## VILLAGE OF

# **STEGER**

# BOARD OF TRUSTEES

# REGULAR MEETING AGENDA

## 3320 Lewis Avenue, Steger IL 60475

# NOVEMBER 5, 2018 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of October 15th Board Meeting
- E. MINUTES of October 24th Special Board Meeting
- F. MINUTES of October 29th Special Board Meeting
- G. AUDIENCE PARTICIPATION
- H. 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. Housing and Community Development Director
  - 3. Attorney
  - 4. Treasurer
  - 5. Trustee/Liaison
  - 6. Clerk
  - 7. Mayor's Report
- I. PAYING OF THE BILLS

The Village of Steger, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Human Resource Department at (708) 754-3395 to allow the Village to make reasonable accommodations for those persons

### MONDAY NOVEMBER 5, 2018 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- J. CORRESPONDENCE
- K. UNFINISHED BUSINESS:
- L. NEW BUSINESS:

ORDINANCE NO. 1205 AN ORDINANCE, AMENDING CHAPTER 18,

**BUILDING AND BUILDING REGULATIONS, BY** 

ADDING ARTICLE X, "REGISTRATION OF DEFAULTED MORTGAGES AND VACANT

**PROPERTY** 

RESOLUTION NO. 1126 A RESOLUTION RELATING TO PARTICPATION

BY ELECTED OFFICIALS IN THE ILLINOIS

MUNICIPAL RETIREMENT FUND.

Motion to approve and authorize the execution of the Collective Bargaining agreement between Metropolitan Alliance of Police Steger Chapter 117 and the Village of Steger, commencing on May 1, 2017 and expiring on April 30, 2020.

MOTION TO APPROVE AN AGREEMENT BETWEEN VILLAGE OF STEGER AND PROPERTY REGISTRATION CHAMPIONS, LLC.

TEMPORARY BUSINESS LICENSE APPLICATION OF TWISTED VINE AT 3444 CHICAGO ROAD.

K. ADJOURNMENT

SYS DATE:11/01/18

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KNIGHT ENGINEERS & ARCHITECTS

23096-21

Village of Steger
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/ P WARRANT LIST REGISTER # 874 SYS TIME:15:59

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PAYABLE TO **AMOUNT** CHECK DATE CHECK NO INV NO G/L NUMBER **DESCRIPTION** DIST ========= \_\_\_\_\_\_ \_\_\_\_\_\_ MERTS HVAC 09935 01-00-31100 48.50 MAINT.-BUILDING EXCEL ELECTRIC INC 122445 01-00-31401 MAINT.-STREET LIG 260.80 JAMES HERR & SONS 107198 01-00-31805 MAINT.-VEHICLES 385.40 VALVOLINE INSTANT OIL CHANGE 49915 01-00-31805 47.88 MAINT.-VEHICLES CDW GOVERNMENT INC 98.68-PGW9519 01-00-32901 MAINT.-COMPUTER S GUARANTEED TECHNICAL SERV & CONSULT INC 2018251 01-00-32901 MAINT.-COMPUTER S 23.02 GUARANTEED TECHNICAL SERV & CONSULT INC 2018251 01-00-32901 MAINT.-COMPUTER S 90.00 HERITAGE F/S, INC. 75119 01-00-33300 GASOLINE & OIL 43.52 HERITAGE F/S, INC. 75231 01-00-33300 GASOLINE & OIL 73.47 HERITAGE F/S, INC. 93.84 75266 01-00-33300 GASOLINE & OIL HERITAGE F/S, INC. 75266 01-00-33300 GASOLINE & OIL 65.82 HERITAGE F/S, INC. GASOLINE & OIL 01-00-33300 13.87 75266 HERITAGE F/S, INC. 75346 01-00-33300 GASOLINE & OIL 65.60 INC. HERITAGE F/S, 75498 01-00-33300 GASOLINE & OIL 48.64 LOCIS 175.00 01-00-33500 OFFICE SUPPLIES 40087 WALTON OFFICE SUPPLY 01-00-33500 OFFICE SUPPLIES 32.38 305965-1 WALTON OFFICE SUPPLY 306214-0 01-00-33500 OFFICE SUPPLIES 97.12 COMCAST 01-00-33700 119.85 102018 **TELEPHONE** VERIZON WIRELESS 01-00-33700 306.93 9815864239 **TELEPHONE** NEOPOST USA MAIL FINANCE STEG0011247254 01-00-33901 RENTAL-EQUIPMENT 500.00 T & T BUSINESS SYSTEMS, INC. 96363 01-00-33901 RENTAL-EQUIPMENT 141.00 PACE SUBURBAN BUS / V A N P 00 525855 01-00-33902 SENIOR BUS LEASE 100.00 DEL GALDO LAW GROUP LLC 21416 01-00-34100 LEGAL SERVICES 5047.50 DEL GALDO LAW GROUP LLC 01-00-34100 LEGAL SERVICES 633.75 21417 DEL GALDO LAW GROUP LLC 2450.00 01-00-34100 LEGAL SERVICES 21549 DEL GALDO LAW GROUP LLC 01-00-34100 LEGAL SERVICES 487.50 21565 DEL GALDO LAW GROUP LLC 01-00-34100 LEGAL SERVICES 48.75 21566 GIANOPOLUS, DENNIS G. P.C. 01-00-34100 LEGAL SERVICES 1691.25 17794

01-00-34102

PROFESSIONAL SERV

171.50

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PAYABLE TO	INV NO G,	/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
	ERS & ARCHITECTS			
	19525-07 ERS & ARCHITECTS	01-00-34300	ENGINEERING SERVI	6186.50
	19527-07	01-00-34300	ENGINEERING SERVI	4906.00
	ERS & ARCHITECTS 19528-03	01-00-34300	ENGINEERING SERVI	375.00
	ERS & ARCHITECTS 19662-08	01-00-34300	ENGINEERING SERVI	469.90
	1810272	01-00-34500	CONSULTING SERVIC	4550.00
	ET HOSPITAL, P.C 142005	01-00-34600	IMPOUNDING FEES	440.00
CHICAGO TRIBU	NE COMPANY 001498145000	01-00-35500	NOTICES-ANNUAL TR	858.48
PETERSON, ALI	CE HALLOWEEN 2018	01-00-38899	ENTERTAINMENT EXP	218.80
OnSolve LLC	ECN-033714	01-00-38901	CODE RED ANNUAL F	3500.00
PROSHRED SECU		01-00-38917	REFUSE/SHREDDING	45.00
	E LICENSING CORP	01-00-39701	STEGER EVENTS-EXP	
304173373	01-00-33701	STEGER EVENTS EX	330.00	
TOTAL FOR	FUND 01	DEPT. 00		35303.89
REGENCY ELECT	102418	01-01-30260	SALARY-ELECTRICAL	525.00
		4		525.00
TOTAL FOR	FUND 01	DEPT. 01		525.00
MUNICIPAL COL	LECTION SERVICES 013047	01-06-34901	C-TICKET EXPENSES	106.48
	013047	01-00-34901	C TICKET EXTENSES	200110
TOTAL FOR	FUND 01	DEPT. 06		106.48
VERIZON WIREL	9815864239	01-07-33700	TELEPHONE	89.52
DACAV INDUSTR	RIES 8729	01-07-37302	NEW-UNIFORMS	17.00
				400.00
TOTAL FOR	FUND 01	DEPT. 07		106.52
KNIGHT ENGINE	EERS & ARCHITECTS 19665-07	01-08-34300	ENGINEERING SERVI	381.33

