VILLAGE OF

STEGER

BOARD OF TRUSTEES REGULAR MEETING AGENDA

3320 Lewis Avenue, Steger IL 60475

DECEMBER 16, 2019 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of December 02, 2019 Board Meeting
- E. AUDIENCE PARTICIPATION
- F. 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
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS:

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

J. NEW BUSINESS:

ORDINANCE 1225 AN ORDINANCE FOR THE ANNUAL TAX LEVY OF THE VILLAGE

OF STEGER COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING

DECEMBER 31, 2019.

ORDINANCE 1226: AN ORDINANCE ABATING THE LEVY OF TAXES RELATED TO

GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2018 FRO THE VILLAGE OF STEGER, COOK

AND WILL COUNTIES, ILLINOIS

ORDINANCE 1227: AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO

PURCHASE 3123 GREEN STREE, STEGER, IL 60475 BY AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND

IMPROVEMENT OF VILLAGE INFRASTRUCTURE

ORDINANCE 1228: AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO

PURCHASE 24 EAST 30TH PLACE, STEGER, IL 60475 BY AND BETWEEN FIRST UNTED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES ILLINOIS FOR THE FUTURE DEVELOPMENT AND

IMPROVEMENT OF VILLAGE INFRASTRUCTURE

ORDINANCE 1229: AN ORDINANCE AMENDING CHAPTERS 18, 58 AND 82 OF THE

MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING HEALTH

AND SANITATION

ORDINANCE 1230: AND ORDINANCE APPROVING IN PART AND DENYING IN

PART, A VARIANCE FOR THE PROPERTY LOCATED AT 3545

UNION AVENUE, STEGER, ILLINOIS

ORDINANCE 1231: AN ORDINANCE APPROVING A VARIANCE FOR A DETACHED

GARAGE HEIGHT AND AREA FOR THE PROPERTY LOCATED

AT 21 WEST 35TH PLACE STEGER ILLINOIS

K. 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 December, 2019 in the Municipal Building of the Village of Steger. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

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

Also present were: Village Administrator Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Police Chief Patrick Rossi, EMA Chief Tom Johnston, Deputy Fire Chief James Baines, and Community Center Director Diane Rossi. Housing and Community Development Director Alice Peterson was absent.

AWARDS, HONORS AND SPECIAL RECOGNITION

MINUTES

Trustee Joyce made a motion to approve the minutes of the November 18th meeting as written. Trustee Skrezyna seconded the motion. Voice vote. All Trustees present voted aye. Motion carried.

AUDIENCE PARTICIPATION

Debra Page of Barbara Lane in Steger offered a presentation of rundown properties and vehicles in her neighborhood and offered concern regarding a shooting in the same area. The Village does everything within its legal power to address properties that are allowed to fall into disrepair.

Lisa Buxton Complemented the Village on the various Christmas Festivities throughout the Village including the Breakfast with Santa at the Fire Department, Miracle on the 34th Street and the distribution of food baskets. With that being said, she read a letter from State Representative Anthony DeLuca regarding his position on the legalization of Recreational Cannabis Use which takes effect in the State of Illinois on January 1, 2020. She shared her concerns for the community as well and asked that the board not consider allowing Cannabis sales in Steger.

Minutes December 2, 2019 page 2

REPORTS

Village Administrator Mary Jo Seehausen No report.

Director of Public Infrastructure Dave Toepper No report.

Deputy Fire Chief James Baines No report.

Police Chief Patrick Rossi referred to his weekly report.

EMA Chief Tom Johnston No report.

Community Center Director Diane Rossi Christmas Party for Seniors will be held on December 20th at noon at the Community Center.

Housing and Community Development Director Alice Peterson Annual Christmas baskets will be distributed on December 21st at 9 am. Volunteers welcome.

Village Attorney No report.

Treasurer No report

TRUSTEES' REPORTS

Trustee Buxton Commended all involved in the Christmas Festivities in the Village.

Trustee Skrezyna Thanked everyone who helped with Miracle on 34th Street.

Trustee Lopez No report

Trustee Kozy No report.

Trustee Perchinski No report

Trustee Joyce Thanked those responsible for the ramp to the Santa house and reminded residents of Santa Claus hours through Christmas.

VILLAGE CLERK No report

<u>PRESIDENT PETERSON</u> Thanked everyone including Village Staff and the Steger Chamber for their efforts in making Miracle on 34th Street a great success. Also, Shop

Minutes December 2, 2019 page 3

With A Cop is coming up with South Chicago Heights and is being coordinated by Trustee Perchinski. Mayor Peterson offered Holiday Greetings as he will miss the next meeting and announced availability of a book of Poems written by resident Matt Wenzel. It is a great gift idea and is available from Matt.

BILLS

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

CORRESPONDENCE None

UNFINISHED BUSINESS None

NEW BUSINESS:

Trustee Lopez made a motion to approve the 10% matching funds for the 2018 AFG Grant as requested by Fire Chief Fillion. Trustee Joyce seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Joyce made a motion to approve 12/19-12/20 ICRMT Renewal Package for General Liability and Workers Compensation. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Skrezyna made a motion to approve the Temporary Business License Application from Generator Technologies, Inc. located at 3122 Union Avenue pending inspections. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Ordinance No. 1222

Trustee Joyce made a motion to approve Ordinance No. 1222, AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY S&S GIBSON PROPERTIES LLC FOR A CLASS 8 DESIGNATION PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

Minutes December 2, 2019 page 4

Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Ordinance No. 1223

Trustee Joyce made a motion to approve Ordinance No. 1223, AN ORDINANCE AMENDING CHAPTER 78 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING TAXATION FOR THE VILLAGE OF STEGER, ILLINOIS.

Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Ordinance No. 1224

Trustee Joyce made a motion to approve Ordinance No. 1224, AN ORDINANCE ADOPTING REVISIONS TO THE COMPREHENSIVE AMENDMENT TO THE ZONING ORDINANCE OF THE VILLAGE OF STEGER, ILLINOIS REGARDING SPECIAL USES AND FEES FOR THE VILLAGE OF STEGER, ILLINOIS. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Kozy, Lopez, and Skrezyna. Mayor Peterson voted aye. Trustee Buxton voted no. Motion carried.

There being no further business,

Trustee Joyce made a motion to adjourn the meeting. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:30 pm.

Kenneth A. Peterson, Jr., Village President

DATE: 12/13/19

VILLAGE OF STEGER /P WARRANT LIST REGISTER # 929 Friday December 13, 2019 A / P

SYS TIME:14:10

[NW2]

PAGE

1

PAYABLE TO	INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
	E PENSION FUND			
MAP CHAPTER	PR120619-10-967	01-00-15401	POLICE PENSION	4369.61
COMED	PR120619-09-966	01-00-15705	UNION DUES	267.00
COMED	08014 1219	01-00-33102	3739 GREEN ST ELE	16.70
NICOR GAS	34133 1219	01-00-33102	3312 EMERALD ELEC	22.03
	52838 1219	01-00-33200	3312 EMERALD HEAT	69.13
HERITAGE F/S	35001945	01-00-33300	GASOLINE	44.29
HERITAGE F/S	35003379	01-00-33300	GASOLINE	76.29
HERITAGE F/S	35003380	01-00-33300	GASOLINE	37.28
	RATION LOCKBOX 5015535606	01-00-33500	OFFICE SUPPLIES	66.51
ABSOLUTE BES	T CLEANING SERVICE 13283	ES, INC. 01-00-33502	CLEANING SERVICE	750.00
FEDEX OFFICE		01-00-33600	POSTAGE	
NEOFUNDS BY		01-00-33600		29.97
COMCAST BUSI			POSTAGE	200.00
COMCAST		01-00-33700	TELEPHONE	371.40
COMCAST	81708 1219	01-00-33700	TELEPHONE	96.44
PACE SUBURBA	81708 1219 N BUS / V A N P O	01-00-33701 O L	CABLE/INTERNET	110.40
FORTE	563952	01-00-33902	DEC.2019 BUS LEAS	100.00
B&F CONSTRUC	36292 TION CODE SERVICE	01-00-33904 S. TNC	NOV. 19 EPAY LEIN	15.00
	52695 TION CODE SERVICE	01-00-34102	SOLAR PANELS 3436	225.00
	52700 A AND ASSOCIATES	01-00-34102	SOLAR PANEL 23217	225.00
WORKING WELL	16785	01-00-34102	2015 ATR REPORTS	112.50
	00320906 00	01-00-34201	G.HARPER PHYSICAL	60.00
ALFRED G. RO	DECEMBER 19	01-00-34500	DEC 19 CONSULT	4000.00
CHICAGO TRIB	013148899000	01-00-35700	PUBLIC HEARING	204.40
SCREMENTI'S	RESTAURANTS 120419	01-00-38840	COMMISSIONERS DIN	175.77
OnSolve LLC	INV54661797987	01-00-38901	DUES SUBSCRIPTION	3500.00
PROSHRED SEC		01-00-38917	REFUSE/SHREDDING	45.00
HELSEL JEPPEI	RSON ELECTRICAL IN 844376	NC 01-00-38950	SANTA'S HOUSE	
SKREZYNA, LEI	NNY			792.29
AIDE RENTALS		01-00-38950	L.SKREZYNA REIMBU	57.06
	122555 1	01-00-39701	MIRACLE ON 34TH S	43.20

DATE: 12/13/19

VILLAGE OF STEGER

/P WARRANT LIST REGISTER # 929 Friday December 13, 2019 A / P

SYS TIME:14:10

[NW2]

PAGE

2

PAYABLE TO	INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
KANKAKEE TENT &	AWNING CO.			
SKREZYNA, LENNY		01-00-39701	MIRACLE ON 34TH S	970.00
11 SKREZYNA, LENNY	.1319	01-00-39701	L.SKREZYNA REIMBU	38.64
11 SKREZYNA, LENNY	2119	01-00-39701	L.SKREZYNA REIMBU	25.68
	2919	01-00-39701	L.SKREZYNA REIMBU	8.12
SKREZYNA, LENNY	292019	01-00-39701	L.SKREZYNA REIMBU	3.83
11	3019	01-00-39701	L.SKREZYNA REIMBU	9.81
SKREZYNA, LENNY 11	302019	01-00-39701	L.SKREZYNA REIMBU	5.48
TOTAL FOR FU	ND 01	DEPT. 00		17143.83
DRISCOLL, BRIAN				
	19-10	01-06-34550	C TICKETS HEARING	200.00
	19-11	01-06-34550	C TICKET HEARING	200.00
01	5726	01-06-34901	C TICKET EXPENSE	170.88
MUNICIPAL SYSTEM 18	MS, INC 503	01-06-34901	MUNICIPAL OFFENSE	705.00
TOTAL FOR FUI	ND 01	DEPT. 06		1275.88
DRISCOLL, BRIAN				
	19-10	01-07-34550	AO HEARING OFFICE	200.00
	19-11	01-07-34550	AO TICKET HEARING	200.00
015 MUNICIPAL SYSTEM	5725	01-07-34902	ADMIN BLDG CODE	578.04
185 BIRIS, ROMULUS	502	01-07-34902	MOVE/ABC	397.50
	292019	01-07-37302	R.BIRIS REIMBURSE	29.76
TOTAL FOR FUN	ND 01	DEPT. 07		1405.30
MONARCH AUTO SUF 698	31 479401	01-20-31805	MAINT VEHICLES	1494.00
MONARCH AUTO SUP 698	PPLY INC 31 479965	01-20-31805	MAINT VEHICLES	235.03
MONARCH AUTO SUP 698	PPLY INC 31 479984	01-20-31805	MAINT VEHICLES	
R & R MAINTENANC	E FIRE & FLEET	01-20-31805		81.23
R & R MAINTENANC	E FIRE & FLEET	The state of the s	MAINT VEHICLES	1500.00
120	133	01-20-31805	MAINT VEHICLES	360.00

SOUTH HOLLAND PAPER CO. 449905

0410729339

VILLAGE OF STEGER

SYS TIME:14:10 A / P W A R R A N T L I S T REGISTER # 929 Friday December 13, 2019

[NW2]

FERRING CHAIN SHADES WAS RESIDENCE	REGISTER # 9	29	E
DATE: 12/13/19	Friday December 13, 2019		PAGE 3
PAYABLE TO INV NO	G/L NUMBER	ATE CHECK NO DESCRIPTION	AMOUNT DIST
Million State Care in State Control System (Million State Control State		=======================================	
GUARANTEED TECHNICAL SERV & 2019015	CONSULT INC 01-20-32901	MAINT COMPUTERS	756.00
NICOR GAS 510000 1310			
510009 1219 HERITAGE F/S, INC. 35001945	01-20-33200	NATURAL GAS	274.26
HERITAGE F/S, INC.	01-20-33300	GASOLINE	166.91
35002810 HERITAGE F/S, INC.	01-20-33300	GASOLINE	151.45
35003379 HERITAGE F/S, INC.	01-20-33300	GASOLINE	148.07
35003379 HERITAGE F/S, INC.	01-20-33300	DIESEL	100.22
35003380 ACE HARDWARE-CRETE	01-20-33300	GASOLINE	105.32
11/30/19 ACE HARDWARE IN STEGER	01-20-33501	SHOP SUPPLIES	7.99
NOVEMBER 19 CINTAS CORPORATION LOCKBOX	01-20-33501	SHOP SUPPLIES	186.58
5015535606 MENARDS - MATTESON	01-20-33501	OFFICE SUPPLIES	66.51
15136 COMCAST	01-20-33501	SHOP SUPPLIES	263.99
54689 1219 COMCAST	01-20-33700	TELEPHONE	142.69
54689 1219 AIRGAS USA LLC	01-20-33701	CABLE/INTERNET	152.42
9095881901 AIRGAS USA LLC	01-20-33702	AMBULANCE SUPPLIE	262.04
9964285205 AIRGAS USA LLC	01-20-33702	AMBULANCE SUPPLIE	118.24
9966481187 METRO PARAMEDIC SERVICES INC	01-20-33702	AMBULANCE SUPPLIE	117.34
O20 01287 COUNTY OF WILL	01-20-34250	AMBULANCE SERVICE	22339.50
JAN 2020-001 EMBLEM ENTERPRISES, INC	01-20-34252	EASTCOM DISPATCH	4528.00
774983 MUNICIPAL EMERGENCY SERVICES	01-20-37302	NEW UNIFORMS	222.54
IN1398906	01-20-37500	NEW MACHINERY_EQU	158.00
TOTAL FOR FUND 01	DEPT. 20		33938.33
MIDWEST RADAR			
167080 JAMES HERR & SONS	01-40-31800	MAINT TOOLS_WRK E	400.00
109979 JAMES HERR & SONS	01-40-31805	UNIT #16-1 MAINT	42.76
JAMES HERR & SONS	01-40-31805	UNIT# 14-2 MAINT	87.14
110713 POMP'S TIRE SERVICE INC.	01-40-31805	UNIT #12-2 MAINT	482.27

01-40-31805

01-40-32900

MAINT VEHICLES

MAINT OTHER

583.44

66.22

DATE: 12/13/19

VILLAGE OF STEGER

/P WARRANT LIST REGISTER # 929 Friday December 13, 2019 A/P

PAGE

[NW2]

SYS TIME:14:10

PAYABLE TO		CHECK I	DATE CHECK NO DESCRIPTION	AMOUNT DIST
	TECHNICAL SERV & CO			
NICOR GAS	2019015	01-40-32901	MAINT COMPUTERS	180.00
	510005 1219	01-40-33200	HEAT	520.44
HERITAGE F/S	35001945	01-40-33300	GASOLINE	952.62
	35002810	01-40-33300	GASOLINE	900.78
HERITAGE F/S	35003379	01-40-33300	GASOLINE	741.39
HERITAGE F/S	5, INC. 35003380	01-40-33300	GASOLINE	914.61
ABSOLUTE BES	ST CLEANING SERVICE 13283	S, INC. 01-40-33502		
COMCAST			CLEANING SERVICE	750.00
IL DEPT OF I	75247 1219 INNOVATION AND TECH	01-40-33700 INOLOGY	TELEPHONE	108.14
COMCAST	Т2011267	01-40-33700	TELEPHONE	5.00
	75247 1219	01-40-33701	CABLE/INTERNET	136.16
	UTIONS-STARCOM1310 4654020191101	01-40-33702	RADIO SERVICE	1386.00
MARLIN BUSIN	17555716	01-40-33703	MAINTENANCE CONTR	155.16
LEXISNEXIS R	RISK SOLUTIONS 1213944 2019113	01-40-33900	ALL OTHER SUPPLIE	150.00
CINTAS CORPO	DRATION LOCKBOX 5015535607	01-40-33900	ALL OTHER SUPPLIE	
SECRETARY OF		01-40-33900	ALL OTHER SUPPLIE	121.00
SAM'S CLUB/S	SYNCHRONY BANK			
COUNTY OF WI		01-40-33900	ALL OTHER SUPPLIE	73.57
THE EAGLE UN	JAN 2020-001 HIFORM COMPANY INC	01-40-34252	EASTCOM DISPATCH	20461.50
	283653 HIFORM COMPANY INC	01-40-37302	D.BANICKI NEW UNI	65.65
	283655	01-40-37302	A.FARKAS NEW UNIF	65.65
	IFORM COMPANY INC 283911	01-40-37302	WHITE NEW UNIFORM	45.00
PROSHRED SEC	100137454	01-40-38917	RECORD DISPOSAL	50.00
TOTAL FOR	FUND 01	DEPT. 40		29615.26
TOTAL FOR	FUND 01		83378.60	
EXCEL ELECTR	IC INC 123793	03-30-31100	MAINT BUILDING	998.52
FIRE SCIENCE	TECHNIQUES LTD			
UNIFIRST COR		03-30-31100	MAINT BUILDING	1600.00
COMED	062 0377276	03-30-32900	MAINT MATS	76.12
	19001 1219	03-30-33100	3501 HOPKINS SIGN	42.37

KEITH'S POWER EQUIPMENT INC 83661

ILSTE156154

3414 120486

110555

110656

FASTENAL COMPANY

JAMES HERR & SONS

JAMES HERR & SONS

O'REILLY AUTO PARTS

VILLAGE OF STEGER A / P WARRANT LIST

SYS TIME:14:10

[NW2]

REGISTER # 929 Friday December 13, 2019

DATE: 12/13/19 PAGE 5 PAYABLE TO CHECK DATE CHECK NO **AMOUNT** INV NO G/L NUMBER DESCRIPTION DIST ------ACE HARDWARE IN STEGER NOVEMBER 19 03-30-33500 OFFICE SUPPLIES 42.24 SAM'S CLUB/SYNCHRONY BANK 120919 03-30-33500 OFFICE SUPPLIES 255.50 ABSOLUTE BEST CLEANING SERVICES, INC. 13283 03-30-33502 CLEANING SERVICE 1125.00 SMITHEREEN COMPANY 2107250 03-30-33703 MAINTENANCE CONTR 61.00 PROTECTION 1 / ADT 29557 1219 03-30-33704 SECURITY SYSTEM 48.64 PETTY CASH 120519 03-30-38950 HOLIDAY DECORATIO 20.00 PETTY CASH 120919 03-30-38950 HOLIDAY DECORATIO 41.70 TOTAL FOR FUND 03 DEPT. 30 4311.09 EXCEL ELECTRIC INC 123796 03-31-31300 MAINT PARKS 6578.87 COMED 29006 1219 03-31-33100 3545 PHILLIPS ELE 1295.75 COMED 66000 1219 03-31-33100 3240 MORGAN ELECT 198.79 COMED 82008 1219 03-31-STANLEY CONVERGENT SECURITY SOLUTIONS 03-31-33100 NS 36TH ST 1E FLO 396.36 17037951 03-31-33704 SECURITY SYSTEM 220,40 TOTAL FOR FUND 03 DEPT. 31 8690.17 TOTAL FOR FUND 03 13001.26 CLARKES GARDEN CENTER 120619 06-00-31204 MAINT PATCHING 120.00 RICH SEALCOATING INC RS 1142 06-00-31204 MAINT PATCHING 4400.00 RICH SEALCOATING INC RS 1145 06-00-31204 MAINT PATCHING 3850.00 CORE & MAIN L521751 06-00-31504 MAINT MAINS 763.93 M&J UNDERGROUND, INC M19 - 047306-00-31504.01 UNION AVE MAINT M 648.00

06-00-31700

06-00-31800

06-00-31805

06-00-31805

06-00-31805

MAINT MOTORIZED E

LIC# M20 2402 MAI

LIC#M149 081 MAIN

MAINT VEHICLES

MAINT TOOLS

10.90

78.62

60.69

511.02

53.55

DATE: 12/13/19

VILLAGE OF STEGER

SYS TIME:14:10

A / P W A R R A N T L I S T REGISTER # 929 Friday December 13, 2019

PAGE 6

[NW2]

PAYABLE TO		G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
O'REILLY AUTO STONY TIRE INC	3414 121654	06-00-31805	MAINT VEHICLES	115.44
	1 151191	06-00-31805	MAINT VEHICLES	3115.44
	80004 1219	06-00-33100	44 E 31ST ELECTRI	37.57
	510002 1219	06-00-33200	HEATING	72.26
HERITAGE F/S,	35001945	06-00-33300	GASOLINE	92.03
HERITAGE F/S,	INC. 35002810	06-00-33300	GASOLINE	91.34
HERITAGE F/S,	INC. 35003379	06-00-33300	GASOLINE	121.09
HERITAGE F/S,		06-00-33300	DIESEL	1.00.23
HERITAGE F/S,				
ACE HARDWARE-C	CRETE	06-00-33300	GASOLINE	109.74
ACE HARDWARE		06-00-33501	SHOP SUPPLIES	177.93
CINTAS CORPORA	NOVEMBER 19 ATION LOCKBOX	06-00-33501	SHOP SUPPLIES	507.44
	5015535604	06-00-33501	SHOP SUPPLIES	68.78
	376284	06-00-33501	SHOP SUPPLIES	13.50
	377058	06-00-33501	SHOP SUPPLIES	42.44
	ILSTE156170	06-00-33501	SHOP SUPPLIES	10.54
	17155979 120419	06-00-33501	SHOP SUPPLIES	19.16
	6981 480394	06-00-33501	SHOP SUPPLIES	31.16
O'REILLY AUTO	PARTS 3414 120910	06-00-33501	SHOP SUPPLIES	9.99
	LLING SERVICE IN 51849 1219		SHOP SUPPLIES	95.85
SOUTH HOLLAND		06-00-33501	SHOP SUPPLIES	88.62
REPUBLIC SERVI	ICES #721			
UNIFIRST CORPO		06-00-33710	GARBAGE CONTRACT	
UNIFIRST CORPO		06-00-33800	UNIFORM SERVICE	104.87
UNIFIRST CORPO	062 0377401 DRATION	06-00-33800	UNIFORM SERVICE	30.93
AIDE RENTALS &	062 0377460 & SALES	06-00-33800	UNIFORM SERVICE	104.87
	122555-1	06-00-33901	RENTAL EQUIP	43.20
	122620 1	06-00-33901	QUIET ZONE	108.61
	171580	06-00-34800	WATER TESTING FEE	190.00
GRAINGER	1368281208	06-00-37800	NEW WORK EQUIP	498.00
TOTAL FOR F	FUND 06	DEPT. 00		16961.39

DATE: 12/13/19

VILLAGE OF STEGER A / P W A R R A N T L I S T REGISTER # 929 Friday December 13, 2019

SYS TIME:14:10

[NW2]

PAGE 7

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

		G/L NUMBER	DESCRIPTION	DIST
TOTAL FOR F			16961.39	
JAMES HERR & SO	ons 10555	07-00-31805	LIC# M20 2402 MAI	60.69
	10656	07-00-31805	LIC#M149 081 MAIN	511.02
O'REILLY AUTO	PARTS 414 120486	07-00-31805	MAINT VEHICLES	53.54
	151191	07-00-31805	MAINT VEHICLES	3115.44
WELLBUILT EQUI	PMENT INC. 4779 O	07-00-32900	RENTAL TOOLS/EQUI	800.00
	5001945	07-00-33300	GASOLINE	92.03
HERITAGE F/S,	INC. 5002810	07-00-33300	GASOLINE	91.33
	5003379	07-00-33300	GASOLINE	121.08
	5003379	07-00-33300	DIESEL	100.23
	5003380	07-00-33300	GASOLINE	109.75
	0004541	07-00-33300	OIL	578.50
	1/30/19	07-00-33501	SHOP SUPPLIES	177.93
	OVEMBER 19	07-00-33501	SHOP SUPPLIES	507.43
	015535604	07-00-33501	SHOP SUPPLIES	68.77
	76284	07-00-33501	SHOP SUPPLIES	13.50
	77058	07-00-33501	SHOP SUPPLIES	42.44
FASTENAL COMPA I HINCKLEY SPRIN	LSTE156170	07-00-33501	SHOP SUPPLIES	10.53
	7155979 120419	07-00-33501	SHOP SUPPLIES	19.15
6	981 480394 LING SERVICE IN	07-00-33501	SHOP SUPPLIES	31.15
5 SOUTH HOLLAND	1849 1219	07-00-33501	SHOP SUPPLIES	95.85
	50500	07-00-33501	SHOP SUPPLIES	88.62
	2327 1219	07-00-33700	TELEPHONE	74.98
	2327 1219	07-00-33701	CABLE/INTERNET	100.32
	62 0376504	07-00-33800	UNIFORM SERVICE	104.86
	62 0377401	07-00-33800	UNIFORM SERVICE	30.92
	62 0377460	07-00-33800	UNIFORM SERVICE	104.86
	368281208	07-00-37800	NEW WORK EQUIP	498.00

DATE: 12/13/19

SYS DATE:12/13/19 VILLAGE OF STEGER A / P W A R R A N T L I S T REGISTER # 929

Friday December 13, 2019

SYS TIME:14:10

[NW2]

PAGE 8

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

TOTAL FOR	FUND 07	DEPT. 00		7602.92
TOTAL FOR	FUND 07		7602.92	
EXCEL ELECTR	IC INC 123794	08-00-31400	MORGAN ST/W 33RD	480.00
EXCEL ELECTR	IC INC 123795	08-00-31400	DORSETSHIRE/E 34T	388.00
COMED	22049 1219	08-00-33102	ELECTRICITY-TRAFF	201.19
COMED			ELECTRICITY TRAFF	145.62
COMED	73007 1219	08-00-33102		
COMED	80004 219	08-00-33102	SS 35TH ST 2E FLO	28.86
	81001 1219 ROL CORPORATION	08-00-33102	SS 35TH ST 1E FLO	36.18
TRAFFIC CONTI	116219	08-00-38900	FLASHER	250.00
TOTAL FOR	FUND 08	DEPT. 00		1529.85
TOTAL FOR	FUND 08		1529.85	
WILL COUNTY	HEALTH DEPARTMENT IN0160397	13-52-33930	CONCESSION STAND	63.75
TOTAL FOR	FUND 13	DEPT. 52		63.75
WILL COUNTY	HEALTH DEPARTMENT INO160397	13-53-33930	CONCESSION STAND	63.75
TOTAL FOR	FUND 13	DEPT. 53		63.75
TOTAL FOR	FUND 13		127.50	
ALLIANT	1238539	15-00-36100	CASUALTY	900.00
TOTAL FOR	FUND 15	DEPT. 00		900.00
TOTAL FOR	FUND 15		900.00	

VILLAGE OF STEGER

A/P WARRANT LIST REGISTER # 929 Friday December 13, 2019

SYS TIME:14:10

PAGE 9

[NW2]

DATE: 12/13/19	Friday December 13, 2019	PAGE 9
PAYABLE TO INV NO	CHECK DATE CHECK NO G/L NUMBER DESCRIPTION	AMOUNT DIST

PAYABLE TO	INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
=======================================			.======================================	
EVT TECH 47	43	16-00-31805	MAINT VEHICLES	239.80
EVT TECH	55	16-00-31805	MAINT VEHICLES	430.00
GENUINE PARTS C	OMPANY INC	16-00-31805	MAINT VEHICLES	240.84
GENUINE PARTS C				
19 GENUINE PARTS C	990 625062 COMPANY INC	16-00-31805	MAINT VEHICLES	10.58
19 SUTTON FORD INC	90 626561	16-00-31805	MAINT VEHICLES	122.11
49	32654	16-00-31805	MAINT VEHICLES	123.83
HERITAGE F/S, I	INC. 5001945	16-00-33300	GASOLINE	1.07.52
HERITAGE F/S, I	INC. 5002810	16-00-33300	GASOLINE	80.15
HERITAGE F/S, I		16-00-33300	GASOLINE	104.19
HERITAGE F/S, I		16-00-33300	GASOLINE	173.82
ACE HARDWARE IN		16-00-33501	SHOP SUPPLIES	58.92
THE EAGLE UNIFO	THE EAGLE UNIFORM COMPANY IN			
28	33749	16-00-37302	J.STEVENSON NEW U	9.73
TOTAL FOR FU	JND 16	DEPT. 00		1701.51
TOTAL FOR FU	JND 16		1701.51	
** TOTAL CH	ECKS TO BE ISS	UED	125203.03	
01	CORPORATE		83378.60	
03	PLAYGROUN	ID/RECREATION	13001.26	
06	WATER/SEW	i i	16961.39	
07	\$30.000 (=00. 1), (=)		7602.92	
07	ROAD & BRIDGE		1520.05	

06	WATER/SEWER FUND	10301.33
07	ROAD & BRIDGE	7602.92
08	MOTOR FUEL TAX	1529.85
13	BOOSTER CLUB	127.50
15	LIABILITY INSURANCE FUND	900.00
16	H.S.E.M.	1701.51
	REGULAR CHECKS: DIRECT PAY VENDORS:	120,566.42 4,636.61

THE VILLAGE OF STEGER

COOK COUNTY, ILLINOIS WILL COUNTY, ILLINOIS

ORDINANCE

NUMBER 1225

THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019

THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF STEGER, COOK COUNTY AND WILL COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019

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

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

- Section 1. That the above recital is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.
- Section 2. This Ordinance is and shall be designated as "The Annual Tax Levy Ordinance of the Village of Steger, Cook County and Will County, Illinois for the Fiscal Year beginning January 1, 2019 and ending December 31, 2019."
- **Section 3.** The total amount of appropriations for all corporate purposes, legally made to be collected from the property tax levy of the current year is ascertained to be the sum of \$2,208,296.
- **Section 4**. The purpose of which appropriations are made and the amount appropriated for each purpose, respectively, to be collected for the Tax Levy of the current year are, as follows (see attached insert):

(Intentionally Left Blank)

	-	To Be Paid	aid From	
	Total	Other	Tax	
	Appropriation	Sources	Levy	
000000475				
CORPORATE	40.000		40.000	
SALARY - VILLAGE PRESIDENT	18,900	-	18,900	
SALARY - VILLAGE CLERK	14,175	3,686	10,489	
SALARY - DEPUTY VILLAGE CLERK	3,150	-	3,150	
SALARY - VILLAGE ADMINISTRATOR	99,750	4,750	95,000	
SALARY - TRUSTEE	15,750	-	15,750	
SALARY - LIQUOR COMMISSIONER	2,100	600	1,500	
SALARY - BUS DRIVER	15,750	8,250	7,500	
SALARY - SOCIAL MEDIA	10,500	10,500	-	
SALARY - WORKMAN	525	525	-	
SALARY - CLERICAL	73,500	3,500	70,000	
SALARY - CLERICAL OT	1,050	1,050	4	
MAINT BUILDING	525	525		
MAINT OTHER ELECTRICAL/LIGHTS	3,150	3,150	-	
MAINT VEHICLES	1,050	1,050		
MAINT OFFICE EQUIPMENT	1,050	1,050	-	
MAINT MISCELLANEOUS	1,050	1,050		
MAINT COMPUTER SOFTWARE (UPGRADE)	5,250	5,250	-	
MAINT COMPUTER HARDWARE	3,150	3,150	-	
HEAT	1,050	1,050	-	
GASOLINE & OIL	2,100	2,100	-	
PRINTING & SUPPLIES	2,100	1,350	750	
OFFICE SUPPLIES	6,300	1,550	4,750	
CLEANING SERVICE	8,925	2,925	6,000	
POSTAGE	7,350	1,350	6,000	
TELEPHONE	13,125	7,125	6,000	
CABLE/INTERNET SERVICE	1,575	1,575	-	
MAINTENANCE CONTRACTS	525	525		
RENTAL - EQUIPMENT	10,500	10,500	-	
SENIOR BUS LEASE	1,260	1,260		
E-PAY & LEIN FEES	5,250	5,250		
LEGAL SERVICES	105,000	10,000	95,000	
PROFESSIONAL SERVICES OTHER	21,000	21,000		
VILLAGE NEWSLETTER	5,250	5,250		
DOG TAG PRINTING EXPENSE	226	226		
MEDICAL SERVICES	525	525		
PHYSICALS	525	525		
ENGINEERING SERVICES	26,250	26,250	8≅ 1	
CONSULTING SERVICES	110,250	100,250	10,000	
NOTICES - ALL OTHER	1,050	1,050	-	
NEW - TOOLS & WORK EQUIPMENT	1,050	1,050	-	
NEW - OFFICE EQUIPMENT/FURNITURE	3,150	1,150	2,000	
NEW - COMPUTER HARDWARE	2,100	100	2,000	
NEW - COMPUTER SOFTWARE	1,050	1,050	2,000	
BOOKS/MANUALS	2,100	2,100	9.79 Y=	
	2,100	2,100	470	

		To Be Paid	d From
	Total	Other	Tax
	Appropriation	Sources	Levy
MEETING/CONFERENCE FEES	4,200	4,200	_
TRAVEL/MEALS REIMBURSEMENT	5,250	5,250	_
ENTERTAINMENT EXPENSE	1,050	1,050	-
DUES & SUBSCRIPTIONS	21,000	21,000	-
DRIVING THE DIXIE EXPENSES	1,575	1,575	
REFUSE/SHREDDING DISPOSAL	1,050	1,050	<u> </u>
HOLIDAY DECORATIONS/SUPPLIES	2,625	2,625	<u> =</u>
STEGER EVENTS - EXPENSES	31,500	31,500	
TRANSFER TO PLAYGROUND	126,000	126,000	-
TRANSFER TO H.S.E.M.	36,750	36,750	
TRANSFER TO ROAD & BRIDGE	78,750	78,750	-
TRANSFER TO DEBT SERVICE	105,000	105,000	-
SUBTOTAL ADMINISTRATION	1,024,711	669,922	354,789
SALARY - ELECTRICAL INSPECTOR	1,103	1,103	
SALARY - PLUMBING INSPECTOR	1,050	1,050	
PRINTING & SUPPLIES	1,575	1,575	_
EMPLOYEE TRAINING	105	105	_
BOOKS/MANUALS	105	105	
SUBTOTAL BUILDING DEPARTMENT	3,938	3,938	-
HEARING OFFICER	2,625	625	2,000
C-TICKET EXPENSES	15,750	15,750	
SUBTOTAL "C" TICKETS	18,375	16,375	2,000
SALARY - CODE ENFORCEMENT OFFICER	52,500	7,500	45,000
SALARY - CODE ENFORCEMENT OT	5,250	5,250	
MAINT VEHICLE	3,150	3,150	-
PRINTING AND SUPPLIES	105	105	-
OFFICE SUPPLIES	525	525	(4)
TELEPHONE	1,050	1,050	(B)
HEARING OFFICER	4,725	1,225	3,500
ADMIN BLDG CODE & MOVE EXPENSES	5,250	5,250	
NEW - UNIFORMS	105	105	-
TRAINING EXPENSES	525	525	(=)(
DUES AND SUBSCRIPTIONS	210	210	(=):
SUBTOTAL ADJUDICATION	73,395	24,895	48,500

	To Be		Paid From	
	Total	Other	Tax	
	Appropriation	Sources	Levy	
ENGINEERING	5,250	5,250	-	
CONSULTING SERVICES	15,750	10,750	5,000	
DUES & SUBSCRIPTIONS	1,050	1,050	-	
OTHER EXPENSES	1,050	1,050		
SUBTOTAL ECONOMIC DEVELOPMENT	23,100	18,100	5,000	
SALARY - HR DIRECTOR				
DUES & SUBSCRIPTIONS	-	-		
DOES & SOBSONIF HONS	525	525	***	
SUBTOTAL HUMAN RESOURCES	525	525		
TOTAL CORPORATE	\$ 1,144,044	\$ 733,755	\$ 410,289	
STREET LIGHTING	\$ 52,500	\$ 35,060	\$ 17,440	
POLICE PENSION CONTRIBUTION	\$ 446,250	\$ (53,750)	\$ 500,000	
FIRE PROTECTION				
SALARY - TRUSTEE	7.075		1740 (1440)	
SALARY - FIRE CHIEF	7,875	4,875	3,000	
SALARY - FIRE INSPECTOR	18,375	6,375	12,000	
SALARY - FIREMEN	17,325	17,325		
SALARY - FIREMEN 2	42,000	17,000	25,000	
SALARY- PARAMEDICS	68,250	48,250	20,000	
SALARY - PARAMEDICS 2	21,000	6,000	15,000	
SALARY - CLERICAL	84,000	46,458	37,542	
MAINT BUILDING	5,250	250	5,000	
MAINT MOTORIZED EQUIPMENT	7,350	7,350	5	
MAINT TOOLS & WORK EQUIPMENT	1,050	1,050	M.	
MAINT RADIOS	6,300	6,300	*	
MAINT AMBULANCE EQUIPMENT	3,150	3,150	-	
MAINT AMBOLANCE EQUIPMENT	525	525	Ē	
MAINT- OFFICE EQUIPMENT	10,500	10,500		
MAINT ZOLL	840	840	2	
	210	210	=	
MAINT COMPUTER SOFTWARE (UPGRADE) NATURAL GAS	1,575	1,575	₹.	
	840	840	-	
GASOLINE & OIL PRINTING & SUPPLIES	12,600	12,600	*	
OFFICE SUPPLIES	263	263	-	
SHOP SUPPLIES	2,940	2,940	-	
TELEPHONE/CELL/AIRCARDS	4,200	4,200	-	
CABLE/INTERNET	8,400 1,365	8,400	-	
or occumientel	1,305	1,365	-	

		To Be P	aid From
	Total	Other	Tax
	Appropriation	Sources	Levy
AMBULANCE SUPPLIES	3,780	3,780	
MAINTENANCE CONTRACTS	3,150	3,150	99=
SECURITY SYSTEM	525	525	-
OTHER SUPPLIES/SERVICES	210	210	3-
RENTAL EQUIPMENT	3,150	3,150	-
MEDICAL SERVICES/PHYSICALS	4,200	4,200	91 4 4
AMBULANCE SERVICE	281,477	191,477	90,000
AMBULANCE BILLING SERVICE	210	210	-
EASTCOM DISPATCH SERVICE	46,200	46,200	
CONSULTING SERVICES	525	525	12
NEW - UNIFORMS	6,300	6,300	
NEW - TOOLS & WORK EQUIPMENT	3,150	3,150	-
NEW - TRAINING EQUIPMENT	2,100	2,100	-
NEW - PERSONAL EQUIPMENT	5,250	5,250	-
NEW - RADIOS	525	525	_
NEW - OFFICE EQUIP & FURNITURE	525	525	-
NEW - COMPUTER HARDWARE	1,575	1,575	_
NEW - COMPUTER SOFTWARE	105	105	
EMPLOYEE TRAINING	2,625	2,625	**************************************
FIREFIGHTER TRAINING	3,150	3,150	_
BOOKS/MANUALS (NON-SUBSCRIPTION)	105	105	_
MEETING/CONFERENCE FEES	525	525	=
TRAVEL/MEALS REIMBURSEMENT	1,050	1,050	a a
AWARDS/FLAGS	525	525	9
DUES & SUBSCRIPTIONS	8,400	8,400	¥-
TOTAL FIRE PROTECTION			Name and the same
TOTAL FIRE PROTECTION	\$ 705,520	\$ 497,978	\$ 207,542
PARKS AND RECREATION			
SALARY - TRUSTEE (1/2)	2.000		
SALARY - SUPERVISOR	3,990	2,540	1,450
WORKMAN	45,150	12,672	32,478
SALARY - CLERICAL	7,875	7,875	
MAINT MARKING	68,250	36,250	32,000
MAINT MOTORIZED EQUIPMENT	5,250	5,250	.
MAINT TOOLS & WORK EQUIPMENT	1,575	1,575	-
MAINT MATS/CLEANING SUPPLIES	525	525	-
MAINT COMPUTERS	630	630	S.
ELECTRICITY	1,050	1,050	0 .5
HEATING	788	788	
PRINTING & SUPPLIES	1,050	1,050	7(=)
OFFICE SUPPLIES	1,050	1,050	©€
CLEANING SERVICE	6,300	6,300	=
SUPPLIES - ART CLASSES	13,650	13,650	-
SUPPLIES - ART CLASSES SUPPLIES - SENIOR PROGRAMS	525	525	-
SOI FLIES - SEINION PROGRAMS	525	525	•

		To Be P	aid From
	Total	Other	Tax
	Appropriation	Sources	Levy
SUPPLIES - AFTER SCHOOL CLUB	1,575	1,575	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
INSTRUCTOR - AEROBICS	4,725	4,725	-
POSTAGE	105	105	5.5.
TELEPHONE	4,725	4,725	12 5
CABLE/INTERNET SERVICE	2,100	2,100	0. = /
MAINTENANCE CONTRACTS	10,500	10,500	
SECURITY SYSTEM	2,100		-
MEDICAL SUPPLIES	2,100	2,100 263	(/-
PHYSICALS		77.73	-
NEW - LIGHTING	525	525	·
	525	525	-
NEW - OFFICE EQUIPMENT/FURNITURE	1,050	1,050	S.
NEW - COMPUTER HARDWARE	1,050	1,050	8
NEW - COMPUTER SOFTWARE	315	315	
EMPLOYEE TRAINING	525	525	(=)
BOOKS/MANUALS (NON SUBSCRIPTION)	263	263	-
ENTERTAINMENT EXPENSES	5,250	5,250	5 .
MISCELLANEOUS OTHER	787	787	0.00°-
DUES & SUBSCRIPTIONS	262	262	X=1
HOLIDAY DECORATIONS/SUPPLIES	1,050	1,050	
SUBTOTAL COMMUNITY CENTER	195,878	129,950	65,928
SALARY - TRUSTEE (1/2)	2,887	1,437	1,450
SALARY - WORKMEN	6,825	5,825	1,000
MAINT BUILDING	525	525	1,000
MAINT PARKS/PLAYGROUNDS	5,250	1,250	4,000
MAINT MISCELLANEOUS	1,050	1,050	4,000
ELECTRICITY	7,875	7,875	224
HEATING	1,575	1,575	7 <u>0</u> 7
MAINTENANCE CONTRACTS	105	105	2
SECURITY SYSTEM	1,890	1,890	
PARK BATHROOM PRODUCTS	525	525	
SUBTOTAL PARKS AND RECREATION	28,507	22,057	6,450
TOTAL PARKS AND RECREATION	\$ 224,385	\$ 152,007	\$ 72,378
POLICE PROTECTION			
SALARY- TRUSTEE	7,875	4,875	3 000
SALARY - POLICE CHIEF	106,050	54,066	3,000
SALARY - SARGANT	278,250	263,250	51,984
SALARY - SARGANT OT	38,588		15,000
SALARY - PATROLMEN	750,750	38,588 740,750	10 000
SALARY - PATROLMEN OT	111,352		10,000
CALL IN TAINCEINEN OF	111,002	111,352	•

	_	d From	
	Total Other		Tax
	_Appropriation	Sources	Levy
SALARY - PART TIME POLICE	116,182	440 400	
OFFICER IN CHARGE		116,182	≅.
SALARY - DEPUTY CHIEF	2,100	2,100	
SALARY - SPECIALTY PAY	93,450	86,450	7,000
SALARY - COMMUNITY SERVICE OFFICER	2,205	2,205	-
SALARY - CLERICAL	15,435	15,435	-
SALARY - PART TIME CLERICAL	40,313	40,313	
MAINT BUILDING	18,900	18,900	1: = 1
MAINT TOOLS & WORK EQUIPMENT	3,308	3,308	F
MAINT RADIOS	1,103	1,103	-
MAINT VEHICLES	2,100	2,100	-
MAINT OFFICE EQUIPMENT	26,250	26,250	85
MAINT OTHER	1,050	1,050	
MAINT SOFTWARE/UPGRADES	105	105	(A)
MAINT COMPUTER HARDWARE	2,100	2,100	-
HEAT	2,100	2,100	
GASOLINE & OIL	945	945	3 . €
PRINTING & SUPPLIES	42,000	42,000	3 . €0
OFFICE SUPPLIES	1,575	1,575	-
CLEANING SERVICE	8,400	8,400	*
POSTAGE	9,450	9,450	(=)
TELEPHONE	105	105	3 0
CABLE/INTERNET/AIRCARDS	22,575	22,575	-
RADIO SERVICE/STAR COMM	2,835	2,835	-
MAINTENANCE CONTRACTS	18,900	18,900	-
LEADS - SUPPLIES/SERVICES	10,710	10,710	-
ALL OTHER SUPPL/SVCS	105	105	⊕ 1
RENTAL EXPENSE	3,150	3,150	
	5,250	5,250	-
AMMUNITION, TARGETS, ETC	4,200	4,200	~
COMPUTER IT	8,820	8,820	
MEDICAL	525	525	-
PHYSICALS	525	525	=
PSYCHOLOGICAL TESTING	1,050	1,050	=
POLYGRAPH TESTING	525	525	8
EASTCOM DISPATCH SERVICES	233,100	233,100	=
IMPOUNDING FEES	2,205	2,205	₹.
NEW - UNIFORMS	18,743	18,743	=
NEW - TOOLS & WORK EQUIPMENT	9,450	9,450	-
PERSONAL EQUIPMENT	1,050	1,050	-
NEW - OFFICE EQUIPMENT	4,200	4,200	-
NEW - COMPUTER HARDWARE	10,500	10,500	34
NEW - COMPUTER SOFTWARE	1,050	1,050	72
EMPLOYEE TRAINING/CIVILIAN	1,050	1,050	-
BOOKS/MANUALS (NON-SUBSCRIPTION)	735	735	\\ <u>\</u>
POLICE TRAINING	16,537	16,537	-

		To Be Pa	
	Total	Other	Tax
	Appropriation	Sources	Levy
STATE FORFEITED FUNDS PURCHASE	1,050	1,050	-
MEETING/CONFERENCE FEES	1,050	1,050	-
TRAVEL/MEALS REIMBURSEMENT	2,205	2,205	<u> </u>
COMMUNITY RELATIONS/PROMOTION	2,100	2,100	2
DUES & SUBSCRIPTIONS	12,600	12,600	_
PRISONER HOUSING	2,100	2,100	25
RECORD DISPOSAL	550	550	70 2
MAINT BUILDING	1,050	1,050	
SUBTOTAL POLICE PROTECTION			
COBTOTALT OLIOL PROTECTION	2,082,536	1,995,552	86,984
TELEPHONE	210	210	
PHYSICALS	315	315	
PSYCHOLOGICAL TESTING	1,575	1,575	-
POLYGRAPH TESTING	525	525	-
POLICE TESTING	3,150	3,150	-
TRAVEL/MEALS REIMBURSEMENT	2,100	2,100	844
DUES & SUBSCRIPTIONS	525	525	
SUBTOTAL POLICE AND FIRE BOARD	8,400	8,400	
TOTAL POLICE PROTECTION	\$ 2,090,936	\$ 2,003,952	\$ 86,984
PUBLIC BENEFIT			
MAINT BUILDING/IMPROVEMENTS	0.400	(0.040)	202272
MAINT SIDEWALKS	8,400 1,050	(6,940)	15,340
50/50 PROGRAMS-SIDEWALKS	1,050	(-)	1,050
OUT TO STATING-SIDEWALKS	1,050		1,050
TOTAL PUBLIC BENEFIT	\$ 10,500	\$ (6,940)	\$ 17,440
WATER AND SEWER FUND			
SALARY - TRUSTEE	7,875	7,875	
SALARY - DIRECTOR	89,250	89,250	-
SALARY - WATER FOREMAN	60,900	60,900	3 5
SALARY - WATER FOREMAN OT	5,250	5,250	186
SALARY - WORKMEN	52,500	52,500	1631
SALARY - WORKMEN OT	8,400	8,400	[-]),
SALARY - CLERICAL	91,875	91,875	## 1981
SALARY - CLERICAL OT	1,050	1,050	(7 8)
MAINT PATCHING (RESTORATION)	52,500	52,500	(70)
MAINT STORM SEWERS	5,250	5,250	:=0
MAINT WELLS	0,200		
IVIAINT VVELLO	3 150	3 150	
	3,150 5,250	3,150 5,250	(#X)
MAINT RESERVOIRS/TANKS	5,250	5,250	•
			•

	TW THE	To Be Pai	d From
	Total	Other	Tax
	Appropriation	Sources	Levy
MAINT HYDRANTS	10,500	10,500	
MAINT SEWERS	5,250	5,250	_
MAINT CHLORINATORS	3,150	3,150	_
MAINT MOTORIZED EQUIPMENT	1,050	1,050	-
MAINT TOOLS & WORK EQUIPMENT	3,675	3,675	-
MAINT VEHICLES	15,750	15,750	
ELECTRIC	12,600	12,600	<u></u>
ELECTRIC - WATER PUMPING	18,900	18,900	
HEATING	2,100		•
GASOLINE & OIL		2,100	-
PRINTING & SUPPLIES	15,750	15,750	-
OFFICE SUPPLIES	1,260	1,260	1
SHOP SUPPLIES	1,575	1,575	(- 1
POSTAGE	3,675	3,675	-
TELEPHONE	8,400	8,400	100
MAINTENANCE CONTRACTS	6,300	6,300	840
SECURITY SYSTEM	1,050	1,050	
	1,050	1,050	-
GARBAGE CONTRACTS UNIFORM SERVICE	761,250	761,250	
2010 10 10 10 10 10 10 10 10 10 10 10 10	3,675	3,675	-
RENTAL - EQUIP/TOOLS/ETC	3,150	3,150	-
CHEMICALS	36,750	36,750	-
AUDITING & ACCOUNTING	30,870	30,870	-
WATER TESTING FEES	4,200	4,200	
COMPUTER PROGRAMMING SERVICES	525	525	
NEW - EQUIPMENT/WATER SYSTEM	1,050	1,050	-
NEW - HYDRANTS	10,500	10,500	-
NEW - METERS	36,750	36,750	
NEW - TOOLS & WORK EQUIPMENT	10,500	10,500	-
NEW OFFICE EQUIP & FURNITURE	1,050	1,050	(48)
EMPLOYEE TRAINING	1,050	1,050	(<u>-</u>)
DUES & SUBSCRIPTIONS	3,675	3,675	1 2 3
J.U.L.I.E. CORRESPONDENCE	1,575	1,575	-
UNIFORM ALLOWANCE	525	525	=
DEPRECIATION EXPENSE	157,500	157,500	-
DEBT SERVICE EXPENSE (PRINCIPAL)	7,492	7,492	.=
DEBT SERVICE EXPENSE (INTEREST)	87	87	-
TRANSFER TO LIABILITY INSURANCE	262,500	262,500	-
TRANSFER TO AUDIT	6,300	6,300	-
TRANSFER TO FICA/IMRF	47,250	47,250	7
OTAL WATER AND SEWER FUND	\$ 2,009,509 \$	5 2,009,509 \$	

		To Be Paid From			
	Total	Other	Tax		
	Appropriation	Sources	Levy		
ROAD AND BRIDGE					
SALARY - SUPERVISOR	57,750	57,750			
SALARY - SUPERVISOR OT	10,500	10,500	-		
SALARY - WORKMEN	136,500	136,500	:: -		
SALARY - WORKMEN OT	10,500	10,500			
MAINT BUILDING	3,675	3,675	47) -		
MAINT SIGNS	5,250	5,250	(ATA)		
MAINT MOWING & PARKWAYS	15,750	15,750	_		
MAINT TREES REMOVE/TRIM	5,250	5,250	-		
MAINT MOTORIZED EQUIPMENT	1,575	1,575	_		
MAINT TOOLS & WORK EQUIP	3,150	3,150			
MAINT VEHICLES	31,500	31,500	(A)		
HEAT	1,575	1,575			
GASOLINE & OIL	12,600	12,600			
OFFICE SUPPLIES	525	525	_		
SHOP SUPPLIES	9,450	9,450			
TELEPHONE	2,100	2,100	_		
CABLE/INTERNET SERVICE	1,050	1,050	_		
MAINTENANCE CONTRACTS	525	525			
SECURITY SYSTEM	525	525	1.00 1.00		
UNIFORM SERVICE	3,675	3,675	_		
SOFTWARE	2,100	2,100	_		
PRINTING - VEHICLE STICKERS	2,625	2,625	-		
PRINTING - MOTORCYCLE TAGS	262	262	-		
MEDICAL SERVICES	525	525	(3)		
ENGINEERING FEES	1,050	1,050			
NEW - TOOLS & WORK EQUIPMENT	4,200	4,200	(#X)		
TRANSFER TO DEBT SERVICE	1,779	1,779	2		
TOTAL ROAD AND BRIDGE	\$ 325,966	\$ 325,966	\$ -		
MOTOR FUEL TAX	·				
MAINT STREETS & IMPROVEMENTS	66 150	00.450			
MAINT: - STREETS & IMPROVEMENTS MAINT: - TRAFFIC & STREET LIGHTING	66,150	66,150	-		
ENGINEERING FEES	68,250 53,500	68,250	*		
CONSULTING SERVICES	52,500	52,500	-		
COMOCETING OLIVIDES	21,000	21,000	-		
TOTAL MOTOR FUEL TAX	\$ 207,900	\$ 207,900	\$ -		

			To Be Paid From			
	_Ap	Total propriation		Other Sources		Tax Levy
IMRF						
I.M.R.F VILLAGE CONTRIBUTION		94,500		36,620	-	57,880
TOTAL IMRF	\$	94,500	\$	36,620	\$	57,880
SOCIAL SECURITY	-					
F.I.C.A VILLAGE CONTRIBUTION		94,500		32,829		64 674
MEDICARE - VILLAGE CONTRIBUTION		42,000		12,000		61,671 30,000
	-	12,000	-	12,000	-	30,000
TOTAL SOCIAL SECURITY	\$	136,500	\$	44,829	\$	91,671
DEBT SERVICE						
DEBT CERTIFICATES EXP - PRINCIPAL		126,000		126,000		_
DEBT CERTIFICATES PRINCIPAL		652		652		
DEBT CERTIFICATES PRINCIPAL - FIRE		49,375		49,375		_
DEBT CERTIFICATES PRINCIPAL - POLICE		34,154		34,154		-
DEBT CERTIFICATES PRINCIPAL - RB		1,771		1,771		-
DEBT CERTIFICATES EXP - INTEREST		179,949		179,949		-
DEBT CERTIFICATES INTEREST		2		2		≡ e
DEBT CERTIFICATES INTEREST - FIRE		3,386		3,386		a 2
DEBT CERTIFICATES INTEREST - POLICE		1,086		1,086		-
DEBT CERTIFICATES INTEREST - RB	8 1	7	-	7_		<u> </u>
TOTAL DEBT SERVICE	\$	396,382	\$	396,382	\$	-
D.A.R.E.						
SALARY - DARE OFFICER RETRO		4,200		4,200		
TRAINING - D.A.R.E. OFFICER		1,050		1,050		5
PROMOTIONAL ITEMS/LITERATURE		2,100		2,100		-
AWARDS		105		105		-
ACTIVITIES		1,050		1,050		-
MEETING/CONFERENCE EXPENSES		420		420		-
DUES & SUBSCRIPTIONS		105		105		-
TOTAL D.A.R.E.	\$	9,030	\$	9,030	\$	
LIABILITY INSURANCE					100	
CASUALTY		262,500		137,500		125,000
WORKMAN'S COMPENSATION		152,250		42,250		110,000
UNEMPLOYMENT COMP		23,625		13,625		10,000
HEALTH INSURANCE		682,500		257,684		424,816
LIFE & DISABILITY		13,125		3,125		10,000
DENTAL INSURANCE	-	34,125		9,125		25,000
TOTAL LIABILITY INSURANCE	\$	1,168,125	\$	463,309	\$	704,816

		To Be P	aid F	rom
	Total	Other		Tax
	Appropriation	Sources		Levy
HSEM (CIVIL DEFENSE)				
SALARY-DIRECTOR	6,510	5,702		909
WORKMEN	7,350	6,850		808
MAINT BUILDING	1,575	1,575		500
MAINT TOOLS & WORK EQUIPMENT	210	210		-
MAINT RADIOS	420			ā
MAINT AIR WARNING EQUIPMENT	525	420		-
MAINT VEHICLES	8,400	525		-
GASOLINE & OIL		8,400		-
PRINTING & SUPPLIES	5,250 105	5,250		-
OFFICE SUPPLIES	315	105		-
SHOP SUPPLIES	525	315 525		-
TELEPHONE	3,675			-
CABLE/INTERNET SERVICE	1,050	3,675		-
MAINTENANCE CONTRACTS	105	1,050 105		•
SECURITY SYSTEM	1,050			137
MEDICAL	525	1,050		88.77
NEW - UNIFORMS	1,575	525		9 177 3
NEW - TOOLS & WORK EQUIPMENT	105	1,575 105		S(#)
NEW - TRAFFIC DEPT. EQUIPMENT	525	525		
NEW - RADIOS	787	787		-
EMPLOYEE TRAINING	263	263		-
MEETING/CONFERENCE FEES	263	263		is=1
DUES & SUBSCRIPTIONS	210	210		1 = 1 1 = 1
TOTAL HSEM (CIVIL DEFENSE)	\$ 41,318	\$ 40,010	\$	1,308
			<u> </u>	1,000
AUDITING * ACCOUNTING FEED				
AUDITING & ACCOUNTING FEES	32,550	6,499		26,051
TOTAL AUDITING	\$ 32,550	\$ 6,499	\$	26,051
MUNICIPAL BAND				
SALARY - DIRECTOR	2,415	581		1,834
MISCELLANEOUS SUPPLIES	1,050	50		
		30		1,000
TOTAL MUNICIPAL BAND	\$ 3,465	\$ 631	\$	2,834
SCHOOL CROSSING GUARD				
SALARY - SCHOOL CROSSING GUARD	46,305	34,642		11,663
TOTAL SCHOOL CROSSING GUARD	\$ 46,305	\$ 34,642	\$	11,663
	4 40,000	7 34,042	Ψ	11,003

		To Be F	Paid From		
	Total	Other	Tax		
	_Appropriation	Sources	Levy		
TIF #1					
CONSULTING SERVICES	2,100	2,100	_		
AUDITING & ACCOUNTING FEES	5,250	5,250			
PAYOUT EXPENSE	94,500	94,500	_		
TOTAL TIF #1	\$ 101,850	\$ 101,850	\$ -		
TIF #2		5			
CONSULTING SERVICES	2,100	2,100			
AUDITING & ACCOUNTING FEES	2,100	2,100	-		
PAYOUT EXPENSE	31,500	31,500	7		
TOTAL TIF #2	\$ 35,700	\$ 35,700	\$ -		
TIF #3	N 	1	N		
AUDITING & ACCOUNTING FEES	2,100	2,100			
PAYOUT EXPENSE	73,500	73,500	1. 1 .		
		73,300			
TOTAL TIF #3	\$ 75,600	\$ 75,600	\$ -		
TIF #4					
AUDITING & ACCOUNTING FEES	2,100	2,100	1046		
PAYOUT EXPENSE	78,750	78,750	_		
TRANSFER TO DEBT SERVICE	47,250	47,250	2		
TOTAL TIF #4	\$ 128,100	\$ 128,100	\$ -		
0.4 N.T. 1. T.					
CAPITAL PROJECTS CAPITAL EXPENDITURES	210,000	210 000			
ON TIME EXITENSITIONES	210,000	210,000			
TOTAL CAPITAL PROJECTS	\$ 210,000	\$ 210,000	\$ -		
TIF #5					
PROFESSIONAL SERVICES	3,150	3,150			
AUDITING & ACCOUNTING SERVICES	2,100	2,100			
PAYOUT EXPENSE	52,500	52,500			
TOTAL TIF #5	\$ 57,750	\$ 57,750	\$ -		
TOTAL ALL FUNDS	\$ 9,754,685	\$ 7,546,389	\$ 2,208,296		

RECAPITULATION

FUND	201	2019 TAX LEVY	
CORPORATE	\$	410,289	
STREET LIGHTING		17,440	
POLICE PENSION		500,000	
FIRE PROTECTION		207,542	
PLAYGROUND & RECREATION		72,378	
POLICE PROTECTION		86,984	
PUBLIC BENEFIT		17,440	
I.M.R.F.		57,880	
SOCIAL SECURITY		91,671	
LIABILITY INSURANCE		704,816	
CIVIL DEFENSE		1,308	
AUDITING		26,051	
MUNICIPAL BAND		2,834	
CROSSING GUARDS		11,663	
COMBINED TOTAL	\$	2,208,296	

Section 5. There is hereby certified to the County Clerk of Cook County and the County Clerk of Will County, Illinois, the several sums aforesaid, constituting the total amount of \$2,208,296, which said total amount the Village of Steger, Cook County and Will County, Illinois requires to be raised by taxation for the current municipal fiscal year January 1, 2019 to December 31, 2019 of said Village, and the Village Clerk is hereby directed to file within the time required by law, a certified copy of this Ordinance and also to certify within said mentioned time to said County Clerk the total amount required to be raised by taxation; as aforesaid, in accordance with the provision of the revenue laws of the State of Illinois.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance is declared to be urgent and necessary for the immediate preservation of public peace, health and safety of the general public and shall, therefore, take effect and be in full force immediately upon its passage and approval by the Village President.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Steger, Cook County and

Will County, Illinois this	day of December 2019,	pursuant to a roll	call vote, as follows
----------------------------	-----------------------	--------------------	-----------------------

	YES	NO	ABSTAIN	ABSENT	PRESENT
BUXTON					
JOYCE					
KOZY					
LOPEZ, JR					
PERCHINSKI					
SKREZYNA, JR.					
PRESIDENT PETERSON, JR.					
TOTAL					

APPROVED by the President	of the Village of Steger, Cook County and Will County
Illinois on this day of December 2	•
	KENNETH A. PETERSON, JR.
	VILLAGE PRESIDENT
ATTEST:	
JOSEPH M. ZAGONE, JR. VILLAGE CLERK	

TRUTH IN TAXATION

CERTIFICATE OF COMPLIANCE

I, Kenneth A. Peterson Jr., hereby certify the	hat I am the presiding officer of the Village of
Steger, Cook County and Will County, Illinois, and	as such presiding officer I certify that the tax levy
ordinance, Ordinance Number, for the	fiscal year commencing January 1, 2019 and
ending December 31, 2019, a copy of which is atta	ached hereto, as adopted pursuant to, and in all
respects in compliance with, the applicable provis	ions of Division 2 of Article 18 of the Illinois
Property Tax Code, entitled "Truth in Taxation,"	including any applicable estimate, notice and
hearing requirements of Sections 18-60 through 18	-85 (35 ILCS 200/18-60 through 18-85).
Date: December, 2019	
	Village of Steger
By:	KENNETH A. PETERSON, JR. VILLAGE PRESIDENT
ATTEST:	
JOSEPH M. ZAGONE JR. VILLAGE CLERK	

ORDINANCE NO. 1226

STATE OF ILLINOIS)
COUNTIES OF COOK)
AND WILL)

AN ORDINANCE ABATING THE LEVY OF TAXES RELATED TO GENERAL OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE), SERIES 2018 FOR THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, 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, on February 5, 2018, the Village President (the "President"), and the Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 1186 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Bonds (Alternative Revenue Source), Series 2018, in an amount not to exceed Three Million, Five Hundred Thousand and No/100 U.S. Dollars (\$3,500,000.00) (the "Series 2018 Bonds"); and

WHEREAS, acting pursuant to the Bond Ordinance, the President executed a bond order (the "Bond Order"), which provided certain terms for the Bonds; and

WHEREAS, the Bond Order provides for the levy of taxes in the Village's tax levy year 2019 sufficient to provide Two Hundred Twenty-Five Thousand, Five Hundred Twenty-Five and No/100 U.S. Dollars (\$225,525.00) for the purpose of paying the interest and/or principal on the Series 2018 Bonds; and

WHEREAS, since the Village has received documentation from the Paying Agent (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and/or interest on the Series 2018 Bonds and those funds are on deposit in the Bond Fund (as defined in the Bond Ordinance), created pursuant to the Bond Ordinance, the Corporate Authorities are required by the Bond Ordinance to cause the deposit of such amount into the Bond and Interest Account (as defined in the Bond Ordinance), created pursuant to the Bond Ordinance, to abate the levy described above and to cause proper notification of that abatement to be filed with the Office of the Cook County Clerk, Illinois; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Steger, Counties of Cook and Will, 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.

ARTICLE II. ABATEMENT

SECTION 2.0 Transfer of funds.

The sum of Two Hundred Twenty-Five Thousand, Five Hundred Twenty-Five and No/100 U.S. Dollars (\$225,525.00) has been or will be transferred pursuant to Section 7 of the Bond Ordinance to the Bond and Interest Account, created by the

Bond Ordinance, and shall be irrevocably pledged for the payment of the principal and/or interest due on the Series 2018 Bonds.

SECTION 3.0 Abatement.

There is hereby abated the of sum Two Hundred Twenty-Five Thousand, Five Hundred Twenty-Five and No/100 U.S. Dollars (\$225,525.00) of the levy of taxes for the Village's tax levy year 2019, being the levy appearing and set forth in the Bond Order. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2019 pursuant to the terms of the Bond Order in connection with the Series 2018 Bonds.

SECTION 4.0 Direction to the Village Clerk.

Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in Section 3.0 of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the Office of the Clerk of Cook County, Illinois and the Office of the Clerk of Will County, Illinois.

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

SECTION 5.0: 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 6.0: 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 7.0: 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 8.0: 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 9.0: Effective Date.

This Ordinance shall be effective immediately after its passage, approval and publication in accordance with applicable law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this day of	2019.
	Joseph M. Zagone, Jr., Village Clerk
APPROVED thisday of	2019.
	Ernesto Lopez Jr., Chairman Pro Tem
Roll call vote: Voting in favor: Voting against:	

THE VILLAGE OF STEGER COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NUMBER 1227

AN ORDINANCE APPROVING A REAL ESTATE CONTRACT
TO PURCHASE 3123 GREEN STREET, STEGER, IL 60475 BY
AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER
OF RECORD, AND THE VILLAGE OF STEGER, COOK AND
WILL COUNTIES, ILLINOIS FOR THE FUTURE
DEVELOPMENT AND IMPROVEMENT OF VILLAGE
INFRASTRUCTURE

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

AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO PURCHASE 3123 GREEN STREET, STEGER, IL 60475 BY AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE

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, the Village, pursuant to section 11-76.1-1 of the Illinois Municipal Code, (65 ILCS 5/11-76.1-1) has the power to purchase real property for public purposes; and

WHEREAS, the Village President and Village Board of Trustees, (collectively the "Corporate Authorities") are committed to ensuring that the existing infrastructure within the Village of Steger is maintained in a safe and working manner; and

WHEREAS, the Corporate Authorities recognize the need to acquire real property for the public purposes of providing such infrastructure improvements; and

WHEREAS, in connection with the foregoing, the Village desires to acquire certain real property located at the address commonly known as 3123 Green Street, Steger, IL 60475 (the "Property"); and

WHEREAS, in furtherance of the direction of the Village Board to move forward with the purchase of the Property, the Village Prosecutor executed a contract to purchase same which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Corporate Authorities have determined that the Real Estate Contract for purchase of the Property is in the best interests of the Health, Safety and Welfare of the residents of the Village of Steger.

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:

- Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- Section 2. The Real Estate Contract between First United Bank Trust 1593, Owners of Record, and the Village of Steger, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved in the form presented to the Village Board.

Section 3. The Corporate Authorities hereby ratify all prior acts that the Village Prosecutor or his designee have undertaken to execute the Real Estate Contract, hereby designate the Village Prosecutor or his designee as authorized signers of the Real Estate Contract, and further direct the Village President, Village Administrator, Village Prosecutor and other Village officials and Officers or their designees to execute all necessary documentation to complete satisfaction of the Real Estate Contract and to take such actions as necessary to carry out the intent and purpose of this Ordinance and Real Estate Contract.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Leonard Skrezyna, Jr. Michael Sarek Tim Perchinski Ernie Lopez Jr. William J. Joyce Ryan A. Buxton Kenneth A. Peterson, Jr., Village President	TRUSTEE/OFFICIAL	YES	NO	ABSENT
Fim Perchinski Ernie Lopez Jr. William J. Joyce Ryan A. Buxton Kenneth A. Peterson, Jr., Village President PPROVED by the Village President on	Leonard Skrezyna, Jr.			TIDUDITI
Ernie Lopez Jr. William J. Joyce Ryan A. Buxton Kenneth A. Peterson, Jr., Village President PPROVED by the Village President on	Michael Sarek			
William J. Joyce Ryan A. Buxton Kenneth A. Peterson, Jr., Village President PPROVED by the Village President on	Tim Perchinski			
Ryan A. Buxton Kenneth A. Peterson, Jr., Village President PPROVED by the Village President on	Ernie Lopez Jr.			
PPROVED by the Village President on, 2019. Kenneth A. Peterson, Jr.	William J. Joyce			
APPROVED by the Village President on	Dyon A Duyton			
APPROVED by the Village President on, 2019. Kenneth A. Peterson, Jr.				
Kenneth A. Peterson, Jr.	Kenneth A. Peterson, Jr.,			
VIIIAGE President	Kenneth A. Peterson, Jr.,			

Joseph M. Zagone, Jr.

Village Clerk

REAL ESTATE PURCHASE AGREEMENT

	This Rea	al Estate Purch	nase Agree	men	t (the	"Agreeme	ent")	is made	an	d entered	d int	o as of
the .	day (of	, 2019	, by	and	between	the	Village	of	Steger	an	
muni	cipal corpoi	ration ("Buyer") and FIRS	T UN	NITE	BANK T	RUS	T 1593 ("Se	eller").		

RECITALS

- A. Seller currently holds title to a certain parcel of real estate which is commonly known as 3123 Green Street, Steger, Illinois (the "Property") which is legally described on Exhibit "A" attached hereto and incorporated herein.
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Property in accordance with the terms and conditions hereinafter set forth.
- NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:
- 1. **Agreement to Purchase.** Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property which is Vacant.
- 2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the sum of One Thousand and 00/100 Dollars (\$1,000.00) as provided herein. Buyer agrees to pay all customary Seller fees, the result being that at Closing, the seller nets \$1000.00. Should the seller opt to hire an attorney of his own, Seller does so at his own expense.
- 3. Conveyance and Possession. Seller shall convey or cause to be conveyed to Buyer by a recordable trustee's deed, good title in fee simple to the Property, subject only to: (a) general real estate taxes not due and payable as of the date of the Closing; (b) such easements, covenants, conditions and restrictions recorded against the Property which are approved by Buyer (collectively referred to as "Permitted Exceptions"). Except as otherwise provided in the Agreement, Seller shall deliver possession of the Property to Buyer at the Closing.
- 4. **Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction (the "Closing") shall take place on or before December 31, 2019 at the location of the Buyer's attorney's office.

Documents to be Delivered.

- A. At or prior to the Closing, Buyer shall prepare all documents necessary to consummate the subject transaction, even those customarily prepared and delivered to the buyer by the seller, including the following, all in form and substance reasonably satisfactory to Buyer;
 - The Deed described in Paragraph 3 hereof;

- (2) An affidavit of title executed by Seller in standard form, subject only to the Permitted Exceptions;
- B. At the Closing, Buyer shall deliver (i) the Purchase Price in cash, certified check or by wire transfer of federal funds;
- C. At the Closing, Seller and Buyer shall jointly execute and deliver necessary real estate transfer tax declarations and a closing statement.
- 6. **AS IS Condition.** This Agreement is for the sale and purchase of the Property in its "As Is" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Sell or Seller's officers, agents or employees. Buyer acknowledges that Seller is the current tenant of the Property that buyer is familiar with the condition of the Property and that neither Seller nor Seller's officers, agents or employees have made any representation concerning the condition of the Property.

7. Covenants, Representations and Warranties.

- A. Seller covenants, warrants and represents, as the case may be, to Buyer as follows:
 - (1) Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the date of Closing and be binding upon Buyer or the Property.
 - At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien, encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.
 - (3) As of the Closing and as conditions precedent to Buyer's obligation to close hereunder, except as created by this Agreement, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities (other than non-delinquent general real estate taxes), contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject.
 - (4) Seller has obtained all consents, releases and permissions and given all required notifications, including, but not limited to compliance with any applicable Bulk Sales Act, related to the transactions herein any applicable Bulk Sales Act, related to the

transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound. No reporting or withholding requirements are applicable to this transaction pursuant to Section 902(d) of the Illinois Income Tax Act.

- B. This Agreement shall not be canceled or merged with the Closing. The representations, covenants and warranties contained in this Paragraph, are true, accurate and complete as of the date made, and shall be deemed remade as of the date of Closing and shall survive the Closing.
- 8. **Adjustments.** No adjustments for tax prorations will be made that will cause the Seller to bear the expense of any taxes not yet billed. If a tax bill has been issued and is due the Buyer agrees to pay said tax bill in order to obtain the property.
- 9. Closing Costs. Buyer shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy (including, without limitation, the title endorsements), State of Illinois and Cook County documentary, stamp or real estate transfer and conveyance taxes, and any escrow charges imposed by the Title Company necessary to effectuate the sale contemplated by this Agreement.
- 10. **Brokers.** The parties mutually warrant and represent to each other that neither party has authorized any broker to act on its behalf in respect of the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all claims, demands and lawsuits by any other broker or other person for commissions or other compensation for bringing about the transactions contemplated of such other broker or other person by Seller. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands and lawsuits by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such other broker or other person by Buyer.

11. Remedies.

- A. In the event that this Agreement is terminated pursuant to the terms hereof or the transaction herein described is not consummated for any reason other than by reason of a default of Buyer hereunder, the Earnest Money, if any, shall be refunded to Buyer and Buyer shall have no further remedies against Seller.
- B. If this Agreement is terminated or the transaction herein described is not consummated due to a default of Buyer hereunder, the Earnest Money shall be forfeited to Seller, and Seller shall retain the Earnest Money as liquidated damages, in lieu of all other remedies available to Seller for such default, and the parties hereto shall have no further rights or obligations to the other party hereunder. Seller and Buyer agree that the Earnest Money is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller's removal of the Property from the market and the costs incurred by Seller and shall not constitute a penalty or forfeiture.

- Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated thereby. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 13. No Solicitation. Seller hereby acknowledges and agrees that for so long as Buyer is not in default under this Agreement beyond any applicable cure period for which notice of default has been given, Seller shall not solicit, discuss, entertain or accept any formal or informal offers or enter into or emerge in any discussions or negotiations with any other person, party or entity (other than Buyer, in any way relating to or with a view towards the sale, leasing or other disposition of the Property or any part thereof.
- Modifications. No modifications, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.
- Notices. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

To Buyer: Mayor Kenneth A. Peterson, Jr. Village of Steger 3320 Louis Avenue Steger, IL 60475 Email: kpeterson@villageofsteger.org To Buyer's Attorney: Luciano Panici, Jr. Law Offices of Dennis G. Gianopolus, P.C. 18511 Torrence Avenue Lansing, IL 60438 Fax: (708) 889-9634 Email: lpanici@lawofficesofdgg.com To Seller: Carmen Recupito and Anthony Recupito

	Email: <u>baker1224@sbcglobal.net</u>
To Buyer's Attorney:	
	Fax:
	Email:

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

- 16. **Approval by City Council.** This Agreement is contingent upon its approval by the Village of Steger Village Board within thirty (30) days following the date of execution of this Agreement by Seller. In the event that the Village Board for the Village of Steger fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement.
- 17. **Governing Law and Interpretation.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.
- 18. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way defined, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- 19. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 20. **Partial Invalidity.** Seller and Buyer intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto or to the conditions to Buyer's or Seller's obligations to consummate the transaction contemplated herein is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Seller and Buyer that such portion, provision or provisions shall be given force to the fullest extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Buyer and Seller under the remainder of this Agreement shall continue in full force and effect.
- 21. **Time for Performance.** Time is of the essence of this Agreement and of each and every term and condition hereof. In the event the time for performance hereunder falls on a

Saturday, Sunday or legal holiday, the time for performance shall be on the next day that is not a Saturday, Sunday or legal holiday.

- 22. **Waiver of Provisions.** The terms, covenants, warranties and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, contingency, or breach of any provision, term, covenant or warranty contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition, contingency or of the breach of any other provisions, term, covenant or warranty of this Agreement.
- 23. **Counterparts.** This Agreement may be executed in several counterparts, and all such separate counterparts shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Биуе	\$F.
Villaç	ge of Steger
Ву:_	Mayor Kenneth A. Peterson, Jr.
Selle	er(s):
First	United Bank Trust 1593
Ву:_	Carmen Recupito, as trustee of First United Bank Trust 1593
Ву:	Anthony Recupito, as Trustee of First United Bank Trust 1593

D. ...

EXHIBIT "A"

Legal Description

LOTS 38 AND 39 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS IN SECTIONS 32 AND 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3123 Green Street, Steger, IL 60475

P.I.N. No.32-32-411-010-0000 and 32-32-411-011-0000

THE VILLAGE OF STEGER COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NUMBER 1228

AN ORDINANCE APPROVING A REAL ESTATE CONTRACT
TO PURCHASE 24 EAST 30TH PLACE, STEGER, IL 60475 BY
AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER
OF RECORD, AND THE VILLAGE OF STEGER, COOK AND
WILL COUNTIES, ILLINOIS FOR THE FUTURE
DEVELOPMENT AND IMPROVEMENT OF VILLAGE
INFRASTRUCTURE

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

AN ORDINANCE APPROVING A REAL ESTATE CONTRACT TO PURCHASE 24 EAST 30TH PLACE, STEGER, IL 60475 BY AND BETWEEN FIRST UNITED BANK TRUST 1593, OWNER OF RECORD, AND THE VILLAGE OF STEGER, COOK AND WILL COUNTIES, ILLINOIS FOR THE FUTURE DEVELOPMENT AND IMPROVEMENT OF VILLAGE INFRASTRUCTURE

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, the Village, pursuant to section 11-76.1-1 of the Illinois Municipal Code, (65 ILCS 5/11-76.1-1) has the power to purchase real property for public purposes; and

WHEREAS, the Village President and Village Board of Trustees, (collectively the "Corporate Authorities") are committed to ensuring that the existing infrastructure within the Village of Steger is maintained in a safe and working manner; and

WHEREAS, the Corporate Authorities recognize the need to acquire real property for the public purposes of providing such infrastructure improvements; and

WHEREAS, in connection with the foregoing, the Village desires to acquire certain real property located at the address commonly known as 24 East 30th Place, Steger, IL 60475 (the "Property"); and

WHEREAS, in furtherance of the direction of the Village Board to move forward with the purchase of the Property, the Village Prosecutor executed a contract to purchase same which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Corporate Authorities have determined that the Real Estate Contract for purchase of the Property is in the best interests of the Health, Safety and Welfare of the residents of the Village of Steger.

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:

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Real Estate Contract between First United Bank Trust 1593, Owners of Record, and the Village of Steger, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved in the form presented to the Village Board.

Section 3. The Corporate Authorities hereby ratify all prior acts that the Village Prosecutor or his designee have undertaken to execute the Real Estate Contract, hereby designate the Village Prosecutor or his designee as authorized signers of the Real Estate Contract, and further direct the Village President, Village Administrator, Village Prosecutor and other Village officials and Officers or their designees to execute all necessary documentation to complete satisfaction of the Real Estate Contract and to take such actions as necessary to carry out the intent and purpose of this Ordinance and Real Estate Contract.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All Ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

Adopted this _____ Day of ______, 2019 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	, 2019.	
ATTEST:	Kenneth A. Peterson, Jr. Village President	-
Joseph M. Zagone, Jr. Village Clerk		

REAL ESTATE PURCHASE AGREEMENT

C05	This Real	I Estate	Purchase A	Agreen	nent	(the	"Agreeme	ent")	is made	an	d entered	d int	o as of
the .	day o	of		2019,	by	and	between	the	Village	of	Steger.		
muni	cipal corpor	ation ("B	uyer") and	FIRST	UN	IITED	BANK T	RUS'	T 1593 ("Se	ller").		

RECITALS

- A. Seller currently holds title to a certain parcel of real estate which is commonly known as 24 E. 30th Place, Steger, Illinois (the "Property") which is legally described on Exhibit "A" attached hereto and incorporated herein.
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Property in accordance with the terms and conditions hereinafter set forth.
- NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:
- 1. Agreement to Purchase. Seller agrees to sell, convey and assign or cause to be sold, conveyed and assigned to Buyer and Buyer agrees to purchase the Property and all rights, privileges, tenements, hereditaments, easements and appurtenances to the Property which is Vacant.
- 2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be the sum of One Thousand and 00/100 Dollars (\$1,000.00) as provided herein. Buyer agrees to pay all customary Seller fees, the result being that at Closing, the seller nets \$1000.00. Should the seller opt to hire an attorney of his own, Seller does so at his own expense.
- 3. Conveyance and Possession. Seller shall convey or cause to be conveyed to Buyer by a recordable trustee's deed, good title in fee simple to the Property, subject only to: (a) general real estate taxes not due and payable as of the date of the Closing; (b) such easements, covenants, conditions and restrictions recorded against the Property which are approved by Buyer (collectively referred to as "Permitted Exceptions"). Except as otherwise provided in the Agreement, Seller shall deliver possession of the Property to Buyer at the Closing.
- 4. **Time of Closing.** Subject to the conditions precedent contained in this Agreement, the consummation of the transaction (the "Closing") shall take place on or before December 31, 2019 at the location of the Buyer's attorney's office.

Documents to be Delivered.

- A. At or prior to the Closing, Buyer shall prepare all documents necessary to consummate the subject transaction, even those customarily prepared and delivered to the buyer by the seller, including the following, all in form and substance reasonably satisfactory to Buyer:
 - (1) The Deed described in Paragraph 3 hereof;

- (2) An affidavit of title executed by Seller in standard form, subject only to the Permitted Exceptions;
- At the Closing, Buyer shall deliver (i) the Purchase Price in cash, certified check or by wire transfer of federal funds;
- C. At the Closing, Seller and Buyer shall jointly execute and deliver necessary real estate transfer tax declarations and a closing statement.
- 6. **AS IS Condition.** This Agreement is for the sale and purchase of the Property in its "As Is" condition. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property have been made by Sell or Seller's officers, agents or employees. Buyer acknowledges that Seller is the current tenant of the Property that buyer is familiar with the condition of the Property and that neither Seller nor Seller's officers, agents or employees have made any representation concerning the condition of the Property.

Covenants, Representations and Warranties.

- A. Seller covenants, warrants and represents, as the case may be, to Buyer as follows:
 - (1) Between the date of the execution of this Agreement and the Closing, Seller shall not, without first obtaining the written consent of Buyer, enter into any contracts or agreements or leases pertaining to the Property which would survive the date of Closing and be binding upon Buyer or the Property.
 - At the time of Closing, Seller will own the Property free and clear of all liens, claims, encumbrances, and rights of others except for the Permitted Exceptions. Seller is not a party to any contract, lease, agreement or commitment to sell, convey, lease, assign, transfer or otherwise dispose of any portion or portions of the Property. Neither Seller nor any person or entity claiming by, through or under Seller has or will have, at any time or times prior to the Closing, done or suffered anything whereby any lien, encumbrance, claim or right of others has been or will be created on or against the Property or any part thereof or interest therein.
 - (3) As of the Closing and as conditions precedent to Buyer's obligation to close hereunder, except as created by this Agreement, there will be no obligations or liabilities of any kind or nature whatsoever, actual or contingent, including, but not limited to, any tax liabilities (other than non-delinquent general real estate taxes), contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject.
 - (4) Seller has obtained all consents, releases and permissions and given all required notifications, including, but not limited to compliance with any applicable Bulk Sales Act, related to the transactions herein any applicable Bulk Sales Act, related to the

transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound. No reporting or withholding requirements are applicable to this transaction pursuant to Section 902(d) of the Illinois Income Tax Act.

- B. This Agreement shall not be canceled or merged with the Closing. The representations, covenants and warranties contained in this Paragraph, are true, accurate and complete as of the date made, and shall be deemed remade as of the date of Closing and shall survive the Closing.
- 8. Adjustments. No adjustments for tax prorations will be made that will cause the Seller to bear the expense of any taxes not yet billed. If a tax bill has been issued and is due the Buyer agrees to pay said tax bill in order to obtain the property.
- 9. Closing Costs. Buyer shall pay all title charges and expenses of or relating to the Title Commitment, the Title Policy (including, without limitation, the title endorsements), State of Illinois and Cook County documentary, stamp or real estate transfer and conveyance taxes, and any escrow charges imposed by the Title Company necessary to effectuate the sale contemplated by this Agreement.
- 10. **Brokers.** The parties mutually warrant and represent to each other that neither party has authorized any broker to act on its behalf in respect of the transactions contemplated hereby, and that neither has dealt with any broker in connection therewith. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against any and all claims, demands and lawsuits by any other broker or other person for commissions or other compensation for bringing about the transactions contemplated of such other broker or other person by Seller. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, demands and lawsuits by any broker or other person for commissions or other compensation for bringing about the transactions contemplated hereby where such claim is based on the purported employment or authorization of such other broker or other person by Buyer.

11. Remedies.

- A. In the event that this Agreement is terminated pursuant to the terms hereof or the transaction herein described is not consummated for any reason other than by reason of a default of Buyer hereunder, the Earnest Money, if any, shall be refunded to Buyer and Buyer shall have no further remedies against Seller.
- B. If this Agreement is terminated or the transaction herein described is not consummated due to a default of Buyer hereunder, the Earnest Money shall be forfeited to Seller, and Seller shall retain the Earnest Money as liquidated damages, in lieu of all other remedies available to Seller for such default, and the parties hereto shall have no further rights or obligations to the other party hereunder. Seller and Buyer agree that the Earnest Money is a fair and reasonable amount to be retained by Seller as agreed and liquidated damages in light of Seller's removal of the Property from the market and the costs incurred by Seller and shall not constitute a penalty or forfeiture.

- 12. **Entire Agreement.** It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, the exhibits annexed hereto and the instruments and documents referred to herein, which alone fully and completely express their agreements, and that neither party is relying upon any statement or representation, not embodied in this Agreement, made by the other. Each party expressly acknowledges that, except as expressly provided in this Agreement, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated thereby. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 13. **No Solicitation.** Seller hereby acknowledges and agrees that for so long as Buyer is not in default under this Agreement beyond any applicable cure period for which notice of default has been given, Seller shall not solicit, discuss, entertain or accept any formal or informal offers or enter into or emerge in any discussions or negotiations with any other person, party or entity (other than Buyer, in any way relating to or with a view towards the sale, leasing or other disposition of the Property or any part thereof.
- 14. **Modifications.** No modifications, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought.
- Notices. Any and all notices, demands, requests and other communications necessary or desirable to be served under this Agreement shall be in writing and shall be either personally delivered or delivered to the Party or the Party's attorney by (i) facsimile transmission, (ii) email, (iii) prepaid same-day or overnight delivery service (such as Federal Express or UPS), with proof of delivery requested, or (iv) United States registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

return receipt requested, po	stage prepaid, in each case addressed as follows:
To Buyer:	Mayor Kenneth A. Peterson, Jr. Village of Steger 3320 Louis Avenue Steger, IL 60475 Email: kpeterson@villageofsteger.org
To Buyer's Attorney:	Luciano Panici, Jr. Law Offices of Dennis G. Gianopolus, P.C. 18511 Torrence Avenue Lansing, IL 60438 Fax: (708) 889-9634 Email: lpanici@lawofficesofdgg.com
To Seller:	Carmen Recupito and Anthony Recupito

	Email: <u>baker1224@sbcglobal.net</u>
To Buyer's Attorney:	
	Fax:
	Email:

or such other address or addresses or to such other party when any party entitled to receive notice hereunder may designate for itself from time to time in a written notice served upon the other parties hereto in accordance herewith. Any notice sent as hereinabove provided shall be deemed to have been received (i) on the date it is personally delivered, if delivered in person, (ii) on the date it is electronically transmitted by email or facsimile transmission, (iii) on the first business day after the date it is deposited with the overnight courier service, if delivered by overnight courier service, or (iv) on the third (3rd) business day following the postmark date which it bears, if delivered by United States registered or certified mail, return receipt requested, postage prepaid.

- 16. **Approval by City Council.** This Agreement is contingent upon its approval by the Village of Steger Village Board within thirty (30) days following the date of execution of this Agreement by Seller. In the event that the Village Board for the Village of Steger fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement.
- 17. **Governing Law and Interpretation.** The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.
- 18. **Captions.** The captions in this Agreement are inserted for convenience of reference only and in no way defined, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- 19. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 20. **Partial Invalidity.** Seller and Buyer intend and believe that each provision of this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto or to the conditions to Buyer's or Seller's obligations to consummate the transaction contemplated herein is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Seller and Buyer that such portion, provision or provisions shall be given force to the fullest extent that they are legal, valid and enforceable, that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Buyer and Seller under the remainder of this Agreement shall continue in full force and effect.
- 21. **Time for Performance.** Time is of the essence of this Agreement and of each and every term and condition hereof. In the event the time for performance hereunder falls on a

Saturday, Sunday or legal holiday, the time for performance shall be on the next day that is not a Saturday, Sunday or legal holiday.

- Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by any party of any condition, contingency, or breach of any provision, term, covenant or warranty contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of any such condition, contingency or of the breach of any other provisions, term, covenant or warranty of this Agreement.
- 23. **Counterparts.** This Agreement may be executed in several counterparts, and all such separate counterparts shall constitute one Agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Buyer:
Village of Steger
By: Mayor Kenneth A. Peterson, Jr.
Seller(s):
First United Bank Trust 1593
By: Carmen Recupito, as trustee of First United Bank Trust 1593
By:Anthony Recupito, as Trustee of First United Bank Trust 1593

EXHIBIT "A"

Legal Description

LOTS 8 AND 9 IN BLOCK 6 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 32 AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 24 E. 30th Place, Steger, IL 60475

P.I.N. No.32-33-301-017-0000 and 32-33-301-018-0000

ORDINANCE	NO.	1229	

STATE OF ILLINOIS)
COUNTIES OF COOK)
AND WILL	Ý

AN ORDINANCE AMENDING CHAPTERS 18, 58 AND 82 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING HEALTH AND SANITATION

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, 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 promoting the health, safety and general welfare of the Village residents; and

WHEREAS, the Code of Ordinances for the Village of Steger (the "Village Code") currently adopts certain regulations regarding the use and possession within the Village (the "Existing Regulations"); and

WHEREAS, the Illinois General Assembly recently adopted the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) (the "Act"), which legalizes the possession, sale and distribution of cannabis beginning January 1, 2020, in accordance with the Act; and

WHEREAS, in light of the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend Chapters 18, 58, and 82 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 amend Chapters 18, 58, and 82 of the Village Code.

ARTICLE II. AUTHORIZATION; AMENDMENTS TO CHAPTERS 18, 58, AND 82 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF STEGER

SECTION 3.0: Amendment to Chapter 18, Section 18-271 of the Village Code.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 18, Section 18-271 as follows (additions <u>underlined</u>, deletions <u>stricken</u>):

Sec. 18-271. - Definitions.

Chief law enforcement officer means the chief of police of the village or his designee.

Nuisance activity means any activities described in items (1) through (14) of "potential nuisance property."

Nuisance property means a potential nuisance property that has been adjudicated pursuant to section 18-272(b) and declared to be a nuisance property and a penalty has been imposed by the court pursuant to section 18-273.

Owner means any person having any legal or equitable interest to title in the property in question.

Person means any natural person, partnership, limited partnership, corporation, limited liability company, or other entity organized under the laws of any state or the United States.

Potential nuisance property means property upon which three or more instances of any one or any combination of the activities listed below have occurred during any 120-day period as a result of any three separate factual events that have been independently investigated by any law enforcement agency that have resulted in an arrest, issuance of a warrant for an arrest, issuance of a ticket or citation or the filing of a police report.

- (1) Disorderly conduct as defined in Section 26-1 of the Criminal Code of 1961.
- (2) Unlawful use of weapons as defined in Section 24-1 of the Criminal Code of l961.
 - (3) Mob action as defined in Section 25-1 of the Criminal Code of 1961.
- (4) Aggravated discharge of a firearm as defined in Section 24-1.2 and 24-1.2-5.
 - (5) Gambling as defined in Section 28-1 of the Criminal Code of 1961.
- (6) Possession, manufacture or delivery of a controlled substance as defined in Section 401 of the Illinois Controlled Substances Act.
- (7) Assault or battery or any related offense as defined in Article 12 of the Criminal Code of 1961.
- (8) Criminal sexual abuse or related offenses as defined in Sections 12-15 and 12-16 of the Criminal Code of 1961.
- (9) Public indecency as defined in Section 11-9 of the Criminal Code of 1961.
 - (10) Prostitution as defined in Section 11-14 of the Criminal Code of 1961
- (11) Criminal damage to property as defined in Section 21-1 of the Criminal Code of 1961.
- (12) Possession, cultivation, manufacture or delivery of cannabis as defined in the Cannabis Control Actexcept as provided by the Cannabis Regulation and Tax Act or the Compassionate Use of Medical Cannabis Program Act.

- (13) Illegal consumption or possession of alcohol as defined in the Liquor Control Act of 1934.
- (14) Violation of any municipal ordinance or state statute controlling or regulating the sale or use of alcoholic beverages.

Permitted means to knowingly suffer, allow, consent to, acquiesce or expressly assent or agree to the doing of an act.

Property means any real property and fixtures thereof leased for residential purposes or any part or portion thereof whether under an oral or written agreement.

SECTION 3.1: Amendment to Chapter 58, Section 58-10 of the Village Code.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 58, Section 58-10 as follows (additions <u>underlined</u>, deletions stricken):

Sec. 58-10. - Vehicle seizure and impoundment.

- (a) Nuisance declared. Any motor vehicle used in connection with the following shall be declared a public nuisance and subject to seizure and impoundment under this article:
- (1) A violation of 720 ILCS 5/24-1, unlawful use of weapon, or 720 ILCS 5/24-1.2 aggravated discharge of a firearm;
- (2) Violation of 625 ILCS 5/6-303, driving while driver's license, permit or privilege to operate a motor vehicle is suspended or revoked, of the vehicle code, except a person whose driver's license, permit or privilege to operate a motor vehicle is suspended only for a violation of 625 ILCS 5/13 et seq., the Emissions Inspection Law;
- (3) A violation of 625 ILCS 5/11-204, fleeing or attempting to elude a peace officer; 625 ILCS 5/11-501, driving under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof; 625 ILCS 5/11-503, reckless driving or aggravated reckless driving; 625 ILCS 5/11-504, drag racing; or 625 ILCS 5/11-601.5, driving 40 miles an hour or more in excess of applicable limit, of the vehicle code, or against whom a warrant has been issued by a circuit court for failing to appear to answer charges that the person was a) operating a motor vehicle while that person's license was suspended or revoked or b) operating a motor vehicle while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof;
- (4) A violation of 720 ILCS 5/11-6, indecent solicitation of a child; 720 ILCS 5/12-2, aggravated assault; 720 ILCS 5/12-4, aggravated battery; 720 ILCS 5/12-4.2, aggravated battery with a firearm; 720 ILCS 5/12-4.3, aggravated battery of a child;

- 720 ILCS 5/12-4.6, aggravated battery of a senior citizen; 720 ILCS 5/16A-3, retail theft, when the value of the merchandise exceeds \$150.00; 720 ILCS 5/18-1, robbery; 720 ILCS 5/18-2, armed robbery; 720 ILCS 5/19-1, burglary; 720 ILCS 5/19-3, residential burglary; 720 ILCS 5/20-1, arson; 720 ILCS 5/20-1.1, aggravated arson; 720 ILCS 5/20-2, possession of explosives or explosive or incendiary devices; 720 ILCS 5/21-1, criminal damage to property; or 720 ILCS 5/25-1 mob action, of the state criminal code;
- (5) A violation of 720 ILCS 570/401, manufacture or delivery unauthorized; 720 ILCS 570/401.1, controlled substance trafficking; or 720 ILCS 570/402, possession unauthorized, of the Controlled Substances Act;
- (6) A violation of 720 ILCS 550/4, possession of more than 10 grams of any substance containing cannabis; 720 ILCS 550/5 410 ILCS 705/10-10, possession of more manufacture or delivery of cannabis; 720 ILCS 550/5.1, cannabis trafficking; 720 ILCS 550/5.2, delivery of cannabis on school grounds; or 720 ILCS 550/8, unauthorized production or possession of cannabis sativa plant, of the Cannabis Control Act.the possession or more than: (i) 30 grams of cannabis flower; (ii) 500 milligrams of THC contained in cannabis-infused product; and (iii) 5 grams of cannabis concentrate by a person who is a resident of this State; or the possession of more than: (i) 15 grams of cannabis flower; (ii) 2.5 grams of cannabis concentrate; and (iii) 250 milligrams of THC contained in a cannabis-infused product by a person who is not resident of this State.
- (7) A violation of 720 ILCS 550/5 manufacture or delivery of cannabis, except for purposes authorized by this Cannabis Control Act or the Cannabis Regulation and Tax Act; 720 ILCS 550/5.1, cannabis trafficking, except for purposes authorized by this Cannabis Control Act or the Cannabis Regulation and Tax Act; 720 ILCS 550/5.2, delivery of cannabis on school grounds; or 720 ILCS 550/8, production or possession of cannabis sativa plant, except for purposes authorized by this Cannabis Control Act or the Cannabis Regulation and Tax Act.
- (b) Seizure and impoundment. Whenever a police officer has probable cause to believe that a motor vehicle is subject to seizure and impoundment pursuant to this article, the police officer shall provide for the towing of the motor vehicle according to police department procedures. When the motor vehicle is towed, the police officer shall notify the person who is found to be in control of the motor vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the motor vehicle owner's right to request a preliminary hearing. Said motor vehicle shall be impounded pending the completion of the hearings provided for in this article, unless the owner of the motor vehicle posts with the village a cash bond as set forth in subsection (c).
- (c) Administrative fees. The owner of record of such motor vehicle subject to seizure and impoundment shall be liable to the village for an administrative fee of \$500.00 in addition to any towing and storage charges. This article is in addition to and shall not replace or otherwise abrogate any existing state or federal laws or any ordinance that relates to the seizure and/or impoundment of motor vehicles, and any fee in this article shall be in addition to any and all penalties that may be assessed or imposed by a court for any criminal charges. This article shall not apply:

- (1) If the motor vehicle used in the violation was stolen at that time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered;
- (2) If the motor vehicle is operating as a common carrier and the violation occurs without the knowledge of the person in control of the motor vehicle; or
- (3) If the motor vehicle is subject to successful forfeiture proceedings under 725 ILCS 150/1 et seq., the Drug Asset Forfeiture Procedure Act, 720 ILCS 5/36-1 et seq., the Seizure and Forfeiture of Vessels, Vehicles and Aircraft Act, or state or federal forfeiture laws. For purposes of this article, the "owner of record" or "owner" of a motor vehicle is the record title holder as registered with the secretary of state.
 - (d) Vehicle possession.
- (1) Except as provided otherwise in this article, a motor vehicle shall continue to be impounded until:
- a. The administrative fee, plus any applicable towing and storage charges, are paid, in which case possession of the motor vehicle shall be given to the person who is legally entitled to possess the motor vehicle; or
- b. The motor vehicle is sold or otherwise disposed of to satisfy a judgment to enforce a lien as provided by law.
- (2) Except as otherwise specifically provided by law, no owner, lien holder or other person shall be legally entitled to take possession of a motor vehicle impounded under this article until the civil fees applicable under this section have been paid.
- (e) Preliminary hearing. Whenever the owner of a motor vehicle seized pursuant to this article requests a preliminary hearing, said owner must make a request for said preliminary hearing within 48 hours of the seizure and impoundment. Said request shall be made in person and in writing at the Steger Police Department Administrative Offices, Monday-Friday, excluding holidays, 8:30 a.m. until 5:00 p.m. using the tow hearing request form. If the request for a preliminary hearing is timely filed, the chief of police or his designee shall conduct such preliminary hearing within 24 hours after the request, or by a date mutually agreeable to the parties, Monday-Friday, excluding holidays, 8:30 a.m. until 5:00 p.m. All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing. The formal rules of evidence will not apply and hearsay evidence shall be admissible. If, after the preliminary hearing, the chief of police or his designee determines there is probable cause to believe that the motor vehicle is subject to seizure and impoundment pursuant to this article, the chief of police or his designee shall order the continued impoundment of the motor vehicle, as provided in this article, unless the owner of the motor vehicle posts with the village a cash bond as set forth in subsection (c). The chief of police or his designee will then set the matter for a hearing as set forth in subsection (g), unless the owner affirmatively waives the right to a hearing. However, if the chief of police or his designee finds that no such violation occurred, the chief of police or his designee shall order the return of the motor vehicle or cash bond, but the owner shall be responsible for any towing and storage charges.

- (f) Notice of hearing. Unless a preliminary hearing is held pursuant to subsection (e), or the owner affirmatively waives the right to a hearing, within ten days after a motor vehicle is seized and impounded pursuant to this article or within ten days after the conclusion of forfeiture proceedings, the village shall notify by certified mail, return receipt requested, to the owner of record of the date, time and location of a hearing that will be conducted pursuant to this article. The notice shall state the fees that may be imposed, and that a motor vehicle not released by cash bond and remaining in the village may be sold or disposed of by the village in accordance with applicable law.
- (g) Hearing. The hearing shall be conducted and held, unless affirmatively waived by the owner, or continued by the owner or by order of the hearing officer, no later than 45 days after the motor vehicle was seized, unless the motor vehicle was subject to unsuccessful forfeiture proceedings, in which case the hearing shall be conducted and held, unless affirmatively waived by the owner; or continued by the owner or by order of the hearing officer, no later than 45 days after the conclusion of the forfeiture proceedings. All interested persons shall be given a reasonable opportunity to be heard at the hearing. At any time prior to the hearing date, the hearing officer may, at the request of either party, direct witnesses to appear and give testimony at the hearing. The formal rules of evidence will not apply at the hearing and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines by a preponderance of evidence that the motor vehicle, operated with the permission, express or implied, of the owner, was used in the commission of any of the violations set forth in this article, and that none of the exceptions applies, the hearing officer shall enter an order finding the owner of record of the motor vehicle civilly liable to the village for an administrative fee in the amount as set forth in section (c) which shall constitute a debt due and owning to the village. If the owner of record fails to appear at the hearing, the hearing officer shall enter a default order finding the owner of record of the motor vehicle civilly liable to the village for an administrative fee in the amount as set forth in section (c) which shall constitute a debt due and owing to the village, and a copy of which default order shall be sent to the registered owner via certified mail, return receipt requested. If a cash bond has been posted the bond shall be applied. If a motor vehicle is impounded when such administrative fee is imposed, the village may seek to obtain a judgment on the debt and enforce such judgment against the motor vehicle as provided by law. However, if the hearing officer finds that no such violation occurred, the hearing officer shall order the return of the motor vehicle or cash bond, but the owner shall be responsible for any towing and storage charges.
- (h) Failure to pay. If the administrative fee and towing and storage charges are not paid within 35 days after entry of an administrative fee against an owner of record who fails to appear at the hearing, the motor vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed motor vehicles. In all other cases, if the administrative fee and towing and storage charges are not paid within 35 days after the expiration of time at which administrative review of the hearing officer's determination may be sought, or within 35 days after an action seeking administrative review has been resolved in favor of the village, whichever is applicable, the motor vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed motor vehicles.

SECTION 3.2: Amendment to Chapter 58, Section 58-13 of the Village Code.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 58, Section 58-13 as follows (additions <u>underlined</u>, deletions <u>stricken</u>):

Sec. 58-13. - Possession of cannabis prohibited Cannabis.

(a) Offense. It shall be unlawful for any person to knowingly possess cannabis of not more than ten grams of any substance containing cannabis.

(b) Definition.

Cannabis includes marijuana, hashish, and other substances which are identified as including any parts of the plant Cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produce ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis: but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture or preparation of such mature stalks (except the resin extracted therefrom), fiber oil or cake, or the sterilized seed of such plant which is incapable of germination.

(c) Penalty. A person found in violation of the provisions of this section shall be subject to a fine not less than \$25.00 nor more than \$750.00.

(a) Definitions.

The words, terms and phrases defined in the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.), section 3 of the Cannabis Control Act (720 ILCS 55/1 et seq.), and in the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.) when used in this section, shall have the meanings ascribed to them in such act, unless the context otherwise requires.

(b) Possession of Cannabis.

1. It is unlawful for any person under 21 years of age to knowingly obtain, seek to obtain, or possess cannabis, except where authorized by the Compassionate Use of Medical Cannabis Program Act or the Community College Cannabis Vocational Pilot Program.

- It is unlawful for any person who is 21 years of age or older and who is not a resident of the State of Illinois to knowingly obtain, seek to obtain, or possess in excess of 15 grams of cannabis flower, 2.5 grams of cannabis concentrate, or 250 milligrams of THC contained in a cannabis infused product.
- 3. It is unlawful for any person who is 21 years of age or older and who is a resident of the state of Illinois and who is not a registered qualified patient to knowingly obtain, seek to obtain, or possess in excess of 30 grams of cannabis flower, 5 grams of cannabis concentrate, or 500 milligrams of THC contained in a cannabis infused product.
- 4. The possession limit of cannabis for any person who is 21 years of age or older and a registered qualifying patient is, in addition to the amounts allowable under paragraph (b)(3) above, any cannabis produced by cannabis plants grown under subsection (b) of Section 10-5 of the Cannabis Regulation and Tax Act, provided any amount of cannabis produced in excess of 30 grams of raw cannabis or its equivalent must remain secured within the residence or residential property in which it was grown.

(c) Manufacture and delivery of cannabis.

It is unlawful for any person knowingly to manufacture, deliver, or possess with intent to deliver cannabis unless the person is a cannabis testing facility, a community college cannabis vocational training pilot program faculty participant, a craft grower, a cultivation center, a dispensing organization, an infuser organization, a processing organization, or a transporting organization.

(d) Production of Cannabis for personal consumption.

Any person who knowingly produces cannabis for personal consumption, other than cannabis produced by cannabis plants grown under subsection (b) of Section 10-5 of the Cannabis Regulation and Tax Act, is guilty of unlawful possession, and the same shall be treated as unlawful possession of cannabis for purposes of penalties.

(e) Consumption of cannabis by underage invitees.

It is unlawful for any parent or guardian to knowingly permit his or her residence, any other private property under his or her control, or any vehicle, conveyance, or watercraft under his or her control to be used by an invitee of the parent's child or the guardian's ward, if the invitee is under the age of 21, in a manner that constitutes a violation of this section. A parent or guardian is deemed to have knowingly permitted his or her residence, any other private property under his or her control, or any vehicle, conveyance, or watercraft under his or her control to be used in violation of this section if he or she knowingly authorizes or permits consumption of cannabis by underage invitees, except where authorized by the Compassionate Use of Medical Cannabis Program Act.

(f) Transfer of cannabis to minors prohibited.

It is unlawful for any parent or guardian to transfer cannabis, with or without remuneration, to a person under 21 years of age, or to allow a person under 21 years of age to purchase, possess, use, process, transport, grow, or consume cannabis except where authorized by the Compassionate Use of Medical Cannabis Program Act or by the Community College Vocational Pilot Program.

(g) Incorporation by reference.

The Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), the Cannabis Control Act (720 ILCS 55/1 et seq.) and the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) (collectively, the "Acts"), are hereby incorporated into this section as applicable. If any part of this section is inconsistent with such Acts, the terms of the Acts shall apply. Any conduct which constitutes a violation of the Acts is hereby declared to be a violation of the Village Code and may be prosecuted as an ordinance violation, the section number of the Village Code having the same number as the applicable section of the Acts; provided that this clause shall not apply to a violation of any part of the Acts which falls under the exclusive jurisdiction of the State of Illinois.

(h) Penalties.

Any person found to have violated any provision of this section 58-13 shall be fined not less than twenty-fifty dollars (\$25.00) nor more than seven hundred fifty dollars (\$750.00) for each violation.

SECTION 3.3: Amendment to Chapter 58, Section 58-14 of the Village Code.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 58, Section 58-14 as follows (additions <u>underlined</u>, deletions <u>stricken</u>):

Sec. 58-14. - Possession of drug paraphernalia prohibited.

(a) Offense.

- (1) It shall be unlawful for any person to knowingly possess an item of drug paraphernalia with the intent to use it in ingesting, inhaling, or otherwise introducing cannabis or a controlled substance into the human body, or in preparing cannabis or a controlled substance for that use. This subsection does not apply to a person who is legally authorized to possess hypodermic syringes or needles under the Hypodermic Syringes and Needles Act.
- (2) In determining intent under subsection (a), the trier of the fact may take into consideration the proximity of the cannabis or controlled substances to drug

paraphernalia or the presence of cannabis or a controlled substance on the drug paraphernalia.

(b) Definition.

Drug paraphernalia means all equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in section 10 of the Methamphetamine Control and Community Protection Act., which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act. It includes, but is not limited to:

- (1) Kits intended to be used unlawfully in the manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance;
- (2) Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is eannabis or a controlled substance;
- (3) Testing equipment intended to be used unlawfully in a private home for identifying or analyzing the strength, effectiveness or purity of cannabis or controlled substances;
- (4) Diluents and adulterants intended to be used unlawfully for cutting cannabis or a controlled substance by private persons;
- (5) Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cannabis, cocaine. Hashish, or hashish oil into the human body including, where applicable, including, but not limited to the following items:
 - a. Water pipes:
 - b. Carburetion tubes and devices;
 - c. Smoking and carburetion masks;
 - d. Miniature cocaine spoons and cocaine vials:
 - e. Carburetor pipes;
 - f. Electric pipes;
 - g. Air-driven pipes;
 - h. Chillums:
 - Bongs;

- Ice pipes or chillers;
- (6) Any item whose purpose, as announced or described by the seller, is for use in violation of this Act.
- (c) Penalty. A person found in violation of the provisions of this section shall be subject to a fine not less than \$25.00 nor more than \$750.00.

SECTION 3.4: Amendment to Chapter 82, Section 82-311 of the Village Code.

That the Municipal Code of Steger, Illinois is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending Chapter 82, Section 82-311 as follows (additions <u>underlined</u>, deletions stricken):

Sec. 82-311. - Driving while under the influence of alcohol, other drug, or combination thereof.

A person shall not drive or be in actual physical control of any vehicle while:

- (1) The alcohol concentration in such person's blood or breath is 0.10 or more based on the definition of blood and breath units in section 11-501.2 of the Illinois Vehicle Code (III. Rev. Stat. ch. 95½, § 11-501.2);
 - (2) Under the influence of alcohol;
- (3) Under the influence of any other drug or combination of drugs to a degree which renders such person incapable of safely driving:
- (4) Under the combined influence of alcohol and any other drug or drugs to a degree which renders such person incapable of safely driving; or
- (5) There is any amount of a drug, substance or compound in such person's blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act (III. Rev. Stat. ch. 56½, § 701 et seq.), or a controlled substance listed in the Illinois Controlled Substances Act (III. Rev. Stat. ch. 56½, § 1100 et seq.).

(6) Under the influence of cannabis.

SECTION 3.5: 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 January 1, 2020 after its passage and

approval.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED this day of Dece	ember 2019.
	Joseph M. Zagone, Jr., Village Clerk
APPROVED thisday of De	ecember 2019.
	Kenneth A. Peterson, Jr., Village President
Roll call vote: Voting in favor: Voting against: Not voting:	

ORDINANCE NO. 1230

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

AN ORDINANCE APPROVING IN PART AND DENYING IN PART, A VARIANCE FOR THE PROPERTY LOCATED AT 3545 UNION AVENUE, STEGER, ILLINOIS

WHEREAS, Patricia Garza and Joel M. Garza (the "Petitioners") submitted a request to the Village of Steger (the "Village") seeking a zoning variance so that Petitioners could erect a fence around the sides and front ("Proposed Use") of certain parcels of real estate within the Village, commonly known as 3545 Union Avenue, Steger, Illinois with Property Index Numbers 23-15-04-108-022, 23-15-04-108-023 and 23-15-04-108-024 (the "Subject Property"); and

WHEREAS, the Village's Planning and Zoning Board of Appeals (the "PZBA") held a hearing, pursuant to proper notice, at which the Petitioners provided testimony regarding the Proposed Use of the Subject Property; and

WHEREAS, evidence was introduced at the aforesaid hearing establishing that a variance to erect a fence along the sides of the Subject Property is: (a) consistent with existing uses in the general vicinity thereof; (b) will not negatively alter the essential character of the locality; (c) will not endanger the public safety; and (d) will not be detrimental to the public welfare or injurious to other property or improvements; and

WHEREAS, conversely, a variance to erect a fence along the front of the Subject Property was demonstrated to have such an effect that it would be: (a) inconsistent with existing uses in the general vicinity thereof; and (b) will negatively alter the essential character of the locality; and

WHEREAS, based on the foregoing, the PZBA made certain findings of fact, which are set forth on the "Recommendation", attached hereto and incorporated herein as Exhibit A, and made a recommendation to approve in part and deny in part the requested zoning variance to allow for the erection of a fence around the sides of the Subject Property, but not across the front of the Subject Property; and

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:

<u>Section 1</u>. <u>Recitals</u>. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Partial Approval of Variance. The findings of fact and recommendation of the PZBA are hereby adopted and, in accordance with said findings and recommendation, the Village Board approves the variance application to erect a fence along the sides of the Subject Property within the Village but denies the

request to the extent a fence will be erected along the front of Subject Property within the Village.

<u>Section 3</u>. <u>Savings Clause</u>. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in force to the same extent and with like effect as if this Ordinance be taken, construed or held to avoid or impair any cause of action now existing under any ordinance of the Village, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.

<u>Section 4</u>. <u>Effective Date</u>. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

PASSED this 16th day of December 2019.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 16th day of December 2019.

Kenneth A. Peterson, Jr., Village President

Roll call vote: Voting in favor: Voting against: Not voting:

EXHIBIT A

VILLAGE OF STEGER (the "Village") PLANNING & ZONING BOARD OF APPEALS RECOMMENDATION

RE: Variance application to erect a fence around the property lines of three adjacent properties, including the front yard, on residential properties within the Village

President and Board of Trustees:

The Planning & Zoning Board of Appeals ("PZBA") met on Wednesday, November 13, 2019 and voted to *approve in part and deny in part* the petition of Patricia Garza and Joel M. Garza (the "Petitioners") for relief from Article III, Chapter 50 of the Municipal Code of the Village of Steger, Illinois, related to fences (the "Variance"). Proper notice of the Meeting was provided in accordance with Section 10.4.3 of the Zoning Ordinance.

During the public hearing, testimony and evidence were introduced establishing that the Petitioners own parcels of real estate within the Village, commonly known as 3545 Union Avenue, Steger, Illinois with Property Index Numbers 23-15-04-108-022, 23-15-04-108-023 and 23-15-04-108-024 (the "Subject Property"). At the hearing, Petitioners presented to the PZBA a request for a Variance to allow for erection of a fence around the property lines of the Subject Property, including the front yard (the "Proposed Use").

Further, the Petitioners provided testimony and evidence establishing that a variance to erect a fence along the sides of the Subject Property is: (a) consistent with existing uses in the general vicinity thereof; (b) will not negatively alter the essential character of the locality; (c) will not endanger the public safety; and (d) will not be detrimental to the public welfare or injurious to other property or improvements. However, a variance to erect a fence along the front of the Subject Property was demonstrated to have such an effect that it would be: (a) inconsistent with existing uses in the general vicinity thereof; and (b) will negatively alter the essential character of the locality.

In light of the testimony and evidence introduced at the public hearing, the PZBA found that the proposed zoning variance would be in furtherance of the public interest in regard to the erection of the fence along the sides of the Subject Property, but contrary to the public interest along the front of the Subject Property. It is the recommendation of the PZBA to approve the variance application to erect a fence along the sides of the Subject Property within the Village but deny the request to the extent a fence will be erected along the front of the Subject Property within the Village.

James Brodeur, Chairman
Planning & Zoning Board of Appeals
Village of Steger

ORD	INANCE NO.	1231
STATE OF ILLINOIS)	
)	
COUNTIES OF COOK)	
AND WILL	ý	

AN ORDINANCE APPROVING A VARIANCE FOR A DETACHED GARAGE HEIGHT AND AREA FOR THE PROPERTY LOCATED AT 21 WEST 35TH PLACE, STEGER, ILLINOIS

WHEREAS, the property located at 21 West 35th Place, Steger, Illinois (the "Subject Property") is located in an area zoned R-2 (Residential District-Family Dwelling District); and

WHEREAS, Bobby J. Gifford Jr. (the "Applicant") submitted a request to the Village of Steger (the "Village") seeking a height and area variance (the "Variance") related to construction of an attic on top of a detached garage for the Subject Property (the "Proposed Use"); and

WHEREAS, the Village's Planning and Zoning Board of Appeals (the "PZBA") held a hearing, pursuant to proper notice, at which the Applicant provided testimony regarding the Variance; and

WHEREAS, evidence was introduced at the aforesaid hearing establishing that: (a) the Proposed Use is consistent with existing uses in the general vicinity thereof; (b) the Subject Property is suitable for the Proposed Use; (d) the Variance will not negatively alter the essential character of the locality. (e) the Variance will not endanger the public safety; and (f) the Variance will not be detrimental to the public welfare or injurious to other property or improvements; and

WHEREAS, based on the foregoing, the PZBA made certain findings of fact, which are set forth on the "Recommendation", attached hereto and incorporated herein as Exhibit A, and made a recommendation to approve the requested Variance; and

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:

Section 1. Recitals. The foregoing recitals are herein incorporated and made a part of this Ordinance as if fully set forth herein.

Section 2. Approval of Variance. The findings of fact and Recommendation of the PZBA are hereby adopted and, in accordance with said findings and recommendation, the Village Board approves the Variance for the Subject Property.

Section 3. Savings Clause. This Ordinance shall not affect suits pending or rights existing at the time this Ordinance takes effect, but such suits and rights shall continue in force to the same extent and with like effect as if this Ordinance be taken, construed or held to avoid or impair any cause of action now existing under any ordinance of the

Village, or any amendment thereto, but as to any consideration of action now existing, such ordinance and amendment thereto, shall be continued in full force and effect.
Section 4. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.
PASSED this day of 2019.
Joseph M. Zagone, Jr., Village Clerk
APPROVED this day of 2019.
Kenneth A. Peterson, Jr., Village President
Roll call vote: Voting in favor: Voting against: Not voting:

EXHIBIT A

VILLAGE OF STEGER (the "Village") PLANNING & ZONING BOARD OF APPEALS RECOMMENDATION

RE: Variance application to construct and maintain an attic on top of a detached two-car garage in a residential property within the Village.

President and Board of Trustees:

The Planning & Zoning Board of Appeals ("PZBA") met on Wednesday, November 13, 2019 and discussed the petition of Bobby J. Gifford Jr. (the "Petitioner") for relief from Sections 4.7-3 and 4.7-5.1 of the "Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois," commonly referred to as the "Zoning Code," related to height and area restrictions for a detached garage (the "Variance"). Proper notice of the Meeting was provided in accordance with Section 10.4.3 of the Zoning Ordinance.

During the public hearing, testimony and evidence were introduced establishing that the Petitioner owns a parcel of real estate within the Village, commonly known as 21 West 35th Place, Steger, Illinois with Property Index Number 15-05-214-039 (the "Subject Property"). At the hearing, Petitioner presented to the PZBA a request for a Variance to allow for an attic to be constructed on top of a two-car garage maintained on the Subject Property (the "Proposed Use"). Further, the Petitioner provided credible evidence showing that: (a) the Proposed Use is consistent with existing uses in the general vicinity thereof; (b) the Subject Property is suitable for the Proposed Use; (d) the Variance will not negatively alter the essential character of the locality; (e) the Variance will not endanger the public safety; and (f) the Variance will not be detrimental to the public welfare or injurious to other property or improvements.

In light of the testimony introduced at the public hearing, the PZBA found that the Proposed Use of the Subject Property is in furtherance of the public interest and necessary for the health, safety, and welfare of the Village and its residents.

It is the recommendation of the PZBA to approve the variance application to construct and maintain an attic on top of a detached two-car garage in a residential property within the Village.

C. R. Paul

James Brodeur, Chairman
Planning & Zoning Board of Appeals
Village of Steger