requests resolution by Seller, together with a copy of the pertinent pages of the inspection reports.

Buyer Initial __________ Buyer Initial __________ Seller Initial __________ Seller Initial __________
Address: 22810 Lahon Road, Steger, Illinois 60475 (VACANT LOT)
within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
null and void.

(c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller
within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Said Notice
shall not include any portion of the inspection reports unless requested by Seller.

(d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
waiver of Buyer’s rights to terminate this Contract under this Paragraph 12 and this Contract shall remain
in full force and effect.

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an
Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business
Days after the Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice
with proof of same to Seller within time specified, this Contract shall be null and void. If Notice is not
served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract
shall remain in full force and effect.

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is
located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to
Seller within ten (10) Business Days after the Date of Acceptance or by the date specified in Paragraph 8(a),
whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full
force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property
Disclosure Act.

15. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: (If applicable) The Parties agree that the terms
contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
conflicting terms.

(a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions
of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all
amendments; public and utility easements including any easements established by or implied from the
Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions
imposed by the Condominium Property Act; installments due after the date of Closing of general
assessments established pursuant to the Declaration/CCRs.

(b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
special assessments confirmed prior to the Date of Acceptance.

(c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between
the Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement
relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

(d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
no later than the time period provided for by law. This Contract is subject to the condition that Seller be able
to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
appearance of Buyer or additional documentation, Buyer agrees to comply with same.

Buyer Initial _______ Buyer Initial _______ Seller Initial _______ Seller Initial _______
Address: 22910 Lahon Road, Steger, Illinois 60475 (VACANT LOT) ___________________________ v6.0
Page 4 of 13
e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the receipt of the documents and information required by this Paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

f) Seller shall not be obligated to provide a condominium survey.

g) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's Designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection requirement, municipal Transfer Tax or other similar ordinances. Transfer taxes required by municipal ordinance shall be paid by the Party designated in such ordinance.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 16. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way, easements, use and measurements of all parcel lines. The land surveyor shall set

Buyer Initial _______ Buyer Initial _______ Seller Initial _______ Seller Initial _______
Address: 22910 Lahn Road, Steger, Illinois 60475 (VACANT LOT) v6.0
Page 5 of 13
monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior to delivery of the deed the
Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
earnest money) or accepting the Real Estate 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
damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
shall be applicable to this Contract, except as modified by this paragraph.

21. CONDITION OF REAL ESTATE AND INSPECTION: Seller agrees to leave the Real Estate in broom clean
condition. All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real
Estate at Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate,
fixtures and included Personal Property prior to Possession to verify that the Real Estate improvements and
included Personal Property are in substantially the same condition as of the Date of Acceptance, normal wear
and tear excepted.

22. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for
the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
Closing. When the exact amount of the taxes be prorated under this Contract can be ascertained, the taxes
shall be prorated by Seller’s attorney at the request of either Party and Seller’s share of such tax liability after
proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller’s
obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess
promptly upon demand.

23. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing.
Seller represents that with respect to the Real Estate Seller has no knowledge of nor has Seller received any
written notice from any association or governmental entity regarding:

a) zoning, building, fire or health code violations that have not been corrected;
b) any pending rezoning;
c) boundary line disputes;
d) any pending condemnation or Eminent Domain proceeding;
e) easements or claims of easements not shown on the public records;
f) any hazardous waste on the Real Estate;
g) any improvements to the Real Estate for which the required initial and final permits were not obtained;
h) any improvements to the Real Estate which are not included in full in the determination of the most recent tax assessment; or
i) any improvements to the Real Estate which are eligible for the home improvement tax exemption.

Seller further represents that:

[Initial] ___________ There [check one] □ is □ is not a pending or unconfirmed special assessment
affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
[Initial] ___________ The Real Estate [check one] □ is □ is not located within a Special Assessment Area or
Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

Buyer Initial _______ Buyer Initial _______ Seller Initial _______ Seller Initial _______
Address: 22810 Lahon Road, Steger, Illinois 60475 (VACANT LOT)
All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
matters that require modification of the representations previously made in this Paragraph 23, Seller shall
promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
terminate this Contract by Notice to Seller and this Contract shall be null and void.

24. 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.

25. FACSIMILE OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of
executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall
be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be
produced by scanning an original, hand-signed document and transmitting same by facsimile. An acceptable
digital signature may be produced by use of a qualified, established electronic security procedure mutually
agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually
acceptable electronic method, such as creating a PDF (“Portable Document Format”) document incorporating
the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this
Contract may be terminated by either Party, the following shall be deemed incorporated: “and Earnest Money
refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
competent jurisdiction.”

