

ORDINANCE NO. 1075

STATE OF ILLINOIS        )  
                                          )  
COUNTIES OF COOK        )  
                                          )  
                                          )  
                                          )

**AN ORDINANCE AMENDING CHAPTER 82, SECTION 82-572, OF THE  
MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING APPROVED TOWING  
SERVICE OPERATORS FOR THE VILLAGE OF STEGER.**

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

**WHEREAS**, currently, the Illinois Compiled Statutes and the Municipal Code of Steger, Illinois (the "Village Code") set forth the circumstances under which the Village's Police Department (the "Department") is authorized to tow and impound vehicles; and

**WHEREAS**, in an effort to ensure the continued safe and efficient implementation of the Department's tow and impound authority, the Village President (the "President") and Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") have determined that it is in the best interests of the Village to establish a procedure for retaining one or more third party towing service operators (the "Towing Companies") to provide towing and/or impounding services for the Village (the "Services"); and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to amend the Village Code to establish that the Towing Companies shall be retained by the

President, subject to the advice and consent of the Village Board, and to terminate the Village's relationship with any third party towing service operators currently providing the Services; and

**WHEREAS**, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village and its residents to amend Chapter 82, Section 82-572, of the Village Code as set forth herein; 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:

**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 Chapter 82, Section 82-572, of the Village Code to establish that the Towing Companies shall be retained by the President, subject to the advice and consent of the Village Board, to terminate the Village's relationship with any third party towing service operators currently providing the Services, to authorize the President or his designee to take such steps as are deemed necessary to carry out the intent of this Ordinance, and to ratify any actions previously taken that are consistent with the intent of this Ordinance.

**ARTICLE II.  
AMENDMENT TO CHAPTER 82, SECTION 82-572 OF THE  
MUNICIPAL CODE OF STEGER, ILLINOIS**

**SECTION 3.0: Amendment to Chapter 82, Section 82-572.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution, or Village Code section to the contrary, by amending Chapter 82, Section 82-572, as follows.

- (a) Authority of police department. The towing of vehicles by the village, or by its approved towing service operators on behalf of the village, shall be authorized only by the police department and only under the circumstances provided in this section. Towed vehicles shall be impounded at facilities designated by the police department until lawfully claimed or disposed of pursuant to the Illinois Vehicle Code (Ill. Rev. Stat. ch. 95½, § 1-100 et seq.). Approved towing service operators shall mean one or more towing service providers retained by the village president, with the advice and consent of the village board of trustees, to provide towing and/or impounding services for the village.

**SECTION 3.1: Revocation of Authority; Other Actions Authorized.**

The Corporate Authorities hereby revoke the authorization, approval, designation or other manner of retention of any and all third party towing service providers providing the Service to the Village as of the effective date hereof regardless of the manner of retention of said providers. 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 and in full force immediately upon passage and approval.

PASSED this 2<sup>nd</sup> day of September 2014.

\_\_\_\_\_  
Carmen S. Recupito, Jr., Village Clerk

APPROVED this 2<sup>nd</sup> day of September 2014.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Village President

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

# VILLAGE OF STEGER

35 W. 34th STREET • STEGER, ILLINOIS 60475

(708) 754-3395 • Fax: (708) 754-1913

[www.VillageOfSteger.com](http://www.VillageOfSteger.com)

## Board of Trustees

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Mark Kozy • Andrew L. Banicki • Ernie Lopez, Jr.  
Tim Perchinski • Lenny Skrezyna • Michael Sarek

**KENNETH A. PETERSON, JR.**

*Village President*

KPeterson@VillageOfSteger.org

**Carmen S. Recupito, Jr.**

*Village Clerk*

CRecupito@VillageOfSteger.org

**Michael Tilton**

*Village Administrator*

MTilton@VillageOfSteger.org

August 27, 2014

Mayor Peterson  
Trustees

Attached is the progress attained to get into compliance with the IDNR. Mr. Vann is looking for a verbal commitment to move forward with the IDNR. As long as the village commits to complete project within three years and IDNR is satisfied, the village can apply for OSLAD grants to help defer costs.

