

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

MONDAY OCTOBER 16, 2017 BOARD OF TRUSTEE REGULAR MEETING AGENDA

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.

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.

MINUTES OF OCTOBER 2, 2017 – page 3

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 his 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.

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, Skreznya 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, Skreznya 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

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	22049 0917	01-00-33102		ELECTRICITY-TRAFF	113.36
COMED	24002 1017	01-00-33102		ELECTRICITY-TRAFF	157.09
COMED	73007 0917	01-00-33102		ELECTRICITY-TRAFF	95.97
COMED	80004 0917	01-00-33102		ELECTRICITY-TRAFF	48.47
COMED	81001 0917	01-00-33102		ELECTRICITY-TRAFF	37.63
NICOR GAS	51000 9 10/17	01-00-33200		HEAT	17.86
HERITAGE F/S, INC.	72802	01-00-33300		GASOLINE	42.58
PIONEER OFFICE FORMS INC.	92760	01-00-33400		ENVELOPES	363.30
ALPINE VALLEY WATER, INC.	82212	01-00-33500		OFFICE SUPPLIES	16.50
WALTON OFFICE SUPPLY	301907-0	01-00-33500		OFFICE SUPPLIES	590.22
ABSOLUTE BEST CLEANING SERVICES, INC.	12817	01-00-33502		CLEANING SERVICE	657.14
FEDEX OFFICE	5-950-27357	01-00-33600		POSTAGE	73.98
U.S. POSTAL SERVICE	100417	01-00-33600		POSTAGE	1000.00
COMCAST BUSINESS	57456555	01-00-33700		TELEPHONE	420.37
COMCAST	81708 1017	01-00-33700		TELEPHONE	73.41
COMCAST	81708 1017	01-00-33701		INTERNET	134.90
MERTS HVAC	093532	01-00-33703		MAINTENANCE CONTR	76.67
PACE SUBURBAN BUS / V A N P O O L	484318	01-00-33902		SENIOR BUS LEASE	100.00
MUNICIPAL CODE CORPORATION	00296334	01-00-38500		BOOK/MANUALS	900.00
T3 PARENT THEATRE GROUP	FALL 2017	01-00-38899		ENTERTAINMENT EXP	500.00
WILCO FIRE CHIEFS ASSOCIATION	100417	01-00-38901		NOTARY, MERHL	10.00
BREAKER PRESS CO INC	23581	01-00-38950		HOLIDAY DECORATIO	957.00
TOTAL FOR FUND 01		DEPT. 00			6386.45
P. F. PETTIBONE & CO	173137	01-06-33400		PRINTING AND SUPP	814.45
MUNICIPAL SYSTEMS, INC	14573	01-06-34901		C-TICKET EXPENSES	1893.75
TOTAL FOR FUND 01		DEPT. 06			2708.20

DATE: 10/13/17

Friday October 13, 2017

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
P. F. PETTIBONE & CO 173137		01-07-33400		PRINTING & SUPPLI	814.45
MUNICIPAL SYSTEMS, INC 14572		01-07-34902		ADMIN BLDG CODE &	397.50
TOTAL FOR FUND 01		DEPT. 07			1211.95
TOTAL FOR FUND 01				10306.60	
CHUCK'S COMPRESSOR INC 1228		02-00-31800		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 3414-427683		02-00-31805		MAINT-VEHICLES	4.99
O'REILLY AUTO PARTS 3414-428980		02-00-31805		MAINT-VEHICLES	27.21
R & R MAINTENANCE FIRE & FLEET 10505		02-00-31805		VEHICLE MAINT	350.00
NICOR GAS 51000 9 10/17		02-00-33200		HEAT	17.86
HERITAGE F/S, INC. 72802		02-00-33300		GASOLINE	758.16
HERITAGE F/S, INC. 72803		02-00-33300		GASOLINE	182.78
ACE HARDWARE IN STEGER 093017		02-00-33501		SHOP SUPPLIES	1.30
CINTAS CORPORATION #319 5009036172		02-00-33501		SHOP SUPPLIES	32.45
ELMER & SON LOCKSMITHS INC 350858		02-00-33501		SHOP SUPPLIES	23.00
ELMER & SON LOCKSMITHS INC 350866		02-00-33501		SHOP SUPPLIES	18.00
FASTENAL COMPANY ILSTE142010		02-00-33501		SHOP SUPPLIES	4.49
MENARDS - MATTESON 56450		02-00-33501		SHOP SUPPLIES	6.34
AIRGAS USA LLC 9947920991		02-00-33702		AMBULANCE SUPPLIE	69.56
MERTS HVAC 093532		02-00-33703		MAINTENANCE CONTR	76.67
MW LEASING COMPANY LLC L111188		02-00-33901		RENTAL EQUIPMENT	253.66
EASTCOM 17S210-173310		02-00-34252		EASTCOM DISPATCH	3317.00
FIREHOSE DIRECT 66405		02-00-37800		NEW-TOOLS & WORK	140.31
NFPA AK8-AAJX-1CC		02-00-38901		DUES & SUBSCRIPTI	1345.50
TOTAL FOR FUND 02		DEPT. 00			7161.73