In the event either Party has declared the Contract null and void or the transaction has failed to close as
provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court
order, the Escrowee may elect to proceed as follows:

a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee
intends to disburse in the absence of any written objection. If no written objection is received by the date
indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice
to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest
Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a
court of competent jurisdiction.

b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds
deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable
attorney’s fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to
reimburse Escrowee for the costs and attorney’s fees, Buyer and Seller shall jointly and severally indemnify
Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 32 c) 2) regarding the manner of service for “kick-out” Notices, 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 the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

a) By personal delivery; or

b) By mailing 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 facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted

Buyer Initial _______ Buyer Initial _______ Seller Initial _______ Seller Initial _______
Address: 22810 Lahon Road, Stager, Illinois 60475 (VACANT LOT)
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 e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
transmission, provided that, 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. An attorney or Party may
opt out of future e-mail Notice by any form of Notice provided by this Contract; 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.

28. 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.

29. CHOICE OF LAW AND GOOD FAITH: All terms and provisions of this Contract including but not limited to the
Attorney Review and Professional Inspection paragraphs shall be governed by the laws of the State of Illinois and
are subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

30. OTHER PROVISIONS: This Contract is also subject to those OPTIONAL PROVISIONS initiated by the Parties
and the following additional attachments, if any: a. Seller shall remove house/garage, including foundation and fill holes to grade.
b. Seller shall remove all personal property and debris from real estate prior to closing. c. Seller to open-up existing drainage ditch.

OPTIONAL PROVISIONS (Applicable ONLY if initiated by all Parties)

[Initials] ____________ 31. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously
consented to __________________________ (Licensee) acting as a Dual Agent in providing
brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
transaction referred to in this Contract.

__________ 32. SALE OF BUYER'S REAL ESTATE:

a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as “Buyer’s real estate”) with the address of:

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

2) Buyer [check one] ☐ has ☐ has not entered into a contract to sell Buyer’s real estate.

If Buyer has entered into a contract to sell Buyer’s real estate, that contract:

a) [check one] ☐ is ☐ is not subject to a mortgage contingency.

b) [check one] ☐ is ☐ is not subject to a real estate sale contingency.

c) [check one] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [check one] ☐ has ☐ has not listed Buyer’s real estate for sale with a licensed real estate broker and
in a local multiple listing service.

4) If Buyer’s real estate is not listed for sale with a licensed real estate broker and in a local multiple listing
service, Buyer [check one]:

a) ☐ Shall list real estate for sale with a licensed real estate broker who will place it in a local multiple
listing service within five (5) Business Days after Date of Acceptance.

[For information only] Broker: ________________________________

Broker’s Address: ________________________________ Phone: ________________

b) ☐ Does not intend to list said real estate for sale.

______________ Buyer Initial _____________ Seller Initial _____________

Address: 22910 Lahon Road, Steger, Illinois 60475 (VACANT LOT) _____________ v6.0

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b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer’s real estate that is in full force and effect as of ________________, 20 ____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer’s real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer’s real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)

2) In the event Buyer has entered into a contract for the sale of Buyer’s real estate as set forth in Paragraph 32 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer’s real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer’s real estate on or before ________________, 20 ____. If Notice that Buyer has not closed the sale of Buyer’s real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 32, and this Contract shall remain in full force and effect.

3) If the contract for the sale of Buyer’s real estate is terminated for any reason after the date set forth in Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.

c) SELLER’S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have ________ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to Paragraph 32 d).

2) Seller’s Notice to Buyer (commonly referred to as a ‘kick-out’ Notice) shall be in writing and shall be served on Buyer, not Buyer’s attorney or Buyer’s real estate agent.Courtesy copies of such ‘kick-out’ Notice should be sent to Buyer’s attorney and Buyer’s real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:

a) By personal delivery effective at the time and date of personal delivery; or

b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or

c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.

3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.

4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by Buyer, this Contract shall be null and void.
5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.

6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller’s attorney or representative.

d) WAIVER OF PARAGRAPH 32 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of $__________, in the form of a cashier’s or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

e) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller’s agent to verify representations contained in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before ____________20____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. Seller’s notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

34. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of $__________. Evidence of a fully pre-paid policy shall be delivered at Closing.