DEPT. 08

TOTAL FOR FUND 01

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PAYABLE TO  INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
ANDY FRAIN SERVICES INC 263844	01-19-30900	SALARY - CROSSING	3592.89
TOTAL FOR FUND 01	DEPT. 19		3592.89
AFFILIATED CUSTOMER SERVICE R62821	INC 01-20-31100	FIRE ALARM SVC	395.00
MERTS HVAC 09935	01-20-31100	MAINT-BUILDING	48.50
MONARCH AUTO SUPPLY INC 6981-428689	01-20-31805	MAINT-VEHICLES	20.38
MONARCH AUTO SUPPLY INC 6981-429002	01-20-31805	MAINT-VEHICLES	563.98
MONARCH AUTO SUPPLY INC 6981-440702	01-20-31805	MAINT-VEHICLES	18.06
GUARANTEED TECHNICAL SERV & 2018251	CONSULT INC 01-20-32901	MAINT-COMPUTER SO	23.00
NICOR GAS 1000 9 100918	01-20-33200	NATURAL GAS	29.75
HERITAGE F/S, INC. 75119	01-20-33300	GASOLINE & OIL	140.62
HERITAGE F/S, INC. 75231	01-20-33300	GASOLINE & OIL	125.65
HERITAGE F/S, INC. 75266	01-20-33300	DIESEL FUEL	148.80
HERITAGE F/S, INC. 75266	01-20-33300	GASOLINE & OIL	143.89
HERITAGE F/S, INC. 75346	01-20-33300	GASOLINE & OIL	268.58
HERITAGE F/S, INC. 75435	01-20-33300	DIESEL FUEL	204.16
HERITAGE F/S, INC.	01-20-33300	GASOLINE & OIL	168.84
75498 ANDERSON, AARON			
SAF-251247 FERGUSON FACILITIES SUPPLY	01-20-33501	SHOP SUPPLIES	102.08
I4173478 MENARDS – MATTESON	01-20-33501	SHOP SUPPLIES	58.67
87262 VERIZON WIRELESS	01-20-33501	SHOP SUPPLIES	109.74
9815864239 COMCAST	01-20-33700	TELEPHONE/CELL/AI	161.32
102018 AIRGAS USA LLC	01-20-33701	CABLE/INTERNET	178.70
9081368097 HENRY SCHEIN	01-20-33702	AMBULANCE SUPPLIE	259.25
58615664 CANON FINANCIAL SERVICES, IN	01-20-33702	AMBULANCE SUPPLIE	331.20
19315711	01-20-33901	RENTAL EQUIPMENT	238.20
METRO PARAMEDIC SERVICES INC 020-00932	01-20-34250	AMBULANCE SERVICE	21922.86
COUNTY OF WILL  NOV.2018-001	01-20-34252	EASTCOM DISPATCH	3704.92
CHAMPION SPORTSWEAR 67122	01-20-37302	NEW UNIFORMS	129.50

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١.	INV NO	G/L NUMBER	DESCRIPTION	DIST
)	EQUIPMENT MANAGEMENT COMPANY			:========
	54421 WITMER PUBLIC SAFETY GROUP	01-20-37805	NEW PERSONAL EQUI	63.50
	E1767784 CDW GOVERNMENT INC	01-20-37805	NEW PERSONAL EQUIT	50.98
	PQX8688	01-20-37902	NEW COMPUTER HARD	377.95
	TOTAL FOR FUND 01	DEPT. 20		29988.08
	ELMER & SON LOCKSMITHS INC 364385	01-40-31100	MAINT-BUILDING	25.00
	SOUTH HOLLAND PAPER CO. 414432	01-40-31100	MAINT-BUILDING	41.38
	TRAFFIC LOGIX CORPORATION SIN02212	01-40-31800	MAINT-TOOLS & WOR	550.00
	NICOR GAS 1000 5 100918	01-40-33200	HEAT	121.10
	HERITAGE F/S, INC. 75119	01-40-33300	GASOLINE & OIL	499.90
	HERITAGE F/S, INC. 75231	01-40-33300	GASOLINE & OIL	680.19
	HERITAGE F/S, INC. 75266	01-40-33300	GASOLINE & OIL	837.51
	HERITAGE F/S, INC. 75346	01-40-33300	GASOLINE & OIL	702.55
	HERITAGE F/S, INC. 75498	01-40-33300	GASOLINE & OIL	837.41
	WALTON OFFICE SUPPLY 306174-0	01-40-33500	OFFICE SUPPLIES	278.75
	WALTON OFFICE SUPPLY 306176-0	01-40-33500	OFFICE SUPPLIES	72.65
	WALTON OFFICE SUPPLY 306182-0	01-40-33500	OFFICE SUPPLIES	38.36
	A T & T 101618	01-40-33700	TELEPHONE/CELL/AI	156.85
	COMCAST 71299924	01-40-33700	TELEPHONE/CELL/AI	712.39
	COMCAST 100618	01-40-33700	TELEPHONE/CELL/AI	237.81
	IL DEPT OF INNOVATION AND TEC T1906066		TELEPHONE/CELL/AI	5.00
	IL DEPT OF INNOVATION AND TEC T1909187		TELEPHONE TELEPHONE	5.00
	VERIZON WIRELESS 9815864239	01-40-33700	TELEPHONE/CELL/AI	773.90
	VERIZON WIRELESS 9815864239	01-40-33700	TELEPHONE/CELL/AI	18.99
	COMCAST 100618	01-40-33700	CABLE/INTERNET	199.17
	CANON FINANCIAL SERVICES, INC		RENTAL EXPENSE	238.20
	19315711 KIESLER'S POLICE SUPPLY INC. 00879574		AMMUNITION, TARGE	3683.77
	RICH CONSTRUCTION EMERGENCY B 2217		PROFESSIONAL SERV	139.10
	2211	0T-40.34T05	THOTESSIONAL SERV	T33.T0