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
TOTAL FOR FUND 02						7161.73	
ELMER & SON LOCKSMITHS INC	346851	03-30-33500			OFFICE SUPPLIES	10.00	
SOUTH HOLLAND PAPER CO.	382608	03-30-33500			OFFICE SUPPLIES	255.23	
ABSOLUTE BEST CLEANING SERVICES, INC.	12817	03-30-33502			CLEANING SERVICE	958.72	
COMCAST	091717	03-30-33700			TELEPHONE	72.65	
COMCAST	091717	03-30-33701			CABLE/INTERNET SE	174.70	
MERTS HVAC	093532	03-30-33703			MAINTENANCE CONTR	138.75	
SMITHEREEN COMPANY	1624602	03-30-33703			MAINTENANCE CONTR	59.00	
SUBURBAN LANDSCAPING	107191	03-30-33703			MONTHLY MAINTENCE	365.00	
UNIFIRST CORPORATION	062 0259032	03-30-33703			MAINTENANCE CONTR	32.50	
PROTECTION ONE ALARM MONITORING, INC.	092717	03-30-33704			SECURITY SYSTEM	45.65	
TOTAL FOR FUND 03						DEPT. 30	2112.20
COMED	29006 1017	03-31-33100			ELECTRICITY	1288.35	
COMED	66000 1017	03-31-33100			ELECTRICITY	27.08	
COMED	82008 0917	03-31-33100			ELECTRICITY	167.90	
MERTS HVAC	093532	03-31-33703			MAINTENANCE CONTR	79.80	
STANLEY CONVERGENT SECURITY SOLUTIONS	14954739	03-31-33704			SECURITY SYSTEM	150.00	
TOTAL FOR FUND 03						DEPT. 31	1713.13
TOTAL FOR FUND 03						3825.33	
ACE HARDWARE IN STEGER	093017	04-00-31100			MAINT-BUILDING	26.77	
O'REILLY AUTO PARTS	3414-441124	04-00-31100			BUILDING MAINT	44.97	
JAMES HERR & SONS	103849	04-00-31805			MAINT-VEHICLES	339.56	
JAMES HERR & SONS	104019	04-00-31805			VEHICLE MAINT	108.16	
HERITAGE F/S, INC.	72802	04-00-33300			GASOLINE	703.99	
ANDREWS PRINTING	59861	04-00-33400			PRINTING & SUPPLI	186.00	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ELMER & SON LOCKSMITHS INC	349891	04-00-33500		OFFICE SUPPLIES	7.50
WALTON OFFICE SUPPLY	302038-0	04-00-33500		OFFICE SUPPLIES	260.12
ABSOLUTE BEST CLEANING SERVICES, INC.	12817	04-00-33502		CLEANING SERVICE	684.14
COMCAST	75247 1017	04-00-33700		TELEPHONE	146.77
IL DEPT OF INNOVATION AND TECHNOLOGY	T1806518	04-00-33700		TELEPHONE/CELL/AI	5.00
COMCAST	75247 1017	04-00-33701		INTERNET	134.90
MERTS HVAC	093532	04-00-33703		MAINTENANCE CONTR	76.67
LEXISNEXIS RISK SOLUTIONS	121394420170930	04-00-33706		LEADS-SUPPLIES/SE	32.00
CINTAS CORPORATION #319	5009036173	04-00-33900		SHOP SUPPLIES	72.33
GUARANTEED TECHNICAL SERV & CONSULT INC	20170509	04-00-34104		COMPUTER IT	450.00
EASTCOM	17S210-173310	04-00-34252		EASTCOM DISPATCH	18941.00
COUNTY LINE PET HOSPITAL, P.C	133085	04-00-34600		IMPOUNDING FEES	1175.00
GALLS LLC	008335216	04-00-37302		NEW-UNIFORMS	65.93
JCM UNIFORMS	736593	04-00-37302		NEW-UNIFORMS	48.40
EVT TECH	4194	04-00-37800		NEW-TOOLS & WORK	1420.90
RAY O'HERRON CO INC	1753952-IN	04-00-37800		NEW-TOOLS & WORK	548.00
PROSHRED SECURITY	100096894	04-00-38917		RECORD DISPOSAL	45.00
TOTAL FOR FUND 04		DEPT. 00			25523.11
TOTAL FOR FUND 04				25523.11	
THORN CREEK BASIN SANITARY DISTRICT	SEPTEMBER 2017	06-00-15800		A/P-THORN CREEK S	23962.84
REPUBLIC SERVICES #721	0721-005592690	06-00-15900		GARBAGE	53466.70
BRITES TRANSPORTATION LTD	65427	06-00-31204		MAINT-PATCHING (R	1044.53
GALLAGHER MATERIALS CORP	3142	06-00-31204		MAINT-PATCHING (R	268.94
RICH SEALCOATING INC	RS-1030	06-00-31204		MAINT-PATCHING (R	1400.00
RICH SEALCOATING INC	RS-1031	06-00-31204		MAINT-PATCHING (R	1400.00
RICH SEALCOATING INC	RS-1032	06-00-31204		MAINT-PATCHING (R	1050.00
CORE & MAIN	H753405	06-00-31504		MAINT-MAINS	221.79