36. CREDIT AT CLOSING: Provided Buyer’s lender permits such credit to show on the HUD-1 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit $_________ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8 SHALL NOT APPLY (CHOOSE ONLY ONE):

a) Transaction With No Mortgage (All Cash): If this selection is made, Buyer will pay at closing, in the form of “Good Money” the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller’s attorney or Seller’s broker that may be reasonably necessary to provide the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller’s obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or closing of Buyer’s existing real estate.

b) Transaction, Mortgage Allowed: If this selection is made, Buyer will pay at closing, in the form of “Good Funds” the difference (plus or minus prorations) between the Purchase Price and the amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller, Seller’s attorney or Seller’s broker that may be reasonably necessary to prove the availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and
promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon
Buyer obtaining a commitment for financing. Buyer understands and agrees that, so long as Seller has fully
complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller,
whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall
constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.
Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
closing of Buyer's existing real estate.

37. VA OR FHA FINANCING: If Buyer is seeking VA or FHA financing, required FHA or VA
amendments and disclosures shall be attached to this Contract. If VA, the Funding Fee, or if FHA, the Mortgage
Insurance Premium (MIP) shall be paid by Buyer and [check one] ☐ shall ☐ shall not be added to the mortgage loan amount.

38. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well
water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria
and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental
Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to
Closing, stating that the well and water supply and the private sanitary system are in operating condition with no
defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that
if the cost of remediying a defect or deficiency and the cost of landscaping together exceed $3,000.00, and if the
Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by
either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report
recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a
mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to
Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than one (1) Business Day prior to Closing.

39. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12,
within ten (10) Business Days after the Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written
report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the
appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of
active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the
report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business
Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

40. POST CLOSING POSSESSION: Possession shall be delivered no later than 11:59 P.M. on the
date that is ________ days after the date of Closing ("the Possession Date"). Seller shall be responsible for all
utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall
deposit in escrow at Closing with ___________________________ [check one] ☐ one percent (1%)
of the Purchase Price or ☐ the sum of $_________________ to be paid by Escrowee as follows:

a) The sum of $_________________ per day for use and occupancy from and including the day after Closing to
and including the day of delivery of Possession, if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Buyer Initial _______ Buyer Initial _______ Seller Initial _______ Seller Initial _______
Address: 22910 Lahon Road, Steger, Illinois 60475 (VACANT LOT)

Page 11 of 13
c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have been satisfied. Seller’s liability under this paragraph shall not be limited to the amount of the possession escrow deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

41. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is" condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known defects, if any, disclosed by Seller. Buyer may conduct an inspection at Buyer’s expense. In that event, Seller shall make the Real Estate available to Buyer’s inspector at reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5) Business Days after the Date of Acceptance, this Contract shall be null and void. Buyer’s notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated to send the inspection report to Seller absent Seller’s written request for same. Failure of Buyer to notify Seller or to conduct said inspection operates as a waiver of Buyer’s right to terminate this Contract under this paragraph and this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the warranty provisions of Paragraph 5 do not apply to this Contract.

42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real Estate by Buyer’s Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer’s Specified Party does not approve the Real Estate and Notice is given to Seller within the time specified, this Contract shall be null and void. If 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.

43. INTEREST BEARING ACCOUNT: Earnest money (with a completed W-9 and other required forms), shall be held in a federally insured interest bearing account at a financial institution designated by Escrowee. All interest earned on the earnest money shall accrue to the benefit of and be paid to Buyer. Buyer shall be responsible for any administrative fee (not to exceed $100) charged for setting up the account. In anticipation of Closing, the Parties direct Escrowee to close the account no sooner than ten (10) Business Days prior to the anticipated Closing date.

MISCELLANEOUS PROVISIONS: Buyer’s and Seller’s obligations are contingent upon the Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

☐ Articles of Agreement for Deed
☐ Assumption of Seller’s Mortgage
☐ Commercial/Investment

☐ Purchase Money Mortgage
☐ Cooperative Apartment
☐ New Construction

☐ Short Sale
☐ Tax-Deferred Exchange
☐ Vacant Land

[LINES 508-511 LEFT INTENTIONALLY BLANK]
APPRAISAL OF REAL PROPERTY

LOCATED AT
22910 Lahoe Rd
Steger, IL 60475
Lot 65 in Moltkens Miller Woods

FOR
Village of Steger
3320 Lewis Ave
Steger, IL 60475

OPINION OF VALUE
$15,000

AS OF
09/25/2017

BY
Michael A Szatkowski - IL
Arvis Appraisals LLC
425 Joliet Street, Suite 323
Dyer, IN 46311
(219) 855-0892
ms@arvisappraisals.com
LAND APPRAISAL REPORT

Borrower: N/A
Census Track: 3207.00
Map Reference: 1697

Property Address: 22910 Lahon Rd
City: Steger
County: Calumet
State: IL
Zip Code: 60475

Legal Description: Lot 65, in McElroy Miller Woods
Tax Id No. 21-20-10-008-001-0000

Appraiser: Michael A. Szatkowski - IL
Appraiser Address: 3320 Lewis Ave, Steger, IL 60475

Location: Urban
Built Up: Over 75%
Rapid: Under 25%
Change in Plant: Not Likely

Ownership: Owner
One-Unit Price Range: $10,000 to $36,000
Predominant Use: Land Use: Vacant

One-Unit Age Range: 0 yrs. to 75 yrs.