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	PAYABLE TO		/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
)					
		ECHNICAL SERV & CO 2018251 ECHNICAL SERV & CO	01-40-34104	COMPUTER IT	23.00
		2018251	01-40-34104	COMPUTER IT	135.00
	COUNTY OF WI	LL NOV.2018-001 IFORM COMPANY INC	01-40-34252	EASTCOM DISPATCH	16902.41
		270026	01-40-37302	NEW-UNIFORMS	171.80
		IFORM COMPANY INC 270069	01-40-37302	NEW-UNIFORMS	600.00
		IFORM COMPANY INC 270071	01-40-37302	BODY ARMOR	595.00
	JCM UNIFORMS	748442	01-40-37302	NEW-UNIFORMS	299.89
	MARLIN BUSIN	16400138	01-40-37902	NEW-COMPUTER HARD	1034.42
		RFEITURE SECTION 18-01019	01-40-38802	EXPENDITURES-ST S	75.00
	FAJMAN, PETER	HOMICIDE TRNING	01-40-38840	TRAVEL/MEALS REIM	250.86
	PROSHRED SEC	JRITY 100116902	01-40-38917	RECORD DISPOSAL	45.00
	545				
	TOTAL FOR	FUND 01	DEPT. 40		30987.36
	LAW OFFICES (	OF J.C. BROIHIER 1816	01-42-38900	ALL OTHER	1500.00
	TOTAL FOR	FUND 01	DEPT. 42		1500.00
	TOTAL FOR	FUND 01		102491.55	
	M & M HOME RE	EMODELING SERVICES 177512	03-30-31100	MAINT-BUILDING	2750.00
	MERTS HVAC	100320	03-30-31100	MAINT-BUILDING	884.85
	MERTS HVAC	100341	03-30-31100	MAINT-BUILDING	379.00
	GUARANTEED TE	ECHNICAL SERV & CON 2018251		MAINT-COMPUTERS	23.00
	NICOR GAS	1000 4 101118	03-30-32301	HEATING	118.33
	АТ&Т	3690 101618	03-30-33200		
	COMCAST			TELEPHONE	18.53
	VERIZON WIREL		03-30-33700	TELEPHONE	71.17
	COMCAST	9815864239	03-30-33700	TELEPHONE	53.51
	CENTRAL STATE	101718 ES AUTOMATIC SPRINE	03-30-33701 (LERS, INC	CABLE/INTERNET SF	179.70
		23101	03-30-33703	MAINTENANCE CONTR	576.00

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	PAYABLE TO	INV NO	G/L NUMBER	<pre>C DATE CHECK NO      DESCRIPTION</pre>	AMOUNT DIST
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		TA BUSINESS SOLU 9005035744	03-30-33703	MAINTENANCE CONTR	13.40
		TA BUSINESS SOLU 9005037431	03-30-33703	MAINTENANCE CONTR	30.25
		NE ALARM MONITOR 100318	1NG, 1NC. 03-30-33704	SECURITY SYSTEM	70.96
	THE NEON NUTS	HALLOWEEN 2018	03-30-38899	ENTERTAINMENT EXP	200.00
	WE HAVE YOU O	7453	03-30-38899	ENTERTAINMENT EXP	500.00
		2019 SUBSCRIPT YNCHRONY BANK	03-30-38901	NEWS SUBSCRIPTION	154.44
	SAM S CLUB/SI	2019 MEMBERSHIP	03-30-38901	LSCC MEMBERSHIP	85.00
	TOTAL FOR	FUND 03	DEPT. 30		6108.14
	CRETE LUMBER	в133527	03-31-31300	MAINT-PARKS/PLAYG	324.89
		REE & TURF PROFES 47219	SSIONALS INC 03-31-31300	MAINT-PARKS/PLAYG	195.00
	PET WASTE CO.	244904	03-31-31300	MAINT-PARKS/PLAYG	129.99
	TOTAL FOR	FUND 03	DEPT. 31		649.88
	SAM'S CLUB/SY	/NCHRONY BANK 2019 MEMBERSHIP	03-51-38909	MEMBERSHIP	80.00
	TOTAL FOR	FUND 03	DEPT. 51		80.00
	SAM'S CLUB/SY	NCHRONY BANK	03-53-33930	CONCESSION STAND-	298.45
	SAM'S CLUB/SY			CONCESSIONS FOOTB	
	SAM'S CLUB/SY	NCHRONY BANK SC010737	03-53-33930	CONCESSION STAND-	12.13-
	WILL COUNTY H	HEALTH DEPARTMENTIN0144754		CONCESSION STAND-	63.75
	RJ GAFFNEY PR		03-53-37305	NEW-UNIFORMS-FOOT	
	SAM'S CLUB/SY			MEMBERSHIP	40.00
					3.0.00
	TOTAL FOR	FUND 03	DEPT. 53		548.44
	WILL COUNTY L	HEALTH DEPARTMENT	т		
	SAM'S CLUB/SY	IN0144754	03-56-33930	CONCESSION STAND-	63.75
	JAN 3 CLUB/31	2019 MEMBERSHIP	03-56-38909	MEMBERSHIP	40.00

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TOTAL FOR FUND	0.2	DEDT [C		103.75
TOTAL FOR FUND	03	DEPT. 56		103.73
TOTAL FOR FUND	03		7490.21	
BRITES TRANSPORTAT	0	06-00-31204	MAINT-PATCHING (R	689.81
BRITES TRANSPORTATE 69291	1	06-00-31204	MAINT-PATCHING (R	385.21
CLARKES GARDEN CEN 1019	18	06-00-31204	MAINT-PATCHING (K	120.00
GALLAGHER MATERIAL 7993		06-00-31204	MAINT-PATCHING (R	505.92
GALLAGHER MATERIAL 8111	LS CORP	06-00-31204	MAINT-PATCHING (R	478.28
MILLERS READY MIX 08182	22	06-00-31204	MAINT-PATCHING (R	494.00
EXCEL ELECTRIC INC 1224		06-00-31504	LOCATE-MAINS	450.00
CORE & MAIN J6090	098	06-00-31504	MAINT-MAINS	688.68
CORE & MAIN J6274	474	06-00-31504	MAINT-MAINS	1186.78
CORE & MAIN J6422		06-00-31504	MAINT-MAINS	688.68
APEX INDUSTRIAL AU 11554	UTOMATION, LI	_C 06-00-31800	MAINT-TOOLS & WOR	275.81
FASTENAL COMPANY	E 139143	06-00-31800	MAINT-TOOLS & WOR	5.03
FASTENAL COMPANY	E146057	06-00-31800	MAINT-TOOLS & WOR	221.98-
GUARANTEED TECHNIC 2018	CAL SERV & CO		MAINT-OTHER	23.00
COMED 5200	3 101018	06-00-33100	ELECTRIC	33.58
COMED 6703	6 101018	06-00-33101	ELECTRIC-WATER PU	1409.35
NICOR GAS	1 0090718	06-00-33200	HEATING	33.60
HERITAGE F/S, INC 7511	•	06-00-33300	GASOLINE & OIL	109.22
HERITAGE F/S, INC 7523	•	06-00-33300	GASOLINE & OIL	178.23
HERITAGE F/S, INC 7526	•	06-00-33300	DIESEL FUEL	382.24
HERITAGE F/S, INC 7526	•	06-00-33300	GASOLINE & OIL	312.80
HERITAGE F/S, INC		06-00-33300	GASOLINE & OIL	226.84
7534 HERITAGE F/S, INC	1	06-00-33300	DIESEL FUEL	289.58
7543 HERITAGE F/S, INC		06-00-33300	GASOLINE & OIL	96.28
7549 PIONEER OFFICE FO	RMS INC.			70.97
9338	ь	06-00-33400	PRINTING & SUPPLI	10.57

