

VILLAGE OF

STEGER

BOARD OF TRUSTEES REGULAR MEETING AGENDA

ALSO BEING HELD VIA

Teleconference #312.626.6799 Meeting ID# 821 4409 0029

Passcode# 579274

3320 Lewis Avenue, Steger IL 60475

TUESDAY FEBRUARY 16, 2021 7:00pm

- A. PLEDGE OF ALLEGIANCE

- B. ROLL CALL

- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
 - Presentation by Mark Daniel's of GTSAC for moving the village from coax to fiber and for adding GTSAC Managed Services Agreement.

- D. MINUTES of February 1, 2021 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

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

TUESDAY FEBRUARY 16, 2021 BOARD OF TRUSTEE REGULAR MEETING AGENDA

4. Treasurer
5. Trustee/Liaison
6. Clerk
7. Mayor's Report

G. PAYING OF THE BILLS:

H. CORRESPONDENCE

I. UNFINISHED BUSINESS:

J. NEW BUSINESS

ORDINANCE NO.1256

**AN ORDINANCE AUTHORIZING THE VILLAGE OF
STEGER TO ENTER INTO A CERTAIN
AGREEMENT WITH LAMASTUS DEVELOPMENT,
INC. OR ITS NOMINEE TO REDEVELOP CERTAIN
REAL PROPERTY LOCATED WITHIN THE
VILLAGE OF STEGER, COUNTIES OF COOK AND
WILL, STATE OF ILLINOIS.**

Ratification of Temporary Business License for TALL GUY PROPERTIES,LLC.

Discussion and Consideration to contract with Comcast for fiber services.

Discussion and Consideration to contract with GTSAC for managed services.

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 1st day of February 2021 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Trustee Lopez 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, Perchinski, Kozy, Lopez and Skrezyna. Trustees Joyce and Buxton were absent. Mayor Peterson was absent.

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

Trustee Perchinski made a motion to appoint Trustee Ernie Lopez as Chairman Pro-tem. Trustee Kozy seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez and Skrezyna. Motion carried.

AWARDS, HONORS AND SPECIAL RECOGNITION

The appointment of Part Time Officers Eugene Fimbianti and Nicholas Rankovich was confirmed in a swearing in ceremony conducted by Village Clerk Zagone.

MINUTES

Trustee Perchinski made a motion to approve the minutes of the January 14th meeting as written. Trustee Skrezyna seconded the motion. Voice vote; all ayes. Motion carried.

AUDIENCE PARTICIPATION

None

Village Administrator Mary Jo Seehausen No Report.

Director of Public Infrastructure Dave Toepper No Report other than a few things to clean up regarding snow removal from the recent snow storm.

Fire Chief Nowell Fillion No Report.

Police Chief Kevin Shaughnessy No Report.

EMA Chief Tom Johnston No Report.

Village Attorney No Report.

Treasurer No Report.

TRUSTEES' REPORTS

Trustee Buxton No Report.

Trustee Skrezyna Thanked Dave Toepper and Public Works for all their hard work, they are out there until 3 am and back out at 6 am. They did a great job as always.

Trustee Lopez No Report

Trustee Kozy No Report.

Trustee Perchinski Thanked our Public Works and our Police, Fire and EMA for keeping us safe through this recent snow storm.

Trustee Joyce No Report.

VILLAGE CLERK No Report.

MAYORS REPORT No Report.

BILLS

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

CORRESPONDENCE None

UNFINISHED BUSINESS None

NEW BUSINESS:

Trustee Perchinski made a motion to approve ORDINANCE No. 1255: AN ORDINANCE APPROVING CERTAIN LAND USE RELIEF FOR THE PROPERTY LOCATED AT 22914 WOODLAWN AVENUE, STEGER, ILLINOIS. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez and Skrezyna. Motion carried.

Trustee Perchinski made a motion to approve the Business License Application from Tech 1 Heating to be located at 22914 Woodlawn Avenue in Steger, Illinois, pending inspections and to be ratified at the next Village Board Meeting. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez and Skrezyna. Motion carried.

Trustee Perchinski made a motion to approve RESOLUTION No. 1152: A RESOLUTION SUPPORTING LAW ENFORCEMENT AGENCIES AND THEIR MEMBERS WHO SERVE OUR COMMUNITIES AND CALLING ON GOVERNOR J.B. Pritzker to veto H.B. 3653. Trustee Skrezyna seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez and Skrezyna. Motion carried.

Trustee Kozy made a motion to approve the request from First Apostolic Church to reserve the Gazebo on June 4th and 5th for the Annual Communities for Christ Prayer Fest. Organizers will follow COVID protocol. Trustee Perchinski seconded the motion. Voice vote; all ayes. Motion carried.

Trustee Skrezyna made a motion to approve the Business License Application from Boyo's Market, Inc. located at 12 E 33rd Pl for Grocery Store/Food Service, pending inspections. Trustee Perchinski seconded the motion. Roll was called. The following Trustees voted aye; Perchinski, Kozy, Lopez and Skrezyna. Motion carried.

Minutes February 1, 2021 page 4

There being no further business,

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

Meeting adjourned at 7:15 pm.