This has been a long tedious issue nearing resolve. Unfortunately, this is the only way for the village to move forward with the village's park land issue. I would respectfully request approval to continue the process.

Thank you advance for your time.



Michael J. Tilton  
Village Administrator

Cc: File

*"Where Progress is a Fact, Not A Promise"*

## Mike Tilton

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**From:** John Vann <john@landtechdesign.net>  
**Sent:** Thursday, August 21, 2014 9:59 AM  
**To:** Mike Tilton  
**Subject:** IDNR  
**Attachments:** Steger cost estimate.pdf; steger conversion 8-10-14-rev site plan.pdf

Hey Mike:

So here is the latest. It looks like we are really close. The Feds are still reviewing, they are worried about the site being wet. Part of it is as the old railroad kind of dammed up the drainage.

I adjusted the site plan to show a shelter only, the nature trail, and an area that would be planted for wetland enhancement. Most importantly, the site needs a tremendous amount of tree and brush grubbing.

**The Village needs to approve of the plan I have sketched, as well as be willing to make a commitment to begin construction within 3 years of final approval. If you agree to this, IDNR will continue proceedings. It will go to the Feds, we will get the appraisal, and we will have to have a public meeting.**

Personally, if that house is available, I would try to buy it and include it in this project. It is a nice flat site , easy for development of a shelter (and maybe a playground)and then we could follow up with the rest of the trails later.

Please call me to discuss.

815-351-5389.

John M. Vann



**VILLAGE OF STEGER  
 COST OPINION - IDNR CONVERSION  
 LandTech Design, Ltd.**

Description	Unit	Qty.	Unit Price	Total Price
<b>02200 SITE EXCAVATION / DEMOLITION</b>				
1. Required excavation for shelter and play area	LS	1	\$ 7,500.00	\$ 7,500.00
2. Tree Removal and grubbing	LS	1	\$ 20,000.00	\$ 20,000.00
<b>02500 PAVING AND SURFACES</b>				
1. Gravel pathway - interior trail	LF	2000	\$ 16.00	\$ 32,000.00
<b>02800 IMPROVEMENTS</b>				
1. Shelter	LS	1	\$ 25,000.00	\$ 25,000.00
<b>02930 TURF</b>				
1. Seed and blanket restoration for disturbed areas	LS	1	\$ 2,500.00	\$ 2,500.00
<b>CONTINGENCY</b>				
			\$	5,000.00
<b>TOTAL</b>			<b>\$</b>	<b>92,000</b>
<b>PLAYGROUND</b>				
			\$	75,000



PROPERTY OWNED BY VILLAGE OF CRETE. PROPOSED FOR REPLACEMENT PROPERTY. THE SITE WAS DEEDED TO CRETE BY DEVELOPER OF STEGER SUBDIVISION.

SITE HAS NEVER BEEN DEVELOPED FOR ANY PURPOSE, NOR PLANNED FOR ANY USE.