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A/P WARRANT LIST

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DATE: 11/01/18 PAGE PAYABLE TO **AMOUNT** CHECK DATE CHECK NO INV NO G/L NUMBER DESCRIPTION DIST \_\_\_\_\_\_ FASTENAL COMPANY ILSTE145403 06-00-33501 15.26 SHOP SUPPLIES FASTENAL COMPANY ILSTE146746 06-00-33501 41.53 SHOP SUPPLIES USA BLUE BOOK 709221 06-00-33501 60.25 SHOP SUPPLIES VERIZON WIRELESS 9815864239 06-00-33700 404.41 **TELEPHONE** UNIFIRST CORPORATION 06-00-33800 19.78 062 0321416 UNIFORM SERVICE UNIFIRST CORPORATION 062 0321484 06-00-33800 69.18 UNIFORM SERVICE UNIFIRST CORPORATION 062 0322388 06-00-33800 UNIFORM SERVICE 68.44 UNIFIRST CORPORATION 25.64 062 0323218 06-00-33800 UNIFORM SERVICE UNIFIRST CORPORATION 06-00-33800 82.75 062 0323283 UNIFORM SERVICE UNIFIRST CORPORATION 69.18 062 0520566 06-00-33800 UNIFORM SERVICE AIDE RENTALS & SALES 108400-1 06-00-33901 RENTAL-EQUIP/TOOL 87.36 AIDE RENTALS & SALES 257.60 108623-1 06-00-33901 RENTAL-EQUIP/TOOL GW & ASSOCIATES, PC 1810272 06-00-34400 AUDITING & ACCOUN 2450.00 WATER RESOURCES INC 32649 06-00-37507 **NEW-METERS** 1084.32 WATER RESOURCES INC 1071.02 06-00-37507 32698 **NEW-METERS** DEPT. 00 14718.63 TOTAL FOR FUND 06 14718.63 TOTAL FOR FUND 06 TAPCO SAFE TRAVELS 07-00-31210 553.96 MAINT-SIGNS 1616480 GREENSCAPE TREE & TURF PROFESSIONALS INC 07-00-31213 952.00 MAINT-MOWING & PA 48586 DESIDERIO LANDSCAPING LLC. 07-00-31214 25.00 9512 DESIDERIO LANDSCAPING LLC. 07-00-31214 25.00 9513 DESIDERIO LANDSCAPING LLC. 50.00 07-00-31214 9514 DESIDERIO LANDSCAPING LLC. 07-00-31214 25.00 9515 DESIDERIO LANDSCAPING LLC. 25.00 07-00-31214 9516 DESIDERIO LANDSCAPING LLC. 25.00 07-00-31214 9517 DESIDERIO LANDSCAPING LLC. 07-00-31214 25.00 9518 DESIDERIO LANDSCAPING LLC. 25.00 07-00-31214 9519

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DESIDERIO LANDSCAPI 9520	NG LLC.	07-00-31214	25 00
DESIDERIO LANDSCAPI	NG LLC.		25.00
9521 DESIDERIO LANDSCAPI	NG LLC	07-00-31214	25.00
9522		07-00-31214	25.00
DESIDERIO LANDSCAPI 9523		07-00-31214	25.00
DESIDERIO LANDSCAPI 9524	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9525	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI	NG LLC.		
9526 DESIDERIO LANDSCAPI	NG LLC.	07-00-31214	25.00
9527 DESIDERIO LANDSCAPI		07-00-31214	25.00
9528		07-00-31214	25.00
DESIDERIO LANDSCAPI 9529	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9530	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI	NG LLC.		
9531 DESIDERIO LANDSCAPI	NG LLC.	07-00-31214	25.00
9532 DESIDERIO LANDSCAPI	NG LLC	07-00-31214	25.00
9533		07-00-31214	25.00
DESIDERIO LANDSCAPI 9534	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9535	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9536	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI	NG LLC.		•
9538 DESIDERIO LANDSCAPI	NG LLC.	07-00-31214	25.00
9539 DESIDERIO LANDSCAPI		07-00-31214	25.00
9540		07-00-31214	50.00
DESIDERIO LANDSCAPI 9541	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9542	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI	NG LLC.	07-00-31214	25.00
9543 DESIDERIO LANDSCAPI	NG LLC.		
9544 DESIDERIO LANDSCAPI	NG LLC.	07-00-31214	25.00
9545 DESIDERIO LANDSCAPI		07-00-31214	25.00
9546		07-00-31214	25.00
DESIDERIO LANDSCAPI 9547	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI 9548	NG LLC.	07-00-31214	25.00
DESIDERIO LANDSCAPI	NG LLC.		25.00
9549		07-00-31214	23.00

SYS DATE:11/01/18

DATE: 11/01/18

Village of Steger A / P W A R R A N T L I REGISTER # 874 Thursday November 01,2018 LIST