Ernie Lopez, Chairman Pro-tem

Joseph M. Zagone, Jr., Village Clerk

DATE: 02/11/21

Thursday February 11, 2021

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
ALL-RIGHT SIGN, INC I5874		01-00-32901		MAINT.-COMPUTER S	3703.00
CINTAS CORPORATION LOCKBOX 5050226888		01-00-33500		OFFICE SUPPLIES	55.36
ABSOLUTE BEST CLEANING SERVICES, INC. 13500		01-00-33502		CLEANING SERVICE	600.00
QUADIANT FINANCE USA, INC. 32681 020321		01-00-33600		POSTAGE	621.15
COMCAST 81708 030121		01-00-33700		TELEPHONE	94.48
VERIZON WIRELESS 9872644684		01-00-33700		TELEPHONE	382.20
COMCAST 81708 030121		01-00-33701		CABLE INTERNET	116.08
PROSHRED SECURITY 990076686		01-00-38917		SHREDDING DISPOSA	45.00
TOTAL FOR FUND 01		DEPT. 00			5617.27
DRISCOLL, BRIAN 2021-01		01-06-34550		HEARING OFFICE CT	200.00
MUNICIPAL COLLECTION SERVICES 018540		01-06-34901		C-TICKET EXPENSES	28.00
TOTAL FOR FUND 01		DEPT. 06			228.00
ANDREWS PRINTING 67564		01-07-33400		PRINTING SUPPLIES	103.00
VERIZON WIRELESS 9872644684		01-07-33700		TELEPHONE	85.34
DRISCOLL, BRIAN 2021-01		01-07-34550		HEARING OFFICE AO	200.00
MUNICIPAL SYSTEMS LLC 2021-01-84		01-07-34902		MOVE/ABC	225.00
TOTAL FOR FUND 01		DEPT. 07			613.34
MUNICIPAL EMERGENCY SERVICES DEPOSITORY IN1546239		01-20-31800		MAINT TOOLS WORK	302.27
R & R MAINTENANCE FIRE & FLEET 12633		01-20-31805		MAINT VEHICLES	480.00
VERNON AND MAZ, INC. 47147		01-20-33400		PRINTING ARTWORK	795.00
PROVEN BUSINESS SYSTEMS 769467		01-20-33500		OFFICE SUPPLIES	375.23
ACE HARDWARE IN STEGER JANUARY STMT		01-20-33501		SHOP SUPPLIES	22.49
CINTAS CORPORATION LOCKBOX 5050226888		01-20-33501		OFFICE SUPPLIES	55.36
COMCAST 54689 012121		01-20-33700		TELEPHONE	171.39

DATE: 02/11/21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
VERIZON WIRELESS	9872644684	01-20-33700		TELEPHONE	209.85
COMCAST	54689 012121	01-20-33701		CABLE	129.94
AIRGAS USA LLC	9976905753	01-20-33702		ABULANCE SUPPLIES	118.24
CANON FINANCIAL SERVICES, INC	26247059	01-20-33901		RENTAL EQUIPMENT	238.20
OSBY WATER CONDITIONING	02646 020121	01-20-33901		RENTAL EQUIPMENT	128.52
ILLINOIS STATE POLICE	ILL14406S 12120	01-20-34200		FINGER PRINTING	84.75
WORKING WELL	00348051-00	01-20-34200		MEDICAL SERVICES	635.00
METRO PARAMEDIC SERVICES INC.	21-6773	01-20-34250		AMBULANCE SERVICE	22808.58
COUNTY OF WILL	FEB 2021-001	01-20-34252		EASTCOM DISPATCH	4479.93
TOTAL FOR FUND 01		DEPT. 20			31034.75
EVT TECH	5359	01-40-31805		MAINT VEHICLES	1119.80
JAMES HERR & SONS	114144	01-40-31805		MAINT VEHICLES	1339.53
SCOTT'S-U-SAVE	470470	01-40-31805		MAINT VEHICLES	188.68
SECRETARY OF STATE	02112021	01-40-31805		MAINT VEHICLES	150.00
SAUK TRAIL CAR WASH	137	01-40-31805		MAINT VEHICLES	96.00
PROVEN BUSINESS SYSTEMS	769467	01-40-33500		OFFICE SUPPLIES	375.23
ABSOLUTE BEST CLEANING SERVICES, INC.	13500	01-40-33502		CLEANING SERVICE	600.00
TECHNOLOGY MANAGEMENT REV FUND	T2113704	01-40-33700		TELEPHONE	5.00
TECHNOLOGY MANAGEMENT REV FUND	T2116509	01-40-33700		TELEPHONE	5.00
VERIZON WIRELESS	9872644684	01-40-33700		TELEPHONE	601.33
ALLCOMM SYSTEMS, INC.	12662	01-40-33801		VIDEO CAMERA SUPP	410.00
ALLCOMM SYSTEMS, INC.	12672	01-40-33801		VIDEO CAMERA SUPP	295.00
CINTAS CORPORATION LOCKBOX	5050226813	01-40-33900		OFFICE SUPPLIES	102.17
CANON FINANCIAL SERVICES, INC	26247059	01-40-33901		RENTAL EQUIPMENT	238.20
WORKING WELL	00348061-00	01-40-34200		MEDICAL	90.00
WORKING WELL	00348061-00	01-40-34200		MEDICAL	90.00
COUNTY OF WILL	FEB 2021-001	01-40-34252		EASTCOM DISPATCH	20596.14

