# VILLAGE OF STEGER BOARD OF TRUSTEES REGULAR MEETING AGENDA

### **NOVEMBER 16, 2015**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AWARDS, HONORS, AND SPECIAL RECOGNITIONS

CMAP Presentation to the Board

- E. MINUTES OF PREVIOUS MEETING
- F. AUDIENCE PARTICIPATION
- G. REPORTS
  - 1. Administrator
  - 2. Department Heads
    - a. Public Infrastructure/Code Enforcement Director
    - b. Fire Chief
    - c. Deputy Police Chief
    - d. EMA Chief
    - e. Community Center Director
    - f. HR Director
    - g. Housing Director
  - 3. Attorney
  - 4. Treasurer
  - 5. Trustee/Liaison
  - 6. Clerk

Effective immediately, all Village Board Meetings will be held at the Louis Sherman Community Center, 3501 Hopkins.

The Village Hall will be closed Thursday and Friday November 26 & 27 in observance of the Thanksgiving holiday.

3320 Lewis Avenue Steger, Illinois 60475

#### MONDAY, NOVEMBER 16, 2015 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- 7. Mayor's Report Mayoral Appointments
  - Citizens Committee
- H. PAYING OF THE BILLS
- I. CORRESPONDENCE:

A letter from Village Administrator Mike Tilton

- J. OLD BUSINESS:
- K. NEW BUSINESS:

**RESOLUTION NO. 1085** 

A RESOLUTION CONCERNING A PUBLIC MEETING TO BE CONDUCTED AS REQUIRED BY THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

AMENDMENT TO ORDINANCE NO. 1082-EXHIBIT D Intergovernmental Agreement

Intergovernmental Agreement by and between the Village of Steger and the Metropolitan Water Reclamation District for the Distribution of Rain Barrels

Discussion on cancelling December 21st Board meeting

Request for and Approval of Risk Management Insurance Renewal

Temporary business license application of Ma's Wholesale at 33 Steger Road, pending inspections.

L. ADJOURN TO CLOSED SESSION – Personnel

5 ILCS 120/2 (c) (1) Appointment, employment, compensation, discipline, performance or dismissal of specific employees, pursuant to Section 2(c)(1) of the Open Meetings Act

- M. RECONVENE FOR ACTION ON ITEMS DISCUSSED IN CLOSED SESSION (If Necessary)
- N. 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 2<sup>nd</sup> day of November, 2015 in the Municipal Building of the Village of Steger with the Village Clerk Carmen S. Recupito, Jr. attending and Mayor Peterson presiding.

The Village Clerk called the roll and the following Trustees were present; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Also present were Fire Chief Nowell Fillion, Director of Public Infrastructure Dave Toepper, EMA Chief Tom Johnston, Community Center Director Diane Rossi, Deputy Police Chief Pat Rossi, Human Resources Director Mary Jo Seehausen, Housing and Community Development Director Alice Peterson and Village Administrator Mike Tilton.

#### AWARDS, HONORS, SPECIAL RECOGNITIONS AND PRESENTATIONS

SPIRIT Committee Representative Alice Peterson presented awards for the Halloween Home Decorating Contest.

1st Place

The Mobley's

2<sup>nd</sup> Place

Cindy Torres

3rd Place

Noah & Martin Matta

Mrs. Peterson announced that a Christmas Home Decorating contest will be held. Mayor Peterson explained that many residents participated in the contest and he encourages more to participate for Christmas decorating. He also thanked the SPIRIT Committee for their work on the Halloween Decorating contest.

#### **MINUTES**

Trustee Lopez made a motion to approve the minutes of the previous Board Meeting, as all members have copies. Trustee Sarek seconded the motion. Voice vote was called; all ayes. Motion carried.

#### AUDIENCE PARTICIPATION

Carol Lindeman of Barbara Lane discussed mowing at the Retention Pond behind the park on Barbara Lane. Public Infrastructure Director will take care of mowing the retention pond.

#### **REPORTS**

**Village Administrator Mike Tilton** reported that the Lincoln/394 Enterprise Zone from Chicago Heights to Beecher has been denied. Mr. Tilton reported that it appears Steger will have to join the Sauk Village/Ford Heights Enterprise Zone that is good until 2021.

All Trustees have received the Planning Priorities Study. CMAP Representatives will attend the November 16<sup>th</sup> Board Meeting to make a presentation to the Board.

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Mr. Tilton discussed road work completed on Union Avenue by IDOT. The project was a South Chicago Heights project from 34<sup>th</sup> to 26<sup>th</sup> Street on East End Avenue. IDOT also came into Steger and added right turn lanes from 31<sup>st</sup> to 30<sup>th</sup> Street. Public Infrastructure Director Dave Toepper will attend a Transportation meeting in South Chicago Heights with IDOT to determine the purpose of the lane markings.

Mahmood has pulled concrete permits to start work at the Shell gas station.

The Village newsletter will be out November 20th.

Director of Public Infrastructure Dave Toepper, referred to his weekly reports.

**Fire Chief Nowell Fillion** reported the Fire Department is at 1,140 emergency calls for service so far in 2015.

Chief Fillion reported Fire Inspector Rich Atwood is working Enbridge (the company working on pipeline going through the area) on applying for grants. Grants are available through Enbridge for CO and gas monitors.

Chief Fillion also reported that the State Fire Marshall's Office is now offering loan/grants for ambulances. The loans are revolving loans. The Fire Department will need to replace an ambulance in the next few years the loan/grant program could help.

The 2<sup>nd</sup> annual Pancake Breakfast with Santa will be held Sunday, November 29<sup>th</sup>. There will be a food drive, a ham raffle and cookie decorating for the children. The Diamond T Firetruck will be dedicated at the event, to former Fire Chief Elmer Joyce.

Deputy Police Chief Pat Rossi, referred to his weekly reports.

Deputy Chief Rossi reported that Steger is now part of the Major Crimes Task Force. The very first day the Steger detective was approved by the Task Force he was called out to a murder investigation in Riverdale.

**EMA Chief Tom Johnston** reported that in October EMA had 15 patrols, 4 emergency callouts, 2 functions and 364 man hours.

EMA will host a severe weather spotter's class on March 17, 2016 from 7-9pm at Columbia Central. Steger EMA has partnered with Will County EMA and the National Weather Service for the program. The class will be open to the public and a registration link will be provided on the Village's website when available.

**Community Center Director Diane Rossi** stated that the annual Halloween Party went very well and about 180 people participated. Work on the Seniors Holiday Party has begun. The tentative date for the event is Friday December 18<sup>th</sup>. This year's event will be a brunch.