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PAYABLE TO INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
DESIDERIO LANDSCAPING LLC. 9550	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC.			25.00
9551 DESIDERIO LANDSCAPING LLC.	07-00-31214		25.00
9552 DESIDERIO LANDSCAPING LLC.	07-00-31214		25.00
9553 DESIDERIO LANDSCAPING LLC.	07-00-31214		25.00
9554	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC. 9555	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC. 9556	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC. 9557	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC. 9558	07-00-31214		25.00
DESIDERIO LANDSCAPING LLC.			
9559 FASTENAL COMPANY	07-00-31214		25.00
ILSTE 139157 FASTENAL COMPANY	07-00-31800	MAINT-TOOLS & WOR	51.62
ILSTE 146036 SHOREWOOD HOME & AUTO, INC.	07-00-31800	MAINT-TOOLS & WOR	211.98
02-94693 COMPLETE DIESEL CARE INC	07-00-31800	MAINT-TOOLS & WOR	17.28
5922	07-00-31805	VEHICLE MAINT	1865.93
COMPLETE DIESEL CARE INC 5923	07-00-31805	VEHICLE MAINT	1742.24
COMPLETE DIESEL CARE INC 5924	07-00-31805	VEHICLE MAINT	1339.88
JAMES HERR & SONS 107221	07-00-31805	MAINT-VEHICLES	98.88
MONARCH AUTO SUPPLY INC 6981-440441	07-00-31805	MAINT-VEHICLES	
HERITAGE F/S, INC.			251.98
75119 HERITAGE F/S, INC.	07-00-33300	GASOLINE & OIL	109.22
75231 HERITAGE F/S, INC.	07-00-33300	GASOLINE & OIL	178.23
75266 HERITAGE F/S, INC.	07-00-33300	DIESEL FUEL	382.24
75266	07-00-33300	GASOLINE & OIL	312.80
HERITAGE F/S, INC. 75346	07-00-33300	GASOLINE & OIL	224.53
HERITAGE F/S, INC. 75435	07-00-33300	DIESEL FUEL	289.58
HERITAGE F/S, INC. 75498	07-00-33300	GASOLINE & OIL	96.28
FASTENAL COMPANY ILSTE140852	07-00-33501	SHOP SUPPLIES	26.08
KEITH'S POWER EQUIPMENT INC 71076	07-00-33501		
UNIFIRST CORPORATION		SHOP SUPPLIES	26.95
062 0321416 UNIFIRST CORPORATION	07-00-33800	UNIFORM SERVICE	19.78
062 0321484	07-00-33800	UNIFORM SERVICE	69.18

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DATE: 11/01/18

Village of Steger

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PAYABLE TO CHECK DATE CHECK NO AMOUNT G/L NUMBER INV NO DESCRIPTION DIST UNIFIRST CORPORATION 062 0322388 07-00-33800 UNIFORM SERVICE 68.44 UNIFIRST CORPORATION 062 0323218 07-00-33800 UNIFORM SERVICE 25.63 UNIFIRST CORPORATION 062 0323283 07-00-33800 UNIFORM SERVICE 82.74 UNIFIRST CORPORATION 062 0520566 07-00-33800 UNIFORM SERVICE 69.18 GUARANTEED TECHNICAL SERV & CONSULT INC 2018251 07-00-33900 SOFTWARE 23.00 TOTAL FOR FUND 07 DEPT. 00 10314.61 TOTAL FOR FUND 07 10314.61 COOK COUNTY TREASURER 08-00-31400 2018 - 3684.00 MAINT-TRAFFIC & S EXCEL ELECTRIC INC 122468 08-00-31400 MAINT-TRAFFIC & S 1219.83 COM ED 84103 101118 08-00-33102 **ELECTRICITY-TRAFF** 1451.10 COM ED 99093 101618 08-00-33102 3424.23 **ELECTRICITY-TRAFF** TOTAL FOR FUND 08 DEPT. 00 6779.16 TOTAL FOR FUND 08 6779.16 VISION SERVICE PLAN (IL) 805864736 15-00-36901 HEALTH INSURANCE 679.32 HUMANA DENTAL INSURANCE COMPANY 181934298 15-00-36903 DENTAL INSURANCE 3166.92 TOTAL FOR FUND 15 DEPT. 00 3846.24 TOTAL FOR FUND 15 3846.24 GUARANTEED TECHNICAL SERV & CONSULT INC 16-00-32900 MAINT-OTHER 23.00 2018251 HERITAGE F/S, INC. 16-00-33300 GASOLINE & OIL 26.41 HERITAGE F/S, INC. 75266 16-00-33300 GASOLINE & OIL 97.38 HERITAGE F/S INC. 16-00-33300 GASOLINE & OIL 109.96 75346 HERITAGE F/S, INC. 75498 16-00-33300 GASOLINE & OIL 31.16 MENARDS - MATTESON

16-00-33501

87072

SHOP SUPPLIES

17.44

SYS TIME:15:59 [NW2] Village of Steger A / P W A R R A N T L I S T REGISTER # 874 Thursday November 01,2018 SYS DATE: 11/01/18

DATE: 11/01/18 PAGE 12

PAYABLE TO	INV NO	CHECK G/L NUMBER ==========	DESCRIPTION	MOUNT DIST
)				
MENARDS - MA	ATTESON 87465	16-00-33501	SHOP SUPPLIES	20.91
	101018	16-00-33700	TELEPHONE	77.21
VERIZON WIRE	9815864239	16-00-33700	TELEPHONE	118.74
COMCAST	101018	16-00-33701	CABLE/INTERNET SE	89.90
JOHNSON CONT	ROLS SECURITY 31321096	SOLUTIONS 16-00-33704	SECURITY SYSTEM	194.96
JOHNSON CONT	ROLS SECURITY 31355615		SECURITY SYSTEM	130.69
	31333013	10 00 33701	SECONETT STOLET	250.00
TOTAL FOR	R FUND 16	DEPT. 00		937.76
TOTAL FOR	R FUND 16		937.76	
KANE MC KENN	NA AND ASSOCIAT	ES INC 23-00-38900	PAYOUT EXPENSE	1837.50
KANE MC KENN	NA AND ASSOCIAT		PAYOUT EXPENSE	602.25
	15842	23-00-38900	PATOUT EXPENSE	002.23
TOTAL FOR	R FUND 23	DEPT. 00		2439.75
TOTAL FOR	R FUND 23		2439.75	
KNIGHT ENGIN	NEERS & ARCHITE 23097-15	CTS 25-10-30000	PROJECT VILLAGE H	337.10
TOTAL FOR	R FUND 25	DEPT. 10		337.10
TOTAL FOR	R FUND 25		337.10	
** TOTAL	CHECKS TO BE I	SSUED	149355.01	
01	CORPORA	TE ,	102491.55	
03	PLAYGRO	UND/RECREATION	7490.21	
06	WATER/S	EWER FUND	14718.63	
07	ROAD &	BRIDGE	10314.61	
08	MOTOR F	UEL TAX	6779.16	
15	LIABILI	TY INSURANCE FUND	3846.24	
16	H.S.E.M	L <sub>e</sub>	937.76	

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PAYABLE TO

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23

TIF #4 (WILL TIF #2)

2439.75

25

CAPITAL PROJECTS

337.10

TOTAL FOR REGULAR CHECKS:

149,355.01

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DATE: 11/01/18

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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

USSSA INDIANA 766 10/24/18 8006
WITCHES & PITCH 03-56-38903 ENTRY FEES-SOFTBA

175.00

TOTAL FOR FUND 03

DEPT. 56

175.00

TOTAL FOR FUND 03

175.00

TOTAL MANUAL CHECKS LISTED

175.00

\*\* TOTAL OF ALL LISTED CHECKS

149530.01

# 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 15<sup>th</sup> day of October, 2018 in the Municipal Building of the Village of Steger with Village President Kenneth A. Peterson presiding and Village Clerk Joseph M. Zagone, Jr, attending.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Also present were; Police Chief Ken Boehm, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston, Community Center Director Diane Rossi, Fire Chief Nowell Fillion, Village Administrator Mary Jo Seehausen and Director of Housing and Community Development Alice Peterson.