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
CORE & MAIN	H818642	06-00-31504		MAINT-MAINS	1312.76
UNDERGROUND PIPE & VALVE CO	024253	06-00-31504		MAINT-MAINS	2021.80
CENTRAL RODDING TOTAL SEWER SERVICE INC	13377	06-00-31506		MAINT-SEWERS	650.00
CHARLIE'S GARAGE INC	64821	06-00-31805		VEHICLE MAINT	98.50
CHARLIE'S GARAGE INC	64822	06-00-31805		VEHICLE MAINT	23.50
JAMES HERR & SONS	103816	06-00-31805		MAINT-VEHICLES	227.07
GEMINI PLUMBING COMPANY INC	21676	06-00-32900		3137 MORGAN BLOW	295.00
COMED	80004 1017	06-00-33100		ELECTRIC	55.74
NICOR GAS	51000 2 1017	06-00-33200		HEAT	27.29
HERITAGE F/S, INC.	72802	06-00-33300		GASOLINE	346.32
HERITAGE F/S, INC.	72803	06-00-33300		GASOLINE	278.66
ACE HARDWARE IN STEGER	093017	06-00-33501		SHOP SUPPLIES	33.25
CINTAS CORPORATION #319	5009036174	06-00-33501		SHOP SUPPLIES	48.90
MERTS HVAC	093532	06-00-33703		MAINTENANCE CONTR	240.00
UNIFIRST CORPORATION	062 0256934	06-00-33800		UNIFORM SERVICE	23.22
UNIFIRST CORPORATION	062 0257022	06-00-33800		UNIFORM SERVICE	73.74
UNIFIRST CORPORATION	062 0258138	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0259166	06-00-33800		UNIFORM SERVICE	23.22
UNIFIRST CORPORATION	062 0259255	06-00-33800		UNIFORM SERVICE	63.36
WATER SOLUTIONS UNLIMITED	42671	06-00-33907		CHEMICALS	5709.80
WATER SOLUTIONS UNLIMITED	42676	06-00-33907		CHEMICALS	340.00
SUBURBAN LABORATORIES INC	148800	06-00-34800		WATER TESTING FEE	190.00
WATER RESOURCES INC	31716	06-00-37507		NEW-METERS	1831.69
TOTAL FOR FUND 06		DEPT. 00			96791.98
TOTAL FOR FUND 06				96791.98	
DESIDERIO LANDSCAPING LLC.	9120	07-00-31213		3535 SANGAMON	187.50
DESIDERIO LANDSCAPING LLC.	9120	07-00-31213		36 W 30TH PL	187.50

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3045 SANGAMON	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		133 VALLEYWOOD	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		34TH & SALLY	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		35TH & SALLY	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		31ST & PEORIA	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3001 PEORIA	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		21 W 36TH PL	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		27 E 35TH ST	187.50
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3729 PARK	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3730 PARK	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		197 BARBARA	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3035 SANGAMON	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3539 SANGAMON	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		12 MCKINLEY	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3129 HOPKINS	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3037 WALLACE	230.00
DESIDERIO LANDSCAPING LLC. 9120		07-00-31213		3749 UNION	230.00
KEITHS POWER EQUIPMENT INC 59147		07-00-31700		MAINT-MOTORIZED E	93.20
KEITHS POWER EQUIPMENT INC 59309		07-00-31700		MAINT-MOTORIZED E	90.70
AIDE RENTALS & SALES 95378-1		07-00-31800		MAINT-TOOLS & WOR	79.00
O'REILLY AUTO PARTS 2414-438830		07-00-31800		MAINT-TOOLS & WOR	97.32
JAMES HERR & SONS 103765		07-00-31805		MAINT-VEHICLES	526.80
HERITAGE F/S, INC. 72802		07-00-33300		GASOLINE	346.32
HERITAGE F/S, INC. 72803		07-00-33300		GASOLINE	278.66
ACE HARDWARE IN STEGER 093017		07-00-33501		SHOP SUPPLIES	461.83
CINTAS CORPORATION #319 5008920815		07-00-33501		SHOP SUPPLIES	137.34
CINTAS CORPORATION #319 5009036174		07-00-33501		SHOP SUPPLIES	48.89
CRETE LUMBER & SUPPLY CO B123733		07-00-33501		SHOP SUPPLIES	31.78
COMCAST 72327 1017		07-00-33700		TELEPHONE	102.18

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMCAST	72327 1017	07-00-33701		INTERNET	44.90
MERTS HVAC	093532	07-00-33703		MAINTENANCE CONTR	72.21
UNIFIRST CORPORATION	062 0256934	07-00-33800		UNIFORM SERVICE	23.21
UNIFIRST CORPORATION	062 0257022	07-00-33800		UNIFORM SERVICE	73.74
UNIFIRST CORPORATION	062 0258138	07-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION	062 0259166	07-00-33800		UNIFORM SERVICE	23.21
UNIFIRST CORPORATION	062 0259255	07-00-33800		UNIFORM SERVICE	63.37
TOTAL FOR FUND 07		DEPT. 00			6603.03
TOTAL FOR FUND 07				6603.03	
ILLINOIS COUNTIES RISK MANAGMENT TRUST	DED4630594 &650	15-00-36600		GALVAN	82.86
ILLINOIS COUNTIES RISK MANAGMENT TRUST	DED4630594 &650	15-00-36600		RICHMOND	3495.00
VISION SERVICE PLAN (IL)	804225210	15-00-36901		HEALTH INSURANCE	655.21
TOTAL FOR FUND 15		DEPT. 00			4233.07
TOTAL FOR FUND 15				4233.07	
GENUINE PARTS COMPANY INC	09302017	16-00-31805		VEHICLE MAINT	108.64
O'REILLY AUTO PARTS	3414-430938	16-00-31805		MAINT-VEHICLES	12.78
O'REILLY AUTO PARTS	3414-430947	16-00-31805		MAINT-VEHICLES	4.99
O'REILLY AUTO PARTS	3414-433442	16-00-31805		MAINT-VEHICLES	35.99
HERITAGE F/S, INC.	72802	16-00-33300		GASOLINE	119.34
MERTS HVAC	093532	16-00-33703		MAINTENANCE CONTR	45.23
TOTAL FOR FUND 16		DEPT. 00			326.97
TOTAL FOR FUND 16				326.97	
** TOTAL CHECKS TO BE ISSUED				154771.82	
01 CORPORATE				10306.60	