Mrs. Rossi contacted each of the painting companies who submitted bids and their references. All references checked out. It seems that all bidders were well qualified.

HR Director Mary Jo Seehausen had no report.

Housing and Community Development Director Alice Peterson had no report.

Village Attorney Kurt Asprooth was absent.

#### **TRUSTEES' REPORTS**

Trustee Buxton Treasurer's Report is attached to the official minutes.

Trustee Skrezyna had no report.

Trustee Lopez had no report.

Trustee Sarek had no report.

Trustee Perchinski had no report, but wished Diane Rossi a Happy Birthday.

Trustee Joyce had no report

**CLERK'S REPORT** had no report.

<u>PRESIDENT PETERSON</u> extended condolences to the Buster family in the loss of their son. Mayor Peterson asked that the audience keep the family in their thoughts and prayers.

Mayor Peterson also stated that the Saturday after Thanksgiving will be the annual food drive. The Fire Department will escort Santa throughout town and collect nonperishable food items to be included in the annual Christmas baskets program. Toys will also be collected on Santa's trip through town. After the 28<sup>th</sup>, donations will be collected around town including the Village Hall

Mayor Peterson will be postponing appointments to his "Citizens Committee" until the November 20<sup>th</sup> Board Meeting. The Citizens Committee will be used as part of the downtown development. Mayor Peterson reported that the financing meeting last week went well and the Citizens Committee goes hand in hand with that.

#### **BILLS**

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

#### CORRESPONDENCE

An email from Monika Valente regarding the Annual St. Liborius Trunk or Treat.

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#### **OLD BUSINESS:**

After discussion, Trustee Perchinski made a motion to accept the low bid by Professional Painting Services for \$3,800 to paint the Community Center interior. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Lopez, Sarek, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried

#### **NEW BUSINESS:**

Trustee Perchinski made a motion to adopt Resolution No. 1083 HONORING
JEFFREY ROESNER ON HIS RETIREMENT FROM THE STEGER FIRE
DEPARTMENT. Trustee Sarek seconded the motion. Roll was called. The following
Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor
Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to adopt Resolution No. 1084 AUTHORIZING THE REDEVELOPMENT OF CERTAIN PROPERTY IN THE VILLAGE OF STEGER AND THE INDUCEMENT OF CERTAIN REDEVELOPMENT EXPENDITURES FOR THE VILLAGE OF STEGER. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to ratify the request of Steger Cheerleaders' Tag Days October 31st and November 1st from 9am to 1pm at 34th Street & Chicago Road. Trustee Sarek seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Lopez made a motion to table the Temporary Business License Application of P & M Auto and Truck at 46 30th Place, pending inspections. 46 30th Place needs a zoning variance to B-2 to allow for automotive repair shop. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Perchinski made a motion to approve the Temporary Business License Application of Why So Cirrus Vape, Inc. at 34 E. 34th Street, pending inspections. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Sarek, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

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

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Kenneth A.	Peterson,	Jr.,	Village	Presiden <sup>a</sup>
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SYS DATE: 11/12/15

DATE: 11/12/15

Village of Steger

A/PWARRANT LIST

REGISTER # 639

Thursday November 12, 2015

PAGE

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Village of Steger A / P W A R R A N T L I S T REGISTER # 639 Thursday November 12, 2015

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TOTAL FOR			14963.70	
EASTCOM	DECEMBER 2015	02-00-31800	RADIO MAINT. FEE	80.45
MONARCH AUTO		02-00-31805	VEHICLE MAINT	25.98
MONARCH AUTO		02-00-31805		
MONARCH AUTO	SUPPLY INC		VEHICLE MAINT	41.39
MONARCH AUTO		02-00-31805	VEHICLE MAINT	28.52
O'REILLY AUTO	6981-323047 D PARTS	02-00-31805	VEHICLE MAINT	483.18
NICOR GAS	3414-361009	02-00-31805	VEHICLE MAINT	6.48
	1000 9 110615	02-00-33200	MONTHLY SERVICE	37.46
NICOR GAS	30319 6 11615	02-00-33200	MONTHLY SERVICE	51.34
HERITAGE F/S	67308	02-00-33300	GASOLINE	755.48
HERITAGE F/S	, INC. 67404	02-00-33300	GASOLINE	482.31
ACE HARDWARE	IN STEGER 103115	02-00-33501	SHOP SUPPLIES	58.86
MENARDS - MAT		02-00-33501	shop supplies	182.29
MENARDS - MAT	TTESON			
COMCAST BUSIN		02-00-33501	SHOP SUPPLIES	105.39
HENRY SCHEIN	39059858	02-00-33700	MONTHLY SERVICE	515.00
ILLINOIS STAT	24927862	02-00-33702	AMBULANCE SUPPLIE	79.20
MW LEASING CO	OCTOBER 2015	02-00-33900	SCREENING	59.50
	L106812	02-00-33900	COPIER LEASE	251.79
	BURSEMENT SERVICES 3986	02-00-34251	OCOTBER 2015	126.50
EASTCOM	DECEMBER 2015	02-00-34252	DEC.2015 DISPATCH	3285.00
ATWOOD, RICH	110215	02-00-34300	FIRE INSPECTIONS	48.00
ATWOOD, RICH	110915	02-00-34300	FIRE INSPECTIONS	16.00
ATWOOD, RICH				
ATWOOD, RICH	110215	02-00-34500	ADMINISTRATIVE	224.00
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	16347	02-00-38901	ANNUAL MEMBERSHIP	48.00
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Village of Steger A / P W A R R A N T L I S T REGISTER # 639 Thursday November 12, 2015