DATE: 02/11/21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
JCM UNIFORMS	773477	01-40-37302		NEW UNIFORMS	162.45
VAN METER & ASSOCIATES INC.	00-24993	01-40-38400		EMPLOYEE TRAINING	190.00
LEXISNEXIS RISK SOLUTIONS	1213944-2021013	01-40-38901		DUES SUBSRIPTIONS	150.00
SHI INTERNATIONAL CORP	435498092	01-40-38901		DUES SUBSRIPTIONS	712.60
TOTAL FOR FUND 01		DEPT. 40			27517.13
VERIZON WIRELESS	9872644684	01-42-33700		TELEPHONE	20.50
TOTAL FOR FUND 01		DEPT. 42			20.50
TOTAL FOR FUND 01				65030.99	
ACE HARDWARE IN STEGER	JANUARY STMT	03-30-33500		SHOP SUPPLIES	3.45
SMITHEREEN COMPANY	2391125	03-30-33703		MAINT CONTRACTS	61.00
ADT COMMERCIAL LLC	01262221	03-30-33704		SECURITY SYSTEM	52.04
TOTAL FOR FUND 03		DEPT. 30			116.49
TOTAL FOR FUND 03				116.49	
MERTS HVAC	200423-011	06-00-31100		MAINT BUILDING	64.00
BRITES TRANSPORTATION LTD	75464	06-00-31204		MAINT PATCHING	1320.62
GALLAGHER MATERIALS CORP	18331	06-00-31204		MAINT PATCHING	260.40
GALLAGHER MATERIALS CORP	18344	06-00-31204		MAINT PATCHING	772.52
CORE & MAIN	N637901	06-00-31504		MAINT MAINS	215.00
CORE & MAIN	N648541	06-00-31504		MAINT MAINS	962.66
UNDERGROUND PIPE & VALVE CO	047345	06-00-31504		MAINT MAINS	984.00
UNIFIRST CORPORATION	062 0432094	06-00-32900		MAINT OTHER MAT	27.13
CINTAS CORPORATION LOCKBOX	5050226816	06-00-33501		SHOP SUPPLIES	50.39
HINCKLEY SPRINGS	17155979 012721	06-00-33501		SHOP SUPPLIES	30.43

DATE: 02/11/21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
MONARCH AUTO SUPPLY INC 6981-516777		06-00-33501		SHOP SUPPLIES	50.97
VERIZON WIRELESS 9872644684		06-00-33700		TELEPHONE	408.30
UNIFIRST CORPORATION 062 0431161		06-00-33800		UNIFORM SERVICE	85.54
UNIFIRST CORPORATION 062 0432144		06-00-33800		UNIFORM	85.54
UNIFIRST CORPORATION 0620433097		06-00-33800		UNIFORM SERVICE	85.54
WATER SOLUTIONS UNLIMITED 40658		06-00-33907		CHEMICALS	7767.66
SUBURBAN LABORATORIES INC 184757		06-00-34800		WATER TESTING FEE	106.00
TOTAL FOR FUND 06		DEPT. 00			13276.70
TOTAL FOR FUND 06				13276.70	
MERTS HVAC 200423-011		07-00-31100		MAINT BUILDING	64.00
GUARANTEED MUFFLER 25108		07-00-31805		MAINT VEHICLES	368.77
GUARANTEED MUFFLER 25140		07-00-31805		MAINT VEHICLES	85.00
T.R.L. TIRE SERVICE CORP 26281		07-00-31805		MAINT VEHICLES	33.17
UNIFIRST CORPORATION 062 0432094		07-00-32900		MAINT OTHER MAT	27.13
WELLBUILT EQUIPMENT INC. 70601		07-00-32900		RENTAL EQUIPMENT	725.00
ACE HARDWARE-CRETE B151705		07-00-33501		SHOP SUPPLIES	395.18
ACE HARDWARE IN STEGER JANUARY STMT		07-00-33501		SHOP SUPPLIES	139.30
CINTAS CORPORATION LOCKBOX 5050226816		07-00-33501		SHOP SUPPLIES	50.40
HINCKLEY SPRINGS 17155979 012721		07-00-33501		SHOP SUPPLIES	30.43
MONARCH AUTO SUPPLY INC 6981-516777		07-00-33501		SHOP SUPPLIES	50.97
COMCAST 72327 020121		07-00-33700		TELEPHONE	100.62
COMCAST 72327 020121		07-00-33701		CABLE INTERNET	117.13
UNIFIRST CORPORATION 062 0431161		07-00-33800		UNIFORM SERVICE	85.54
UNIFIRST CORPORATION 062 0432144		07-00-33800		UNIFORM	85.54
UNIFIRST CORPORATION 0620433097		07-00-33800		UNIFORM SERVICE	85.54
TOTAL FOR FUND 07		DEPT. 00			2443.72

DATE: 02/11/21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
TOTAL FOR FUND 07					2443.72	
COMPASS MINERALS AMERICA INC 751765		08-00-33910		ROCK SALT/SNOW IC	17340.23	
COMPASS MINERALS AMERICA INC 751866		08-00-33910		ROCK SALT/SNOW IC	16246.91	
TOTAL FOR FUND 08		DEPT. 00			33587.14	
TOTAL FOR FUND 08					33587.14	
AMALGAMATED BANK OF CHICAGO 0210121-013122		12-00-41500		BOND REGISTRAR AN	475.00	
TOTAL FOR FUND 12		DEPT. 00			475.00	
TOTAL FOR FUND 12					475.00	
ALLIANT 1566640		15-00-36100		CASUALTY INS	536.00	
TOTAL FOR FUND 15		DEPT. 00			536.00	
TOTAL FOR FUND 15					536.00	
VERIZON WIRELESS 9872644684		16-00-33700		TELEPHONE	115.75	
TOTAL FOR FUND 16		DEPT. 00			115.75	
TOTAL FOR FUND 16					115.75	
KANE MC KENNA AND ASSOCIATES INC 17720		21-00-34400		AUDITING ACCT FEE	98.43	
TOTAL FOR FUND 21		DEPT. 00			98.43	
TOTAL FOR FUND 21					98.43	
KANE MC KENNA AND ASSOCIATES INC 17720		22-00-34400		AUDITING ACCT FEE	98.44	