SYS DATE:10/13/17

VILLAGE OF STEGER

SYS TIME:10:17

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

[NW2]

REGISTER # 820

DATE: 10/13/17

Friday October 13, 2017

PAGE 8

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

CHECK NO

AMOUNT

DIST

02		FIRE PROTECTION			7161.73	
03		PLAYGROUND/RECREATION			3825.33	
04		POLICE PROTECTION			25523.11	
06		WATER/SEWER FUND			96791.98	
07		ROAD & BRIDGE			6603.03	
15		LIABILITY INSURANCE FUND			4233.07	
16		H.S.E.M.			326.97	

TOTAL FOR REGULAR CHECKS:

154,771.82

=====

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO	REG NO	CHECK DATE	CHECK NO	AMOUNT
INV NO	G/L NUMBER	DESCRIPTION	DIST	

=====

ILLINOIS COUNTIES RISK MANA701NT TRUST	10/10/17	5983		
RCB000000017982 15-00-36200		WORKMAN'S COMPENS		25966.00

TOTAL FOR FUND 15	DEPT. 00			25966.00
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TOTAL FOR FUND 15			25966.00	
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** TOTAL MANUAL CHECKS LISTED			25966.00	
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** TOTAL OF ALL LISTED CHECKS			180737.82	
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**THE VILLAGE OF STEGER
COOK AND WILL COUNTIES, ILLINOIS**

RESOLUTION NUMBER 1115

**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:

TRUSTEE/OFFICIAL	YES	NO	ABSENT
Leonard Skrezyna, Jr.			
Michael Sarek			
Tim Perchinski			
Ernie Lopez Jr.			
William J. Joyce			
Ryan A. Buxton			
Kenneth A. Peterson, Jr., Village President			

APPROVED by the Village President on October 16, 2017.

Kenneth A. Peterson, Jr.
Village President

ATTEST:

Joseph M. Zagone, Jr.
Village Clerk

44 6. CLOSING: Closing shall be on ~~45 days after contract acceptance~~, 20 ____ or at such time as mutually agreed by the
45 Parties in writing. Closing shall take place at the escrow office of the title company (or its issuing agent) that will
46 issue the Owner's Policy of Title Insurance, situated nearest the Real Estate or as shall be agreed mutually by the Parties.

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

50 ~~8. MORTGAGE CONTINGENCY: If this transaction is NOT CONTINGENT ON FINANCING, Optional Paragraph 36 a) OR
51 Paragraph 36 b) MUST BE USED. If any portion of Paragraph 36 is used, the provisions of this Paragraph 8 are NOT APPLICABLE.~~

52 This Contract is contingent upon Buyer obtaining a [check one] fixed; adjustable; [check one] conventional;
53 FHA/VA (if FHA/VA is chosen, complete Paragraph 37); other _____ loan for ____ %
54 of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an
55 adjustable rate mortgage used) not to exceed _____ % per annum, amortized over not less than ____ years.
56 Buyer shall pay loan origination fee and/or discount points not to exceed _____ % of the loan amount. Buyer
57 shall pay the cost of application, usual and customary processing fees and closing costs charged by lender.
58 (Complete Paragraph 35 if closing cost credits apply). Buyer shall make written loan application within five (5)
59 Business Days after the Date of Acceptance and shall cause an appraisal of Real Estate to be ordered by the
60 lender no later than ten (10) Business Days after the Date of Acceptance; failure to do either shall constitute an
61 act of Default under this Contract.

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

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

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

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

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

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

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

82 [check one] has has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home";

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

84 [check one] has has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions";

85 [check one] has has not received the Disclosure of Information on Radon Hazards.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

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

86 **10. PRORATIONS:** Proratable items shall include without limitation, rents and deposits (if any) from tenants;
87 Special Service Area or Special Assessment Area tax for the year of Closing only; utilities, water and sewer; and
88 Homeowner or Condominium Association fees (and Master/Umbrella Association fees, if applicable).
89 Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item. Seller
90 represents that as of the Date of Acceptance Homeowner/Condominium Association(s) fees are \$ _____
91 per _____ (and, if applicable Master/Umbrella Association fees are \$ _____ per _____).
92 Seller agrees to pay prior to or at Closing any special assessments (by any association or governmental entity)
93 confirmed prior to the Date of Acceptance. Special Assessment Area or Special Service Area installments due
94 after the year of Closing shall not be proratable items and shall be paid by Buyer. The general Real Estate taxes
95 shall be prorated as of the date of Closing based on 105 % of the most recent ascertainable full year tax bill. All
96 prorations shall be final as of Closing, except as provided in Paragraph 22. If the amount of the most recent
97 ascertainable full year tax bill reflects a homeowner, senior citizen or other exemption, a senior freeze or senior
98 deferral, then Seller has submitted or will submit in a timely manner all necessary documentation to the
99 appropriate governmental entity, before or after Closing, to preserve said exemption(s). The requirements of
100 this Paragraph shall survive the Closing.