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	K-MART #7289	111015 035 5079	03-30-32900	MAINT MISC	27.97
	UNIFIRST COR		03-30-32900		25.30
	COMED			MAT CLEANING SVC	
	ACE HARDWARE		03-30-33100	MONTHLY SERVICE	42.73
	PETTY CASH	103115	03-30-33500	OFFICE SUPPLIES	28.78
	WALTON OFFICE	2131315 E SUPPLY	03-30-33500	COFFEE STIRRERS	17.94
	WALTON OFFICE	292042-0 = SUPPLY	03-30-33500	OFFICE SUPPLIES	37.18
		292077-0 Γ CLEANING SERVICE	03-30-33500	OFFICE SUPPLIES	17.11
	PEDERSOLI, JO	12470	03-30-33502	OCT. 2015 CLEANIN	985.72
	a	OCTOBER 2015	03-30-33504.01	AEROBICS/PILATES/	220.00
	COMCAST BUSIN	39059858	03-30-33700	MONTHLY SERVICE	199.17
	SMITHEREEN CO	1236395	03-30-33703	MONTHLY SERVICE	57.00
	PROTECTION ON	NE ALARM MONITORIN 102615	IG, INC. 03-30-33704	MONTHLY SERVICE	41.50
	FITNESS EXPRE	ESS 1177317	03-30-37301	HOME GYM	3170.00
	MENARDS - MAT	TTESON 998189	03-30-38950	HOLIDAY DECORATIO	252.71
	TOTAL FOR	FUND 03	DEPT. 30		5123.11
	COMED				
		29006 1115	03-31-33100	MONTHLY SERVICE	1081.03
	COMED	66000 1115	03-31-33100	MONTHLY SERVICE	139.02
	TOTAL FOR	ELIND 03	DEPT. 31		1220.05
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	TOTAL FOR	FUND 03		6343.16	
	CALIF TRATE CA	D MAGU			
	SAUK TRAIL CA	103115	04-00-31805	CAR WASHES	87.95
	SCOTT'S-U-SAV	378913	04-00-31805	VEHICLE MAINT 13-	25.00
	SCOTT'S-U-SAV	/E 379319	04-00-31805	VEHICLE MAINT	130.41
	ACE HARDWARE	IN STEGER 103115	04-00-31900	OFFICE EQUIPMENT	13.99
	HERITAGE F/S,	INC. 67309	04-00-33300	GASOLINE	3061.10

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LIST

Village of Steger A / P W A R R A N T L I S REGISTER # 639 Thursday November 12, 2015 DATE: 11/12/15 PAGE

PAYABLE TO INV NO	G/L NUMBER	DATE CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE F/S, INC.			
67524 ANDREWS PRINTING	04-00-33300	GASOLINE	2635.50
54745 ABSOLUTE BEST CLEANING SERVIC	04-00-33400 CES, INC.	PRINTING ENVELOPF	158.00
12470 COMCAST	Ó4-00-33502	OCT. 2015 CLEANIN	657.14
110315	04-00-33700	MONTHLY PHONE/FAX	74.06
COMCAST BUSINESS 39059858	04-00-33700	MONTHLY SERVICE	432.99
COMCAST 110315	04-00-33701	CABLE INTERNET MO	129.90
MOTOROLA SOLUTIONS-STARCOM131 206999262015	.08 COLLECTI 04-00-33702	STARCOM RADIO MAI	1386.00
ACE HARDWARE IN STEGER 103115	04-00-33900	MISC SUPPLIES	8.09
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ZEE MEDICAL, INC.			
0100388911 MW LEASING COMPANY LLC	04-00-33900	MEDICAL SUPPLY KI	
L106689 EASTCOM	04-00-33901	COPIER LEASE	514.90
DECEMBER 2015 RAY O'HERRON CO INC	04-00-34252	DEC.2015 DISPATCH	18616.00
1560561-IN RAY O'HERRON CO INC	04-00-37302	ELZA UNIFORMS	423.91
1561511-IN	04-00-37302	HOLSTER, BATTERY	178.58
THE EAGLE UNIFORM COMPANY INC 240981	,04-00-37302	BALSITIS UNIFORMS	115.50
THE EAGLE UNIFORM COMPANY INC 241292	04-00-37302	SGT LACKEY UNIFOR	307.06
PUBLIC SAFETY DIRECT INC. 28155	04-00-37700	UPFITTING NEW SQU	2074.39
PROSHRED SECURITY 100062423	04-00-38917	SHRED SERVICE	45.00
PROSHRED SECURITY 100064650	04-00-38917	SHRED SERVICE	45.00
100004030	04-00-30317	SINCE SERVICE	13.00
TOTAL FOR FUND 04	DEPT. 00		31199.60
TOTAL FOR FUND 04		31199.60	
THORN CREEK BASIN SANITARY DI OCTOBER 2015	STRICT 06-00-15800	MONTHLY USER CHAR	33718.95
MERTS HVAC			4129.00
081360 GALLAGHER MATERIALS CORP	06-00-31100	NEW FURNACE	
637497MB GALLAGHER MATERIALS CORP	06-00-31204	PATCHING	254.22
637593MB MILLERS READY MIX	06-00-31204	PATCHING	685.14
074678 CORRPRO COMPANIES, INC.	06-00-31204	PATCHING MIX	470.00
63098	06-00-31503	TANK MAINT	2520.00

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MONARCH AUTO SUPPLY INC 6981-323135

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	M.E. SIMPSON CO., INC. 27672	06-0	0-31504	MAINT TO MAIN	2862.00	
	C & M PIPE SUPPLY CO.,	INC			250.00	
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	CO17139 MONARCH AUTO SUPPLY IN		0-31506	COMPRESSION COUPL	109.50	
	6981-3226 O'REILLY AUTO PARTS		0-31805	VEHICLE MAINT	32.96	
	3414-3639	33 06-0	0-31805	VEHICLE MAINT	25.99	
	SAUK TRAIL CAR WASH 103115	06-0	0-31805	CAR WASHES	29.90	
	TERRY'S FORD FOCS213539	9 06-0	0-31805	VEHICLE MAINT	36.81	
	NICOR GAS 110615	06-0	0-33200	MONTHLY SERVICE	31.94	
	HERITAGE F/S, INC. 67403		0-33300	DIESEL FUEL	222.46	
	HERITAGE F/S, INC.				753.60	
	67404 HERITAGE F/S, INC.		0-33300	GASOLINE		
	67525 ACE HARDWARE IN STEGER		0-33300	DIESEL FUEL	332.99	
	103115 ALPINE VALLEY WATER, I		0-33501	SHOP SUPPLIES	247.79	
	77679+ CYLINDER MAINTENANCE A	06-0	0-33501	DRINKING WTR	20.25	
	4491		0-33501	ACETYLENE	15.00	
	FASTENAL COMPANY ILSTE1280	36 06-0	0-33501	SHOP SUPPLIES	2.71	
	FASTENAL COMPANY ILSTE1281	87 06-0	0-33501	MARKING PAINT	5.15	
	COMCAST BUSINESS 39059858		0-33700	MONTHLY SERVICE	166.03	
	UNIFIRST CORPORATION 062 014779		0-33800	WEEKLY SERVICE	16.18	
	UNIFIRST CORPORATION				54.02	
	062 014789 UNIFIRST CORPORATION		0-33800	WEEKLY SERVICE		
	062 01488 UNIFIRST CORPORATION		0-33800	WEEKLY SERVICE	13.50	
	062 01489	49 06-0	0-33800	WEEKLY UNIFORMS	61.96	
	TOTAL FOR FUND OF	D	EPT. 00		47068.05	
	TOTAL FOR FUND 06	D	EPI. UU		47000.03	
	TOTAL FOR FUND 06			47068.05		
	SEXTON PROPERTIES R.P. 10292015-	LLC 36 07-0	0-31204	ASPHALT	717.40	
		LLC	0-31214	TREE TRIM/REMOVAL	1360.00	
	DESIDERIO LANDSCAPING	LLC	0-31214	TREE TRIM/REMOVAL		
	MONAPOU AUTO SUPPLY TNO		0-21774	TALL TRAM/ REMOVAL	3400.00	