A / P W A R R A N T L I S T
 REGISTER # 986
 Thursday February 11, 2021

DATE: 02/11/21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
TOTAL FOR FUND 22		DEPT. 00			98.44	
TOTAL FOR FUND 22				98.44		
KANE MC KENNA AND ASSOCIATES INC 17720		23-00-34400		AUDITING ACCT FEE	98.44	
TOTAL FOR FUND 23		DEPT. 00			98.44	
TOTAL FOR FUND 23				98.44		
KANE MC KENNA AND ASSOCIATES INC 17720		26-00-34400		AUDITING ACCT FEE	98.44	
TOTAL FOR FUND 26		DEPT. 00			98.44	
TOTAL FOR FUND 26				98.44		
** TOTAL CHECKS TO BE ISSUED					115975.54	
01	CORPORATE			65030.99		
03	PLAYGROUND/RECREATION			116.49		
06	WATER/SEWER FUND			13276.70		
07	ROAD & BRIDGE			2443.72		
08	MOTOR FUEL TAX			33587.14		
12	DEBT SERVICE			475.00		
15	LIABILITY INSURANCE FUND			536.00		
16	H.S.E.M.			115.75		
21	TIF #2 (COOK TIF #1)			98.43		
22	TIF #3 (COOK TIF #2)			98.44		
23	TIF #4 (WILL TIF #2)			98.44		
26	TIF #5 (WILL/COOK TIF #3)			98.44		
TOTAL FOR REGULAR CHECKS:					115,975.54	

DATE: 02/11/21

Thursday February 11, 2021

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A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)
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PAYABLE TO	INV NO	REG NO G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
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USPS CRETE	FEB2021 D1&D3	833 01-00-33600	02/02/21	12049 FEB2021 D1 & D3 B	408.00
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TOTAL FOR FUND 01		DEPT. 00			408.00
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TOTAL FOR FUND 01				408.00	
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THORN CREEK BASIN SANITARY DECEMBER 2020	833TRICT	06-00-15800	02/11/21	12055 THORN CREEK SAN B	24010.89
THORN CREEK BASIN SANITARY JANUARY 2021	833TRICT	06-00-15800	02/11/21	12056 THORN CREEDK SAN	30349.73
THORN CREEK BASIN SANITARY NOVEMBER 2020	833TRICT	06-00-15800	02/11/21	12054 THORN CREEK BASIN	30879.22

TOTAL FOR FUND 06		DEPT. 00			85239.84
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TOTAL FOR FUND 06				85239.84	
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** TOTAL MANUAL CHECKS LISTED				85647.84	
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** TOTAL OF ALL LISTED CHECKS				201623.38	
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ORDINANCE NO.1256

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN AGREEMENT WITH LAMASTUS DEVELOPMENT, INC. OR ITS NOMINEE 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, Lamastus Development, Inc., or its successor or nominee (the "Developer") is the developer of the real property located at 3444 Chicago Road, Steger, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property has not been contributing, in a manner comparable to surrounding improved properties, to the Village's real property tax base or generating sufficient sales tax revenue for the Village; and

WHEREAS, there exists a certain redevelopment agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions related to the development of the Subject Property; and

WHEREAS, the Developer intends to and has redeveloped 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 the Chicago Road TIF District (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.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PASSED this _____ day of _____ 2021.

Joseph M. Zagone, Jr., Village Clerk

APPROVED this _____ day of _____ 2021.

Kenneth A. Peterson, Jr., Mayor

ROLL CALL VOTE:

Voting in favor:

Voting against:

Not voting:

EXHIBIT A

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

THIS TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (this “**Agreement**”) dated as of _____, 20__ (the “**Effective Date**”) by and between the Village of Steger, an Illinois municipal corporation, (“**Village**”) and _____, an Illinois corporation (“**Developer**”). The Village and the Developer shall be known as the “**Parties**.”

RECITALS

A. As a unit of local government under the laws of the State of Illinois, the Village has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

B. The Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (“**Act**”) to among other things, finance redevelopment projects that retain, expand and create employment opportunities within the Village, increase industry and commerce within the State of Illinois, increase the tax base and eradicate potentially blighting conditions, through the use of tax increment allocation financing for economic redevelopment; and

C. On March 7, 2016, pursuant to the Act and after giving all notices required by law and after conducting all public hearings required by law, the Village President and Board of Trustees (collectively referred to herein as the “**Corporate Authorities**”) passed and approved the following ordinance(s): Ordinance No. 1121: Adopting Tax Increment Allocation Financing for the Chicago Road Redevelopment Project Area; Ordinance No. 1119: Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Chicago Road Redevelopment Project Area; and Ordinance No. 1120: Designating the Chicago Road Redevelopment Project Area of Said Village A Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act (collectively, the “**TIF Ordinances**”); and