<u>AWARDS, HONORS AND SPECIAL RECOGNITION</u> – Halloween Contest winners announced by SPIRIT Committee Chair Alice Peterson.

4th place	Jabobi Family	3526 Halsted
3 <sup>rd</sup> place	Arnold Family	3147 Morgan
2 <sup>nd</sup> place	Dilbeck Family	3220 Butler
1st place	Cano Family	3525 Williams

Mayor Peterson added that the winners will be on the Village website and social media. He thanked the committee for their efforts.

Fire Chief Nowell Fillion announced the promotion of Lt. Mike Long to Assistant Fire Chief. The Board and the audience congratulated Assistant Fire Chief Long.

### **MINUTES**

Trustee Lopez made a motion to approve the Minutes of the October 1<sup>st</sup> Board Meeting. Trustee Joyce seconded the motion. Voice vote was called; all ayes. Motion carried.

<u>AUDIENCE PARTICIPATION</u> – Pastor Meisner of Immanuel Lutheran Church announced a free breakfast Saturday November 10<sup>th</sup> from 8am to 10am for all veterans and their immediate families.

## <u>REPORTS</u>

Village Administrator Mary Jo Seehausen – no report.

**Director of Public Infrastructure Dave Toepper** – no report, but sees some progress from the Rail Road on the quiet zone.

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Mayor Peterson asked when the yard waste pick up ends for the winter. Trustee Lopez added pick up for yard waste, branches and grass clippings will continue through the end of November.

Fire Chief Nowell Fillion – reported that the Fire Department Cadet program is doing well with eight cadets in program.

Chief Fillion added that the annual Pancake Breakfast with Santa will be Sunday November 25<sup>th</sup> from 7am to noon.

Police Chief Ken Boehm- had no report, but referred to his weekly report.

EMA Chief Tom Johnston had no report.

Community Center Director Diane Rossi – reminded the Board of the annual Halloween Party this Friday from 6-8pm.

Housing and Community Development Director Alice Peterson – had no report, but congratulated all the Halloween Decorating Contestants.

Village Attorney was not present.

## TRUSTEES' REPORTS

Trustee Buxton reported on the Financial Report for Eight Month Period.

Trustee Skrezyna no report

Trustee Lopez no report

Trustee Kozy no report

Trustee Joyce no report

**Trustee Perchinski** announced that the Steger Kiwanis Club is having its Annual Pancake Breakfast on November 11<sup>th</sup> at the Steger VFW.

# VILLAGE CLERK ZAGONE no report

<u>PRESIDENT PETERSON</u> reported that Sears had filed for bankruptcy. The bankruptcy puts the closing date of Steger Kmart in question. Mayor Peterson added that he is working hard to bring a new business into that location.

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Administrator Seehausen added that Halloween Trick or Treat hours will be 3-7pm and the annual bonfire, including free hot dogs, at Veterans Park at 6pm.

### **BILLS**

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

## **UNFINISHED BUSINESS**- none

### **CORRESPONDENCE** – none

#### **NEW BUSINESS-**

Trustee Buxton made a motion to approve the Temporary Business License application of U-Wood's Sweet Spot at 3334 Chicago Road, contingent upon the building plan and the parking plan as approved by Director of Public Infrastructure Trustee Joyce seconded the motion. Trustee Perchinski requested further discussion regarding the floor plan and a scale drawing of the parking. Mayor Peterson explained that the direction of alley traffic in the area will be changed. Trustee Perchinski explained that 20' long parking spaces are required. He also explained that northbound alley traffic will be changed to southbound, only. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to table the Temporary Business License application of D D and S Automotive Group at 33 W. 35th Place. Trustee Perchinski seconded the motion. Voice vote was called; all ayes. Motion carried.

Trustee Perchinski made a motion to approve the Temporary Business License application of Access Granted at 432 34th Street, pending inspections. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to deny the Temporary License for the Steger Kiwanis Club to use Demarcated Space in the Basement of the Steger Police Department. Trustee Lopez seconded the motion. Motion carried. Request denied. Trustee Perchinski suggested consideration of the old Fire Station for Kiwanis' request.

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Trustee Perchinski made a motion to adjourn to closed session to discuss real property. –5 ILCS 120/2 (c) (5)The Purchase or Lease of Real Property for the use of the Public Body, pursuant to Section 2(c)(5) of the Open Meetings Act. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

#### 7:36pm

Trustee Perchinski made a motion to reconvene following closed session. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

#### 8:17pm

#### ADJOURNMENT

Trustee Joyce made a motion to adjourn. Trustee Perchinski seconded the motion. Voice vote was called; all aye. Motion carried.

MEETING ADJOURNED AT 8:18 pm

Kenneth A. Peterson, Jr., Village President

# MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF STEGER, WILL & COOK COUNTIES, ILLINOIS

The Board of Trustees convened in SPECIAL session at 7:55 P.M. on this 24<sup>th</sup> day of October, 2018 in the Municipal Building of the Village of Steger with Village President Kenneth A. Peterson presiding and Village Clerk Joseph M. Zagone, Jr, attending.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Perchinski, Lopez and Buxton. Trustees Kozy and Skrezyna were absent. Also present were; Police Chief Ken Boehm, Director of Public Infrastructure Dave Toepper, Village Administrator Mary Jo Seehausen and Social Media Director Matt Wenzel.

#### 7:57pm

School District 194 Board Member Jill Raymond called the roll. The following School Board Members were present; Michelle Helsel, Jill Raymond, Debbie Page, John Geraci, Karen Turner, Zach Butkus and Susan Edwards.

#### **NEW BUSINESS-**

OPEN FORUM DISCUSSION between the Village of Steger Board of Trustees and School District #194 Board.

#### **ADJOURNMENT**

Trustee Joyce made a motion to adjourn. Trustee Perchinski seconded the motion. Voice vote was called; all aye. Motion carried.

MEETING ADJOURNED AT 9:21 pm

Peterson, J	r., Village Presiden
	. Peterson, J

# 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 6:30 P.M. on this 29<sup>h</sup> day of October, 2018 in the Municipal Building of the Village of Steger with Village President Kenneth A. Peterson presiding and Village Clerk Joseph M. Zagone, Jr, attending.

Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Also present were;, EMA Chief Tom Johnston, Community Center Director Diane Rossi, Administrator Mary Jo Seehausen and Director of Housing and Community Development Alice Peterson.