Comments: This property is located in a bedroom community comprising of single familiy detached residences of various design ages and square footage. The location is convenient to schools, shopping and other amenities. No adverse land use conditions were noted.

Dimensions: 199’x140’x189’x195’ Per Plat

Zoning Classification: Residential

Topo: Basically Level
Size: Typical
Shape: Rectangular
View: Residential

No survey submitted. No adverse easements or encroachments observed. Site is typical in size and shape. Typical public utility easements exist. The lot is surrounded by woods and a stream, which is typical in this market and is not currently feasible to attach to public water and sewerage.

The undersigned has reviewed the following recent sales of properties most similar and includes a dollar adjustment reflecting market reaction to those items of significant comparable property is subject to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a minus adjustment is made this increases the indicated value of the subject.

ITEM | SUBJECT PROPERTY | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3

Address: 22910 Lahon Rd
Steger, IL 60475
3445 Florence Ave
Steger, IL 60475
3970 Merioneh Dr
Crest, IL 60417
3962 Gloucester Dr
Crest, IL 60417

Proximity to Subject: 0.5 miles SW
1.73 miles SW
1.68 miles SW

Sales Price: $13,500
$20,000
$20,000

Price/acre: $0.75
$0.75
$1.08

Comments on Market Data: Due to the lack of more recent and available data the comparable sales chosen are considered to be the best available at the time of the assignment. Due to the lack of sales in Cook County the appraiser was forced to use sales in Will County that are in areas that would likely compete for the same level of buyers as the subject. Lot size differences and water and sewerage adjustments are required.

Final Recognition: Market approach is considered the best indicator of value as this is a market value appraisal, and this is the only method that determines what a buyer is willing to pay and a seller is willing to accept is given the greatest weight.

Appraiser: Michael A. Szatkowski - IL
Supervisory Appraiser (if applicable)
State Certification # CR06008109
Date of Signature and Report 06/25/2017

Date of Inspection: 06/25/2017
Expire Date of State Certification or License 06/25/2017

Form LAMO - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE 06/11
ORDINANCE NO. 1177

STATE OF ILLINOIS  
COUNTIES OF COOK  
AND WILL  

AN ORDINANCE ADOPTING CHAPTER 82, SECTIONS 82-525.1 THROUGH 82-525.17 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING THE REGULATION OF THE IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY FOR THE VILLAGE OF STEGER, ILLINOIS.

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

WHEREAS, Section 18a-102 of the Illinois Vehicle Code [625 ILCS 5/18a-102] authorizes non-home rule units of local government to regulate the commercial relocation of vehicles; and

WHEREAS, the Village President (the “Village President”) and the Board of Trustees (the “Village Board” and together with the Village President, the “Corporate Authorities”) are committed to ensuring the health, safety and welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities desire to amend the Municipal Code of Steger, Illinois (the “Village Code”) to provide that vehicle immobilization service operators must be licensed in order to operate within the Village and to regulate the operation of vehicle immobilization services operating in the Village; and

WHEREAS, with the foregoing in mind, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and
Ord. No. 1177

its residents to adopt Chapter 82, Sections 82-525.1 through 82-525.17 of the Village Code as set forth herein;

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

ARTICLE I.
IN GENERAL

SECTION 1.0: Incorporation Clause.

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

SECTION 2.0: Purpose.

The purpose of this Ordinance is to adopt Chapter 82, Sections 82-525.1 through 82-525.17 of the Village Code to provide that vehicle immobilization service operators must apply for a license in order to operate and to regulate vehicle immobilization services within the Village.

ARTICLE II.
AUTHORIZATION;
ADOPTION OF CHAPTER 82, SECTIONS 82-525.1 THROUGH 82-525.17 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS

SECTION 3.0: Adoption of Chapter 82, Sections 82-525.1 through 82.525.17.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by adopting Chapter 82, Sections 82-525.1 through 82-525.17 as follows:
Section 82-525.1. - Definitions.

The following words, terms and phrases when used in this article shall have the meaning ascribed to them in this section, excepts where the context clearly indicated a different meaning:

**Immobilization or booting** shall mean the act of placing any mechanical device on a stationary vehicle that is designed to be attached to a wheel, tire of other part of a vehicle so as to prohibit the vehicle’s usual manner of movement.

**Immobilization operator** shall mean any person installing, affixing or removing an immobilization device on behalf of an immobilization service.