D. The above-referenced TIF Ordinances adopted the Redevelopment Plan (the “**Redevelopment Plan**”) and designated the area legally described in the Redevelopment Plan as a redevelopment project area which is identified as the Chicago Road TIF District (the “**Redevelopment Project Area**”); and

E. Developer is the owner, lessee, contract purchaser or the nominee purchaser of an improved property located generally at 3444 Chicago Road, Steger, Illinois, which is legally described in Exhibit A, which shall be attached hereto and incorporated herein, (the “**Property**”) and is within the boundaries of the Redevelopment Project Area; and

F. In accordance with the Agreement and Redevelopment Plan, Developer intends to and has commenced the redevelopment project, all as depicted on Exhibit B (the “**Preliminary Site Plan**”) and as more fully described herein (the “**Project**”); and

G. In order to induce Developer to undertake the Project, the Corporate Authorities have determined it is in the best interests of the Village and the health, safety, morals and welfare of its residents to make certain economic development incentives available to Developer as set forth herein; and

H. The Corporate Authorities have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

I. The Village has approved Developer as a developer of the Redevelopment Project Area, and has approved the Project, subject to Developer's compliance with all applicable laws, statutes, codes, ordinances, rules and regulations; and

J. Developer understands and acknowledges its legal obligation to pay *ad valorem* real estate taxes that will be levied by the various taxing districts authorized to levy taxes on the Property. Developer's failure to meet its legal obligations and pay such *ad valorem* real estate taxes will result in a lack of property tax increment needed to pay the Developer's Share (as defined herein). Developer also acknowledges that if it chooses to contest the amount of *ad valorem* real estate taxes to be levied on the Property by the various taxing districts authorized to levy the same, there may be insufficient property tax to pay the Developer's Share or the Developer's Share may be reduced, provided however, the parties acknowledge that nothing contained in this Agreement shall act as a restriction or limitation on the Developer's ability to contest the amount of *ad valorem* real estate taxes levied on the Property; and

K. The Developer acknowledges that its decision to execute this Agreement is based on its independent investigation and information and not on its reliance on documents prepared by the Village or distributed by the Village to the Developer; and

L. The parties desire to enter into this Agreement to set forth the rights, duties, and obligations of and between the parties regarding the undertaking and implementation of the Project and desire to establish certain conditions regarding the Village's approval of the Project and the Village's reimbursement of certain Redevelopment Project Costs from the Project Incremental Taxes (as defined herein); and

M. The Village intends to incentivize the Developer in an amount not to exceed the annual Residual Project Incremental Taxes (the "**Incentive**"). Developer will only be incentivized upon its satisfaction of certain benchmarks as set forth in this Agreement. In no event shall the Incentive exceed the amount recommended by the amount recommended by the Village's nationally recognized "TIF Consultants"; and

N. Subject to the terms and conditions of this Agreement, Developer has agreed, in reliance on the Village's commitments set forth in this Agreement, to develop and construct the Project and undertake certain other actions, all in accordance with this Agreement; and

O. The parties hereby agree and acknowledge that the Developer or its designee holds title to the Property evidenced by **Exhibit C**.

P. Subject to the terms and conditions of this Agreement, the Village has agreed, in reliance on Developer's commitments set forth in this Agreement and anticipated satisfaction of the same, to provide incentives for the Project; and

Q. The Village is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided under the Act as well as the Corporate Authorities' passage and approval of the Ordinances described above;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1: RECITALS AND DEFINITIONS

Section 1.01. Recitals. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein. The parties acknowledge the accuracy and validity of such statements, representations, covenants and recitations and the reliance on the same by the other party and its contractors, designees, and assignees.

Section 1.02. Term. This Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of this Agreement, until the closure or expiration of the applicable TIF District (the "Term").

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Village. The Village makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Village has full lawful right, power and authority, under the law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Village, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To the best of the Village's knowledge, the TIF Ordinances, the Redevelopment Plan and the

Redevelopment Project Area have been adopted and approved in accordance with the "Laws" (as defined below).

C. Litigation. To the best of the Village's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Village with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the Village's knowledge, there is no other litigation, proceeding or investigation pending or threatened against the Village seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Village to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Village of the terms and provisions of this Agreement.

Section 2.02. Representations of Developer. Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery have been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing or violate any Law.

C. Litigation. To the best of Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer of the terms and provisions of this Agreement.

D. No Material Change. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

E. Corporate Consents. Except for the Governmental Approvals, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution,

delivery and performance by Developer of this Agreement.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Developer under this Agreement, or any other material agreement or material instrument to which Developer is a party or by which Developer is bound.

G. Compliance with Laws. To the best of Developer's knowledge, Developer is in compliance in all material respects with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements and resolutions of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement, including, without limitation, the Steger Municipal Code (collectively, the "Laws").

H. Other Disclosures. The information furnished to the Village by Developer in connection with the matters covered in this Agreement is true and correct, or are the result of good faith estimates where applicable, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading. Developer represents and warrants that "but for" the incentives to be provided in this Agreement, it would not undertake the Project.

Section 2.03. Survival of Representations and Warranties. Developer agrees that all of its representations and warranties, and the Village agrees that all of its representations and warranties, set forth in this Article 2 are true as of the Effective Date and will be true in all material respects at all times hereafter during the Term of the Agreement, except with respect to matters which have been disclosed in writing to and approved in writing by the other party or as otherwise specifically set forth herein.