#### **PUBLIC COMMENT** – None

#### **NEW BUSINESS**-

Trustee Lopez made a motion to adopt ORDINANCE NO. 1203 AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Kozy seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to adopt ORDINANCE NO. 1204 AN ORDINANCE AUTHORIZING THE CONVERSION OF A CERTAIN ALLEY INTO A ONE-WAY ALLEY FOR THE VILLAGE OF STEGER, ILLINOIS, with an amendment to the Ordinance as it is written. Trustee Joyce requests the north/south alleyway behind 3324, 3332, 3334 Chicago Road run in south direction and the east/west alleyway behind 14 W. 33rd Place run in a west direction. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez and Buxton. Mayor Peterson voted aye. Motion carried.

OPEN FORUM-DISCUSSION of possible changes to Chapter 6 "Alcoholic Beverages" of the Municipal Code of Steger, Illinois.

6:55 PM Trustee Buxton excused himself and left the meeting.

Next workshop to further discuss liquor licenses will be Tuesday, November 13<sup>th</sup> at 6:30pm.

Trustee Perchinski made a motion to adjourn to closed session to discuss Imminent or Threatened Litigation. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy and Lopez. Mayor Peterson voted aye. Motion carried.



Village Clerk Joseph M. Zagone, Jr. called the roll. The following Trustees were present, Joyce, Perchinski, Kozy and Lopez. Mayor Peterson was present.

### 8:17pm

#### <u>ADJOURNMENT</u>

Trustee Joyce made a motion to adjourn. Trustee Perchinski seconded the motion. Voice vote was called; all aye. Motion carried.

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MEETING ADJOURNED AT 8:18 pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

# THE VILLAGE OF STEGER COOK AND WILL COUNTIES, ILLINOIS

### **ORDINANCE NUMBER 1205**

AN ORDINANCE, AMENDING CHAPTER 18, BUILDING AND BUILDING REGULATIONS, BY ADDING ARTICLE X, "REGISTRATION OF DEFAULTED MORTGAGES AND VACANT PROPERTY."

KENNETH A. PETERSON, JR., Village President JOSEPH M. ZAGONE, JR., Village Clerk

LEONARD SKREZYNA, JR.

MARK KOZY

TIM PERCHINSKI

ERNIE LOPEZ, JR.

WILLIAM J. JOYCE

RYAN A. BUXTON

Trustees

#### **ORDINANCE 1205**

# AN ORDINANCE, AMENDING CHAPTER 18, BUILDING AND BUILDING REGULATIONS, BY ADDING ARTICLE X, "REGISTRATION OF DEFAULTED MORTGAGES AND VACANT PROPERTY."

WHEREAS, the VILLAGE OF STEGER BOARD OF TRUSTEES desires to protect the public health, safety, and welfare of the citizens of the INCORPORATED area of VILLAGE OF STEGER and maintain a high quality of life for the citizens of the VILLAGE OF STEGER through the maintenance of structures and properties in the VILLAGE OF STEGER; and

WHEREAS, the BOARD OF TRUSTEES recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as "Registrable Properties") located throughout the VILLAGE OF STEGER lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the BOARD OF TRUSTEES has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the BOARD OF TRUSTEES recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the BOARD OF TRUSTEES has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the VILLAGE OF STEGER to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

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

The BOARD OF TRUSTEES finds that the implementation of the following changes and additions will assist the VILLAGE OF STEGER in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing VILLAGE OF STEGER regulations and laws.

- (a) That the foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.
- (b) That the BOARD OF TRUSTEES does hereby amend the VILLAGE OF STEGER Code of Ordinances by creating Chapter 18, Article X entitled "Registration of Defaulted Mortgage and Vacant Property" to read as follows.

# CHAPTER 18, ARTICLE X. - REGISTRATION OF DEFAULTED MORTGAGE AND VACANT PROPERTY

#### Sec. 18-300 PURPOSE AND INTENT.

It is the purpose and intent of the BOARD OF TRUSTEES to establish a process to address the deterioration, crime, and decline in value of VILLAGE OF STEGER neighborhoods caused by property with defaulted mortgages located within the VILLAGE OF STEGER, and to identify, regulate, limit and reduce the number of these properties located within the VILLAGE OF STEGER. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the BOARD OF TRUSTEES's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Defaulted, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

#### Sec. 18-301 DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

**Default** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the VILLAGE OF STEGER to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or

occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

*Mortgagee* shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

**Property Manager** shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

**Real Property** shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the VILLAGE OF STEGER limits.

### Registrable Property shall mean:

- (a) Any Real Property located in the VILLAGE OF STEGER, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "default/foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured; or
- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

**Registry** shall mean a web-based electronic database of searchable Real Property records, used by the VILLAGE OF STEGER to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

**Semi-Annual Registration** shall mean six (6) months from the date of the first action that requires registration, as determined by the VILLAGE OF STEGER, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

*Utilities and Services* shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all VILLAGE OF STEGER codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

*Vacant* shall mean any parcel of land in the VILLAGE OF STEGER that contains any building or structure that is not lawfully occupied.

## Sec. 18-302 APPLICABILITY AND JURISDICTION

This Chapter applies to Defaulted and Vacant property within the VILLAGE OF STEGER.

# Sec. 18-303 ESTABLISHMENT OF A REGISTRY

The VILLAGE OF STEGER, or its designee, does hereby create and establish a registry cataloging each Registrable Property within the VILLAGE OF STEGER, containing the information required by this Chapter.

# Sec. 18-304 INSPECTION AND REGISTRATION OF DEFAULTED MORTGAGE

- (a) Any Mortgagee who holds a mortgage on Real Property located within the VILLAGE OF STEGER shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.
- (b) Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the VILLAGE OF STEGER Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real

Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Defaulted Property.

- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Defaulted Property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the VILLAGE OF STEGER's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.
- (f) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the \$300 Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the \$300.
- (g) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Defaulted Property.
- (h) If the Mortgagee sells or transfers the Defaulted Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Defaulted Property.
- (i) If the Defaulted Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee

equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

- (j) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (k) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Defaulted.
- (l) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF STEGER.
- (m) If any property is in violation of this Chapter the VILLAGE OF STEGER may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (n) Properties registered as a result of this section are not required to be registered again pursuant to the Real Property that is not subject to a mortgage in Default section.

# Sec. 18-305 INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN DEFAULT

- (a) Any Owner of Vacant property located within the VILLAGE OF STEGER shall within ten (10) days after the property becomes Vacant, or within ten (10) days after assuming ownership of the property, whichever is later, register the Real Property with the VILLAGE OF STEGER Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Vacant property. Subsequent Semi-Annual Registrations of Vacant properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the VILLAGE OF

STEGER's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.

- (d) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the \$300 Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the \$300.
- (e) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.
- (g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF STEGER.
- (i) If any property is in violation of this Chapter the VILLAGE OF STEGER may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (j) Properties registered as a result of this section are not required to be registered again pursuant to the Defaulted mortgage property section.