**Immobilization service** shall mean a person, sole proprietor, independent contractor, partnership, corporation, limited liability company, or other similar business entity offering services anywhere in the Village whereby vehicles are immobilized by the installation of any immobilization device.

**Motor vehicle** means every vehicle which is propelled by a motor.

**Person** means any individual, corporation, sole proprietorship, independent contractor, partnership, limited liability company, or other such entities.

**Private parking lot or private parking area** shall mean any private property that is used wholly or in part for parking or storing vehicles for residents, tenants, employees, customers, members or guests.

**Property owners** shall mean that person who exercises legal control over real property, including, but not limited to, the legal titleholder, lessee, designated representative of a housing association or commercial enterprise, or any other such person that is authorized to exercise or share dominion and control over real property.

**Vehicle immobilization service/operator license** shall mean a current and valid license issued to an eligible immobilization service or operator pursuant to this article.

Section 82-525.2. - Scope.

(a) This article applies to all private parking lots or parking areas that cause or allow the immobilization of unauthorized vehicles.

(b) This article shall not apply to the booting of a vehicle by the Village of Steger or any governmental entity or to any person acting under the
direction of the Village of Steger or any governmental entity when booting of a vehicle is authorized by any provision of law or any rule or regulation promulgated there under.

Section 82-525.3. Compliance with Sections 82-525.1 through 82-525.17 of the Village Code and other laws.

(a) It shall be unlawful for any vehicle immobilization service to operate within the territorial limits of the Village without having obtained a license granted by the chief of police, or his or her designee, as provided in Sections 82-525.1 through 82-525.17 of the Village Code. The denial of any application may be appealed by the applicant to the Village Board.

(b) Other applicable state laws or Village ordinances relating to licensing, parking regulations or parking facilities may apply in addition to the requirements set forth in Sections 82.525.1 through 82-525.17 of the Village Code.

Section 82-525.4. General requirements for applications of a vehicle immobilization service/operator license.

(a) All applicants for a vehicle immobilization service or operator license shall furnish all data, information and records relevant to their application to the village's police department. Failure to furnish data, information and records as requested within thirty (30) days from the date of request shall result in the automatic denial of the application.

(b) Each applicant must possess a current valid driver's license or state issued identification as provided by the laws of the State of Illinois.

(c) No license shall be issued under Sections 82.525.1 through 82-525.17 of the Village Code to any person who has been convicted of any felony in this or any other county or state within three (3) years immediately prior to the date of application.

(d) Once issued, immobilization operators must carry with them, at all times, a copy of the license when they are in the process of installing or removing a vehicle immobilization device.

Section 82-525.5. - Applications for immobilization operator and/or service

(a) Every application for a vehicle immobilization service/operator license shall be on a form prescribed by the chief of police or his or her designee and shall provide the following information and/or documentation, including but not limited to:
(1) If the applicant is an individual:
   a. Applicant's full name, residence address, business address, business, home and cellular telephone numbers and email address;

(2) If the applicant is a corporation:
   a. The applicant's name under which the applicant is doing business, the applicant's address, the name under which the applicant is doing business, the applicant's address, the business' address, the applicant's phone number and the business location's telephone number;
   b. The date and state of incorporation;
   c. Proof that the corporation is in good standing under the laws of the State of Illinois;

(3) If the applicant is a partnership or limited liability company:
   a. The applicant's name, the name under which the applicant is doing business the applicant's address, the business' address, the applicant's telephone number and the business location's telephone number;
   b. The name, residence address, residence telephone number of all partners, of all general and limited partners if a limited partnership; of all managers, managing members and members, if a limited liability company; and of all controlling persons;
   c. The date and state of formation as a legal entity;
   d. Proof that the partnership of limited liability company is in good standing under the laws of the State of Illinois;

(4) Photocopies of all current licenses issued by the Illinois Commerce Commission to the applicant.

(5) Photocopies of the certificate of occupancy of the applicant indicating authorization for the business use of the applicant for each business address identified in the application.

(6) A list of all persons with over a 2.5% ownership interest in the applicant who have been denied a license by the village, another municipality or the State of Illinois.
(7) A description of proposed, existing and previous applicant's service vehicles' colors and markings.

(8) Days and hours of operation of the immobilization service and/or operator.

(9) Proof of insurance as required in Section 82-525.12 of the Village Code.

(10) Individual applicants shall submit to a background check by the police department. In the case of a corporate, limited liability company, partnership or other entity applicant, all such information shall be provided by all corporate officers, directors, members or partners, as the case may be, and by all stockholders, who own, hold or control five percent or more of issued and outstanding stock in a corporate general partner, or beneficial interest therein.