ARTICLE 3: DEVELOPMENT OF THE PROJECT

Section 3.01. Developer Covenant to Redevelop. Developer shall, at its sole cost and expense, redevelop the Property and cause or has caused the Project to be constructed in accordance with this Agreement (and all exhibits attached hereto), including without limitation, the Preliminary Site Plan, the Project Schedule, the Plans and Specifications, the Governmental Approvals, the Project Budget, the Redevelopment Plan and all Laws applicable to the Property, the Project and/or Developer. The covenants set forth in this Article 3 shall run with the land and be binding upon any transferee of the Property.

Section 3.02. Project Schedule. Absent an event of Force Majeure, Developer shall commence and substantially complete the Project. An event of Force Majeure shall not be deemed a material modification as contemplated by this Section 3.02.

Section 3.03. Plans and Specifications. Developer shall submit to the Village for its

approval, which shall not be unreasonably withheld or delayed, the “**Plans and Specifications**” for the Project, in sufficient time so as to allow for review of the Plans and Specifications in accordance with applicable Village ordinances. The Plans and Specifications may be submitted in phases or stages. The Plans and Specifications shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Illinois and the Plans and Specifications if requested in writing by the Village. All construction practices and procedures with respect to the Project shall be in material conformity with all Laws, including, without limitation, the Municipal Code of Steger and all applicable architectural and building regulations. The Plans and Specifications shall be in sufficient completeness and detail to show that construction will be in material conformance with the Preliminary Site Plan and this Agreement.

A. Material Change. Any material change to the Plans and Specifications must be submitted to the Village for its written approval, which approval shall not be unreasonably withheld or delayed. Any approved material change to the Plans and Specifications shall not be deemed to imply any obligation on the part of the Village to increase the Village Contribution or to provide any other additional assistance to Developer.

B. Limitation. Approval of the Plans and Specifications under Section 3.03 shall not apply to the building permit review process. Nothing in said section is a substitute for and does not eliminate the requirement that Developer apply for and receive any and all necessary building permits for construction of the Project.

Section 3.04. Developer Standard of Care. Developer shall design and construct or cause to be designed and constructed the Project: (i) in a good and workmanlike manner and free of defects; and (ii) in accordance with all applicable Laws and the terms of this Agreement (including its exhibits and attachments).

Section 3.05. Contractors and Subcontractors. Developer shall not enter into any agreement or contract in connection with any incentives to be provided hereunder that could be construed as self-dealing or negotiated on other than an arms-length, competitive basis. Any agreement or contract in connection with any incentives to be provided hereunder, exclusive of professional services, shall be awarded through competitive bidding. Developer shall provide, within five (5) business days of written request by the Village, copies of all agreements and contracts entered into in connection with the Project.

Section 3.06. Governmental Approvals.

A. Developer agrees to employ reasonable and good faith efforts to secure and comply with all “**Governmental Approvals,**” timely paying all application fees and submitting all applications and permits. The Village agrees to employ reasonable and good faith efforts to cooperate with Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Laws, including, without limitation, the applicable Village ordinances and laws of the State of Illinois.

Section 3.07. Prevailing Wage Act. Developer 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 with the Illinois Prevailing Wage Act, to the extent that it applies, shall be the obligation of Developer, and Developer shall indemnify and hold harmless the Village from and against liabilities that might attach for non-compliance by Developer or its contractor(s) or subcontractor(s).

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 Developer'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 Developer'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.

Section 3.08. Certificate of Substantial Completion.

A. Submission of Certificate. Promptly and not more than ten (10) business days after substantial completion of the Project in accordance with the provisions of this Agreement, Developer shall submit a separate certificate of substantial completion to the Village (the "**Certificates of Substantial Completion**"). The Certificates of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Village shall, within thirty (30) days following delivery of the Certificates of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificates of Substantial Completion shall be deemed accepted by the Village unless, prior to the end of the thirty (30) day inspection period set forth above, the Village furnishes Developer with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail, which may include, as applicable, photographs or other documentary evidence. The time limits set forth in this paragraph shall be extended by the duration of time reasonably necessary for Developer to respond to such written objections by the Village; provided, however, that absent delays by Developer in responding to such objections, the Village shall accept or furnish written objections to the Certificates of Substantial Completion within the thirty (30) day inspection period described above. Upon acceptance of the Certificates of Substantial Completion, which acceptance shall be conclusively determined upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, Developer may record the Certificates of Substantial Completion with the Cook County Recorder of Deeds, and the same, absent fraud, shall be conclusive evidence of the satisfaction of Developer's agreements and covenants to construct the Project and Developer's satisfaction of its obligations under this Article. Notwithstanding anything to the contrary contained herein, the Village shall have no obligation to issue a Certificate of Substantial

Completion for the Project. The Village, may, in its sole and absolute discretion waive the requirements of this provision if the TIF Consultant determines in its sole and absolute discretion that the requirement is unnecessary.

B. Limitation. The respective Certificates of Substantial Completion relate only to the construction of the Project, and upon issuance, the Village will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. A Certificate of Substantial Completion shall constitute evidence that Developer has complied with all Laws with regard to construction of the Project. All executor terms and conditions of this Agreement and all representations, warranties and covenants, except as limited above, contained herein will continue to remain in full force and effect throughout the Term and the issuance of the Certificate of Substantial Completion shall not be construed as a waiver by the Village of any rights and remedies pursuant to such terms.

Section 3.09. Ownership of Real Property. The Developer is the owner, lessee contract purchaser or nominee purchaser the Property as set forth on the attached Exhibit C.

Section 3.10. Survival of Covenants. The covenants set forth in this Article 3 shall run with the land and be binding upon any successor in interest or transferee.

ARTICLE 4: FINANCING—SOURCE OF FUNDS

Section 4.01. Developer to Advance Project Costs. Developer agrees to advance all Project Costs as necessary to complete the Project on its behalf, subject to Developer's right to seek reimbursements from the Village as provided herein.

Section 4.02. Pro Forma; Gap Analysis. The Village acknowledges the receipt of a Project Budget as defined below. All parties acknowledge that the Developer would not undertake the Project, but for the parties entering into this Agreement

Section 4.03. Project Budget. The Project Costs are estimated to be minimally \$328,316.00 (the "**Project Budget**"). The Project Budget, setting forth the projected and anticipated Project Costs, has been approved by the Village and is attached hereto as Exhibit E. Developer certifies to the Village that (i) the Village Contribution, together with Lender Financing and Equity, shall be sufficient to complete the Project, and (ii) the Project Budget, as may be amended with written approval from the Village, is and shall be true and correct and complete in all material respects.

Section 4.04. Source of Funds. The cost of the Project is estimated to be minimally \$328,316.00 to be applied in the manner set forth in the Project Budget. "**Equity**" in the Project and the remainder of the Project Budget shall be comprised of Lender Financing and the Village Contribution. Developer shall maintain no less than a 30% of Equity in the Project.

Section 4.05. Equity/Lender Financing. Equity and/or "**Lender Financing**" may be used to pay any Project Cost, including but not limited to Reimbursable Project Costs. Developer,

within five (5) days of the Effective Date shall disclose in writing to the Village the amount being paid as Equity and being financed upon written request by the Village. Any Lender Financing is to be personally guaranteed by Developer.

Section 4.06. Village Contribution. Subject to the terms of this Agreement, the Village agrees to reimburse Developer, through a redevelopment project reimbursement of no more than \$60,000.00, or the amount approved by the TIF Consultant, whichever is less (the “**Village Contribution**”) payable as set forth in Article 5 below.

Section 4.07. No General Obligation.

ANY INCENTIVES PROVIDED BY THE VILLAGE HEREUNDER SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. ANY VILLAGE INCENTIVES TO BE PAID SHALL BE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE SUB-ACCOUNT. INSUFFICIENCY OF FUNDS IN THE SUB-ACCOUNT TO ALLOW THE VILLAGE TO PAY ANY INCENTIVE WHEN DUE SHALL NOT BE A DEFAULT THEREON. THE VILLAGE’S OBLIGATION TO PAY ANY INCENTIVE IS CONTINGENT UPON SATISFACTION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE VILLAGE SHALL HAVE NO OBLIGATION TO PAY ANY VILLAGE INCENTIVE, IF THERE EXISTS AN EVENT OF DEFAULT WHICH IS CONTINUING.

ARTICLE 5: COLLECTION AND USE OF INCREMENTAL TAXES

Section 5.01. Source of Village Contribution. The Village Contribution pledged by the Village pursuant to this Agreement to reimburse eligible Project Costs shall be paid solely from incremental taxes generated in accordance with the TIF Ordinances. The TIF Redevelopment Plan is attached as **Exhibit F** to this Agreement.

Section 5.02. Special Tax Allocation Fund. The Village has or will establish and exclusively maintain a special tax allocation fund, as required by the Act, for the deposit of Incremental Taxes received by the Village (the “**STAF**” or “**Sub Account**”). To the extent necessary, the Village shall cooperate with the applicable county to open the STAF.

Section 5.03. Redevelopment Incentive; Project Incremental Taxes; Developer’s Share of Project Incremental Taxes; the Village’s Share of Project Incremental Taxes. In consideration of the undertaking and completing of the Developer’s obligations under this Agreement, the Village agrees to the following Incentive:

A. **Definitions.** “**Project Incremental Taxes**” shall mean one hundred percent (100%) of the *ad valorem* real estate taxes levied on the Property, collected by the County, and paid to the Village pursuant to the TIF Ordinances and Section 11-74.4-8(b) of the Act. The Village shall take all necessary steps to ensure that the County pays all Project Incremental Taxes into the STAF. Project Incremental Taxes are comprised of the Village’s Administrative Fee (as defined herein), the “**Developer’s Share of Project Incremental**

Taxes" (or the "**Developer's Share**") and the "**Village's Share of Project Incremental Taxes**" (or the "**Village's Share**").

B. Administrative Fee. The Village shall be entitled to receive \$5,000.00 annually from the Incremental Taxes prior to any other distribution of the same for the annual costs associated with the maintenance of the Project Area (the "**Administrative Fee**"). The remaining Incremental Taxes (the "**Residual**") shall be disbursed in accordance with Section 5.03(c) of this Agreement.

C. Distribution of Residual. As set forth below, the payment of the Developer's Share is limited by the provisions of the Act and this Agreement.

Section 5.04. Village's Payments to the Developer; Eligible Reimbursement Payment Amount; Determination of Satisfaction; Conditions Precedent to Payment; Request for Reimbursement; Payment; Documentation; Request Made During Default.

A. Developer's Eligible Reimbursement Payment Amount. The Village's payment of a "**Reimbursement**" to the Developer shall be made from funds then available in the STAF after the payment to the Village of the Administrative Fee and after Village approves a Request for Reimbursement (as defined herein) or upon the recommendation of the TIF Consultant in accordance with this Agreement and the Act. .