# Sec. 18-306 MAINTENANCE REQUIREMENTS

(a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded

personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.

- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the VILLAGE OF STEGER. Pursuant to a finding and determination by the VILLAGE OF STEGER Sheriff, Magistrate or a court of competent jurisdiction, the VILLAGE OF STEGER may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the VILLAGE OF STEGER.

# Sec. 18-307 SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the

Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.

- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the VILLAGE OF STEGER.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the VILLAGE OF STEGER Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY	•
AND IS INSPECTED ON A REGULAR BASIS.	
THE PROPERTY MANAGER CAN BE CONTACTED	
BY TELEPHONE AT	
OR BY EMAIL AT	•

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF STEGER. The VILLAGE OF STEGER may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

### Sec. 18-308 PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the VILLAGE OF STEGER from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 18-309 PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the VILLAGE OF STEGER.

#### Sec. 18-310 ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement BOARD OF TRUSTEES or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the VILLAGE OF STEGER from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, code enforcement BOARD OF TRUSTEES or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, code enforcement BOARD OF TRUSTEES or special magistrate may direct the VILLAGE OF STEGER to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the VILLAGE OF STEGER for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, code enforcement BOARD OF TRUSTEES or special magistrate, within thirty (30) days of the VILLAGE OF STEGER sending the Mortgagee or Owner the invoice then the VILLAGE OF STEGER may lien the property with such cost, along with an administrative fee as determined in the VILLAGE OF STEGER's fee ordinance to recover the administrative personnel services. In addition to filing a lien the VILLAGE OF STEGER may pursue financial penalties against the Mortgagee or Owner.
- (e) The VILLAGE OF STEGER may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the VILLAGE OF STEGER contract with for that purpose.

# Sec. 18-311 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

#### Sec. 18-312 IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the VILLAGE OF STEGER to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

#### Sec. 18-313 PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

#### Sec. 18-314 AMENDMENTS

Registration and Penalty Fees outlined in this Chapter may be modified by administrative order, passed and adopted by the BOARD OF TRUSTEES.

#### Sec. 18-315 SEVERABILITY

It is hereby declared to be the intention of the VILLAGE OF STEGER that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

#### Sec. 18-316 REPEALER

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

#### Sec. 18-317 CODIFICATION

It is the intention of the BOARD OF TRUSTEES, that the provisions of this Ordinance shall become and be made a part of the VILLAGE OF STEGER Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

#### Sec. 18-318 EFFECTIVE DATE

This ordinance shall become effective from and after its passage and approval, and publication in pamphlet form as provided by law.

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

APPROVED by the Village President on		 , 2018.	
		Kenneth A. Peterson, Jr. Village President	
ATTEST:			
	1		
Joseph M. Zagone, Jr. Village Clerk			

This Agreement is made as of this	day of	, 2018 ("Effective Date") by and between
Property Registration Champions,	LLC, DBA P	ROCHAMPS, a Florida Limited Liability Company,
with offices at 2725 Center Place	, Melbourne,	FL 32940 ("PRC"), and the Village of Steger, an
Illinois municipal corporation	, with an	n address at
("COMMUNITY").		

#### WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance \_\_\_\_\_\_, (the "Ordinance") the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the COMMUNITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the COMMUNITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the COMMUNITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the "Properties"), so that the COMMUNITY can properly address violations of the COMMUNITY's property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the COMMUNITY; and

**NOW THEREFORE,** in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

#### 1. PRC RESPONSIBILITIES.

- a. PRC will cite the COMMUNITY's Ordinance to mortgagees and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, or take title to real property via foreclosure or other legal means. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to

the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.

- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

#### 2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request. Should COMMUNITY select 10(a)(ii), COMMUNITY further defends, indemnifies and holds harmless PRC and officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a challenge to this provision.
- 3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
- 4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

a.	COMMUNITY Ordinance No.	
	entitled "	"
	datada	
	dated:	·

- 5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
- 6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.
- 7. AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS. PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
- 8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any

obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

Attention:

COMMUNITY:

PRC:	David Mulberry, President/CEO 2725 Center Place Melbourne, FL 32940 Telephone No. (321) 421-6639 Facsimile No. (321) 396-7776
terms or conditions co	t is further agreed that no modification, amendment or alteration in the ontained herein shall be effective unless contained in a written document me formality and of equal dignity herewith.
	there are amendments to the Fees please indicate the manner by which se the fees to be applied:
i. Appl	y the fee that was in place for the registration period in question:
	the present fee to all registrations regardless of the registration period ides additional indemnity from the COMMUNITY):
11. COMMUNITY DA	TA. COMMUNITY acknowledges prior to this Agreement registering

Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the

period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

- 12. **ORDINANCE VIOLATION DATA.** COMMUNITY shall provide PRC with all Ordinance violation data.
- 13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
- 14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
- 15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
- 16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
- 17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 18. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
- 20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

- 21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
- 23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
- 24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
- 25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

[COMMUNITY]	
	Date:
Name, Title	
PROPERTY REGISTRATION CHAMPIONS, LLC	
David Mulberry, President/CEO	Date:
Property Registration Champions, LLC 2725 Center Place	

Melbourne, FL 32940

# A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number 03611

RESOLUTION		
Number 1126		
WHEREAS, the EMPLOYER NAM	1E	
is a participant in the Illinois Municipal Retirement Fund; and		
WHEREAS, elected officials may participate in the Illinois Municipal Re	tirement Fund if they are in positions	
normally requiring performance of duty for 600 OR 1,000 hours or more performance.	er year; and	
WHEREAS, this governing body can determine what the normal annua are, and should make such determination for the guidance and direction of the Retirement Fund;*		
NOW THEREFORE BE IT RESOLVED that the President & Board	of Trustees	
finds the following elected positions qualify for membership in IMRF.	BOARD, COUNCIL, ETC.	
TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED	
Village Trustee	07/02/18	
CERTIFICATION		
Joseph M Zagone, Jr Village	Clerk	
NAME	CLERK OR SECRETARY OF THE BOARD	
of the Village of Steger of the Cou	unty of Cook / Will county	
EMPLOYER NAME State of Illinois, do hereby certify that I am keeper of its books and records a		
copy of a resolution duly adopted by its Board of Trustees  BOARD, COUNTY	at a meeting duly	
convened and held on the 5th of November MONTH	20_18 	
SI	GNATURE CLERK OR SECRETARY OF THE BOARD	

<sup>\*</sup> Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

# A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

# **INCOME TAX INFORMATION**

All elected officials eligible to participate in IMRF are considered active participants in an employer sponsored retirement plan under the Internal Revenue Code, **even if the official does not elect to participate in IMRF**, and are subject to the IRA deductibility limits imposed by law.