(11) The signature of each individual applicant, the signature of the president or vice president of a corporate applicant, the signature of the managing member of a limited liability company, or the signature of all general partners of a partnership applicant.

(12) A current management plan which shall include but is not limited to the following information: location and description of all places of business, itemized list of all existing immobilization equipment, detailed plan for handling complaints and damages caused to immobilized vehicles during the process of immobilization, and a description of any communication and payment system.

(13) An affidavit by an authorized officer/director/member of the applicant affirming that the information provided in the application is true and accurate as well as an agreement to abide by the provisions of Sections 82.525.1 through 82-525.17 of the Village Code, the ordinances of the Village and the laws of the State of Illinois.

(14) Any additional information or documentation about the applicant as the chief of police or his or her designee may deem appropriate.

(15) Any material changes pertaining to the information supplied by the applicant or licensee for a license, including but not limited to, notification to the police department of any change of location of the applicant's place of business, where said notification must be reported within seven (7) business days. Failure to report a material
change shall be considered a violation and may result in the revocation of a license.

Section 82-525.6. - Application license and renewal fees.

Fees required under Sections 82.525.1 through 82-525.17 of the Village Code shall be determined by separate ordinance of the Board of Trustees.

Section 82-525.7. - Restrictions on license.

(a) It shall be unlawful for any licensee engaged in the business of vehicle immobilization service to pay a gratuity to any person who does not own or operate a private parking lot area for information as to illegally parked vehicles.

(b) It shall be unlawful for the owner or manager of a private parking lot area to have a direct or indirect monetary interest in a vehicle immobilization service and/or operator that for compensation immobilizes unauthorized vehicles in a private parking lot or area in which the owner or manager has an interest.

(c) It shall be unlawful for any licensee engaged in the business of vehicle immobilization service to tender payment, rebate, compensation, or other valuable consideration to a property owner, employee, agent or a person in possession of a private parking lot or area in excess of the reasonable and customary fee ordinarily charged by the property owner or person in possession of the parking lot or are for parking thereon, such payment shall be considered a kickback.

(d) It shall be unlawful for a licensee engaged in the business of vehicle immobilization to charge fees in excess of those set out in Section 82-525.10 of the Village Code.

(e) Vehicle immobilization service and/or operators must maintain a twenty-four (24) hours a day, every day without exception, phone number that is staffed by a live operator with the ability to communicate immediately with a driver of a vehicle that has been immobilized by the vehicle immobilization service.

(f) It shall be unlawful for either a vehicle immobilization service and/or operator to immobilize vehicles at an off-street parking facility, vacant lot, or other private property without having a valid written contract specifically for such services with the private property owner or lawful lessee thereof prior to any immobilization activity.

(g) It shall be unlawful for a vehicle immobilization service or operator to utilize vehicle immobilization service from a lot which does not at the time
of the service and for at least 14 days prior thereto have signs posted in compliance with Section 82-525.10.

(h) It shall be unlawful for a vehicle immobilization service or operator to fail to arrive on the site where the vehicle was immobilized within one (1) hour of being contacted by the owner, driver or person in charge of an immobilized vehicle.

(i) It shall be unlawful for a vehicle immobilization service or operator to fail to release vehicles from immobilization within one (1) hour after receipt of payment from the owner of a vehicle that has been immobilized.

(j) It shall be unlawful for a vehicle immobilization service or operator to fail to provide a receipt of payment for the booting or immobilization fee paid by the owner of a vehicle, with all information required under Sections 82.525.1 through 82-525.17 of the Village Code.

(k) In the event that the application of a vehicle immobilization device damages a vehicle, then the vehicle immobilization service or operator must pay the cost of repairs for that damage. In the event that the owner of the vehicle, to which an immobilization device has been applied, attempts to operate said vehicle or remove the device, then the vehicle immobilization service or operator is not liable for any damage to that vehicle. Additionally, in that event, the owner of the vehicle will be liable to the immobilization service or operator for the cost of the damage to the vehicle immobilization device.

Section 82-525.8. - Registration of vehicles used by immobilization service.

It shall be unlawful for any person, either as principal, agent or employee, to use or to operate within the Village any vehicle(s) assisting in the operation of an operator or vehicle immobilization service without first having filed a registration for such vehicle(s) with the chief of police or his designee upon forms to be furnished by the department. All registration for each vehicle will be valid for one year and shall be renewed at least thirty (30) days prior to the expiration date. The information for registration shall contain the following:

(1) Make, model and manufacturer’s serial number of the vehicle;

(2) Date the vehicle was put into service to assist in the operation of a vehicle immobilization service;

(3) Driver’s license number of operators of the vehicle who are authorized to operate the vehicle on behalf of the vehicle immobilization service; and
(4) Other information related to the vehicle as required by the chief of police or his designee.