101 **11. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
102 Parties, by Notice, may:

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

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

114 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** Buyer may conduct at Buyer's expense (unless
115 otherwise provided by governmental regulations) any or all of the following inspections of the Real Estate by
116 one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based
117 paint hazards or wood-destroying insect infestation.

- 118 a) Buyer agrees that minor repairs and routine maintenance items of the Real Estate do not constitute defects
119 and are not a part of this contingency. The fact that a functioning major component may be at the end of
120 its useful life shall not render such component defective for purposes of this paragraph. Buyer shall
121 indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of
122 negligence of Buyer or any person performing any inspection. The home inspection shall cover only the
123 major components of the Real Estate, including but not limited to central heating system(s), central cooling
124 system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors,
125 appliances and foundation. A major component shall be deemed to be in operating condition if it performs
126 the function for which it is intended, regardless of age, and does not constitute a threat to health or safety. If
127 radon mitigation is performed, Seller shall pay for any retest.
- 128 b) Buyer shall serve Notice upon Seller or Seller's attorney of any defects disclosed by any inspection for which
129 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: 22910 Lahon Road, Steger, Illinois 60475 (VACANT LOT) v6.0

130 within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard
131 inspection) after the Date of Acceptance. If within ten (10) Business Days after the Date of Acceptance
132 written agreement is not reached by the Parties with respect to resolution of all inspection issues, then either
133 Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be
134 null and void.

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

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

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

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

154 15. CONDOMINIUM/Common Interest Associations: (If applicable) The Parties agree that the terms
155 contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any
156 conflicting terms.

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

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

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

168 d) Seller shall, within five (5) Business Days from the Date of Acceptance, apply for those items of disclosure
169 upon sale as described in the Illinois Condominium Property Act, and provide same in a timely manner, but
170 no later than the time period provided for by law. This Contract is subject to the condition that Seller be able
171 to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to
172 purchase created by the Declaration/CCRs. In the event the Condominium Association requires the personal
173 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

174 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
175 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
176 conditions contained within the documents would unreasonably restrict Buyer's use of the premises or
177 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
178 Buyer may declare this Contract null and void by giving Seller Notice within five (5) Business Days after the
179 receipt of the documents and information required by this Paragraph, listing those deficiencies which are
180 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have
181 waived this contingency, and this Contract shall remain in full force and effect.

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

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

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

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

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

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

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

212 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
213 condominium (see Paragraph 15) Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of
214 Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more
215 than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed to
216 practice land surveying under the laws of the State of Illinois. The Plat of Survey shall show visible evidence of
217 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 Lahon Road, Steger, Illinois 60475 (VACANT LOT) v6.0

218 monuments or witness corners at all accessible corners of the land. All such corners shall also be visibly staked
219 or flagged. The Plat of Survey shall include the following statement placed near the professional land surveyor's
220 seal and signature: "This professional service conforms to the current Illinois Minimum Standards for a
221 boundary survey." A Mortgage Inspection, as defined, is not a boundary survey and is not acceptable.

222 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the
223 Real Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
224 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
225 earnest money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
226 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
227 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
228 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois
229 shall be applicable to this Contract, except as modified by this paragraph.

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

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

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

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

256 Seller further represents that:

257 *[Initials]* _____ There *[check one]* is is not a pending or unconfirmed special assessment
258 affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
259 _____ The Real Estate *[check one]* is is not located within a Special Assessment Area or
260 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: 22910 Lahon Road, Steger, Illinois 60475 (VACANT LOT) _____ 06.0

261 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
262 matters that require modification of the representations previously made in this Paragraph 23, Seller shall
263 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
264 terminate this Contract by Notice to Seller and this Contract shall be null and void.

265 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal
266 holidays. Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time.

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

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

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

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

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

295 **27. NOTICE:** Except as provided in Paragraph 32 c) 2) regarding the manner of service for "kick-out" Notices, all
296 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
297 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 298 a) By personal delivery; or
- 299 b) By mailing to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except
300 as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- 301 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
302 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 _____

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303 during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after
304 transmission; or
305 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
306 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
307 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective
308 date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may
309 opt out of future e-mail Notice by any form of Notice provided by this Contract; or
310 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
311 following deposit with the overnight delivery company.

312 **28. PERFORMANCE:** Time is of the essence of this Contract. In any action with respect to this Contract, the Parties
313 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to
314 collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

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

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

321 **OPTIONAL PROVISIONS (Applicable ONLY if initialed by all Parties)**

322 *{Initials}* _____ **31. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
323 consented to _____ (Licensee) acting as a Dual Agent in providing
324 brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the
325 transaction referred to in this Contract.

326 _____ **32. SALE OF BUYER'S REAL ESTATE:**

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

328 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

329 _____
330 Address City State Zip

331 2) Buyer *[check one]* has has not entered into a contract to sell Buyer's real estate.