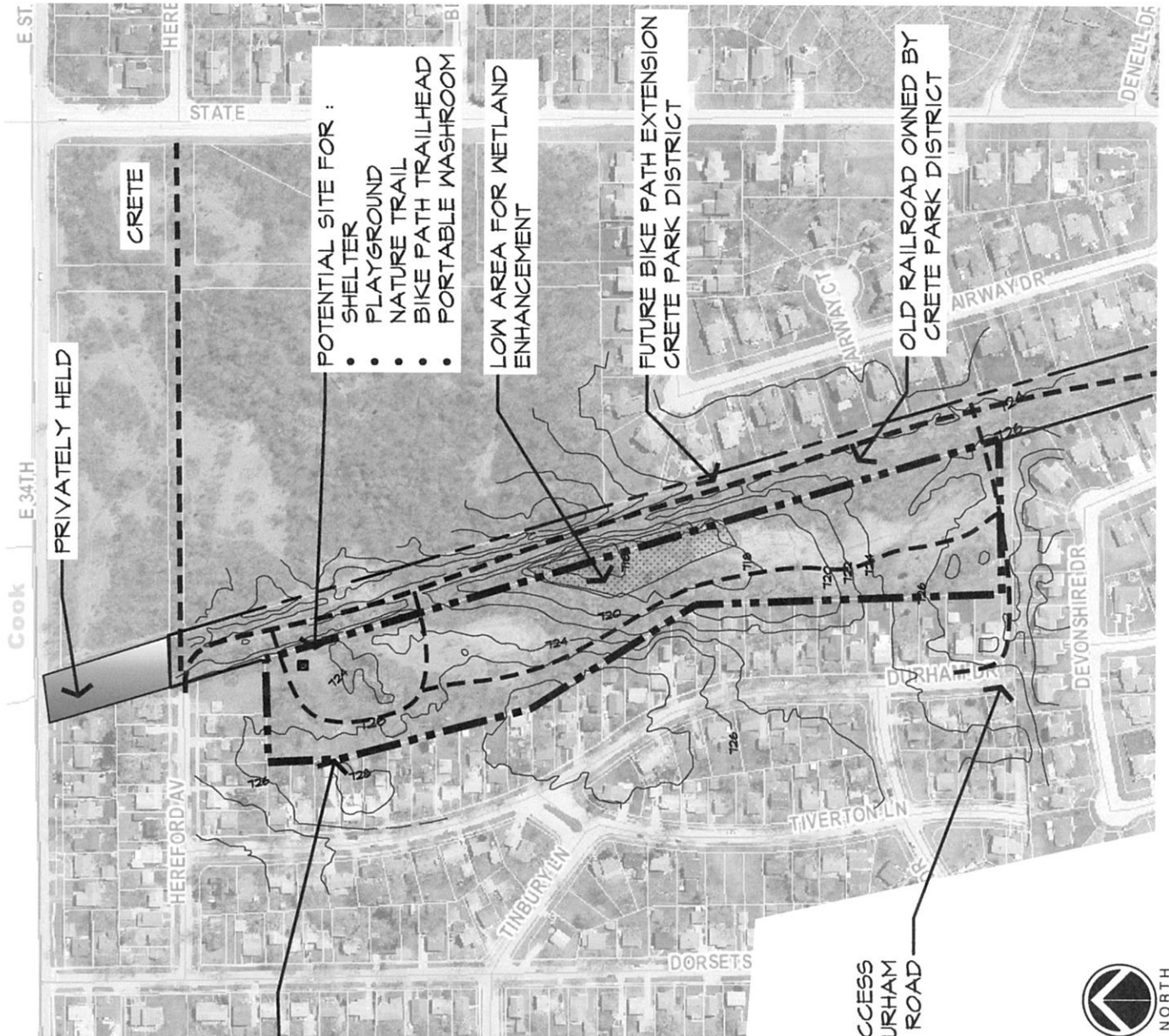
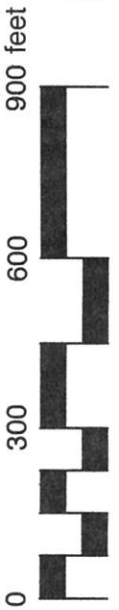
PIN 23-15-04-210-037-0000

STEGER

5 AC. CONVERSION SITE  
- SENIOR TOWNHOMES

RIGHT OF WAY ACCESS  
AT END OF DURHAM  
ROAD

### VILLAGE OF STEGER OSLAD Replacement Property Concept Land Plan 8-10-14





DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

MEMORANDUM

TO: MICHAEL TILTON, VILLAGE ADMINISTRATOR
FROM: AMBER MUNDAY, ESQ.
DATE: AUGUST 22, 2014

SUBJECT: SPRINT PROPOSED LEASE FOR HOPKINS AVENUE CELL TOWER

As you are aware, negotiations with Sprint are ongoing for Sprint’s proposed lease of the Village of Steger’s cell tower at 3601 Hopkins Avenue. The following issues remain open for the Village’s acceptance, rejection or counter proposal:

1) Base Rent. Sprint proposed paying the Village a monthly rental fee of \$750.00 per month to rent a parcel that is approximately 12’ by 20’, which is approximately \$3.12 per square foot. We proposed the concept of an inflation-based, annual rent adjustment and Sprint is reviewing the same.