Section 82-525.9. - Lettering on vehicles.

It shall be unlawful for any person to operate within the territorial limits of the Village any vehicle to assist in the operation of a vehicle immobilization service unless the vehicle shall have displayed on each side in plain view the name of the vehicle immobilization service, the address from which the service is operating and the telephone number of the vehicle immobilization service. The lettering shall be in a contrasting color to the color of the color of the vehicle and shall be at least two and one-half (2 ½) inches in height.

Section 82-525.10. - Fees charged by vehicle immobilization service.

Any vehicle immobilization service or operator engaged in the business of immobilization of vehicle shall not charge the owner of any immobilized vehicle in excess of seventy-five dollars ($75.00) for the removal of the vehicle immobilization device or devices removed on the same day it was placed on the vehicle. A fee of seventy-five dollar ($75.00) may be charged for each additional day the immobilization device is on the vehicle. The seventy-five dollars ($75.00) fee shall be all inclusive. No additional fees may be charged for using additional equipment.

Vehicle immobilization services or operators may accept cash, check, credit card or debit card, but may not charge the owner of any immobilized vehicle any additional charge or service fee.

Section 82-525.11. - Signage Notice to vehicle owners; signs.

(a) It shall be unlawful for any person to install or attach to any vehicle a vehicle immobilization device(s), boot(s), or other instrument that is/are designed to, or have the effect of, restricting the normal movement of such vehicle or by any other means whatsoever to restrict the normal movement of such vehicle, unless the owner of the property, or his agent or employee, has complied with all applicable village zoning ordinances regarding the posting of signs and the following requirements:

(1) Signs shall be located at each designated entrance to a parking lot or parking area where parking prohibitions are to be effective. Where there is not designated entrance, such signs shall be erected so as to be clearly visible from each and every parking space.
(2) Signs shall be a minimum of seven and one-half (7 ½) square feet in area (two and one half (2 ½) feet by three (3) feet).

(3) Signs shall be located at a designed entrance to a parking lot or shall be at least four (4) feet above the site grade. Where no entrance is designated, signs shall be six (6) feet above site grade.

(4) Signs shall include the following language in letters at least three (3) inches high: "Unauthorized vehicles may be immobilized (booted) at owner's risk and expense."

(5) Signs shall also include the following language in letters at least two and one-half (2 ½) inches high:

A. Name of the property owner of private parking lot or area;

B. Terms of use for the subject parking lot or area;

C. Name of licensed immobilization service and/or operator, address and 24 hour telephone number to call for immobilization device removal and/or to make a complaint;

D. Cost of immobilization;

E. Statement notifying user of private parking lot or area the manner in which immobilization fee is payable, such as by cash, check, and credit or debit card; and

F. Time limit before a booted immobilized vehicle is towed.

(b) No less than fourteen (14) days prior to the commencement of the immobilization services at a particular parking lot or area, the property owner of said lot or area shall post, at each and every location where immobilization services are to be conducted, a minimum of two (2) signs, no smaller than twenty-four (24) inches in height and thirty-six (36) inches in width, in a conspicuous location, setting forth the date upon which the immobilization operation shall commence.

(c) No abbreviations shall be used in the language contained in the sign. The lettering on such signs shall be black on white, reflective background, and shall be illuminated if out of headlight range.

(d) The vehicle immobilization service and/or operator and the owners of the private parking lot or area shall be jointly and severally liable for violations of Sections 82.525.1 through 82-525.17 of the Village Code.
Section 82-525.12. - Insurance Requirements.

Each licensed vehicle immobilization service and operator licensed under this article shall have in full force and effect, during the license period, public liability, property damage and fire and theft insurance coverage. Proof of such coverage shall be a minimum eligibility requirement. The amounts of public liability and property damage coverage shall not be less than:

(1) Public liability - $500,000.00 per each accident.

(2) Property damage - $50,000.00 per each accident.

(3) Comprehensive general liability: must include the following industry standard forms of insurance:

    a. Premises/operation coverage;

    b. Products and completed operations coverage;

    c. Blanket and contractual liability;

    d. $500,000.00 combined single limit, or $500,000.00 bodily injury and $250,000.00 property damage.

(4) Comprehensive auto liability: must include the following endorsements:

    a. All owned autos, hired-car coverage, and employers non-owned auto coverage;

    b. The policy shall not contain a radius restriction of less than fifty (50) miles;

(5) Workers' compensation and employers' liability: Statutory limits for workmen's compensation and a five hundred thousand dollar ($500,000.00) employers' liability limit. In the event a vehicle immobilization service and/or operator is exempt under State law from providing workers' compensation coverage, the vehicle immobilization service and/or operator must provide a sworn affidavit stating they are exempt.