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

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

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

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

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

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

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

342 *[For information only]* Broker: _____

343 Broker's Address: _____ Phone: _____

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

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

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

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

- 346 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that
347 is in full force and effect as of _____, 20 _____. Such contract should provide for a closing
348 date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set
349 forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this
350 Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's
351 real estate is not served on or before the close of business on the date set forth in this subparagraph,
352 Buyer shall be deemed to have waived all contingencies contained in this Paragraph 32, and this
353 Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must
354 be completed.)
- 355 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 32
356 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real
357 estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of
358 Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale
359 of Buyer's real estate is served before the close of business on the next Business Day after the date set
360 forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described
361 in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this
362 Paragraph 32, and this Contract shall remain in full force and effect.
- 363 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in
364 Paragraph 32 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 32 b) 1)), Buyer shall,
365 within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part
366 of said Notice, waives all contingencies in Paragraph 32 and complies with Paragraph 32 d), this Contract
367 shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served
368 within the time specified, Buyer shall be in default under the terms of this Contract.
- 369 **c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency,
370 Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
- 371 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in
372 Paragraph 32 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____
373 hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 32 b), subject to
374 Paragraph 32 d).
- 375 2) Seller's Notice to Buyer (commonly referred to as a 'kick-out' Notice) shall be in writing and shall be served
376 on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such 'kick-out' Notice should
377 be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies
378 shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all
379 Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
- 380 a) By personal delivery effective at the time and date of personal delivery; or
381 b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be
382 effective at 10:00 A.M. on the morning of the second day following deposit of Notice in the U.S. Mail; or
383 c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4:00 P.M.
384 Chicago time on the next delivery day following deposit with the overnight delivery company,
385 whichever first occurs.
- 386 3) If Buyer complies with the provisions of Paragraph 32 d) then this Contract shall remain in full force and effect.
- 387 4) If the contingencies set forth in Paragraph 32 b) are NOT waived in writing, within said time period by
388 Buyer, this Contract shall be null and void.

Buyer Initial _____ Buyer Initial _____

Seller Initial _____ Seller Initial _____

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v6.0

- 389 5) Except as provided in Paragraph 32 c) 2) above, all Notices shall be made in the manner provided by
390 Paragraph 27 of this Contract.
391 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or
392 representative.
393 d) **WAIVER OF PARAGRAPH 32 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
394 Paragraph 32 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
395 money in the amount of \$ _____ in the form of a cashier's or certified check within the time
396 specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be
397 deemed ineffective and this Contract shall be null and void.
398 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained
399 in Paragraph 32 at any time, and Buyer agrees to cooperate in providing relevant information.

400 _____ **33. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
401 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
402 _____, 20____. In the event the prior contract is not cancelled within the time specified, this
403 Contract shall be null and void. Seller's notice to the purchaser under the prior contract should not be served
404 until after Attorney Review and Professional Inspections provisions of this Contract have expired, been
405 satisfied or waived.

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

408 _____ **35. CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the HUD-1
409 Settlement Statement or Closing Disclosure, and if not, such lesser amount as the lender permits, Seller agrees to
410 credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

411 *SG 10.3.2017* **36. TRANSACTIONS NOT CONTINGENT ON FINANCING: IF EITHER OF THE FOLLOWING**
412 **ALTERNATIVE OPTIONS IS SELECTED, THE PROVISIONS OF THE MORTGAGE CONTINGENCY PARAGRAPH 8**
413 **SHALL NOT APPLY [CHOOSE ONLY ONE]:**

414 a) *SG 10.3.2017* **Transaction With No Mortgage (All Cash):** If this selection is made, Buyer will pay at closing,
415 in the form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the
416 amount of the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the
417 Date of Offer, that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees
418 to verify the above representation upon the reasonable request of Seller and to authorize the disclosure of such
419 financial information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to provide
420 the availability of sufficient funds to close. Buyer understands and agrees that, so long as Seller has fully
421 complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller,
422 whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at closing, shall
423 constitute a material breach of this Contract by Buyer. The Parties shall share the title company escrow closing
424 fee equally. Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale
425 and/or closing of Buyer's existing real estate.

426 b) _____ **Transaction, Mortgage Allowed:** If this selection is made, Buyer will pay at closing, in the
427 form of "Good Funds" the difference (plus or minus prorations) between the Purchase Price and the amount of
428 the Earnest Money deposited pursuant to Paragraph 4 above. Buyer represents to Seller, as of the Date of Offer,
429 that Buyer has sufficient funds available to satisfy the provisions of this paragraph. Buyer agrees to verify the
430 above representation upon the reasonable request of Seller and to authorize the disclosure of such financial
431 information to Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the
432 availability of sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

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

433 promptly cooperate with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but
434 not limited to providing access to the Real Estate to satisfy Buyer's obligations to pay the balance due (plus or
435 minus prorations) to close this transaction. Such cooperation shall include the performance in a timely manner
436 of all of Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon
437 Buyer obtaining a commitment for financing. Buyer understands and agrees that, so long as Seller has fully
438 complied with Seller's obligations under this Contract, any act or omission outside of the control of Seller,
439 whether intentional or not, that prevents Buyer from satisfying the balance due from Buyer at Closing shall
440 constitute a material breach of this Contract by Buyer. Buyer shall pay the title company escrow closing fee.
441 Unless otherwise provided in Paragraph 32, this Contract shall not be contingent upon the sale and/or
442 closing of Buyer's existing real estate.

