

**VILLAGE OF
STEGER
BOARD OF TRUSTEES
REGULAR MEETING AGENDA
ALSO BEING HELD VIA
Teleconference #312.626.6799 Meeting ID# 897 7048 3368
Passcode# 016563
3320 Lewis Avenue, Steger IL 60475**

MONDAY November 16, 2020 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION-
- D. MINUTES of November 02, 2020 Regular 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
 - 3. Attorney
 - 4. Treasurer
 - 5. Trustee/Liaison
 - 6. Clerk- Holiday Hours for Thanksgiving(for all non-essential services) Closed Thursday
November 26th and Friday November 27th
 - 7. Mayor's Report
- G. PAYING OF THE BILLS:
- H. CORRESPONDENCE

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

MONDAY November 16, 2020 BOARD OF TRUSTEE REGULAR MEETING AGENDA

I. UNFINISHED BUSINESS:

J. NEW BUSINESS:

ORDINANCE NO. 1248

AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF FOR THE PROPERTY LOCATED AT 3129 LOUIS SHERMAN DRIVE, STEGER ILLINOIS.

ORDINANCE NO. 1249

AND ORDINANCE APPROVING CERTAIN LAND USE RELIEF FOR THE PROPERTY LOCATED AT 23 EAST 31ST PLACE, STEGER ILLINOIS

Discussion and Approval of Tentative 2020 Tax Levy.

Discussion and Approval of 2020-2021 General Liability and Workers Compensation Insurance.

Consideration of the Azavar Government Solutions Contract.

Business License Application from Jigar S. Patel for "Party Liquors" located at 20 E. 34th Street, pending inspections.

Liquor License Application from Jigar S. Patel.

K. 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 2nd day of November, 2020 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

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

Also present was: Village Administrator Mary Jo Seehausen and Director of Public Infrastructure Dave Toepper. Fire Chief Nowell Fillion, Police Chief Kevin Shaughnessy and EMA Chief Tom Johnston were present via Zoom.

AWARDS, HONORS AND SPECIAL RECOGNITION

Winners of the annual Halloween Decorating Contest were announced by Alice Peterson:

1st Place: Paul Leimer
3220 Peoria St.

2nd Place: Courtney Reynolds
3100 Hopkins Ave.

3rd Place: Steven Cano
3724 Chicago Rd.

Mayor Peterson read a Proclamation recognizing the Bloom Township Band, Parents, Students and School representatives for their efforts in restoring the Army Tank and surrounding grounds in Veteran's Park and for placing a plaque on the site.

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

The Band Director expressed his thanks to the Village for allowing his program to be a part of our community and hopes to contribute more in the future.

MINUTES

Trustee Lopez made a motion to approve the minutes of the October 19th meeting as written. Trustee Buxton seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE PARTICIPATION

Lisa Buxton raised a question on behalf of an election judge if Village Hall is used as a polling place. Village Hall is not used as a polling place.

Michael Porter spoke on behalf of Royal Oak Subdivision. He asked if the Village was still keeping in mind covenants set by the Homeowners Association as they relate to issuing permits to property owners in the subdivision. Mayor Peterson is going to check with our legal department to see how we handle these issues should they arise. We need to find out if we as a village can enforce HOA rules. The one thing we can do is make sure anyone applying for a permit within the subdivision has gotten HOA approval first. We will check to see if we can hold up permits based on HOA rules. Any application that meets Village Ordinance would need to be issued.

REPORTS

Village Administrator Mary Jo Seehausen The Norway Spruce Tree has been installed by the Police Station. Both polling places in the Village are ready for election day tomorrow. Polls open at 6 am. Knight Engineering will be out working on Union Ave doing a traffic study through Thursday. Knight also said that they had gotten some more mapping in for Miller Woods that has been sent on to Springfield for modelling for the Miller Woods section for our drainage issues. Our movie night was a great success in spite of cold and windy conditions.

Director of Public Infrastructure Dave Toepper No Report

Fire Chief Nowell Fillion No Report

Police Chief Kevin Shaughnessy Reported on a tragic auto accident in which a child was killed. This happened Friday night and the investigation continues, and we have a person in custody. It was a traumatic event for our officers who were assisted by surrounding departments including Crete and South Chicago Heights. Counselling has been arranged for any Village employees who need it. Chief Shaughnessy also thanked Village EMAs and Fire Department who worked hand in hand with the Police on this incident. The mayor thanked all who helped including all of our First Responders.

EMA Chief Tom Johnston Condolences to the family involved Friday night and to the family from Steger involved in a fatal accident in Peotone this morning. Thank you to Rich Township EMA for bringing their light truck to help the investigation of the Friday night accident here in town.

Village Attorney No report.

Treasurer Financial highlights were given for the 9 months ending September 30, 2020. Property tax at 1.1 million is up a little for the same period last year. State shared taxes were down slightly and Utility taxes were down \$26,000.00. Cost cutting among other things have helped maintain our funds on hand for now. We are anticipating income to continue to be affected as the COVID continues to have it's affect on our citizens. As for the Audit Report, we have a little over half a million dollar increase in our general fund balance in 2019. We also had good recommendations for internal control enhancements. Segregation of duties is always one that you look to improve and I think one area that can help is to use Positive Pay. It is a banking utility that we are looking into to assist with payment oversight. Also looking into doing a Capital Asset inventory to help with the process of tracking these assets.

TRUSTEES' REPORTS

Trustee Buxton I hope that everyone will get out and vote tomorrow.

Trustee Skrezyna Miracle on 34th Street will take place on November 28th following our Santa Parade. We will be taking our food collections at the same time. We also will be accepting toy donations; we especially need those geared to young teens.

Trustee Lopez Just want to say how nice the new lighting looks around the Gazebo on the Boulevard. Get out and vote!

Trustee Kozy No report

Trustee Perchinski Announced that all food from Alicia's House for our Christmas Baskets will come to the Village at no cost. I would like to get a donation out to Alicia's House for all that they do for our community. Hoping also that everyone has noticed that our Quiet Zone for trains is now in effect. Get out and vote!

Trustee Joyce No Report

VILLAGE CLERK No Report

PRESIDENT PETERSON Halloween went really well. Did not seem to be as many out, but it was a nice day with no issues.

BILLS

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

CORRESPONDENCE None

UNFINISHED BUSINESS

Trustee Joyce made a motion to ratify the purchase of a Norway Spruce Tree in the amount of \$945.00. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

NEW BUSINESS:

Trustee Perchinski made a motion to approve ORDINANCE No. 1247: AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND FINANCING OF CERTAIN PERSONAL PROPERTY FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. And to authorize Village Administrator Seehausen make all necessary arrangements for this whole process including financing. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Trustee Perchinski made a motion to approve the Village Board Meeting Schedule for 2021. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Lopez made a motion to accept the bid from M&M Roofing to repair and replace the Community Center Roof as described in their quote. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Joyce, Perchinski, Kozy, Lopez, Skrezyna and Buxton. Mayor Peterson voted aye. Motion carried.

Michael Porter spoke on behalf of the Royal Oak Homeowners Association regarding overnight street parking. This seems to be mainly an issue being caused by unknown guests and visitors, but raising concerns among the other homeowners. After discussion it was decided that Mr. Porter should prepare a petition to get a better sense of Homeowners who favor signage that would prevent overnight parking on the streets in Royal Oak Subdivision. More discussion continued on regulating rentals and Air B&B's within the Village. Our legal department is looking into this, but because we are not Home Rule Municipality, our jurisdiction is limited. We will revisit the parking issue after the petition is presented.

Minutes November 2, 2020 page 5

Trustee Perchinski made a motion to table the discussion regarding parking restrictions in Royal Oak Subdivision. Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.

There being no further business,

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

Meeting adjourned at 7:50 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, Jr., Village Clerk

A / P W A R R A N T L I S T

DATE: 11/12/20

Thursday November 12, 2020

REGISTER # 973

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
CRETE LUMBER & SUPPLY CO	B149749	D25286	01-00-31100	BUILD MAINT	382.92
LIGHTMART	50113556	070220	01-00-32900	MAIN ON BLVD	5148.00
COMED	08014	103020	01-00-33100	ELECTRIC	16.57
COMED	34133	110220	01-00-33100	ELECTRICITY	24.67
NICOR GAS	03196	1120	01-00-33200	3320 LEWIS HEAT	31.82
NICOR GAS	52838	1120	01-00-33200	3312 EMERALD AVE	45.10
CINTAS CORPORATION LOCKBOX	5039693728		01-00-33500	OFFICE SUPPLIES	63.48
GARVEY'S OFFICE PRODUCTS	PINV1995322		01-00-33500	OFFICE SUPPLIES	448.28
ABSOLUTE BEST CLEANING SERVICES, INC.	13460		01-00-33502	CLEANING	600.00
COMCAST	81708	110120	01-00-33700	TELEPHONE	94.21
COMCAST	81708	110120	01-00-33701	CABLE	115.83
ILLINOIS STATE POLICE	MONTH OF JULY		01-00-34201	LIQUOR COMMISSION	28.25
CHICAGO TRIBUNE COMPANY	027124727000		01-00-35700	NOTICES 6788081	914.00
CHICAGO TRIBUNE COMPANY	027124727000		01-00-35700	CLASSIFIED 679588	126.00
CHICAGO TRIBUNE COMPANY	027124727000		01-00-35700	NOTICES-ALL OTHER	103.50
CHICAGO TRIBUNE COMPANY	027124727000		01-00-35700	NOTICES-ALL OTHER	105.00
AIDE RENTALS & SALES	132965-1		01-00-38899	MOVIE IN PARKING	944.00
EIGHNER'S FLOWERS-GIFTS	00319301		01-00-38900	ARRANGEMENT FLOWE	139.95
PETERSON, ALICE	110220		01-00-38900	MISCELLANEOUS	189.85
DOMAIN LISTINGS	242-1848		01-00-38901	DEC12020-NOV30202	228.00
ILLINOIS MUNICIPAL LEAGUE	11012020		01-00-38901	DUES SUBSCRITIONS	1000.00
INTERNATIONAL LEAGUE OF CITIES	4396 102720		01-00-38901	DUES	250.00
PROSHRED SECURITY	990070289		01-00-38917	DISPOSAL SHREDDIN	45.00
TOTAL FOR FUND 01		DEPT. 00			11044.43
ANDREWS PRINTING	67173		01-01-33400	WINDOW ENVELPES	124.00
TOTAL FOR FUND 01		DEPT. 01			124.00

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
DRISCOLL, BRIAN	2020-09	01-06-34550		SEPT 2020 HEARING	200.00
DRISCOLL, BRIAN	2020-10	01-06-34550		OCTOBER 2020 HEAR	200.00
MUNICIPAL COLLECTION SERVICES	017735	01-06-34901		C TICKET EXPENSES	66.69
MUNICIPAL SYSTEMS, INC	19716	01-06-34901		C TICKETS EXPENSE	668.75
TOTAL FOR FUND 01 DEPT. 06					1135.44
JAMES HERR & SONS	11327/113382	01-07-31805		CODE ENFCTMENT MA	817.84
JAMES HERR & SONS	113271	01-07-31805		MAINT VEHICLES	817.84
DRISCOLL, BRIAN	2020-09	01-07-34550		SEPT 2020 HEARING	200.00
DRISCOLL, BRIAN	2020-10	01-07-34550		OCTOBER 2020 HEAR	200.00
MUNICIPAL SYSTEMS, INC	19715	01-07-34902		MOVE/ABC	255.00
TOTAL FOR FUND 01 DEPT. 07					2290.68
MONARCH AUTO SUPPLY INC	6981-508912	01-20-31805		MAINT VEHICLES	111.12
MONARCH AUTO SUPPLY INC	6981-509044	01-20-31805		MAINT VEHICLES	22.11
R & R MAINTENANCE FIRE & FLEET	12547	01-20-31805		MAIN VEHICLES	3060.00
TOM'S TRUCK REPAIR SOUTH INC	SL11082	01-20-31805		MAINT VEHICLES	84.00
TOM'S TRUCK REPAIR SOUTH INC	SL11093	01-20-31805		MAINT VEHICLES	56.00
TARGETSOLUTIONS	15472	01-20-32901		MAINT COMPUTER	1690.00
NICOR GAS	03196 1120	01-20-33200		3320 LEWIS HEAT	31.82
NICOR GAS	1000 9 110420	01-20-33200		GAS	74.24
HERITAGE F/S, INC.	35005737	01-20-33300		DIESEL	198.66
HERITAGE F/S, INC.	35005737	01-20-33300		GASOLINE	304.67
HERITAGE F/S, INC.	35005817	01-20-33300		GASOLINE	261.20
HERITAGE F/S, INC.	35005881	01-20-33300		GASOLINE	255.67
HERITAGE F/S, INC.	35005951	01-20-33300		GASOLINE	254.29
PROVEN BUSINESS SYSTEMS	747337	01-20-33500		OFFICE SUPPLIES	333.03
CINTAS CORPORATION LOCKBOX	5039693728	01-20-33501		OFFICE SUPPLIES	63.49

A / P W A R R A N T L I S T

DATE: 11/12/20

Thursday November 12, 2020

PAGE 3

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
EXPERT CHEMICAL & SUPPLY INC	854693	01-20-33501		SHOP SUPPLIES	222.03
O'REILLY AUTO PARTS	9330 8738	01-20-33501		SHOP SUPPLIES	6.51
AIRGAS USA LLC	9974691922	01-20-33702		AMBULANCE SUPPLIE	118.24
ILLINOIS STATE POLICE	ILL14406S 1120	01-20-34200		PHYSICALS FOR FD	84.75
METRO PARAMEDIC SERVICES INC.	20-334478	01-20-34250		PARAMEDICS SER FF	22808.58
WITMER PUBLIC SAFETY GROUP	E1998733.002	01-20-37302		NEW UNIFORMS	261.58
WITMER PUBLIC SAFETY GROUP	E1998733.003	01-20-37302		NEW UNIFORMS	100.00
WITMER PUBLIC SAFETY GROUP	E1998733.004	01-20-37302		NEW UNIFORMS	279.93
TRAINING CONCEPTS, INC.	45659	01-20-38400		TRAINING	55.00
WILCO FIRE CHIEFS ASSOCIATION	2021	01-20-38901		DUES	3000.00
TOTAL FOR FUND 01		DEPT. 20			33736.92
MERTS HVAC	109221	01-40-31100		MAINT BUILDING	255.00
MERTS HVAC	110591	01-40-31100		MAINT BUILDING	1212.25
EVT TECH	5246	01-40-31805		MAINT VEHICLES	725.00
JAMES HERR & SONS	113382	01-40-31805		MAINT VEHICLES	533.54
SCOTT'S-U-SAVE	466062	01-40-31805		MAINT VEHICLES	26.00
BIO-TRON INC	34573	01-40-32900		PREVENTATIVE MAIN	75.00
GUARANTEED TECHNICAL SERV & CONSULT INC	2020-00506	01-40-32901		MAINT SOFTWARE	1996.06
NICOR GAS	51000 5 1120	01-40-33200		35 W 34TH ST HNEA	324.85
HERITAGE F/S, INC.	35005737	01-40-33300		GASOLINE	220.36
HERITAGE F/S, INC.	35005817	01-40-33300		GASOLINE	120.36
HERITAGE F/S, INC.	35005881	01-40-33300		GASOLINE	209.32
HERITAGE F/S, INC.	35005951	01-40-33300		GASOLINE	211.27
GARVEY'S OFFICE PRODUCTS	PINV1996030	01-40-33500		OFFICE SUPPLIES	64.69
GARVEY'S OFFICE PRODUCTS	PINV1996785	01-40-33500		78.75	78.75
ABSOLUTE BEST CLEANING SERVICES, INC.	13460	01-40-33502		CLEANING	600.00
A T & T	36194 101620	01-40-33700		TELEPHONE	167.64

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMCAST	75247 1120	01-40-33700		TELEPHONE	106.07
IL DEPT OF INNOVATION AND TECHNOLOGY	T2102548	01-40-33700		TELEPHONE/CELL	10.00
COMCAST	75247 1120	01-40-33701		CABLE/INTERNET	141.79
MARLIN BUSINESS BANK	18494324	01-40-33703		MAINT CONTRACTS	1034.42
CINTAS CORPORATION LOCKBOX	5039562516	01-40-33900		OTHER SUPPLIES	99.83
THE EAGLE UNIFORM COMPANY INC	295558	01-40-37302		NEW UNIFORMS	145.00
JCM UNIFORMS	771036	01-40-37302		NEW UNIFORMS	98.50
JCM UNIFORMS	771465	01-40-37302		NEW UNIFORMS	258.30
RAY O'HERRON CO INC	2063818-IN	01-40-37302		NEW UNIFORMS	187.86
SHAUGHNESSY, KEVIN	101320	01-40-37302		NEW UNIFORMS	230.00
LEXISNEXIS RISK SOLUTIONS	1213944-2020010	01-40-38901		DUES SUBSRIPTIONS	150.00
CRITICAL REACH	20-524	01-40-38901		DUES SUBSRIPTIONS	300.00
ILLINOIS ASSOCIATION OF CHEIFS OF POLICE	7133	01-40-38901		DUES	776.80
TOTAL FOR FUND 01		DEPT. 40			10358.66
DACAV INDUSTRIES	10381	01-75-33550		MEDICAL SUPPLIES	90.00
HENRY SCHEIN	85427001	01-75-33550		COVID MEDICAL SUP	155.19
TOTAL FOR FUND 01		DEPT. 75			245.19
TOTAL FOR FUND 01				58935.32	
COMED	19001 1120	03-30-33100		3501 HOPKINS SIGN	40.11
SMITHEREEN COMPANY	2332935	03-30-33703		MAINT CONTRACTS	61.00
SUBURBAN LANDSCAPING	111766	03-30-33703		MAINT OCTOBER	385.00
SUBURBAN LANDSCAPING	111888	03-30-33703		MAINT CONTRACTS	385.00
ADT COMMERCIAL LLC	29557 102720	03-30-33704		SECURITY SYSTEM	139.08
TOTAL FOR FUND 03		DEPT. 30			1010.19

DATE: 11/12/20

Thursday November 12, 2020

PAGE 5

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	29006 110220	03-31-33100		ELECTRICITY	2214.84
COMED	82008 103020	03-31-33100		ELECTRIC	383.15
TOTAL FOR FUND 03		DEPT. 31			2597.99
TOTAL FOR FUND 03					3608.18
BRITES CARTAGE LTD 32855		06-00-31204		MAINT PATCHING	1876.32
BRITES TRANSPORTATION LTD 74748		06-00-31204		MAINT PATCHING	600.48
CORE & MAIN N216236		06-00-31504		MAINT MAINS	809.05
M&J UNDERGROUND, INC M20-0363		06-00-31504.01		MAINT MAINS	3957.00
M&J UNDERGROUND, INC M20-0373		06-00-31504.01		MAINT MAINS	2365.00
C & M PIPE SUPPLY CO., INC 14955		06-00-31506		MAINT SEWERS	148.00
C & M PIPE SUPPLY CO., INC 14966		06-00-31506		MAINT SEWERS	148.00
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC P29928		06-00-31800		MAINT TOOLS	451.59
COMPLETE DIESEL CARE INC 6499		06-00-31805		MAINT VEHICLES	1027.62
COMPLETE DIESEL CARE INC 6500 101220		06-00-31805		MAINT VEHICLES	1109.24
ILLINOIS TOLLWAY VN5901828318		06-00-31805		LICENSE#M160438	18.00
JAMES HERR & SONS 11327/113382		06-00-31805		2015 FORD F-150 M	266.77
MONARCH AUTO SUPPLY INC 6981-508127		06-00-31805		MAINT VEHICLES	51.65
MONARCH AUTO SUPPLY INC 6981-508155		06-00-31805		MAINT VEHICLES	4.72
MONARCH AUTO SUPPLY INC 6981-508286		06-00-31805		MAINT VEHICLES	180.48
MONARCH AUTO SUPPLY INC 6981-509480		06-00-31805		MAINT VEHICLES	30.18
MONARCH AUTO SUPPLY INC 6981-509506		06-00-31805		MAINT VEHICLES	137.18
SCOTT'S-U-SAVE 463703		06-00-31805		MAINT VEHICLES	102.00
GEMINI II SEWER RODDING IRRIGATION, LLC 3426 LOVEROCK		06-00-32900		3426 LOVEROCK MAI	145.00
GEMINI II SEWER RODDING IRRIGATION, LLC 3436 FLORENCE		06-00-32900		3436 FLORENCE MAI	425.00
COMED	80004 110220	06-00-33100		ELECTRIC	4.09
NICOR GAS	10003 1120	06-00-33200		HEATING	371.00
NICOR GAS	51000 2 1120	06-00-33200		SS 31ST ST ECEIRR	58.32

DATE: 11/12/20

REGISTER # 973
Thursday November 12, 2020

PAGE 6

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE F/S, INC.	35005737	06-00-33300		DIESEL	198.66
HERITAGE F/S, INC.	35005737	06-00-33300		GASOLINE	225.21
HERITAGE F/S, INC.	35005817	06-00-33300		GASOLINE	203.44
HERITAGE F/S, INC.	35005881	06-00-33300		GASOLINE	239.70
HERITAGE F/S, INC.	35005951	06-00-33300		GASOLINE	201.63
CINTAS CORPORATION LOCKBOX	5039562597	06-00-33501		SHOP SUPPLIES	183.07
FASTENAL COMPANY	ILSTE160668	06-00-33501		SHOP SUPPLIES	79.74
FASTENAL COMPANY	ILSTE160675	06-00-33501		SHOP SUPPLIES	4.52
HINCKLEY SPRINGS	17155979110420	06-00-33501		SHOP SUPPLIES	39.01
KEITH'S POWER EQUIPMENT INC	92705	06-00-33501		SHOP SUPPLIES	40.44
UNIFIRST CORPORATION	062 0420901	06-00-33800		UNIFORM SERVICE	23.40
MOST FEED & GARDEN	364587	06-00-33900		OTHER SUPP SERV	111.45
TOTAL FOR FUND 06		DEPT. 00			15836.96
TOTAL FOR FUND 06				15836.96	
DESIDERIO LANDSCAPING LLC.	10142	07-00-31214		MAINT TREE REMOVE	29666.00
ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC	P29928	07-00-31800		MAINT TOOLS	451.60
COMPLETE DIESEL CARE INC	6498 100920	07-00-31805		MAINT VEHICLES	6512.30
COMPLETE DIESEL CARE INC	6499	07-00-31805		MAINT VEHICLES	1027.63
COMPLETE DIESEL CARE INC	6500 101220	07-00-31805		MAINT VEHICLES	1109.25
JAMES HERR & SONS	11327/113382	07-00-31805		2015 FORD F-150 M	266.77
MONARCH AUTO SUPPLY INC	6981-509480	07-00-31805		MAINT VEHICLES	30.19
MONARCH AUTO SUPPLY INC	6981-509506	07-00-31805		MAINT VEHICLES	137.18
SCOTT'S-U-SAVE	463703	07-00-31805		MAINT VEHICLES	102.00
T.R.L. TIRE SERVICE CORP	25783	07-00-31805		MAIN VEHICLES	914.08
HERITAGE F/S, INC.	35005737	07-00-33300		DIESEL	198.66
HERITAGE F/S, INC.	35005737	07-00-33300		GASOLINE	225.21
HERITAGE F/S, INC.	35005817	07-00-33300		GASOLINE	203.44

DATE: 11/12/20

Thursday November 12, 2020

PAGE 7

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HERITAGE F/S, INC.	35005881	07-00-33300		GASOLINE	239.70
HERITAGE F/S, INC.	35005951	07-00-33300		GASOLINE	201.64
TURN-KEY	111680	07-00-33300		PICK UP OF USED O	125.00
CINTAS CORPORATION LOCKBOX	5039562597	07-00-33501		SHOP SUPPLIES	183.08
CRETE LUMBER & SUPPLY CO	B149749 D25286	07-00-33501		SHOP SUPPLIES	8.27
FASTENAL COMPANY	ILSTE160668	07-00-33501		SHOP SUPPLIES	79.73
FASTENAL COMPANY	ILSTE160675	07-00-33501		SHOP SUPPLIES	4.53
HINCKLEY SPRINGS	17155979110420	07-00-33501		SHOP SUPPLIES	39.02
O'REILLY AUTO PARTS	9330 8738	07-00-33501		SHOP SUPPLIES	99.85
COMCAST	72327 110120	07-00-33700		TELEPHONE	77.80
COMCAST	72327 110120	07-00-33701		CABLE	103.14
UNIFIRST CORPORATION	062 0420901	07-00-33800		UNIFORM SERVICE	23.40
TOTAL FOR FUND 07		DEPT. 00			42029.47
TOTAL FOR FUND 07				42029.47	
COMED	22049 103020	08-00-33102		ELECTRIC	33.35
COMED	24002 110220	08-00-33102		ELECTRICITY	36.27
COMED	81001 103020	08-00-33102		ELECTRIC	2.72
TOTAL FOR FUND 08		DEPT. 00			72.34
TOTAL FOR FUND 08				72.34	
WILL COUNTY HEALTH DEPARTMENT	IN0168846	13-52-33930		CONCESSION STAND	63.75
TOTAL FOR FUND 13		DEPT. 52			63.75
WILL COUNTY HEALTH DEPARTMENT	IN0168846	13-53-33930		CONCESSION STAND	63.75
TOTAL FOR FUND 13		DEPT. 53			63.75

DATE: 11/12/20

REGISTER # 973
Thursday November 12, 2020

PAGE 8

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

TOTAL FOR FUND 13					127.50
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NICOR GAS	10002 1120	16-00-33200		HEATING FUEL	124.25
HERITAGE F/S, INC.	35005737	16-00-33300		GASOLINE	48.17
HERITAGE F/S, INC.	35005817	16-00-33300		GASOLINE	28.54
HERITAGE F/S, INC.	35005881	16-00-33300		GASOLINE	27.94
HERITAGE F/S, INC.	35005951	16-00-33300		GASOLINE	27.78

TOTAL FOR FUND 16		DEPT. 00			256.68
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TOTAL FOR FUND 16					256.68
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BKD CPA'S & ADVISORS	BK01295794	17-00-34400		ACCOUNTING FEES	2000.00
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TOTAL FOR FUND 17		DEPT. 00			2000.00
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TOTAL FOR FUND 17					2000.00
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** TOTAL CHECKS TO BE ISSUED 122866.45

01	CORPORATE	58935.32
03	PLAYGROUND/RECREATION	3608.18
06	WATER/SEWER FUND	15836.96
07	ROAD & BRIDGE	42029.47
08	MOTOR FUEL TAX	72.34
13	BOOSTER CLUB	127.50
16	H.S.E.M.	256.68
17	AUDITING	2000.00

TOTAL FOR REGULAR CHECKS: 122,866.45

ORDINANCE NO. 1248

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

AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF FOR THE PROPERTY LOCATED AT 3129 LOUIS SHERMAN DRIVE, 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, DuPage Equipment LLC (the "Applicant") submitted a request to the Village of Steger (the "Village") for land use relief for the property located at 3129 Louis Sherman Drive, Steger, Illinois (PINs: 32-33-404-010-0000; 32-33-404-011-0000; 32-33-404-012-0000) (the "Subject Property") to allow for the Subject Property to be used in a manner consistent with those uses allowed in a B-3 District (the "Proposed Use"); and

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

WHEREAS, the PZBA considered granting the Applicant a conditional use permit to allow the Subject Property to be used in a manner consistent with those uses allowed in a B-3 District (the "Land Use Relief"); and

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

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

WHEREAS, in light of the foregoing, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is in the best interests of the Village to approve the Land Use Relief;

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

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

Section 2. Approval of Land Use Relief. The findings of fact and Recommendation of the PZBA are hereby adopted and, in accordance with

said findings and Recommendation, the Village Board approves the Land Use Relief for the Subject Property.

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

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

[Remainder of Page Intentionally Blank]

PASSED this ____ day of _____ 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2020.

Kenneth A. Peterson, Jr., Village President

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

EXHIBIT A

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

RE: *Land use application to allow use of property consistent with the uses in a B-3 District.*

President and Board of Trustees:

The Planning & Zoning Board of Appeals ("PZBA") met on Thursday, November 5, 2020 and discussed the petition of DuPage Equipment LLC (the "Petitioner") for relief from the "Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois," commonly referred to as the "Zoning Code," related to the use of property in a manner consistent with a B-3 District in an area not zoned as a B-3 District (the "Land Use Relief"). Proper notice of the Meeting was provided in accordance with Section 10.4.3 of the Zoning Code.

During the public hearing, testimony and evidence were introduced establishing that the Petitioner owns a parcel of real estate within the Village, commonly known as 3129 Louis Sherman Drive, Steger, Illinois with Property Index Numbers 32-33-404-010-0000; 32-33-404-011-0000; and 32-33-404-012-0000 (the "Subject Property"). At the hearing, Petitioner presented to the PZBA a request for the Land Use Relief to allow the Subject Property to be used in a manner consistent with the uses allowed in a B-3 District (the "Proposed Use"). Further, the Petitioner provided credible evidence showing that: (a) the Proposed Use is consistent with existing uses in the general vicinity thereof; (b) the Subject Property is suitable for the Proposed Use; (c) the Land Use Relief will not negatively alter the essential character of the locality; (d) the Land Use Relief will not endanger the public safety; and (e) the Land Use Relief will not be detrimental to the public welfare or injurious to other property or improvements.

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

It is the recommendation of the PZBA to approve the Land Use Relief in the form of a conditional use permit to allow the Subject Property to be used in a manner consistent with those uses allowed in a B-3 District.

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

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

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

WHEREAS, in light of the foregoing, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is in the best interests of the Village to approve the Land Use Relief;

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

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

Section 2. Approval of Land Use Relief. The findings of fact and Recommendation of the PZBA are hereby adopted and, in accordance with

said findings and Recommendation, the Village Board approves the Land Use Relief for the Subject Property.

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

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

[Remainder of Page Intentionally Blank]

PASSED this ____ day of _____ 2020.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this ____ day of _____ 2020.

Kenneth A. Peterson, Jr., Village President

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

EXHIBIT A

Attachment 4 : 2020 Levy

Village of Steger
Levy Analysis
For Tax Levy Year 2020

	2017	2018	2019	Tentative Estimated 2020	Increase (Decrease)	
EAV	106,966,784	109,003,473	110,001,939	121,002,133		
Tax Rate	1.9979	1.9691	1.9898	1.8630		
Corporate	421,449	410,289	406,677	406,677	0	
Police Pension	347,107	438,084	495,558	540,000	44,442	
I.M.R.F.	59,473	57,880	57,421	57,421	0	
Public Benefit	17,863	17,440	17,270	17,270	0	
Playground & Recreation	74,341	72,378	71,721	71,721	0	
Fire Protection	213,184	207,542	205,703	205,703	0	
Police Protection	89,317	86,984	86,131	86,131	0	
Civil Defense	1,390	1,308	1,320	1,320	0	
Social Security	94,237	91,671	90,861	90,861	0	
Auditing	26,741	26,051	25,850	25,850	0	
Liability Insurance	723,844	704,816	698,622	719,581	20,959	
Street Lighting	17,863	17,440	17,270	17,270	0	
Crossing Guards	11,980	11,663	11,550	11,550	0	
Municipal Band	2,995	2,834	2,860	2,860	0	
	2,101,784	2,146,380	2,188,814	2,254,215	65,401	2.99%
Debt Service						
Purchase Agreements	35,257	0	0	0	0	
Total Village Debt Levy	35,257	0	0	0	0	
Total Village Levy	2,137,041	2,146,380	2,188,814	2,254,215	65,401	2.99%

CONTINGENT FEE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between Azavar Audit Solutions, Incorporated, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the Village of Steger an Illinois municipal corporation having its principal place of business at 3320 Lewis Avenue Steger, Illinois 60475 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional computer, data audit, compliance management, and management consulting services ("Services") in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The services and work provided shall be provided in substantial accordance with the below statements:

- (a) Azavar shall undertake a Municipal Audit Program on behalf of the Customer. As part of the Municipal Audit Program Azavar shall, on behalf of the Customer, separately review and audit each fee, ordinance, contract, franchise agreement, utility tax, locally administered taxes or fees, locally imposed occupation tax, ad valorem tax, excise tax, taxpayer, franchise fee, utility service fee, intergovernmental or other remittances to the Customer, and expense imposed by or upon the Customer within the Customer's corporate boundaries ("Audits") including, but not limited to local businesses, electric, gas, cable, telecommunications, refuse, and water providers ("Providers") on behalf of the Customer. Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to state and local sales/use/occupation taxes, including amusement taxes, business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and Illinois state law, the Customer's own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits findings of monies paid, due, or potentially due to the Customer for review by the Customer ("Findings"). Where already allowable by existing Customer contracts or agreements or Federal, State, or local laws or ordinances, this Agreement authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement without Azavar's prior written consent.
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.
- (e) During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.
- (f) Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees on a time and materials basis for that audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;
- (g) The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;
- (h) Each audit is expected to last at least six (6) months. Each subsequent audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping audit work may take place at the discretion of Azavar. Audit timelines are set at the discretion of Azavar;
- (i) Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and Liaison and will occur approximately every quarter;

- (j) Jason Perry, Municipal Audit Program Manager, and Azavar specialists will be auditors under this agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

1.2 Customer agrees to provide reasonable facilities, space, desks, chairs, telephone and reasonably necessary office supplies for Consultants working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

2. **INDEPENDENT CONTRACTOR.** Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Illinois Department of Revenue solely for the purpose of reviewing data provided by the Illinois Department of Revenue.

3. **PAYMENT TERMS.**

3.1 Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. Customer shall remit payment to Azavar in accordance with the Local Government Prompt Payment Act. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement and seek recovery of all estimated fees due to Azavar based on Findings. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the customer. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

3.2 Customer shall pay Azavar an amount equal to forty-five (45) percent of any new revenues or prospective funds recovered per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any retroactive funds, any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of any retroactive funds, savings, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

3.3 As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to forty-five (45) percent of prospective savings approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to forty-five (45) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

3.4 To the extent that any payment is due to Azavar after April 30, 2021 (the "Illinois Date"), this Section 3.4 shall apply:

- (a) Azavar shall estimate the total amount due after the Illinois Date and shall bill Customer for this amount on or before one (1) day before the Illinois Date, with a due date of the Illinois Date.
- (b) Notwithstanding the due date of the Illinois Date, Azavar shall toll all contractual and statutory remedies (including the Local Government Prompt Payment Act.) for nonpayment until sixty (60) days following the Illinois Date.
- (c) If Customer signs a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date, payment terms shall revert those that would have applied in the absence of this Section 3.4.
- (d) If Customer does not sign a new contract (or contract amendment) with Azavar on or before sixty (60) days following the Illinois Date and has not paid the bill that was due on or before one (1) day before the Illinois Date within sixty (60) days following the Illinois Date, Customer shall be in default, retroactive to the Illinois Date and agrees that the Local Government Prompt Payment Act is applicable and has not been waived by Azavar.
- (e) Both Azavar and Customer agree that neither party is admitting or acknowledging that 65 ILCS 5/8-1-7(a)-(b) is or is not applicable to this Agreement and both Azavar and Customer agree that this Agreement shall not be used in support of an argument for or against such applicability.

4. **CONFIDENTIAL INFORMATION**

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include:

(i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under Illinois' Freedom of Information Act (5 ILCS 145/1 *et seq.*).

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under the Statement of Work hereto.

5. **INTELLECTUAL PROPERTY**

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. **DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. **TERMINATION**

7.1 Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

8. **NOTICES.** Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, Illinois 60604

If to Customer
Village Attorney
Village of Steger
3320 Lewis Avenue
Steger, Illinois 60475

9. **ASSIGNMENT.** Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. **USE OF CUSTOMER NAME.** Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar unless such an endorsement is provided by customer.

11. **COMPLETE AGREEMENT.** This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER VILLAGE OF STEGER, ILLINOIS

By _____

By _____

Title _____

Title _____

Date _____

Date _____