07-00-31805

Village of Steger
A / P W A R R A N T L I S T SYS TIME:15:31 [NW2] SYS DATE:11/12/15

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	HERITAGE F,	67404		07-00-33300		GASOLINE	753.6	50
	HERITAGE F	67525		07-00-33300		DIESEL FUEL	332.9	99
		LEY WATER, INC. 77679+		07-00-33501		DRINKING WTR	20.2	25
	UNIFIRST CO	ORPORATION 062 0147791		07-00-33800		WEEKLY SERVICE	16.1	L7
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	UNIFIRST CO	ORPORATION 062 0148949		07-00-33800		WEEKLY UNIFORMS	61.9	96
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	WILL COUNTY	/ HEALTH DEPARTM IN0110907	ENT	13-51-33930		2016 FOOD SERVICE	47.5	0
	TOTAL FO	OR FUND 13		DEPT. 51			47.5	0
	WILL COUNTY	/ HEALTH DEPARTMI		13-53-33930		2016 FOOD SERVICE	47.5	0
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Village of Steger A / P W A R R A N T L I S T Thursday November 12, 2015

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34230.09

\*\* TOTAL MANUAL CHECKS LISTED

48034.12

\*\* TOTAL OF ALL LISTED CHECKS

442665.23

# VILLAGE OF STEGER

35 W. 34th STREET + STEGER, ILLINOIS 60475 (708) 754-3395 + Fax: (708) 754-1913 www.VillageOfSteger.com

**Board of Trustees** —

Ernie Lopez, Jr. • Tim Perchinski • Lenny Skrezyna Michael Sarek • Ryan Buxton • William J. Joyce 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

November 11, 2015

Mayor Peterson Village Trustees Clerk

I would like to take this opportunity to thank the Village of Steger Fire Department. Chief Fillion and his staff have been nothing short of gracious for the needed changes and requirements within the Fire Department to accommodate the use of the temporary Village Hall.

Anytime something is/was needed to be done, the whole department has been of great benefit to assist the village hall run smoothly, while the department are the members affected. The Team-Player mentality is what makes the Steger Fire Department a great asset to the village.

The Village of Steger has undergone many challenges and with the dedication of the elected officials, department heads and village staff has made the many challenges easier to cope with. Every department has stepped up to the plate and shared the Team Player mentality when needed.

I felt this correspondence should be shared with the Corporate Authorities for the village of Steger.

Thank you in advance for your time.

With great pleasure;

100

Michael Tilton
Village Administrator

Cc: HR Director Seehausen Department Heads

# VILLAGE OF STEGER COOK AND WILL COUNTIES, ILLINOIS

#### **RESOLUTION NO. 1085**

# A RESOLUTION CONCERNING A PUBLIC MEETING TO BE CONDUCTED AS REQUIRED BY THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

ADOPTED BY THE
VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF STEGER
THIS 16<sup>th</sup> DAY OF NOVEMBER, 2015

# VILLAGE OF STEGER COOK COUNTY, ILLINOIS

#### **RESOLUTION NO. 1085**

# A RESOLUTION CONCERNING A PUBLIC MEETING TO BE CONDUCTED AS REQUIRED BY THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

WHEREAS, the Village of Steger, Cook and Will Counties, Illinois (the "Village") is studying the possible designation of certain real property located in the Village (the "Property") as described on Exhibit A attached hereto and incorporated herein by reference as a "redevelopment project area" as that term is defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "Act"); and

WHEREAS, the Village has determined that seventy five (75) or more inhabited residential units are located within the proposed redevelopment project area and that ten (10) or more inhabited residential units will not be dislocated pursuant to implementation of redevelopment activities within the proposed redevelopment project area; and

WHEREAS, the Act requires the Village to conduct a public meeting (the "Meeting") for the purpose of enabling the Village to advise the public, taxing districts having real property in the proposed redevelopment project area, taxpayers who own property in the proposed redevelopment project area and residents in the area as to the Village's possible intent to prepare a redevelopment plan and designate a redevelopment project area and to receive public comment; and

WHEREAS, it is in the best interests of the Village to take the actions set forth below:

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

**SECTION 1:** The statements set forth in the preamble to this Resolution are found to be true and correct and are adopted as part of this Resolution.

**SECTION 2:** Mr. Mike Tilton, the Village Administrator, is hereby designed as the municipal official who shall conduct the Meeting. Mr. Tilton is authorized to set the time and place of the Meeting without the necessity of further resolution or ordinance of the Village. The Meeting shall be held at least 14 business days prior to the mailing of those notices described in Section 11-74.4-6(c) of the Act.

AYES:

SECTION 3: Notice of the Meeting, substantially in the form attached hereto as Exhibit B and incorporated herein by reference (the "Notice"), shall be given by mail not less than 15 days prior to the date of the Meeting. The Notice shall be sent by certified mail to all taxing districts having real property in the proposed redevelopment project area and to all entities that have registered with the Village pursuant to Section 11-74.4-4.2 of the Act. The Notice shall also be sent by regular mail to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located within the proposed redevelopment project area.

**SECTION 4:** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage and approval, as provided by law. If any provision of this Resolution is held to be invalid by a court of competent jurisdiction, then that provision shall be stricken from this Resolution and the remainder of this Resolution shall continue in full force and effect to the extent possible.

NAYS:	-	
ABSENT:		
	PASSED AND APP	ROVED THIS 16 <sup>th</sup> DAY OF NOVEMBER, 2015.
		Kenneth Peterson
		VILLAGE PRESIDENT
Attest:		
Carmen I	Pagunita	<del></del>

#### **EXHIBIT A**

# DESCRIPTION OF BOUNDARIES OF PROPOSED REDEVELOPMENT PROJECT AREA

Boundary Map Attached

#### **EXHIBIT B**

#### NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Village of Steger, Cook and Will Counties, Illinois (the "Village") will hold a public meeting on December 9<sup>th</sup>, 2015 at the Village Community Center, 3501 Hopkins Ave, Steger, Illinois at 6:00 p.m. The Village desires to designate certain property within the Village as a redevelopment project area (RPA) and adopt a redevelopment project and plan for the redevelopment project area. The purpose of the public meeting is to advise the public, taxing districts having real property in the redevelopment project area and residents in the area as to the Village's possible intent to designate the redevelopment project area and to adopt the redevelopment project and plan and to receive public comment.

The proposed redevelopment project area is generally bounded by 31<sup>st</sup> Street on the north, Union Avenue on the east, Richton Road on the south, and the frontage properties to the west of Chicago Road on the north.

The purposes of designating the redevelopment project area are as follows: The proposed adoption of the redevelopment project and plan provide for the Village to implement a series of actions to facilitate commercial, retail, or mixed-use redevelopment within the proposed redevelopment project area. The contemplated Village actions include, but are not limited to, implementation of a plan that provides for: the attraction of investment to redevelop underutilized properties and buildings; the construction of public improvements (including street and sidewalk improvements; utility improvements; signalization, traffic control and lighting; off-street parking; and landscaping and beautification); site preparation, clearance and demolition; rehabilitation; redevelopment of mixed-uses within the RPA, and related professional costs. The Village would realize the goals and objectives of the proposed redevelopment project and plan through public finance techniques including, but not limited to, tax increment allocation financing.

The following is a brief description of tax increment financing:

Tax Increment Financing (TIF) allows municipalities to carry out redevelopment activities on a local basis. The technique is used to pay for the public improvements and other activities necessary to prepare the Redevelopment Project Area for private investment. Through TIF, a community captures the increase in local real estate property taxes which result from redevelopment within the RPA. This increase in taxes may be used to pay for the public costs involved in the project.

Under TIF, the current Equalized Assessed Valuation (EAV) of all taxable real estate within the designated area is identified by the County Clerk as of the date of the Village's adoption of the TIF ordinances. This is the base EAV. Taxes are levied on the base EAV in the RPA and such taxes are distributed to all taxing districts including: the Village, the County, school districts, township, etc. However, the growth in property tax revenues as a result of the private investment which increases the EAV in the RPA, the "tax increment" is then deposited

STATE OF ILLINOIS	)	
	)	SS.
COUNTY OF COOK	)	

#### **CERTIFICATE**

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Steger, Cook County, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's President and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of the Village of Steger Resolution No. 1085, entitled:

# A RESOLUTION CONCERNING A PUBLIC MEETING TO BE CONDUCTED AS REQUIRED BY THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT

This Resolution was passed and approved by the Village's President and Board of Trustees on November 16th, 2015.

Given under my hand and official seal at the Village of Steger, Cook and Will Counties, Illinois, this 16<sup>th</sup> day of November, 2015.

Village Clerk

(SEAL)

#### EXHIBIT D

#### AMENDED INTERGOVERNMENTAL AGREEMENT

#### **BETWEEN**

The Village of Beecher, The City of Chicago Heights, The Village of Crete, The Village of Ford Heights, The Village of Glenwood, The Village of Olympia Fields, The Village of Sauk Village, The Village of South Chicago Heights, The Village of Steger, The County of Cook, and the County of Will

WHEREAS, the aforesaid Villages and City are Municipalities organized and existing under the laws of the State of Illinois (the "Municipalities") and the Counties are body Politics and Corporates of the State of Illinois; and

WHEREAS, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

WHEREAS, The aforesaid Municipalities and Counties have areas, within their respective legal boundaries, that are economically distressed and will benefit from private sector investments under the Enterprise Zone Act; and

WHEREAS, it is determined that it is in the best interest of the citizens of the Municipalities and Counties to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 et seq, authorizes counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, the Municipalities are empowered to contract for the purposes set forth therein; and

WHEREAS, the Ford Heights/Sauk Village Enterprise Zone currently exists by virtue of certification by the State of Illinois, under the Illinois Enterprise Act and is scheduled to expire on December 31, 2021; and

**WHEREAS**, the current existing Ford Heights/Sauk Village Enterprise Zone involves The Village of Ford Heights and The Village of Sauk Village as its designating municipalities; and

WHEREAS, the aforesaid Municipalities and Counties joined in a collective pursuit to amend the current existing Ford Heights/Sauk Village Enterprise Zone in order to alter areas included within the Zone, include the aforesaid Municipalities and Counties as designating units of local government, provide certain incentives and change the name of the existing Enterprise Zone.

These efforts are subject to the respective approvals of the governing bodies of the aforesaid Municipalities and Counties, and

WHEREAS, the term of the amended Enterprise Zone shall coincide with the current existing Enterprise Zone unless amended or otherwise legally changed; and

WHEREAS, the designated Successor Enterprise Zone Area is outlined in the map in EXHIBIT A and its boundaries are set down in the legal description in EXHIBIT B, which exhibits are attached to the Amended Intergovernmental Agreement and incorporated herein by reference; and

WHEREAS, the Zone area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20 ILCS 655/4 (f); as demonstrated in the Enterprise Zone Qualifications Report, EXHIBIT C attached hereto; and

**WHEREAS**, the Counties and the Municipalities declared and affirmed that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Enterprise Zone Act,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE RECITALS HEREIN ABOVE SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE COUNTIES AND THE MUNICIPALITIES, AS FOLLOWS:

#### SECTION 1. INCORPORATION BY REFERENCE

The Preamble to this Agreement and all Exhibits referred to in this Agreement and its Preamble are hereby incorporated herein as if fully set forth in this Section 1.

#### SECTION 2. AMENDING EXISTING ZONE

The Counties and Municipalities passed ordinances amending the Ford Heights/Sauk Village Enterprise Zone, subject to the approval, certification and recording requirement of the Illinois Department of Commerce and Economic Opportunity. The proposed amendments added additional units of local government as designating counties and municipalities, altered the territory or area of the Zone, while retaining this area within the 15 square mile limit required for enterprise zones that include more than 4 jurisdictions per the Illinois Enterprise Zone Act (20 ILCS 655/4), offered specific incentives and changed the name of the existing Enterprise Zone to the Lincoln & 394 Corridor Enterprise Zone.

#### SECTION 3. DESIGNATION

The Municipalities and Counties have adopted such Ordinances as are convenient and necessary to designate and implement the amended Enterprise Zone, pursuant to the Illinois Enterprise Zone Act, to be named and known as the "Lincoln & 394 Corridor Enterprise Zone".

#### SECTION 4. INCENTIVES

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate and expand within Enterprise Zones, subject to terms, conditions, rules and limitations as legally provided.

#### STATE INCENTIVES

- Sales Tax Exemption A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. The Materials must be permanently affixed to the property and must be purchased from a qualified retailer.
- Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption A 6.25 percent state sales tax exemption of purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- Enterprise Zone Utility Tax Exemption A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- Enterprise Zone Investment Tax Credit A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- Contribution Deduction Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

#### LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrator, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by the Counties Municipalities. The following Enterprise Zone incentives are offered:

- a) Abatement of 50% of the municipal portion of property taxes on new improvements on industrial or commercial properties for the first five years following the completion of these improvements. This benefit will not be applicable if the project investor is also the recipient of tax relief for this property under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.
- b) Waiver of 50% of initial building permit or zoning application fees on industrial or commercial projects.
- c) The Enterprise Zone <u>Administrator</u> will provide officials of municipalities that are signatories to the Intergovernmental Agreement with certain written documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs, which municipal officials may make available to the project developer, and other interested individuals. There is no representation that the documents and materials provided by the Enterprise Zone include all incentives and programs available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted [20 ILCS 655/8.2 (c)] as to each project. To the extent that charges by the Zone Administrator do not meet the full operating expenses of the Enterprise Zone, the Municipalities and the Counties, that are signatories to this agreement, will collectively meet these expenses. However, no signatory to this Agreement will be obligated to contribute more than \$5,000 per year toward these Enterprise Zone operating expenses.

**SECTION 5. ZONE MANAGEMENT:** 

Upon approval of the amended Enterprise Zone and certification by the Department of Commerce and Economic Opportunity each of the Counties and Municipalities to this Agreement shall appoint a representative to serve and participate in a zone management organization that is hereby designated and to be known as the Joint Enterprise Zone Governing Council (the "Council"). The Council will by majority vote adopt rules and procedures for the management of the Enterprise Zone, including its financial matters. This Council is the governing body of the Enterprise Zone and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Council for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by two-thirds vote of the Council.
- (b) The Zone Administrator may be removed by two-thirds vote of the Council.
- (c) The Zone Administrator must be an employee or officer of one of the Municipalities or of the Counties.

#### **SECTION 6. ZONE ADMINISTRATOR:**

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including the following duties:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the Counties, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Recommend qualified Designated Zone Organizations to the Council.

(f) Have such other duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the Enterprise Zone.

#### **SECTION 7. DESIGNATED ZONE ORGANIZATIONS:**

The Council, at its discretion, may select Designated Zone Organizations, pursuant to the qualifications enumerated in the Enterprise Zone Act 20 ILCS 655/3(d) and delegate the performance of permissible services or functions to said Designated Zone Organizations. Nothing herein shall be deemed to limit or restrict the right of the Council to delegate operational responsibilities to Designated Zone Organizations or other appropriate entities, permitted by law. Provided that no delegation including performance, services or functions, is effective until the proposed Designated Zone Organization is approved, pursuant to Application duly filed, by the Department of Commerce and Economic Opportunity.

#### SECTION 8. APPLICATION TO EXISTING ENTERPRISE ZONE

The amended Enterprise Zone will be governed, managed and operated in accordance with this Amended Intergovernmental Agreement, provided that the proposed amendments to the existing Enterprise Zone are approved in whole or part by the Illinois Department of Commerce and Economic Opportunity, including certification and recording as required under the Illinois Enterprise Zone Act.

#### **SECTION 9. DURATION AND AMENDMENTS:**

This Agreement shall be in full force and effect during the legal existence of the amended Enterprise Zone unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Municipalities and the Counties, subject to the requirements of law. Except as expressly set forth above, nothing contained within this paragraph shall be construed to bar or limit the rights of either the Counties or the Municipalities to enforce the terms of this Agreements.

#### **SECTION 10. REPRESENTATION BY THE PARTIES:**

The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

#### **SECTION 11. FAILURE TO ENFORCE:**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the shame shall, nevertheless, be and remain in full force and effect.

#### SECTION 12. CAUSES BEYOND CONTROL:

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

#### SECTION 13. NOTICES:

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

#### **SECTION 14. RESERVATION OF RIGHTS:**

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

#### SECTION 15. AGENCY:

Neither party neither is an agent of the other party nor shall neither incur any costs, expenses or obligations on behalf of the other.

#### SECTION 16. COMPLETE AGREEMENT:

This Agreement sets forth the complete understanding between the parties relating to the terms and conditions hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by the duly authorized representative of the parties.

#### **SECTION 17. SEVERABILITY:**

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement, which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are to be severable.

#### SECTION 18. CONSTRUCTION:

This Agreement shall be construed in accordance with the laws of the State of Illinois.

#### **SECTION 19. EFFECTIVE DATE:**

This Agreement shall be in full force and effect as of the date set forth below, subject to the aforesaid limitations.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

Dated this \_\_\_ day of November, 2015

Village of Beecher, Will County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:Village President	Village Clerk
	Date

City of Chicago Heights,	
Cook County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:	
By:	City Clerk
	Date
Village of Crete,	
Will County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By: Village President	
Village President	Village Clerk
	Date
Village of Ford Heights,	
Cook County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:	
President	City Clerk
	Date

Cook County, Illinois, an Illinois Municipal Corporation	ATTEST:
By:	
By: Village President	Village Clerk
	Date
Village of Olympia,	
Cook County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:President	
President	Village Clerk
	D-4-
Village of Sauk Village,	Date
Cook/Will County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:	
By:President	Village Clerk
	Date
Village of South Chicago Heights,	
Cook County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:President	<u></u>
President	Village Clerk
	Date

Village of Steger,	
Cook/Will County, Illinois, an Illinois	
Municipal Corporation	ATTEST:
By:	
By: President	Village Clerk
	Date
County of Cook	
A Body Politic and Corporate Of the State of Illinois	ATTEST:
By:	
President	County Clerk
	Date
County of Will	
A Body Politic and Corporate Of the State of Illinois	ATTEST:
BY	County Clerk

### INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District") and the Village of Steger, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the "Village").

#### WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District's stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspirate stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program ("Rain Barrel Program"), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in <u>United States</u>, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. III. 2014)("Consent Decree"), and the District's formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District's Board of Commissioners adopted a Rain Barrel Program Policy ("Rain Barrel Program") that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Village, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Village is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on \_\_\_\_\_\_, 2015, the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and District hereby agree as follows:

## ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

### ARTICLE 2. SCOPE OF WORK

- 1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Village (hereinafter the "Project"), as more fully set forth in Exhibit 1.
- 2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
- 3. In order for the Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Village agrees to perform the following requirements:
  - a. place all rain barrel orders on behalf of residents using a form provided by the District; and

- b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
- c. within one year of the date of this Agreement, the Municipality shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Village shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

### ARTICLE 3. PERMITS AND FEES

- 1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the Village shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
- 2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program, and in accordance with Article 5 of this Agreement.

## ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village and the homeowner(s).

### ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

#### **ARTICLE 6. DURATION**

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

#### ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

## ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of this Agreement.

#### ARTICLE 9. INDEMNIFICATION

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

# ARTICLE 10. REPRESENTATIONS OF THE VILLAGE

The Village covenants, represents, and warrants as follows:

- 1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
  - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
  - b. that the Village and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).

- 2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
- 3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
- 4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

### ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

- 1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- 2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
- 3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

### **ARTICLE 12. DISCLAIMERS**

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

### **ARTICLE 13. WAIVERS**

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be

deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

### ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

### **ARTICLE 15. DEEMED INCLUSION**

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

### ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

### **ARTICLE 17. AMENDMENTS**

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

### ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

### ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

### ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is handdelivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of The name of this Agreement i.e., delivery as evidenced by the sending fax machine. INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties:

### **ARTICLE 21. REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

### For the District

Director of Maintenance & Operations Metropolitan Water Reclamation District 100 East Erie Street Chicago, Illinois 60611 Phone: (312) 751-7905

FAX: (312) 751-5681

### For the Village

Cindy Pauley, Village Board Secretary Village of Steger 3320 Lewis Avenue Steger, Illinois 60475 Phone: (708) 754-3395

FAX: 708-833-8235

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Steger, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF STEGER

	VIDEAGE OF STECEN
	BY:  Kenneth A. Peterson, Jr., Village President
	DATE:
ATTEST:	
Carmen S. Recupito, Jr., Village Clerk	
DATE:	
Dilli.	

### METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance	Date
Executive Director	Date
ATTEST:	
Clerk	Date
APPROVED AS TO OPERATIONS, AN	ND TECHNICAL MATTERS
Assistant Director of Maintenance & Ope	erations Date
Director of Maintenance & Operations	Date
APPROVED AS TO FORM AND LEGA	ALITY:
Head Assistant Attorney	Date
General Counsel	Date

### EXHIBIT 1

### Metropolitan Water Reclamation District of Greater Chicago

## Rain Barrel Program

### A component of the District's Green Infrastructure Program

### I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

### II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

### A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- Sample letter and rain barrel reservation form The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- Sample brochure that can incorporate your logo Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- Generic press release The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

### B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
  - email addresses of constituents receiving the rain barrel(s)
  - o street addresses where rain barrels were installed
  - o number of rain barrels installed, with a maximum of four rain barrels per home or location
  - a brief report of project successes and/or lessons learned in implementing the project.

### C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- o addresses and locations where rain barrels were installed
- o number of rain barrels installed
- o a brief report of project successes and/or lessons learned in implementing the project.

### III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

### IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

### V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

### VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

- 1. Municipal and Community Group/NGO Ordering Instructions Attachment B
- 2. Resident Application Form Attachment C
- 3. Campus-Type Facility Application Form Attachment D

### Attachment A



### Attachment B



# MWRD Rain Barrel Program Municipal and Community Group/NonGovernmental Organization Ordering Instructions

Municipalities and Community Groups/Non-Governmental Organizations in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/non-governmental organization may contact Roland Derylo at <a href="mailto:derylor@mwrd.org">derylor@mwrd.org</a> to order rain barrels\*; please write MWRD Rain Barrel Program in the subject line.

The following resident information will be required for delivery:

\*A maximum of four rain barrels may be ordered per location. Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrd.org or call (312) 751-6633.

### Attachment C

### Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

### **Resident's information:**

Name:			
(Please print)			
Home address:		······································	<del></del> 1
City, State, Zip:			
Phone number:			
Email address:			
Number of rain barrels requested:			
Rain Barrel Color (indicate #): Terra Cotta	Blue	Black	Gray

### Attachment D

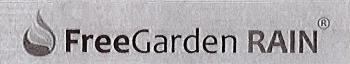
# Free Rain Barrel Program Campus-Type Facility Application Form

The Campus-Type Facility may contact Roland Derylo at <u>derylor@mwrd.org</u> to order rain barrels; please write **MWRD Rain Barrel Program** in the subject line. Please include the information needed for delivery below.

### **Facility and Ordering information:**

Name of Campus-Type Facility: (Please print)
Rain Barrels' Delivery Location Address:
City, State, Zip:
Number of rain barrels requested:
Rain Barrel Color (indicate #):Terra Cotta Blue BlackGray
Campus-Type Facility Representative Contact Information:
Contact Name:
Phone number:
Email address:

### EXHIBIT 2



### **Installation Instructions**

Please read these instructions and warnings thoroughly before beginning installation and retain for future reference.

### INCLUDED

- Rain barrel body (A)
- Rain barrel lid (B)
- Mesh filter (preinstalled in lid) (C)
- 1 overflow hose and 1 hose clamp (D)
- I spout, I rubber gasket, I nut (E)
- 4 screws

### NEEDED

- · Slothead and Phillips (crosshead) screwdrivers
- Wrench
- Tape measure and marker
- · Safety glasses, safety gloves
- Hacksaw
- Hammer or chisel

### Step 1 Locate

Choose a location below a downspout for your rain barrel. The location must have level, firm ground. A 3'x3' paving stone can be used to provide stability. Avoid locations near ground-level basement windows or window wells.

### Step 2 Assemble

Put the rubber gasket on the spout and place it through the hole at the front of the barrel. Thread the nut onto the back of the spout from inside the barrel. Hold the nut in place with a wrench and hand tighten only. It only leeds to be tight enough to prevent water leakage. Use caution as over-tightening can crack the barrel.

### Step 3 Cut Downspout

Place the barrel beside the downspout to measure and mark your required cut. Make sure to allow enough room for the barrel, lid and elbow spout. **Wearing safety glasses and gloves**, cut the downspout using a hacksaw.

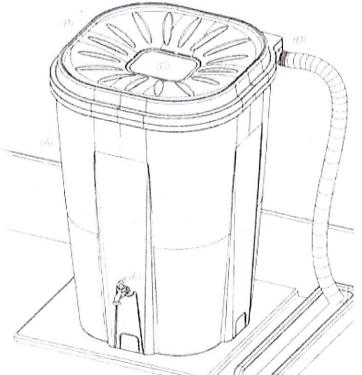
Attach your existing elbow spout (F) to the new downspout end.

### Step 4 Overflow

Choose which side overflow spout you will use. Both spouts are blocked by a plastic disc by default. Remove the disc by inserting a slot screwdriver or chisel into the overflow tube from the outside, and gently tap with a hammer around the edges of the disc until it pops free. Attach the overflow hose using the hose clamp and a slot screwdriver. Direct the other end of the hose to wherever your downspout originally drained, which should be either a splash pad or sewer drain.

### Step 5 Attach Lid & Place

Place the lid on the barrel and affix using the four provided rews (#6 x 1.5") and a crosshead screwdriver. Hand-tighten lily. Over-tightening may crack the plastic. Place assembled bin under downspout and ensure it is level and stable.





### Option Connecting Multiple Barrels

Multiple FreeGarden™ RAIN barrels can be connected to collect additional water from the same downspout. On each additional barrel tap out BOTH plastic discs in the overflow spouts as in Step 4 above, then connect and clamp the end of the first barrel's overflow hose to one of the spouts of the additional barrel. Clamp and connect another overflow hose to the other spout of the additional barrel and direct the open end to wherever your downspout originally drained (usually a splash pad or sewer drain).

### Usage

Congratulations! You can use your collected rainwater for many purposes, such as:

- · Watering lawns
- · Watering gardens
- · Washing cars
- Cleaning outdoor furniture
- · Washing garden tools and containers
- · Watering indoor and outdoor potted plants

Note: NEVER DRINK OR INGEST STANDING WATER. Do not allow ingestion by pets and animals, and do not cook or wash anything in collected rainwater in any way that may result in ingestion. Ingestion may cause serious illness or death. See below for further important warnings.

### Maintenance

### SUMMER

Clean the screen once a month to prevent clogging. Check for erosion under/around rain barrel; platform/support must remain level and stable at all times.

### WINTER

Drain barrel and store in shed or garage. If left outside with freezing water inside, the barrel may crack.



### Drowning Hazard

Never permit children to play on, in, or near a rain barrel. Always affix the lid securely to avoid drowning. Never use a rain barrel without the lid securely affixed, or with a damaged, cracked, warped or broken cover. Never place a rain barrel near a deck, stairs, chair, or other structures or items that may allow a child to climb above, on, or in the

rain barrel.

### Water Contamination Hazard

Do not use collected water for drinking, cooking washing or in any way that may result in ingestion of the water by humans and/or animals. Water in rain barrels may become stagnant and/or contaminated. Ingesting rain barrel water may cause serious illness or death Use only for watering plants and cleaning of outdoor items not related to eating or drinking.

### Tipping Hazard

A misinstalled rain barrel may tip over causing bodily injury or property damage. Never place rain barrels on non-level or uneven surfaces. Always use a solid, stable platform under the rain barrel. Water is very heavy. The preparation and placement of the installation are critical; the platform must be level and provide robust support for a filled rain barrel.

### Electrical Hazard

If the downspout contains heating cables, there is a potential electrocution or fire hazard during installation. Ensure power is disconnected at the electrical panel before manipulating heated downspouts. Consult a qualified electrician for modifications to heated downspouts.

### **Installation Hazards**

Rain barrels are for water collection and outdoor use only. No other uses are recommended. Downspout edges may be sharp. Wear protective gloves when cutting and handling downspouts. Always wear safety glasses when cutting or drilling to prevent eye injuries. Protect siding from damage by Inserting a sheet of plywood between the downspout and siding. Read all instructions and warnings thoroughly before installing this product.

#### Warning and Limitations

Improper installation and maintenance may result in property damage, bodily injury and/or death. Enviro World Corporation is not responsible for any damages or injuries caused by or resulting from improper installation and/or continued maintenance. Retain this sheet for future reference.

### **International Headquarters**

Enviro World Corporation 03 Steeles Ave. W., Unit 6 oronto, ON Canada M9W 0A2 Tel 416-674-0033 Fax 416-679-0368 Toll-free 877-634-9777 solutions@enviroworld.ca

www.enviroworld.ca





### Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

### Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

### Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

### Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

### **Preventing Mosquitoes**

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

### Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

- Wash it thoroughly with soapy water to remove any dust or dirt.
- Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

- 3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
- 4. Paint the barrel with artist's acrylic paint.

  Acrylic paint is durable and won't chip or crack as easily as other paints.
- 5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

#### Metropolitan Water Reclamation District of Greater Chicago

mwrd.org

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

### **BUSINESS LICENSE APPLICATION**

		1 / /-	Ad I Describerance	
BUSINESS NAME:	MAS V	Wholf SGIF AD	DRESS: 33 5 7 69 1	_ Rd
APPLICANT'S NAM	ME: Bigar	of MilA6 ADI	DRESS: 204	LaurieD
CITY: LOCK/	D-+	_ STATE:	ZIP CODE: 604	7/
BUSINESS PHONE	:	HOME P	HONE: 773 983	- 4415
TYPE OF BUSINES	SS: (Please experations and wh	olain your proposed openether your business is	erations, types of products and wholesale or retail)	d services
From Mark Strong at purious strategy and a strong at the s		······································		
		***************************************	Metabolica agripulation of the second of the	
			AGE OF STEGER MUST BE N TAX OUTSIDE: _	
			P: Yl SEMPLOYEE:	
Return completed a application will be probusiness is set up, y and Health). Once the	pplication, alon resented to the rou must contac the inspections	ig with \$50.00 fee to the Village Board for appro ct the Village Hall and s have been approved, y	e Village Clerk's Office. The coval pending inspections. Once the set up for three (3) inspections your final business license inversed to your business.	completed ce your s (Fire, Building oice must be
Applicant's Signatur			Date: /// 2/	2015
FOR OFFICE USE ON	NLY			
ZONING OF PROPER	TY:			
INSPECTIONS:	BUILDING	DATE:	APPROVED BY:	
	FIRE	DATE:	APPROVED BY:	With the second
	HEALTH	DATE:	APPROVED BY:	
BOARD APPROVAL:	DATE:	45 DAY TEMP(	ORARY LICENSE EXPIRES:	
INSPECTION FEES: A	MOUNT PAID	50.00 DATE PAID:	11-12-15 RECEIPT #: 48	181
				20