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

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

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

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

- 470 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
471 and including the day of delivery of Possession, if on or before the Possession Date;
- 472 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
473 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) v6.0

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

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

490 _____ 42. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
491 Estate by _____
492 Buyer's Specified Party, within five (5) Business Days after the Date of Acceptance. In the event Buyer's Specified
493 Party does not approve of the Real Estate and Notice is given to Seller within the time specified, this Contract shall
494 be null and void. If Notice is not served within the time specified, this provision shall be deemed waived by the
495 Parties and this Contract shall remain in full force and effect.

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

502 SG 1032017 44. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
503 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
504 with such additional terms as either Party may deem necessary, providing for one or more of the following [check applicable boxes]:

- 505 Articles of Agreement for Deed Assumption of Seller's Mortgage Commercial/Investment
506 or Purchase Money Mortgage Cooperative Apartment New Construction
507 Short Sale Tax-Deferred Exchange Vacant Land

508 [LINES 508-511 LEFT INTENTIONALLY BLANK]
509
510
511

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

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

22910 LAHOS RD

APPRAISAL OF REAL PROPERTY



LOCATED AT

22910 Lahon Rd
Steger, IL 60475
Lot 65 in McIntosh 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
Arvia Appraisals LLC
425 Joliet Street, Suite 323
Dyer, IN 46311
(219) 865-0892
ms@arviaappraisals.com

Arvia & Associates
LAND APPRAISAL REPORT

File No.

Borrower N/A Census Tract 8297.00 Map Reference 16974
 Property Address 22910 Lahon Rd
 City Steger County Will State IL Zip Code 60475
 Legal Description Lot 65 in McIntosh Miller Woods
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 801 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client Village of Steger Address 3320 Lewis Ave, Steger, IL 60475
 Occupant Vacant Land Appraiser Michael A Szatkowski - IL Instructions to Appraiser Appraise vacant land as is.

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present 60 % One-Unit 0 % 2-4 Unit 0 % Apts. 0 % Condo 5 % Commercial
 Land Use 5 % Industrial 30 % Vacant %
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant 5 % Vacant
 One-Unit Price Range \$ 10,000 to \$ 397,000 Predominant Value \$ 100,000
 One-Unit Age Range 0 yrs. to 75 yrs. Predominant Age 55 yrs.
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located in a developed suburban residential neighborhood which is comprised of single family detached residences of various designs ages and amenities. Area maintenance levels are average. The location is convenient to schools, shopping and other amenities. No adverse locational factors were noted.

SITE

Dimensions 159x190x159x189 Per Plat = 30,130 Sf Corner Lot
 Zoning Classification Residential Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) _____
 Elec. Public Other (Describe) _____
 Gas _____
 Water Well/typical _____
 San. Sewer Septic/typical _____
 Underground Elect. & Tel. _____
 OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Asphalt
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Basically Level
 Size Typical
 Shape Rectangular
 View Residential
 Drainage Appears Adequate
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) No survey submitted. No adverse easements or encroachments observed. Site is typical in size and shape. Typical public utility easements exist. The lot is serviced by well and septic which is typical in this market and it is not currently feasible to attach to public water and sewage.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing 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 Merioneth Dr Crete, IL 60417	3962 Gloucester Dr Crete, IL 60417			
Proximity to Subject		1.08 miles SW	1.73 miles S	1.68 miles S			
Sales Price	\$ N/A	\$ 13,500	\$ 20,000	\$ 20,000			
Price \$/Sq. Ft.	\$	\$ 0.73	\$ 0.39	\$ 1.08			
Data Source(s)		Mis #08351764	Mis #08695293	Mis #08695308			
ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Date of Sale/Time Adj.	N/A	06/22/2016		02/17/2017		02/17/2017	
Location	Residential	Residential		Residential		Residential	
Site/View	30,130 Sf	18,300 Sf	+2,962	51,789 Sf	-5,292	18,455 Sf	+2,918
Water/Sewage	Well/Septic	PubWat/Sewage	-1,350	PubWat/Sewage	-2,000	PubWat/Sewage	-2,000
Sales or Financing Concessions	N/A						
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,612	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -7,292	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 918			
Indicated Value of Subject		11.9 31.9 \$ 15,112	36.5 36.5 \$ 12,708	4.6 24.6 \$ 20,918			

Comments on Market Data Due to the lack of more recent and proximate 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 compete for the same level of buyers as the subject. Lot size differences and water and sewage adjustments are required.

Comments and Conditions of Appraisal Although dated, based on location within Steger, sale #1 is considered to be the best indicator of value and is given the most weight in the appraiser's final opinion of value. The appraiser's final opinion of value is based on the extraordinary assumption that construction of a single family home is legally permissible and that the information provided by the Assessor web site and MRED Mis are correct.