- US Cellular’s ground lease is for a 25’ by 50’ parcel. It’s my understanding that the current, inflation-adjusted rental fee under the US Cellular ground lease is \$2407.33 per month, which is approximately \$1.93 per square foot.

2) Rent Free Due Diligence. Sprint rejected our proposal for rental payments to begin immediately (rather than at the end of the due diligence period). Under the current draft, unless Sprint starts construction, it has the right to a rent-fee, 18 month due diligence period.

- US Cellular also enjoyed a rent-free due diligence period in its ground lease, but paid the Village a fee of \$1200 for a 6 month option period, with the right to extend to a 12 month option period upon payment of an additional \$1200.

3) Termination Right. Sprint rejected providing the Village with the right to terminate the lease prior to expiration. The current draft provides Sprint a five year term (after the expiration of the due diligence period) with the right to unilaterally extend for up to 5 additional, 5 year terms. Sprint may terminate with or without cause upon 60 days’ notice. The Village could only terminate the lease if Sprint defaulted.

- The Village has no termination right under the US Cellular ground lease, which may reflect the investment required by the tenant to install equipment at the site.
The US Cellular ground lease provides that if US Cellular terminates before the end of the then-current term, US Cellular will pay the Village three months’ rent as liquidated damages.

4) Sublease; Assignment. Under the current draft, Sprint would retain the unilateral right to sublease or assign the lease to a related entity, a parent or successor entity and to any entity authorized to sell products or services under the Sprint or Nextel brand names (the “Permitted

Assignees”). Any other assignment or sublease would require the Village’s consent, which cannot be unreasonably withheld, delayed or conditioned.

- *US Cellular as the right to assign its ground lease to any other entity without the Village’s consent, but has no right to sublease the same to any entity.*

5) Representations & Warranties. Under the current draft, the Village would be required to provide that, to the best of the Village’s knowledge, the site substantially complies with all applicable building codes, regulations and laws and has utilities that are adequate for Sprint’s intended use. Sprint is still reviewing the representations regarding the environmental condition of the site, but I have advised that the Village will not make any representations regarding the same.

- *The Village represented to US Cellular that the Village never generated, stored, handled or disposed of any hazardous waste or hazardous substance on the site and that it has no knowledge of such uses or such substances historically having been introduced at the site.*

Please let me know how you would like to proceed.

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# Community Day of Prayer

Praying Our Communities & the World



August 20, 2014

Dear Village Board,

Once again, we would like to ask permission to host the Community day of Prayer. We would like to have it on Saturday, June 6th 2015. This event will involve the Steger churches, groups, organizations and residents. Once again, we would like to have the entire event to be held at the Steger Gazebo.

We would like to reserve the gazebo as follows:

Friday June 5th- Set up of 20x30 tent.

Saturday June 6th -

6:00AM set up of sound equipment /chairs

10:00AM-11:15AM Prayer

11:15 AM-12:30 Free music and food

12:30 -2:00 Clean up

We will need electricity for the sound system, and are also requesting six picnic tables and four extra trash bins.

Thank you for allowing us to host the 8th Annual Community Day of Prayer on June 7, 2014. It was a great time for the community to unite together in fellowship and prayer.

Please feel free to contact Rev. Jason Cox with any questions or concerns at 708-758-7536.

Sincerely,

Steger Day of Prayer Committee

First Apostolic Church - Rev. Jason Cox Janet Streck 708-758-7536

Grace Church, House of Triumph Church, Living Well, Pentecostal Church of God, The Apostolic Church,

BUSINESS LICENSE APPLICATION

BUSINESS NAME: QUOTE TECH CORP ADDRESS: 27 E 34th Street

APPLICANT'S NAME: DERRICK BRODWIN ADDRESS: 615 Brookline

CITY: Chicago Hts STATE: IL ZIP CODE: 60411

BUSINESS PHONE: 708-252-2125 HOME PHONE: 708-747-6185

TYPE OF BUSINESS: (Please explain your proposed operations, types of products and services include hours of operations and whether your business is wholesale or retail)

Video Game Store. Buy, Sell, and Trade Video games and small electronics. We will have an area where customers can try new or used video games. Hours are 9am - 9pm Monday - Thurs and Weekends a little later. Also Game Tournaments

STATE TAX NO.: Applied For THE VILLAGE OF STEGER MUST BE NAMED ON YOUR STATE TAX FORM AS RECEIPT OF SALES TAX

IMMABLE MATERIALS?: NO INSIDE: yes OUTSIDE: NO

PARKING SPACES: CUSTOMER: 100 HANDICAP: 4 EMPLOYEE: 3

Return completed application, along with \$50.00 fee to the Village Clerk's Office. The completed application will be presented to the Village Board for approval pending inspections. Once your business is set up, you must contact the Village Hall and set up for three (3) inspections (Fire, Building and Health). Once the inspections have been approved, your final business license invoice must be paid. Your final official business license will be hand delivered to your business.

Applicant's Signature: [Signature] Date: 8-25-14

OR OFFICE USE ONLY

OWNING OF PROPERTY: \_\_\_\_\_

INSPECTIONS:	BUILDING	DATE: _____	APPROVED BY: _____
	FIRE	DATE: _____	APPROVED BY: _____
	HEALTH	DATE: _____	APPROVED BY: _____

BOARD APPROVAL: DATE: \_\_\_\_\_ 45 DAY TEMPORARY LICENSE EXPIRES: \_\_\_\_\_

INSPECTION FEES: AMOUNT PAID: 50.00 DATE PAID: 8/25/14 RECEIPT #: 62853

APPLICATION FOR NON-COMMERCIAL SOLICITATION  
Not for Profit Organization

Name of Organization: Girl Scouts of Greater Chicago and Northwest Indiana  
Corporate Address: 20 S. Clark, Suite 200, Chicago, IL 60603

Main Contact: Jennifer Fredericks, Vice President, Product Program  
P: 855-456-8347ext1965 F: 219-795-1224  
E: jfredericks@girlscoutsgcnwi.org

Note: The person in charge named above is requesting permission and is responsible for the entire jurisdiction of the council. You should not receive requests from local constituents.

Person to contact for additional information:

**Linda Miller**  
P: 855-456-8347ext.1948 F: 219-795-1224  
E: lmiller@girlscoutsgcnwi.org

Non-Commercial Solicitation Purpose: Annual Girl Scout Fall Product and Cookie Programs

Program Dates:

**Fall Product Program:**

Order Card Sales: October 1-30, 2014  
Delivery: November 20-23, 2014

**Cookie Program:**

**Order Card Sales:** January 1-25, 2015 (Girl Scout Communities decide on collection of payment at time of order or time of delivery.)

**Delivery of Order Card Sales:** Starting February 18, 2015

Arrangements and permission for cookie booths are made directly with local merchants and troop leaders and take place between February 3, 2015 and May 1, 2015. Product is sold and paid for at the sale site.

Hours of solicitation: As described by ordinance code

Description of Vehicles used in solicitation: None as of this request

Last date of previous requests: October 2013-March 2014

Has anyone listed on this application ever been convicted of a commission of a felony under the laws of the State of Illinois or any other state or Federal law of the United States? If yes, when. No