(6) Each vehicle immobilization service or operator shall supply the village with a certificate of insurance, which indicates coverage for the above mentioned minimum insurance requirements and carries the provision that said insurance shall not be cancelled without
giving the village at least thirty (30) days' written notice of cancellation or material change. The certificate of insurance shall also name the village as additional insured on each policy.

Section 82-525.13. - Indemnification.

Each and every immobilization service or operator performing services under this article shall defend, indemnify and hold harmless the Village of Steger, the mayor, the board of trustees, and elected and appointed officials, employees, including, without limitation, employees of the police department, attorneys, agents, representatives, and volunteers, from any and all suits, claims or actions, damages, losses, regardless of the natures of the action or damages, arising out of the immobilization of vehicles, operation of vehicles immobilization service or arising out of the performance of any requirements of this articles or in consequence thereof.

In the event a claim arises, the village may have attorneys of its own choice prepare and conduct its defense and the vehicle immobilization service and/or operator shall pay all reasonable costs of defense of the Village in any such action, including the fees of the attorneys chosen by the Village.

Section 82-525.14. - Periodic inspection of records, equipment, facilities.

All vehicle immobilization services and/or operators authorized to act pursuant to this article shall be subject to unannounced and periodic checks of all records, equipment and storage facilities by police officers. A vehicle immobilization service and/or operator that fails to produce the requested records for inspections of its equipment and facilities at the request of the police shall be immediately suspended until the investigation in question is resolved.

Section 82-525.15. - Enforcement.

This article shall be enforced by the Village of Steger Police Department.

Section 82-525.16. - Fines, suspensions or revocation of license.

(a) The chief of police, or his designee, may impose a fine and/or suspend a licensee for a period up to thirty (30) days or revoke any licenses issued if he determines that the license has violated any of the following provisions:

(1) Any violation of Sections 82.525.1 through 82-525.17 of the Village Code.
(2) Any law of the state, any ordinance of the county, or any ordinance of the Village of Steger, which affects the public health, welfare and safety and which violation occurred as part of the operation of the licensee's business.

(3) The licensee is more than forty-five (45) days delinquent in the payment of any debt to the Village.

(b) Every licensee shall be deemed responsible for the acts of his agents or employees whether or not such licensee knowingly permits or has actual knowledge of the acts stated in this section.

(c) The police chief shall provide written notice via either by hand delivery or first class mail a copy of said notice to the vehicle immobilization service and/or operator at least fifteen (15) days prior to the effective date of the imposition of a fine or suspension/revocation to the operator's place of business.

Written notice shall include: (1) the nature of the violation; (2) the amount of the fine and/or effective date of the suspension or revocation; (3) actions the licensee may take to prevent the fine, suspension/revocation from occurring; and (4) the procedure the licensee must follow to request a hearing to appeal the fine, suspension or revocation.

(d) Final determinations as to suspension or revocation shall be made in accordance with applicable provisions of the Village Code.

Section 82-525.17. - Penalties.

Any licensee and/or property owner violating any provisions of this article shall be fined not less than five hundred dollars ($500.00), nor more than seven hundred fifty dollars ($750.00), plus costs, for an offense. A separate offense shall be deemed committed on each day during which a violation occurs or continues. For purposes of this article, each and every immobilized vehicle shall be considered as a separate offense.

SECTION 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the amendment contemplated by this Ordinance and shall take all action necessary in
conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms or notices to be utilized in connection with the intent of this Ordinance.

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

SECTION 4.0: Headings.

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

SECTION 5.0: Severability.

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

SECTION 6.0: Superseder.

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

SECTION 7.0: Publication.

A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.
 Ord. No. 1177

SECTION 8.0: Effective Date.

This Ordinance shall be effective ten (10) days after its passage, approval and publication in accordance with applicable law.

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Ord. No. 1177

PASSED this 16TH day of October, 2017.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 16th day of October, 2017.

Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor:
Voting against:
Not voting:
ORDINANCE NO. 1178

STATE OF ILLINOIS )
COUNTIES OF COOK )
AND WILL )

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

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

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

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

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

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

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

ARTICLE I.  
IN GENERAL

Section 1.00 Incorporation Clause.

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.
Section 2.00 Purpose.

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

ARTICLE II.
AUTHORIZATION

Section 3.00 Authorization.

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

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

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.
SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

(SIGNATURE PAGE TO FOLLOW)
ORDINANCE 1178

PASSED this 16th day of October, 2017.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 16th day of October, 2017.

Kenneth A. Peterson, Jr., Village President

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting: