VILLAGE OF STEGER

BOARD OF TRUSTEES REGULAR MEETING AGENDA ALSO BEING HELD VIA

Teleconference #312.626.6799 Meeting ID#743-200-6772 Passcode #100801

There is limited space available for in person please email Administrator Seehausen at mseehausen@villageofsteger.org
3320 Lewis Avenue, Steger IL 60475

August 3, 2020 7:00pm

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITIONS -
- D. MINUTES of July 20, 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
 - 7. Mayor's Report

G. PAYING OF THE BILLS:

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 AUGUST 03, 2020 BOARD OF TRUSTEE REGULAR MEETING AGENDA

- H. CORRESPONDENCE
- I. UNFINISHED BUSINESS:
- J. NEW BUSINESS:

ORDINANCE NO 1239:

AN ORDINANCE AUTHORIZING THE VILLAGE OF

STEGER TO ENTER INTO A CERTAIN LETTER

AGREEMENT WITH SCREMENTI'S RESTAURANT, INC.
TO REDEVELOP CERTAIN REAL PROPERTY LOCATED
WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK

AND WILL, STATE OF ILLINOIS

ORDINANCE NO. 1240:

AN ORDINANCE AUTHORIZING THE ESTABLISMENT OF

STOP SIGNS ON WEST 32ND STREET AND MORGAN

STREET FOR THE VILLAGE OF STEGER

K. EXECUTIVE SESSION:

For the purposes of discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body pursuant to 5 ILCS 120/2©(1)

- L. Reconvene from executive session and possible action from discussion.
- M. Adjournment

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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 20th day of July, 2020 in Steger Village Hall 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 Administrator Seehausen called the roll. The following Trustees were present, Joyce, Kozy, Skrezyna and Buxton, and Mayor Peterson in person. Trustees Perchinski and Lopez, and Village Clerk Zagone were present via phone.

Also present were: Village Administrator Mary Jo Seehausen, Director of Public Infrastructure Dave Toepper, Police Chief Patrick Rossi, EMA Chief Tom Johnston and Fire Chief Nowell Fillion either in person or by phone.

AWARDS, HONORS AND SPECIAL RECOGNITION

Mayor Peterson asked for a moment of silence to honor three people who had recently died who all had big affects on the Village of Steger. Jolyn Bishop was very active in the community and had run for public office. Former Police Chief Richard Stultz and most recently, Matt Wetzel who served on our Police and Fire Commission and also was our Social Media person who helped keep our Village Residents informed.

MINUTES

Trustee Lopez made a motion to approve the minutes of the May 4th regular meeting as written since everyone had copies. 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.

PUBLIC COMMENT

None

REPORTS

Village Administrator Mary Jo Seehausen The Village has been awarded a grant due to the efforts of local Realtor and Resident Cindy Trotier in coordination with Administrator Seehausen and Infrastructure Director Toepper. The grant in the amount of \$20,000 that will be used to upgrade the lighting and appearance of Halsted Blvd in the area of the Gazebo. New benches and lighting will be added

along with new landscaping to improve the area. We will also be doing a Community Day for Volunteers to come out next Wednesday at 11 am.

The Quiet Zone is in the final processes finally now that all parties involved are now back to business. All of the documents are now in order and we are looking at mid-August for this to be done.

The Village has received a letter from Thorn Creek Sanitary Basin informing us that they are raising the rate from 1.583 per cu. ft. to 2.17. So our resident will see \$9.12 per year increase. This went into effect on July 1st.

Director of Public Infrastructure Dave Toepper No report.

Fire Chief Nowell Fillion So far this year we are just under 1,000 runs to date. We are working with our contract provider to secure more money through Medicare and Medicaid. These talks should provide more revenue for our calls. We are in discussions to replace heart monitors for our ambulances. We have good news that one new cadet has started with us and we do have two more applications that we received this week. Finally, Lifesaving Code has been upgraded to 2015 standards. Our current is 2012 which is very high for now and is up to date. We will be looking to upgrade again in the near future. Chief Fillion took some questions to clarify some of the information he provided. Chief Fillion also provided information in regards to the departments response to COVID-19. All protocols have been met and number of transports have been low. Chief also compared our call numbers for the past year with those with Crete. We seem to do more than Crete that has more paid personnel than Steger, so staffing may be looked into in the future. Call numbers have gone up and it is getting harder to keep up with current staffing.

Police Chief Patrick Rossi. Mayor Peterson announced that Chief Rossi has decided to retire towards the end of this year. Chief Rossi will work with the Village in search for and transition to our new Chief.

Chief Rossi thanked the Mayor for his kind words and said he will still be around to be active in our community. With that he had no other report at this time.

EMA Chief Tom Johnston Reported that we are still getting quotes on fixing the siren. We have been keeping up with patrols and emergency response as needed.

Village Attorney James Vasselli was present via zoom, but had nothing to report.

Treasurer Trustee Buxton gave a report as of the end of May. Provided were highlights from our key revenue categories that have been affected by COVID-19. Property tax is down about 1.8% compared to last year, sales tax is down 15.9% and income tax is down significantly. In all we are down about \$123,000 or 8.3%

Minutes July 20, 2020 page 3

reduction. Our budgeting and adjustments made since the shut down has kept us going.

TRUSTEES' REPORTS

Trustee Buxton Offered his sympathy on the loss of the three individuals mentioned earlier and especially Matt Wenzel who I knew very well. Obviously, Matt made a great impact on our Village. He will be deeply missed.

Trustee Skrezyna Offered thanks to Cindy Trotier for her efforts in getting the grant to help beautify our Village.

Trustee Lopez Echoed Trustee Perchinski's remarks and thanked all who are helping get us through COVID-19. In addition, would like to investigate the possibility of placing stop signs at 32nd and Morgan. It is seen as a safety issue due to numerous blocks with no stop signs.

Trustee Kozy No report.

Trustee Perchinski Thanks to our First Responders for working through this crisis. My condolences to all the families of those lost. We will miss Matt very much.

Trustee Joyce In the process of getting permanent video monitoring solution. Waiting for vendors to get information to me that I will share with Administrator Seehausen.

VILLAGE CLERK No report.

PRESIDENT PETERSON As all are aware, news reports regarding COVID-19 show that increases in cases is causing some areas to increase restrictions. Chicago is rolling back to phase 3 and Indiana has closed its beaches. The Village of Steger has not gone back or shut anything down. We will continue to follow State Guidelines. We will send out Code Reds if anything changes.

BILLS

Trustee Skrezyna made a motion to approve the bills. 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.

NEW BUSINESS:

Trustee Perchinski made a motion to approve ORDINANCE No.1238: AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH CERTAIN MEMBERS OF MUTUAL AID BOX ALARM SYSTEM DIVISION 27 FOR THE VILLAGE OF STEGER, ILLINOIS. 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.

Regarding Mobile Data Terminals for our Police Squad Cars that are outdated. Trustee Skrezyna made a motion to approve the purchase of 8 new MDT from Getac Solutions. 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.

Phil Panozzo introduced himself and went over the plans he has to remodel the former J. Martin's Tap. The long time Steger Business will be updated and provide food, drink and entertainment. Outdoor seating is planned and a future residence to make the facility mixed use.

Trustee Skrezyna made a motion to approve a Business License for Austin Community Tavern located at 81 E 34th St. pending inspections. Trustee Perchinski 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 Joyce made a motion to approve a Liquor License for Austin Community Tavern located at 81 E 34th St. with the following classifications: A-1, P-2 and ENT. 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.

Trustee Perchinski made a motion to approve a Business License for Steger Threading Bar located at 35 E 34th St. pending inspections. Trustee Joyce 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 request from St. Liborius Parish to host their Parish Picnic on Sunday September 13, 2020 and their request to use the Boulevard in front of the church for this event. 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.

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Trustee Skrezyna made a motion to approve the request from Steger Kiwanis Club to host their Annual Peanut Day on Friday September 25, 2020. 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.

There being no further business,

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

Meeting adjourned at 8:01 pm.

Kenneth A. Peterson, Jr., Village President

Joseph M. Zagone, J., Village Clerk

Village of Steger

A / P WARRANT LIST

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PAYABLE TO CHECK DATE CHECK NO **AMOUNT** INV NO G/L NUMBER DESCRIPTION DIST ROSA MALDONADO MARITNEZ 3217 FLORENCE 01-00-15003 REFUND PERMIT 167.00 GREENSCAPE TREE & TURF PROFESSIONALS INC 51273 01-00-32900 MAINT GROUNDS 952.00 GUARANTEED TECHNICAL SERV & CONSULT INC 2020-00276 01-00-32901 MAINT COMPUTER 151.06 NICOR GAS 0316 8 071020 01-00-33200 **HEAT** 19.17 NICOR GAS 303196 071020 01-00-33200 HEAT 63.91 AT&T 708754369007 01-00-33700 **TELPHONE** 19.74 QUADIENT LEASING USA, INC N8400898 01-00-33901 RENTAL EQUIPMENT 507.21 DEL GALDO LAW GROUP LLC 24725 01-00-34100 LEGAL SERVICES 2100.00 GIANOPOLUS, DENNIS G. P.C. 18476 01-00-34100 783.75 LEGAL SERVICES GW & ASSOCIATES, 2007518 01-00-34500 CONSULTING SERVIC 7000.00 PROSHRED SECURITY 990061122 01-00-38917 SHREDDING DISPOSA 45.00 PROSHRED SECURITY 990061123 01-00-38917 SHREDDING DISPOSA 50.00 TOTAL FOR FUND 01 DEPT. 00 11858.84 MUNICIPAL COLLECTION SERVICES 017131 01-06-34901 C TICKET EXPENSES 442.59 TOTAL FOR FUND 01 DEPT. 06 442.59 JAMES HERR & SONS 112623 01-07-31805 MAINT VEHICLE 299.20 MUNICIPAL COLLECTION SERVICES 017132 01-07-34902 ADMI BLD CODE 3491.62 TOTAL FOR FUND 01 DEPT. 07 3790.82 MONARCH AUTO SUPPLY INC 6981-498422 01-20-31805 MAINT VEHICLES 127.32 MONARCH AUTO SUPPLY INC 6981-498424 01-20-31805 MAINT VEHICLES FD 24.99 NICOR GAS 303196 071020 01-20-33200 NATURAL GAS 63.90 CINTAS CORPORATION LOCKBOX 5020218860 SHOP SUPPLIES 01-20-33501 90.74 THE HOME DEPOT FCH-007198895 01-20-33501 SHOP SUPPLIES 114.97 COMCAST 54689 072020 01-20-33700 **TELPHONE** 140.90

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Village of Steger
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BRITES CARTA	GE LTD			
BRITES TRANS	32533	06-00-31204	MAIN PATCHING	1667.42
CORE & MAIN	73880	06-00-31204	MAINT PATCHING	1414.60
CORE & MAIN	M610605	06-00-31504	MAINT MAINS	1187.91
M&J UNDERGRO	M674175 UND. INC	06-00-31504	MAINT MAINS	(654.00
GUARANTEED M	M20-0201	06-00-31504.01	MAINT CONTRACTOR	9356.50
JAMES HERR &	24683	06-00-31805	MAINT VEHICLES	166.79
McCANN INDUS	112610	06-00-31805	MAINT VEHICLES	47.50
MONARCH AUTO	P05279	06-00-31805	MAINT VEHICLES	108.68
	6981-499285 SERVICE CORP	06-00-31805	MAINT VEHICLES	50.47
	25022	06-00-31805	MAINT VEHICLES	28.89
	SERVICE CORP 273457 273467	06-00-31805	MAINT VEHICLES	10.00
	SERVICE CORP 273457 273467	06-00-31805	MAINT VEHICLES	20.00
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ACE HARDWARE	070920 IN STEGER	06-00-33400	PRINTING SUPPLIES	300.00
	JUNE STATEMENT RATION LOCKBOX	06-00-33501	SHOP SUPPLIES	100.14
HINCKLEY SPRI	5020218875	06-00-33501	SHOP SUPPLIES	63.69
SOUTH HOLLAND	17155979071520	06-00-33501	SHOP SUPPLIES	61.62
USA BLUE BOOK	468837	06-00-33501	SHOP SUPPLIES	18.01
	293832 ROLS SECURITY SOLU	06-00-33501	SHOP SUPPLIES	84.32
	34551668	06-00-33704	SECURITY SYSTEM	225.30
REPUBLIC SERV	0721-006557962	06-00-33710	GARBAGE CONTRACT	61953.11

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	UNIFIRST CORPORATION 062 04026215 UNIFIRST CORPORATION 062 0405764	06-00-33800 06-00-33800	UNIFORM SERVICE UNIFORM SERVICE	9.88
	UNIFIRST CORPORATION 062 0406696 UNIFIRST CORPORATION	06-00-33800	UNIFORM SERVICE	95.17
	062 0407632 UNIFIRST CORPORATION 0620400107	06-00-33800	UNIFORM SERVICE	95.17
	AIDE RENTALS & SALES 129035-1	06-00-33800 06-00-33901	UNIFORM SERVCIE RENTAL EQUIP	58.75
	TOTAL FOR FUND 06	DEPT. 00		81076.95
	TOTAL FOR FUND 06		81076.95	
	SHOREWOOD HOME & AUTO, INC. 02-187873	07-00-31800	MAINT TOOLS	220.38
	GUARANTEED MUFFLER 24683	07-00-31805	MAINT VEHICLES	166.78
	JAMES HERR & SONS 112610 KEITH'S POWER EQUIPMENT INC	07-00-31805	MAINT VEHICLES	47.50
	89831 MCCANN INDUSTRIES INC	07-00-31805	MAINT VEHICLES	49.76
	P05279 MONARCH AUTO SUPPLY INC 6981-499285	07-00-31805 07-00-31805	MAINT VEHICLES	108.68
	T.R.L. TIRE SERVICE CORP 273457 273467	07-00-31803	MAINT VEHICLES MAINT VEHICLES	50.47 10.00
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	ACE HARDWARE IN STEGER JUNE STATEMENT CINTAS CORPORATION LOCKBOX	07-00-33501	SHOP SUPPLIES	108.41
	5020218875 HINCKLEY SPRINGS	07-00-33501	SHOP SUPPLIES	63.68
	17155979071520 SOUTH HOLLAND PAPER CO.	07-00-33501 07-00-33501	SHOP SUPPLIES	61.61
	468836 UNIFIRST CORPORATION 062 04026215	07-00-33301	SHOP SUPPLIES UNIFORM SERVICE	164.51 9.88
	UNIFIRST CORPORATION 062 0405764	07-00-33800	UNIFORM SERVICE	109.72
	UNIFIRST CORPORATION 062 0406696 UNIFIRST CORPORATION	07-00-33800	UNIFORM SERVICE	95.17
	062 0407632 UNIFIRST CORPORATION	07-00-33800	UNIFORM SERVICE	95.17
	0620400107 INGALLS OCCUPATIONAL HEALTH	07-00-33800	UNIFORM SERVCIE	58.75
	289784	07-00-34200	MEDICAL SERVICES	100.00

DEPT. 00

1540.47

TOTAL FOR FUND 07

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EXCEL ELECTR		08-00-31400	MAINT WATER BREAK	410.00
EXCEL ELECTR		08-00-31400	MAINT STREET LIGH	712.50
COMED	124549	08-00-31400	STREET LIGHTS	3838.46
COMED	84103 071420	08-00-33102	ELECTRIC 3400 SAN	1660.51
	99093 071720	08-00-33102	ELECTRICITY 30TH	4236.30
TOTAL FOR	FUND 08	DEPT. 00		11345.01
TOTAL FOR	FUND 08		11345.01	
PRO-AM TEAM	SPORTS AAQ003284	13-50-37305	NEW UNIFORMS BASK	168.00
TOTAL FOR	FUND 13	DEPT. 50		168.00
PRO-AM TEAM	SPORTS AAF013764	13-53-37305	NEW UNIFORMS SOFT	114.00
TOTAL FOR	FUND 13	DEPT. 53		114.00
TOTAL FOR	FUND 13		282.00	
VISION SERVI	CE PLAN (IL)	45 00 2004		
HUMANA DENTAI	809929855 L INSURANCE COMPA	NY	HEALTH INSURANCE	759.32
	181931823	15-00-36903	DENTAL INSURANCE	3451.99
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TOTAL FOR	FUND 15		4211.31	
COMCAST	72250 071020	16 00 22700	TEL EDUANT	m./
COMCAST	72350 071020	16-00-33700	TELEPHONE	74.38
	72350 071020	16-00-33701	CABLE	100.89
TOTAL FOR	FUND 16	DEPT. 00		175.27

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TOTAL FOR FUND 16

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01			CORPOR	RATE	45469.69
03			PLAYGR	ROUND/RECREATION	817.61
06			WATER/	SEWER FUND	81076.95
07			ROAD &	BRIDGE	1540.47
80			MOTOR	FUEL TAX	11345.01
13			BOOSTE	R CLUB	282.00
15			LIABIL	ITY INSURANCE FUND	4211.31
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	TOTAL	FOR REG	ULAR C	HECKS:	144,918.31

Village of Steger
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7	TOTAL FOR	FUND 1	.3		DEPT. 5	3				600.00	
Т	OTAL FOR	FUND 1	3					2450.00			
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STATE OF ILLINOIS

COUNTIES OF COOK AND WILL

AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN LETTER AGREEMENT WITH SCREMENTI'S RESTAURANT, INC. TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF 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, Scrementi's Restaurant, Inc. (the "Developer") is the owner of the real property located at 3760 Chicago Rd., Steger, Illinois 60475 (the "Subject Property"); and

WHEREAS, there exists a certain letter agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which the Developer will redevelop the Subject Property; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "TIF Act"), the Village previously adopted a series of ordinances (the "TIF Ordinances") designating a Redevelopment Area (as defined below), approving a redevelopment plan and project for the Redevelopment Area (the "Plan") and adopting tax increment financing ("TIF") for certain costs incurred in relation to redevelopment projects located within the Redevelopment Area; and

WHEREAS, in accordance with the Plan, the Subject Property is located in the Village's redevelopment area identified as TIF District #2 (the "Redevelopment Area"); and

WHEREAS, pursuant to the TIF Ordinances, the Plan and the TIF Act, the Developer may be eligible to receive TIF funds for certain redevelopment project costs incurred in connection with the redevelopment of the Subject Property; and

WHEREAS, the President and the Village Board of Trustees (collectively, the "Corporate Authorities") have determined that the redevelopment of the Subject Property is in the best interests of the Village as it will, among other things, aid the Village in: (a) eliminating blight factors and characteristics associated with the Redevelopment Area; (b) facilitating the redevelopment of the Redevelopment Area; (c) improving the environment of the Village; (d) increasing economic activity within the Village; (e) promoting and achieving the goals of the Plan; and (f) producing increased tax revenues for the various taxing districts authorized to levy taxes on the Subject Property; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting Village business and the effective administration of government that the Village execute, enter into and approve 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's 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 ORDAINED by the President 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 and determine that it is necessary and advisable and otherwise in the best interests of the Village to execute,

enter into and approve an agreement with terms substantially the same as the terms of the Agreement.

SECTION 3: The Agreement is hereby approved with such insertions, omissions and changes as shall be approved by the President and the Attorney.

SECTION 4: The Attorney 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: The President is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Corporate Authorities further authorize the President or his designee to execute any and all additional 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 such documents, as required. Notwithstanding any provision of this Ordinance or the Agreement to the contrary, in the event that any provision in this Ordinance conflicts with any provision in the Agreement, the provision in the Agreement shall control.

SECTION 6: 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 7: The provisions of this Ordinance are hereby declared to be severable, and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 8: All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 9: 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.

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PASSED this Zna day of August, 2020.	
Joseph M. Zagone, Jr., Village Clerk	_
APPROVED this Znd day of August, 2020.	

Kenneth A. Peterson, Jr., Village President

Roll call vote: Voting in favor: Joye, Perchinski, Kozy, Lopez, Slerezyna, Barton, Petersor Voting against: o Not voting:

EXHIBIT A

August 3, 2020 Via USPS and Electronic Mail

Scrementi's Restaurant, Inc. Attention: Andy Qunell

Re: Letter Agreement - Reimbursement of Eligible Project Costs

Dear Mr. Qunell,

This letter agreement (the "Agreement") is hereby entered into by and between the Village of Steger, Illinois (the "Village") and Scrementi's Restaurant, Inc. ("Scrementi's"), which owns the property commonly known as 3760 Chicago Rd., Steger, Illinois 60475 (the "Property") (the Village and Scrementi's are sometimes referred to herein individually as a "Party", and collectively as the "Parties") as set forth below. By executing this Agreement, the Parties agree to be bound in accordance with the following terms:

- 1. <u>Purpose</u>. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to cure the blight existing thereon; to promote the health, safety, and welfare of the Village and its residents; to prevent the spread of the blighted conditions and characteristics; to encourage further private investment and development in the Village to enhance the Village's tax base; to increase employment opportunities for Village residents; and to enhance the future tax revenues for those overlying taxing bodies that levy taxes on the Property, and within the area.
- 2. <u>Term.</u> This Agreement shall become effective upon the execution hereof by each of the Parties hereto (the "Effective Date") and shall remain in full force and effect, unless earlier terminated pursuant to the terms of this Agreement, for a period of __(_) years after the Effective Date (the "Term").
- 3. <u>Project</u>. Scrementi's has taken certain steps to improve, and in preparation to improve, and will take further steps to improve its premises located on the Property in accordance with the documentation attached hereto and incorporated herein as Group Exhibit A (the "Project").
- 4. <u>Scrementi's Obligations</u>. Scrementi's, as a material inducement to the Village to provide the Reimbursement Payments (as defined herein), shall undertake the Project.
 - a. Notwithstanding anything to the contrary in this Section 4, Scrementi's shall undertake the Project in substantial compliance with the zoning, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, which were submitted to and approved by all necessary Village commissions, boards, and departments. Scrementi's shall always operate and maintain its premises in conformance with all applicable Village, state, and federal laws, statutes, ordinances, codes, rules, and regulations, including, without limitation, all applicable zoning ordinances, building codes, environmental codes, and life safety codes of the Village ("Laws").
 - b. Scrementi's shall complete, or has completed, the Project in accordance with the timeline and completed benchmarks as requested and as deemed applicable by the Village, and shall also provide sufficient supporting documents including sworn contract statements and lien waivers to substantiate the work completed on the Property.
 - c. No construction, improvement, or development of any kind shall be permitted on any portion of the Property unless and until Scrementi's has received approval from all necessary Village commissions, boards and departments, and has been issued valid and

binding building permits and in accordance with Laws, to the extent such approvals are required by law. A valid and binding certificate of occupancy has been issued for the Property, and Scrementi's may operate its business and occupy the Property.

5. Reimbursement Payments to Scrementi's.

- a. The Village shall reimburse Scrementi's for reimbursable costs associated with the Project (the "Reimbursement Payments"). The total amount of Reimbursement Payments that may be made pursuant to this Agreement to Scrementi's shall not exceed the sum of \$99,974.00 (the "Reimbursable Amount"). Upon the receipt by Scrementi's of the Reimbursable Amount in Reimbursement Payments hereunder, or upon the reimbursement of all reimbursable costs associated with the Project upon its completion, the right of Scrementi's to receive Reimbursement Payments hereunder shall immediately terminate and become of no further force or effect.
- b. Reimbursement Payments shall be made by the Village pursuant to this Section 5 without the necessity of any further action by the Corporate Authorities of the Village. Provided all conditions precedent to payment are satisfied, the Village shall pay to Scrementi's within thirty (30) days of the Village's receipt of documentation sufficient to establish that Scrementi's has incurred reimbursable costs in accordance with this Agreement.
- c. The payment of the obligations under this Agreement shall not be a general debt or obligation due and owing from the Village or charge against its general credit or taxing powers, but shall be payable solely out of real estate property tax increment collected by the Village that may be expended for reimbursable costs associated with the Project. The Village shall be under no obligation to make any payments under this Agreement other than payments which, in the Village's sole and absolute discretion, are permissible reimbursable project costs pursuant to the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-1 et. seq.]. The Village shall be under no obligation to make any payments under this Agreement after the expiration of the Agreement.
- 6. <u>Insurance</u>. Scrementi's shall procure and maintain at Scrementi's own expense, or cause to be provided and maintained, during the Term of this Agreement, the types and limits of insurance specified below, covering all operations under the Agreement, whether performed by Scrementi's or by Scrementi's agent.
 - a. <u>During Construction</u>. From the commencement of any of construction of the Project until completion of the Project, Scrementi's shall procure and maintain:
 - i. Workers Compensation and Employers Liability Insurance. Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.
 - ii. Commercial General Liability Insurance. Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards.

- The Village is to be named as an additional insured on a primary, non-contributory basis.
- iii. Automobile Liability Insurance. Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.
- iv. All Risk/Builders Risk. When Scrementi's undertakes any construction, Scrementi's must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. The Village is to be named as an additional insured and loss payee if applicable.
- v. Professional Liability. When any architects, engineers, construction managers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000.00, including contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.
- vi. Independent Contractors and Subcontractors. Scrementi's shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.
- b. <u>Post-Construction</u>. After the completion of construction, Scrementi's shall procure and maintain the following:
 - i. All Risk Property Insurance. All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the Project. The Village is to be named as an additional insured on a primary, noncontributory basis.
 - ii. Commercial General Liability Insurance. Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The Village is to be named as an additional insured on a primary, noncontributory basis.
- c. <u>General Insurance Requirements</u>. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:
 - i. Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the Village;

- ii. Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;
- iii. Waive all rights of subrogation of insurers against the Village, its employees, elected officials, and agents; and
- iv. Specifically name Scrementi's as a named insured.
- v. Specifically name the Village as an additional insured.
- d. <u>Certificates</u>. Within sixty (60) days of the Effective Date and by December 31 of each calendar year thereafter in which the Agreement is in effect, Scrementi's shall furnish the Village with a certificate(s) of insurance effecting coverage as required under this Section 6. In addition, Scrementi's shall annually furnish the Village copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the Village to obtain certificates or other insurance evidence is not a waiver by the Village of any requirements for Scrementi's to obtain and maintain the specified coverages.
- e. <u>Deductibles</u>. Any deductibles or referenced insurance coverages must be borne by Scrementi's or its independent contractors or subcontractors.
- f. No Offset or Contribution. The insurance requirements set forth in this Section 6 shall in no way limit or be used to offset against Scrementi's indemnification obligations under this Agreement.
- 7. <u>Indemnification</u>. Scrementi's agrees to indemnify, defend and hold the Village, its employees, agents, independent contractors and consultants (collectively, the "Village Indemnified Parties") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs), save those caused by the acts or omissions of the Village Indemnified Parties, suffered or incurred by the indemnitee arising from or in connection with: (i) the indemnitor's failure to comply with any of the terms, covenants and conditions contained within this Agreement, (ii) the existence of any material misrepresentation or omission in this Agreement, including Exhibits, that is the result of information supplied or omitted by the indemnitor or its agents, employees, contractors or persons acting under the control or at the request of the indemnitor, or (iii) the indemnitor's failure to cure any misrepresentation by the indemnitor in this Agreement. The rights and obligations under this Section 7 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination.

8. <u>Prevailing Wage</u>.

a. Scrementi's shall comply with and shall require its contractor(s) to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., in relation to the development and construction of the Project. Compliance with the Illinois Prevailing Wage Act, to the extent that it applies, shall be the obligation of Scrementi's, and Scrementi's shall indemnify and hold harmless the Village from and against liabilities that might attach for non-compliance.

- b. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the Scrementi's contractors and subcontractors have an obligation to check the Department's website for revisions to prevailing wage rates. Information regarding current prevailing wage rates is available at the Department's website. All of Scrementi's contractors and subcontractors rendering services contemplated by this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage requirements and notice and record keeping duties.
- 9. <u>Knowing Release</u>. In executing this Agreement, each Party hereto acknowledges that it has consulted with and received the advice of counsel or had the opportunity to consult with and receive the advice of counsel, and that the Parties have executed this Agreement after independent investigation and without fraud, duress, or undue influence.
- 10. Authority. Each person executing this Agreement represents and warrants that (i) he or she has the power, right and authority to execute this Agreement and to carry out the intent hereof or cause the same to occur and (ii) the execution and delivery of this Agreement shall not violate or contravene any agreement, contract, security agreement or indenture to which (as applicable) Scrementi's or the Village is a Party or by which it is bound or requires the consent of any Party to any of the foregoing.
- 11. <u>Attorney Fees</u>. If any Party initiates legal proceedings to enforce its rights under this Agreement, the substantially prevailing Party shall be entitled to reimbursement of its reasonable attorney fees, costs, expenses and disbursements from the other Party.
- 12. <u>Final and Complete Expression</u>. This Agreement is the final and complete expression of the Parties. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all the Parties hereto.
- 13. <u>Severability</u>. If any provision in this Agreement is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Agreement.
- 14. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

Very Truly Yours,

Kenneth Peterson, Mayor, Village of Steger

ACCEPTED AND AGREED:
Dated this day of 2020
THE VILLAGE OF STEGER, An Illinois municipal corporation,
By:
Its:
*
ACCEPTED AND AGREED:
Dated this day of 2020
SCREMENTI'S RESTAURANT, INC., An Illinois corporation,
By:
Ita

GROUP EXHIBIT A

ORDINANCE	NO.	1240

STATE OF ILLINOIS)
COUNTIES OF COOK)
AND WILL)

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF STOP SIGNS ON WEST $32^{\rm ND}$ STREET AND MORGAN STREET FOR 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, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) and Section 11-302 of the Illinois Vehicle Code (625 ILCS 5/11-302) provide that a municipality may regulate the use of the streets and other municipal property and erect stop signs on streets and highways under its jurisdiction; and

WHEREAS, the Village operates and maintains a road network as part of its municipal function; and

WHEREAS, traffic control is an essential part of the operation of the road network; and

WHEREAS, currently there are no traffic control signals regulating both westbound and eastbound traffic on West 32nd Street at the intersection of West 32nd Street and Morgan Street (the "Intersection"); and

WHEREAS, due to the lack of traffic control signals in this area, the local traffic congestion poses a danger to pedestrians and motorists; and

WHEREAS, 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 the installation of one (1) stop sign on West 32nd Street at Morgan St. stopping eastbound traffic and one (1) stop sign on West 32nd Street at Morgan St. stopping westbound traffic (collectively, the "Stop Signs"), making the Intersection a fourway stop, is necessary to protect the health, safety and welfare of the residents of the Village;

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

ARTICLE I. IN GENERAL

Section 1.0: Incorporation Clause.

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

Section 2.0: Purpose.

The purpose of this Ordinance is to authorize the installation and placement of the Stop Signs at the Intersection in the Village in order to regulate traffic and protect the health, safety, and welfare of the residents of the Village.

ARTICLE II. AUTHORIZATION

Section 3.0: Authorization.

The Corporate Authorities hereby authorize and approve the installation and placement of the Stop Signs at the Intersection in order to regulate traffic and protect the

health, safety, and welfare of the residents of the Village. Village staff are hereby directed to install and place the Stop Signs at the Intersection as soon as practicable.

Section 3.1: Other Actions Authorized.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the Ordinance and shall take all action necessary in conformity therewith, including taking all necessary steps to ensure the proper installation and continuing maintenance of the Stop Signs located at the Intersection. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Ordinance.

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

Section 4.0: Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for 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.

Section 5.0: Severability.

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

Section 6.0: Superseder.

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

Section 7.0: Publication.

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

Section 8.0: Effective Date.

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

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PASSED this Zre day of August, 2020.
Joseph M. Zagone, Jr. Village Clerk
APPROVED this 2nd day of August, 2020.
Kenneth A. Peterson, Jr., Village President

Roll call vote:
Voting in favor: Topce, Perchinson, Kory, Lopez, Surezyna, Button, Petuson
Voting against: &
Not voting: &