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

RECONCILIATION

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED BY THE SUBJECT PROPERTY AS OF 09/25/2017 TO BE \$ 15,000

Appraiser Michael A Szatkowski - IL Supervisory Appraiser (if applicable) _____
 Date of Signature and Report 09/26/2017 Date of Signature _____
 Title _____ Title _____
 State Certification # CR60500109 ST IN State Certification # _____ ST _____
 Or State License # _____ ST _____ Or State License # _____ ST _____
 Expiration Date of State Certification or License 06/30/2018 Expiration Date of State Certification or License _____
 Date of Inspection (if applicable) 09/25/2017 Did Did Not Inspect Property Date of Inspection _____

Subject Photo Page

Borrower	N/A						
Property Address	22910 Lahon Rd						
City	Steger	County	Will	State	IL	Zip Code	60475
Lender/Client	Village of Steger						



Subject Front

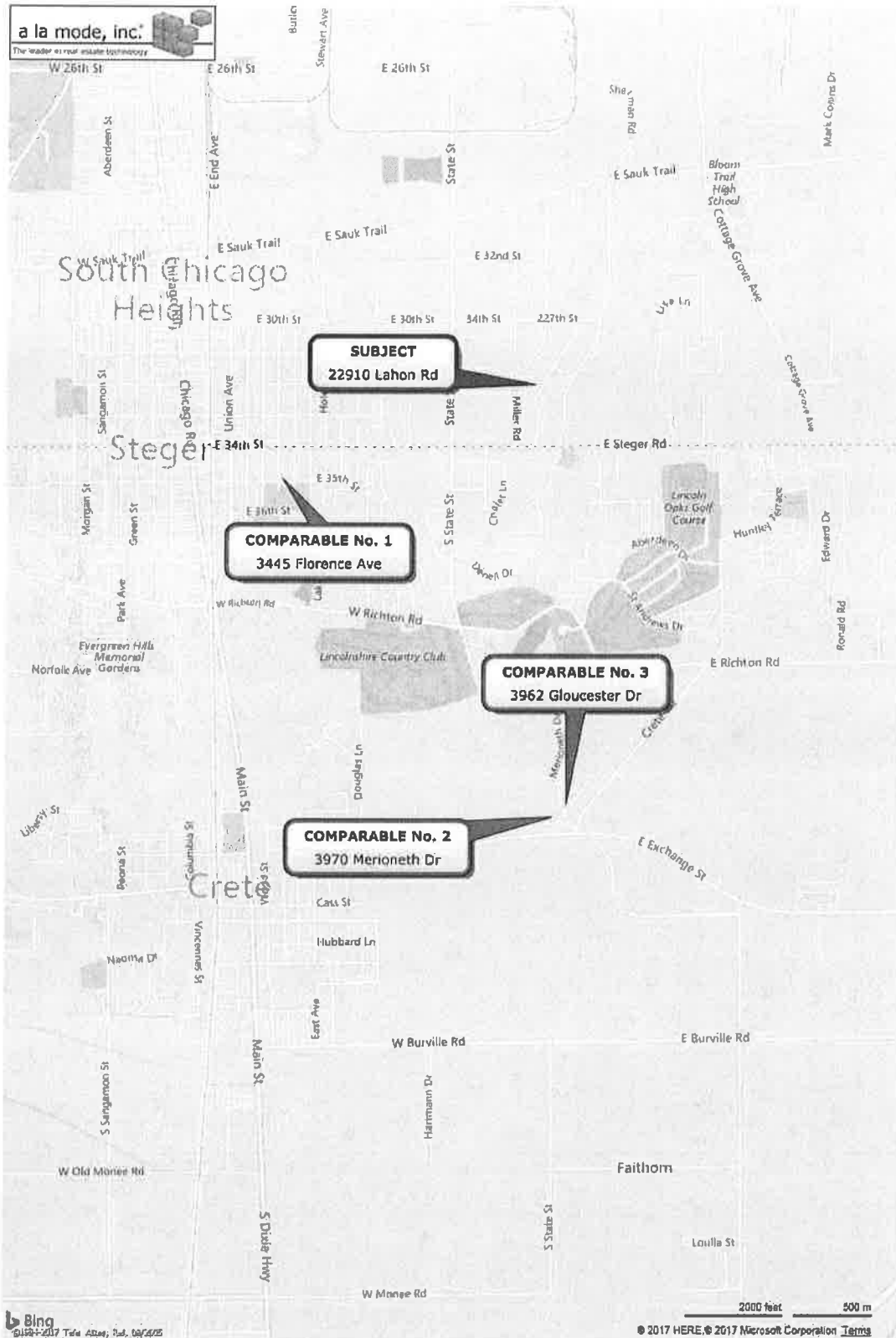
22910 Lahon Rd
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View 30,130 Sf
Site
Quality
Age



Subject Street

Location Map

Borrower	N/A				
Property Address	22910 Lahon Rd				
City	Steger	County Will	State IL	Zip Code 60475	
Lender/Client	Village of Steger				



Aerial Map

Borrower	N/A						
Property Address	22910 Lahon Rd						
City	Steger	County	Will	State	IL	Zip Code	60475
Lender/Client	Village of Steger						



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

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.

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

Exhibit A; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have reviewed the Documents and have determined that retaining the Personal Property, which is obsolete, is no longer usable or repairable or is surplus property or rubbish, is no longer necessary or useful to or for the best interests of the Village; and

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

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

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

**ARTICLE I.
IN GENERAL**

Section 1.00 Incorporation Clause.

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

Section 2.00 Purpose.

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

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

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

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

SECTION 4: Headings.

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

SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

(SIGNATURE PAGE TO FOLLOW)

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: