

VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
3320 Lewis Avenue

JUNE 4, 2018 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS
- D. MINUTES of May 21st Board Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
 - 1. Administrator
 - 2. Department Heads
 - a. Public Infrastructure/Code Enforcement Director
 - b. Fire Chief
 - c. Police Chief
 - d. EMA Chief
 - e. Community Center Director
 - f. Housing and Community Development Director
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk
 - 7. Mayor's Report
- G. PAYING OF THE BILLS
- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS:
- J. NEW BUSINESS:

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

MONDAY JUNE 4, 2018 BOARD OF TRUSTEE REGULAR MEETING AGENDA

RESOLUTION NO. 1123

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF STEGER AND RETAIL STRATEGIES, LLC TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.

ORDINANCE NO. 1196

AN ORDINANCE ESTABLISHING A COMPENSATION SCHEDULE FOR THE EMPLOYEES AND NON-ELECTED OFFICIALS OF THE VILLAGE OF STEGER EFFECTIVE JANUARY 1, 2018.

ORDINANCE NO. 1197

AN ORDINANCE APPROVING OF AND CONSENTING TO AN APPLICATION BY SAMI BADER FOR A CLASS 8 DESIGNATION AND OTHER RELIEF, PURSUANT TO THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE, AS AMENDED, FOR A PORTION OF CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.

Approval of the First Responders Dinner/Event Weekend August 3rd from 3pm to 11:59pm and August 10th 6pm to 11:59pm & 11th from noon to 11:59pm including a Special Use Liquor Licenses for the events.

A Special Event Application for Steger Area Chamber of Commerce for October Fest September 15th and 16th from 10am-10pm on Halsted Boulevard. The Chamber of Commerce also requests a Special Use Liquor License for the event.

Business License Application of Sami Bader of Children Home Center at 3236 Union Avenue, pending inspections.

K. CLOSED SESSION to discuss 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.

L. ADJOURNMENT

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

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 21st day of May, 2018 in the Municipal Building of the Village of Steger with Village Clerk Joseph M. Zagone, Jr. attending.

Village Clerk Zagone called the roll. The following Trustees were present; Joyce, Perchinski, Sarek, Buxton and Skrezyna. Mayor Peterson and Trustee Lopez were absent. Also present were; Chief Police Ken Boehm, EMA Chief Tom Johnston, Fire Chief Nowell Fillion, Director of Public Infrastructure Dave Toepper and Community Center Director Diane Rossi.

The Clerk entertained a motion to appoint a temporary Mayor for the meeting. Trustee Sarek made a motion to appoint Trustee Perchinski as Mayor for the evening. Trustee Buxton seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Sarek, Skrezyna and Buxton. Trustee Perchinski voted present. Motion carried. Trustee Perchinski assumed the chair.

MINUTES

Trustee Sarek made a motion to approve the minutes of the May 7th Board meeting, as all members have copies. Trustee Skrezyna seconded the motion. Voice vote was called: all ayes. Motion carried. Trustee Joyce asked that under Audience Participation, the first paragraph be changed from "a resident" to "Mary Laws".

AUDIENCE PARTICIPATION

Resident Harry Hammock approached the Board regarding a vacant house on 3200 block of Florence that needs to have the lawn cut. Director of Public Infrastructure Toepper explained that we have a lawn contractor, but due to the weather he is unable to cut the lawns.

REPORTS

Village Administrator Mary Jo Seehausen was absent.

Director of Public Infrastructure Dave Toepper had no report.

Fire Chief Nowell Fillion had no report.

Police Chief Ken Boehm had no report.

EMA Chief Tom Johnston reported the tornado siren is only an outdoor warning device, it is not meant to be heard indoors of resident's homes.

Community Center Director Diane Rossi reported that there are 10 more openings available for summer club.

Director Rossi also stated that they held a pre-school screening, and had 30 children attend. Screenings are held three times annually.

Housing and Community Development Director Alice Peterson was absent.

Village Attorney was not present

TRUSTEES' REPORTS

Trustee Buxton made reference to March budget report.

Trustee Buxton also reminded everyone of the Annual Community Day of Prayer on June 2, 2018 from 10:00 to noon being held on Halsted Blvd. There will be food and music.

Trustee Skrezyna reported on the Dixie Dash to be held June 16th. About 120 to 140 cars are expected to come through Steger between 10:00am and noon. So come by and see the cars at the Kmart parking lot.

Trustee Lopez was absent.

Trustee Sarek had no report.

Trustee Perchinski thanked everyone for the kind expressions of sympathy in the recent loss of his mother.

Trustee Perchinski also invited residents and audience to the Memorial Day Celebration at the Gazebo on Halsted Street.

Trustee Joyce Thanked the American Legion for dedicating a Flag Pole for the Veterans at the Gazebo.

VILLAGE CLERK reported that Hope Fest is now replacing the local Relay for Life to benefit of the American Cancer Society. Hope Fest will be held on June 9, 2018 at Columbia Central field.

PRESIDENT PETERSON was absent.

BILLS

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

CORRESPONDENCE – none

NEW BUSINESS:

Trustee Joyce made a motion to approve the Special Events license application for Rob's Furniture's First Annual Tent Sale on Memorial Day weekend. Trustee Buxton seconded the motion. Roll was called the following Trustees voted aye: Joyce, Sarek, Skrezyna, and Buxton. Motion carried.

Trustee Sarek made a motion to approve the Special Events license application of William Joyce to host a Family Reunion at Veteran's Park on July 8th, 2018. The Joyce family also requests 10 extra picnic tables. Trustee Buxton seconded the motion. Voice vote. All ayes. Motion carried.

Trustee Joyce made the motion to approve the request from Robert and Briana Payne to use the Gazebo on August 18th for a Wedding from noon to 2:00pm. Trustee Skrezyna seconded the motion. Voice vote was called. The following Trustees voted aye: Joyce, Sarek, Skrezyna and Buxton. Motion carried.

Trustee Joyce made a motion to approve the Temporary Business License application of Industry Auto Werks at 3046 Holeman Avenue, pending inspections. Trustee Sarek seconded the motion. Roll was called. The following Trustees voted aye: Joyce, Sarek, Skrezyna, and Buxton. Motion carried.

ADJOURNMENT

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

MEETING ADJOURNED AT 7:26pm

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NICOR GAS	20319 6 051418		01-00-33200	HEAT	279.81
HERITAGE F/S, INC.	74196		01-00-33300	GASOLINE & OIL	98.96
HERITAGE F/S, INC.	74264		01-00-33300	GASOLINE & OIL	54.60
PIONEER OFFICE FORMS INC.	93174		01-00-33400	PRINTING & SUPPLI	69.36
CINTAS CORPORATION LOCKBOX	5010792150		01-00-33500	OFFICE SUPPLIES	46.27
WALTON OFFICE SUPPLY	304635-0		01-00-33500	OFFICE SUPPLIES	107.70
FEDEX OFFICE	6-183-25662		01-00-33600	POSTAGE	164.80
FEDEX OFFICE	6-190-92712		01-00-33600	POSTAGE	81.03
NEOPOST USA MAIL FINANCE	N7151304		01-00-33600	POSTAGE METER	607.47
COMCAST	052018		01-00-33700	TELEPHONE	104.82
MERTS HVAC	097425		01-00-33703	MAINTENANCE CONTR	28.00
PACE SUBURBAN BUS / V A N P O O L	510124		01-00-33902	SENIOR BUS LEASE	100.00
GIANOPOLUS, DENNIS G. P.C.	37552		01-00-34100	LEGAL SERVICES	2232.00
KNIGHT ENGINEERS & ARCHITECTS	21951-18		01-00-34300	ENGINEERING SERVI	343.00
GW & ASSOCIATES, PC	1805114		01-00-34500	CONSULTING SERVIC	4550.00
KENNETH A PETERSON JR	RECON 2018		01-00-38840	TRAVEL/MEALS REIM	455.98
KANKAKEE TENT & AWNING CO.	73570		01-00-38908	DRIVING THE DIXIE	500.00
ACTION FLAG CO.	28978		01-00-38950	HOLIDAY DECORATIO	511.20
TOTAL FOR FUND 01		DEPT. 00			10335.00
DRISCOLL, BRIAN	2018-05		01-06-34550	HEARING OFFICER	200.00
TOTAL FOR FUND 01		DEPT. 06			200.00
SAUK TRAIL CAR WASH	043018		01-07-31805	MAINT.-VEHICLE	180.00
DRISCOLL, BRIAN	2018-05		01-07-34550	HEARING OFFICER	500.00
TOTAL FOR FUND 01		DEPT. 07			680.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
NICOR GAS	20319 6 051418	01-20-33200		NATURAL GAS	279.81
HERITAGE F/S, INC.	74196	01-20-33300		GASOLINE & OIL	348.92
HERITAGE F/S, INC.	74264	01-20-33300		GASOLINE & OIL	166.46
CINTAS CORPORATION LOCKBOX	5010792150	01-20-33501		SHOP SUPPLIES	46.26
HINCKLEY SPRINGS	172701460151318	01-20-33501		SHOP SUPPLIES	57.07
COMCAST	052018	01-20-33700		TELEPHONE/CELL/AI	68.74
COMCAST	052018	01-20-33701		CABLE/INTERNET	89.90
AIRGAS USA LLC	9076200085	01-20-33702		AMBULANCE SUPPLIE	251.02
MERTS HVAC	097425	01-20-33703		MAINTENANCE CONTR	28.00
METRO PARAMEDIC SERVICES INC.	020-00809	01-20-34250		AMBULANCE SERVICE	21922.86
COUNTY OF WILL	JUNE 2018-001	01-20-34252		EASTCOM DISPATCH	3704.92
THE EAGLE UNIFORM COMPANY INC	265397	01-20-37302		NEW UNIFORMS	151.00
TOTAL FOR FUND 01		DEPT. 20			27114.96
COY'S AUTO REBUILDERS INC	5170	01-40-31805		MAINT-VEHICLES	3453.71
SAUK TRAIL CAR WASH	043018	01-40-31805		MAINT-VEHICLES	162.95
HERITAGE F/S, INC.	74196	01-40-33300		GASOLINE & OIL	849.71
HERITAGE F/S, INC.	74264	01-40-33300		GASOLINE & OIL	863.46
A T & T	708 7543593 05	01-40-33700		TELEPHONE/CELL/AI	143.37
IL DEPT OF INNOVATION AND TECHNOLOGY	t1832671	01-40-33700		TELEPHONE/CELL/AI	5.00
MERTS HVAC	097425	01-40-33703		MAINTENANCE CONTR	28.00
CINTAS CORPORATION LOCKBOX	5010792151	01-40-33900		ALL OTHER SUPPI TF	70.36
COUNTY OF WILL	JUNE 2018-001	01-40-34252		EASTCOM DISPATCH	16902.41
CHIEF/LAW ENFORCEMENT SUPPLY	15587	01-40-37302		NEW-UNIFORMS	51.89
CHIEF/LAW ENFORCEMENT SUPPLY	7661	01-40-37302		NEW-UNIFORMS	33.88
THE EAGLE UNIFORM COMPANY INC	265243	01-40-37302		NEW-UNIFORMS	246.75
THE EAGLE UNIFORM COMPANY INC	265295	01-40-37302		NEW-UNIFORMS	672.94
DACAV INDUSTRIES	8327	01-40-37900		NEW-OFFICE EQUIPM	110.48

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MARLIN BUSINESS BANK 15980069		01-40-37902		NEW-COMPUTER HARD	1034.42
GREENWOOD, KYLE 052318		01-40-38960		GRANT EXPENSES	50.00
TOTAL FOR FUND 01		DEPT. 40			24679.33
TOTAL FOR FUND 01					63009.29
CALUMET CITY PLUMBING 28705		03-30-31100		MAINT-BUILDING	274.23
NICOR GAS 41000 4 051518		03-30-33200		HEATING	235.22
ICON PRINTING 14603		03-30-33400		PRINTING & SUPPLI	58.00
SAM'S CLUB/SYNCHRONY BANK 001044		03-30-33500		OFFICE SUPPLIES	82.29
OYENIK, BRIGITTE MAY 2018		03-30-33504.01		INSTRUCTOR-AEROBI	180.00
PEDERSOLI, JODI MAY 2018		03-30-33504.01		INSTRUCTOR-AEROBI	240.00
A T & T 708 7543690 05		03-30-33700		TELEPHONE	45.70
COMCAST 051718		03-30-33700		TELEPHONE	78.25
COMCAST 051718		03-30-33701		CABLE/INTERNET SF	162.35
MERTS HVAC 097073		03-30-33703		MAINTENANCE CONTR	726.25
TYCO INTEGRATED SECURITY 051218		03-30-33704		SECURITY SYSTEM	191.33
TOTAL FOR FUND 03		DEPT. 30			2273.62
NICOR GAS 51000 1 052218		03-31-33200		HEATING	428.67
NICOR GAS 51000 4 051518		03-31-33200		HEATING	104.24
TOTAL FOR FUND 03		DEPT. 31			532.91
BOSCO, JERRY 24051		03-50-25200		REGISTRATION FEE-	225.00
TOTAL FOR FUND 03		DEPT. 50			225.00
PRO-AM TEAM SPORTS AAF010901		03-56-37305		NEW-UNIFORMS-SOFT	452.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ILLINOIS NSA	060818	03-56-38903		ENTRY FEES-SOFTBA	250.00
TOTAL FOR FUND 03		DEPT. 56			702.00
TOTAL FOR FUND 03					3733.53
REPUBLIC SERVICES #721	0721-005822881	06-00-15900		GARBAGE	56196.19
BRITES CARTAGE LTD	30489	06-00-31204		MAINT-PATCHING (R	475.97
GALLAGHER MATERIALS CORP	5486	06-00-31204		MAINT-PATCHING (R	307.02
GALLAGHER MATERIALS CORP	5627	06-00-31204		MAINT-PATCHING (R	199.36
M.E. SIMPSON CO., INC.	31062	06-00-31504		MAINT-MAINS	825.00
C & M PIPE SUPPLY CO., INC	8175	06-00-31506		MAINT-SEWERS	28.00
GEMINI PLUMBING COMPANY INC	21701	06-00-32900		MAINT-OTHER	780.00
COMED	76056 051818	06-00-33100		ELECTRIC	67.28
COMED	76056 052118	06-00-33100		ELECTRIC	67.28
COMED	76056 052418	06-00-33100		ELECTRIC	947.75
NICOR GAS	51000 3 051418	06-00-33200		HEATING	644.80
HERITAGE F/S, INC.	74196	06-00-33300		GASOLINE & OIL	321.75
HERITAGE F/S, INC.	74264	06-00-33300		GASOLINE & OIL	152.23
PIONEER OFFICE FORMS INC.	93183	06-00-33400		PRINTING & SUPPLI	379.74
WALTON OFFICE SUPPLY	304652-0	06-00-33500		CCR PAPER	68.40
CINTAS CORPORATION LOCKBOX	5010792148	06-00-33501		SHOP SUPPLIES	141.21
HINCKLEY SPRINGS	17155979 052318	06-00-33501		SHOP SUPPLIES	11.57
MERTS HVAC	097425	06-00-33703		MAINTENANCE CONTR	28.00
UNIFIRST CORPORATION	062 0296583	06-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION	062 0296664	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0297818	06-00-33800		UNIFORM SERVICE	63.36
UNIFIRST CORPORATION	062 0298912	06-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION	062 0298997	06-00-33800		UNIFORM SERVICE	63.37
AIDE RENTALS & SALES	102193-1	06-00-33901		RENTAL-EQUIP/TOOL	191.52

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
WATER SOLUTIONS UNLIMITED 44534		06-00-33907		CHEMICALS	6527.20
GW & ASSOCIATES, PC 1805114		06-00-34400		AUDITING & ACCOUN	2450.00
TRI-R SYSTEMS INCORPORATED 004659		06-00-37503		NEW-EQUIPMENT/WAT	420.00
TOTAL FOR FUND 06		DEPT. 00			71467.04
TOTAL FOR FUND 06				71467.04	
CLARKES GARDEN CENTER 051618		07-00-31204		MAINT-PATCHING	80.00
KEITH'S POWER EQUIPMENT INC 65119		07-00-31800		MAINT-TOOLS & WOR	135.75
JAMES HERR & SONS 105829		07-00-31805		MAINT-VEHICLES	2099.97
NICOR GAS 51000 3 051418		07-00-33200		HEAT	644.80
HERITAGE F/S, INC. 74196		07-00-33300		GASOLINE & OIL	321.75
HERITAGE F/S, INC. 74264		07-00-33300		GASOLINE & OIL	152.23
FASTENAL COMPANY ILSTE146830		07-00-33500		OFFICE SUPPLIES	34.83
ALL-RIGHT SIGN, INC 12055		07-00-33501		SHOP SUPPLIES	268.57
CINTAS CORPORATION LOCKBOX 5010792148		07-00-33501		SHOP SUPPLIES	141.21
FASTENAL COMPANY ILSTE146871		07-00-33501		SHOP SUPPLIES	25.98
FASTENAL COMPANY ILSTE146985		07-00-33501		SHOP SUPPLIES	29.90
FASTENAL COMPANY ILSTE147046		07-00-33501		SHOP SUPPLIES	13.00
HINCKLEY SPRINGS 17155979 052318		07-00-33501		SHOP SUPPLIES	11.57
KEITH'S POWER EQUIPMENT INC 63053		07-00-33501		SHOP SUPPLIES	2.40
MERTS HVAC 097425		07-00-33703		MAINTENANCE CONTR	28.00
UNIFIRST CORPORATION 062 0296583		07-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION 062 0296664		07-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION 062 0297818		07-00-33800		UNIFORM SERVICE	63.37
UNIFIRST CORPORATION 062 0298912		07-00-33800		UNIFORM SERVICE	23.34
UNIFIRST CORPORATION 062 0298997		07-00-33800		UNIFORM SERVICE	63.36
TOTAL FOR FUND 07		DEPT. 00			4226.74

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
TOTAL FOR FUND 07					4226.74
COM ED	99093 0518	08-00-33102		ELECTRICITY-TRAFF	3457.26
TOTAL FOR FUND 08					3457.26
TOTAL FOR FUND 08					3457.26
VISION SERVICE PLAN (IL)	805248453	15-00-36901		HEALTH INSURANCE	640.56
HUMANA DENTAL INSURANCE COMPANY	181934061	15-00-36903		DENTAL INSURANCE	2845.47
TOTAL FOR FUND 15					3486.03
TOTAL FOR FUND 15					3486.03
NICOR GAS	1000 2 051418	16-00-33200		HEATING FUEL	127.41
HERITAGE F/S, INC.	74196	16-00-33300		GASOLINE & OIL	109.25
HERITAGE F/S, INC.	74264	16-00-33300		GASOLINE & OIL	185.12
COMCAST	051018	16-00-33700		TELEPHONE	76.92
COMCAST	051018	16-00-33701		CABLE/INTERNET SE	89.90
TOTAL FOR FUND 16					588.60
TOTAL FOR FUND 16					588.60
BKD CPA'S & ADVISORS	BK00897341	17-00-34400		AUDITING & ACCOUN	3380.00
TOTAL FOR FUND 17					3380.00
TOTAL FOR FUND 17					3380.00
KNIGHT ENGINEERS & ARCHITECTS	21952-11	25-10-30000		PROJECT VILLAGE H	545.26
TOTAL FOR FUND 25					545.26

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

TOTAL FOR FUND 25					545.26	
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** TOTAL CHECKS TO BE ISSUED 153893.75

01	CORPORATE				63009.29	
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03	PLAYGROUND/RECREATION				3733.53	
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06	WATER/SEWER FUND				71467.04	
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07	ROAD & BRIDGE				4226.74	
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08	MOTOR FUEL TAX				3457.26	
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15	LIABILITY INSURANCE FUND				3486.03	
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16	H.S.E.M.				588.60	
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17	AUDITING				3380.00	
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25	CAPITAL PROJECTS				545.26	
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TOTAL FOR REGULAR CHECKS:					153,893.75	
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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ILLINOIS VALLEY YOUTH TACKL	753 052118	03-53-38903	05/29/18	7187 ENTRY FEES-FOOTBA	1336.03
TOTAL FOR FUND 03		DEPT. 53			1336.03
CCAC CITY-COUNTY ATHLETIC	753 16U18U VELOCITY	03-56-38903	05/29/18	5303 ENTRY FEES-SUMMER	1000.00
ILLINOIS NSA	753 14U16U18U VELOC	03-56-38903	05/29/18	7191 ENTRY FEES-NO.STA	1575.00
NSA	753 PREWORLD SERIES	03-56-38903	05/29/18	7189 ENTRY FEES-BONUS	1650.00
NSA	753 STARS & STRIPES	03-56-38903	05/29/18	7190 ENTRY FEES-FISHER	1050.00
NSA	753 WAR BY SHORE	03-56-38903	05/29/18	7188 ENTRY FEES-WAR BY	1050.00
ROSELLE ROCKERS	753 JUNE 1-3	03-56-38903	05/18/18	6390 STEGER VELOCITY 1	520.00
TOTAL FOR FUND 03		DEPT. 56			6845.00
TOTAL FOR FUND 03				8181.03	
** TOTAL MANUAL CHECKS LISTED				8181.03	
** TOTAL OF ALL LISTED CHECKS				162074.78	

RESOLUTION NO. 1123

STATE OF ILLINOIS)
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COUNTIES OF COOK)
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**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF STEGER AND RETAIL STRATEGIES, LLC
TO PROVIDE SERVICES TO THE VILLAGE OF STEGER, ILLINOIS.**

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

WHEREAS, the President and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have and do hereby determine that it is necessary, advisable and in the best interests of the Village and its residents to support economic development within the Village (the "Project"); and

WHEREAS, in connection with the foregoing, the Village recognizes the need for a third party to provide certain professional economic development consulting services for the Project (the "Services"); and

WHEREAS, Retail Strategies, LLC ("Retail Strategies") is a reputable service provider discovered after a nationwide search; and

WHEREAS, there exists an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Retail Strategies will perform the Services; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to retain Retail Strategies to provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the residents of the Village to approve, enter into and execute an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

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

**ARTICLE I.
IN GENERAL**

SECTION 1: Incorporation Clause.

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

SECTION 2: Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into and approve the Agreement whereby Retail Strategies will provide the Services to the Village and to further authorize the President to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate that goal.

**ARTICLE II.
AUTHORIZATION**

SECTION 3: Authorization.

The Village Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Board further authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. In addition to the foregoing, the President or his designee is hereby given the authority to enter into any and all additional agreements and undertake any additional obligations in conformity therewith. All bidding requirements are hereby waived. All prior acts in conformity with this Resolution are hereby ratified.

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

SECTION 4: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no

substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: Severability.

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

SECTION 6: Superseder.

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

SECTION 7: Publication.

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

SECTION 8: Effective Date.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Res. No. 1123

PASSED this 4TH day of June, 2018.

Joseph M. Zagone, Jr., Village Clerk

PASSED this 4TH day of June, 2018..

Kenneth A. Peterson, Jr., Village President

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of the Steger Economic Development Corporation (the "Client") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the ____ day of _____, 2018 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below. The City and the Consultant may be collectively referred to as the "Parties" and each individually as "Party".

R E C I T A L S:

WHEREAS, the Client desires to hire the Consultant to perform retail related market and real estate research and analysis; and

WHEREAS, the Consultant represents that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Client desires to engage the Consultant to provide the services described in this Agreement subject to the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the services and materials listed on **Exhibit A** to this Agreement (the "Services") in the time frame set forth therein diligently and professionally and in accordance with current industry standards at the time such Services are performed. Any request for additional services must be mutually agreed upon in writing and signed by the Parties.

2. **TERM.** The Consultant will notify the Client of the date (the "Effective Date") when the Consultant receives the Consulting Fee (as defined below). The Consultant's timeline and provision of Services will commence upon the Effective Date. Unless earlier terminated as provided in Section 6 below, the Consultant's engagement and this Agreement will terminate automatically upon the completion and delivery of Services from the Consultant to the Client (the "Term").

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services described in **Exhibit A**, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in the amount of Thirteen Thousand Five Hundred Dollars (\$13,500.00). The Consulting fee is to be paid in full upon execution of this Agreement and within Thirty (30) days of Client's receipt of valid invoice.

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant.

6. TERMINATION. Should Consultant violate any terms of this Agreement or otherwise fail to fulfill its obligations set forth under exhibit A, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date the notice is received to cure any alleged deficiencies in performance. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Agreement. All fees paid shall be deemed fully earned when paid and any refund will be assessed based on the merit of Consultants default. Any portion of the Consulting Fee that has not been paid prior to such termination will not be due or owing.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Steger Economic Development Corporation
Email: kpeterson@villageofsteger.org
Address: 3320 Lewis St.
Steger, IL 60475
Fax: (708) 754-1913
Attention: Mayor Kenneth Peterson

Consultant: Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Email: Ashton@retailstrategies.com
Fax: (205) 313-3677
Attention: ASHTON L. ANTONETTI

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does

not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws002E
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.

- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

Steger Economic Development Corporation

By:

Name:

Title:

Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By:

Name:

Title:

Date:

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of the Steger Economic Development Corporation (the "Client") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the ____ day of _____, 2018 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S :

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the services listed on Exhibit A to this Agreement. (the "Services"). In addition to the Services, the Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. TERM. The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$100,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Due on or before September 5 th , 2018	\$20,000
Year Two	On or before the 1st anniversary of the Execution Date	\$40,000
Year Three	On or before the 2nd anniversary of the Execution Date	\$40,000

B. Payment Default. If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

C. Web Platform Service Fees. Consultant will update demographic information annually during the Term of this Agreement. Modifications, corrections, and/or additions to the Client's Web Platform (As described in Section 4 Below) within the first thirty (30) days of delivery to Client are included within the Consulting Fee as set forth above. Should the Client request Web Platform changes, modifications, or corrections after the designated thirty (30) day Consultant will bill an hourly rate not to exceed One Hundred and no Dollars (\$100) per hour for time spent ("Web Platform Service Fee"). Request for Web Platform service must be made to the Consultant in writing. Consultant will use good faith effort to complete such requests within ten (10) days of receiving written request from client. Upon completion of performing Web Platform service the Consultant shall submit invoices to the Client supported by information in such detail as may be required by the Client and shall be sufficient to substantiate that the Consultant has performed the services.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Mayor (the "Client Representative"), currently Kenneth Peterson, The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include

information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultant's activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable. Any portion of the Consulting Fee that has not been paid prior to such termination will not be due or owing.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. By the Consultant Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Steger Economic Development Corporation
Email: kpeterston@villageofsteger.org
3320 Lewis Ave.
Steger, IL 60475
Fax: 708.754.1913
Attention: Kenneth Peterson, Jr.

Consultant: Retail Strategies, LLC
120 18th Street South, Suite 201
Birmingham, AL 35233
Email: Ashton@retailstrategies.com
Fax: (205) 313-3677
Attention: ASHTON L. ARRINGTON

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

STEGER ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name:
Title:
Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to Steger Economic Development Corporation (the "client").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery of trade area
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Retailer recruitment and execution of the retail strategy
11. Updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

D. Web Platform

Consultant will design and develop a web based platform to house and maximize exposure of information and demographics most relevant to retail decision making in the Client community.

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to implement the foregoing change; 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: 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: Purpose.

The purpose of this Ordinance is to adopt a revised compensation schedule for Village employees and non-elected officials effective January 1, 2018 to ensure that the Village remains able to attract and retain qualified personnel to provide governmental services.

**ARTICLE II.
AUTHORIZATION**

Section 3.00 Authorization.

The Corporate Authorities hereby authorize and approve the revisions to the compensation schedule for Village employees and non-elected officials in accordance with Exhibit A. The Village Board further authorizes and directs the President or his designee to execute any and all documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and

effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. 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 purpose of 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 required in connection herewith. This Ordinance shall not affect the compensation of any employee whose terms and conditions of employment with the Village are governed by a collective bargaining agreement. All acts previously taken in accordance herewith are hereby ratified.

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

SECTION: 4 Headings.

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

SECTION: 5 Severability.

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

EXHIBIT A

SECTION: 6 Superseder.

To the extent that the provisions of this Ordinance are inconsistent with any other Village code provision, ordinance, resolution, rule, proclamation, enactment, pronouncement, document, instrument or understanding governing or in any other way related to the subject matter of this Ordinance such conflicting authority shall be superseded by this Ordinance to the fullest extent permitted by law.

SECTION: 7 Publication.

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

SECTION: 8 Effective Date.

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

PASSED this 4th day of June 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 4th day of June 2018.

Kenneth A. Peterson, Jr., Village President

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

WHEREAS, the Mayor and the Village Board of Trustees (collectively, the “Corporate Authorities”) desire to promote industrial and commercial development within the Village; and

WHEREAS, the Classification Ordinance allows for a classification known as a Class 8 (“Class 8 Designation”) for property that is used primarily for industrial and commercial purposes, is considered abandoned or is substantially rehabilitated and that is located within certain designated areas; and

WHEREAS, a Class 8 Designation is also conditioned upon certain findings and approvals of the municipality governing said property; and

WHEREAS, a Class 8 Designation results in a substantial reduction of the real estate taxes levied against such commercial or industrial property by reducing the assessment level for the property; and

WHEREAS, there exists certain real property located in the Village commonly known as 3236 Union Avenue, Steger, Illinois with the following property index numbers: 32-33-317-032-0000 and 32-33-317-034-0000 (the “Subject Property”); and

WHEREAS, Sami Bader (“Bader”) is the proposed contract purchaser of the Subject Property; and

WHEREAS, the Village and Bader, or its nominee will enter into a Reimbursement Agreement (the “Agreement”) that would summarize the redevelopment of the Subject Property (“Redevelopment Project”) and require Bader to reimburse the Village for certain costs and expenses related to the foregoing; and

WHEREAS, Bader, contingent upon execution of the Agreement, will seek a Class 8 Designation for the Subject Property; and

WHEREAS, the Redevelopment Project will not be economically feasible unless the Subject Property receives a Class 8 Designation; and

WHEREAS, the Subject Property has been vacant and unused for at least twenty-four (24) continuous months prior to the purchase for value, or substantial rehabilitation of the same; and

WHEREAS, the Redevelopment Project will further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, Bader has proven to the Village that the incentive that would be provided by a Class 8 Designation is necessary to successfully complete the Redevelopment Project; and

WHEREAS, the Corporate Authorities have hereby determined that without the incentive provided by a Class 8 Designation, the Redevelopment Project would not be economically feasible, a Class 8 Designation is necessary for the Redevelopment Project to occur and the commercial use of the Subject Property is, or will be, necessary and beneficial to the Village's economy; and

WHEREAS, the Corporate Authorities have further determined that the Redevelopment Project is consistent with the overall plan for rehabilitation of the Village; and

WHEREAS, the Corporate Authorities have determined that the Redevelopment Project is in the best interests of the Village as it will, among other things, further the growth of the Village, increase the real estate tax base of the Village, provide employment opportunities within the Village, increase the economic activity within the Village and remove blight within the Village; and

WHEREAS, based on the foregoing, if the Agreement is entered into and the Corporate Authorities hereby approve of, support and consent to an application for a Class 8 Designation for the Subject Property being submitted to and approved by the Cook County Assessor; and

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

SECTION 1: The statements set forth in the preamble to this Ordinance are found to be true and correct and are incorporated into this Ordinance as if set forth in full.

SECTION 2: The Corporate Authorities hereby find that the Redevelopment Project is consistent with the overall plan for rehabilitation of the Village. The Corporate Authorities recognize that the incentive benefits provided by the Class 8 Designation are necessary to carry out the Redevelopment Project and, contingent upon the execution of the Agreement, the Corporate Authorities hereby support, approve of and consent to a Class 8 Designation for the Subject Property. The Mayor is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal

of the Village to any and all such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance.

Contingent upon the execution of the Agreement, the Corporate Authorities further consent to the filing of an application for State of Illinois Enterprise Zone Benefits with respect to the Subject Property and direct the Enterprise Zone Administrator accordingly. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the intent of this Ordinance. The foregoing support, approval and consent of the Village with respect to a Class 8 Designation and the application for Enterprise Zone Benefits are fully contingent upon the execution of the Agreement, and absent such execution this Ordinance shall have no force or effect.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the 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. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible.

SECTION 4: The Village's legal counsel is hereby authorized to negotiate and undertake any and all actions on the part of the Village to effectuate the intent of this Ordinance.

SECTION 5: All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

SECTION 6: All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

Ord. No. 1197

PASSED this 4th day of June, 2018.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this 4th day of June, 2018

Kenneth A. Peterson, Jr., Village President

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