B. Timeliness of Request; Steps for Review. Developer shall upon the satisfaction of certain benchmarks and no more than annually submit a written request for reimbursement to a designated employee of the Village (the "**Request for Reimbursement**") on or before November 1st. The first Request for Reimbursement shall be filed with the Village within ninety (90) days after the completion of the Redevelopment Project. The Village shall, without recourse or commencing the term of any review period, review the submission and reject any materially deficient Request for Reimbursement within thirty (30) calendar days after the Village's receipt thereof. The Village shall promptly notify Developer of a summary rejection. Any Request for Reimbursement that does not have a fully completed, executed, and notarized original Request for Reimbursement Certificate (as defined below) or is devoid of the Supporting Documentation (as defined below) shall be deemed materially deficient. The Village will reject any Requests for Reimbursement submitted prior to the Village's approval of **Exhibit D.**

C. Contents of a Request for Reimbursement.

i. *Generally; Certificate.* A Request for Reimbursement minimally shall contain the following: (1) a fully completed, executed, and notarized Request for Reimbursement Certificate in substantially the same form as set forth in **Exhibit H,** attached hereto and incorporated herein; and (2) the Supporting Documentation (as defined herein).

ii. *Supporting Documentation.* The Supporting Documentation shall minimally include, without limitation, the following: (1) a fully executed certificate or certificates to the Village by the (duly licensed) engineering firm for the Project or other individual reasonably approved by the Village certifying that the work was completed substantially in accordance with the Site Plan, the Plans (as defined herein), and other specifications required by the Village and that the applicable phase of the Project is complete; (2) evidence of the costs incurred and paid by the Developer for the completion of the Redevelopment Project, which evidence shall include a written summary of the costs and lien waivers and may include sworn contractor's affidavits, paid invoices, and a copy of an owner's title policy or deed evidencing the Developer as the title holder of the Property; (3) as and when applicable, permits for building permits and certificates of occupancy or other governmental approvals required for the continuation of the Project; (4) if requested, pictures or depictions of those items for which reimbursement is being sought; and (5) such certificates of insurance as are required under this Agreement (collectively, the "**Supporting Documentation**"). The Supporting Documentation shall verify: (1) that the Project was completed in substantial accordance with the Site Plan, the Plans and Specifications, the Project Schedule, this Agreement, and the Laws; (2) the costs the Developer has incurred and paid in connection with the Project; and (3) that the Developer has complied with all applicable Laws. The Developer shall submit accurate, binding, complete, comprehensive, current, legible, and verifiable documents to comprise the Supporting Documentation. The Village is permitted, but not required to, rely on the Request for Reimbursement Certificate and Supporting Documentation to determine if the Developer has complied with its obligations hereunder.

D. Determination of Satisfaction. The Village or its designee has the sole right in its reasonable discretion to determine: (1) if the Developer has complied with its obligations hereunder; and (2) if the Developer has submitted appropriate documentation pursuant to this Article to support and justify the Village paying the Reimbursement. These requirements may be waived or The Village's review of the Request for Reimbursement shall be conducted in good faith and as follows:

i. The Village, unless otherwise specifically set forth herein, shall have thirty (30) calendar days after its receipt of the Request for Reimbursement from the Developer to reasonably deny, modify, approve (whether in part or in full), or seek clarification of the Request for Reimbursement. In the event of a denial, partial denial, or requested modification of the Request for Reimbursement, the Developer shall be permitted to resubmit an updated or modified Request for Reimbursement and such thirty (30) day period and process shall repeat itself until the Village has approved the same. The Village may further reserve the right to have the Village engineer or other employee(s), independent contractor(s), and/or agent(s) inspect and approve all such work to ensure completion of the applicable phase of the Redevelopment Project, to ensure compliance with the Village Code and the terms of this Agreement, to confirm that each item submitted for reimbursement is eligible for reimbursement under the Act, to make any and all additional inspections

to verify that payment has been made by the Developer, and to request that the Developer provide Supplemental Documentation (as defined herein).

ii. In the event that the Developer fails to deliver to the Village sufficient documentation to approve the Request for Reimbursement, the Village shall have no obligation to issue the Reimbursement to the Developer. All other obligations on the part of the Village arising pursuant to this Agreement shall be deemed deferred, suspended, and without force or effect until such failure or violation is so corrected. If the Developer delivers to the Village sufficient documentation to support the issuance of the Reimbursement, the Village shall process the resubmission in the same manner as provided in this Article.

iii. The Village, in addition to any deliverables specifically required for satisfaction of the Conditions Precedent to Payment, shall have the right to demand production of commercially reasonable supplemental documentation to support the Developer's allegation that it has satisfied its obligations hereunder (the "**Supplemental Documentation**"). Developer shall deliver the Supplemental Documentation no later than thirty (30) days after request for the same.

E. Acknowledgement; Payment. The Village Administration and/or employees shall present any Requests for Reimbursement which have been approved by the Village to the Village Board at the next regularly scheduled Village Board meeting following the date of such approval by the Village. No later than three (3) business days after the Village adjourns the meeting at which a Request for Reimbursement which has been approved by the Village is presented to the Village Board, the Village shall pay to the Developer, subject to the availability of funds in the Sub-Account, and after the payment to the Village of the Administrative Fee, the amount requested in the Request for Reimbursement (the "**Reimbursement Payment**"). In no event shall the Village be required to pay the balance of any Reimbursement Payment remaining due after the Termination Date or earlier termination of this Agreement, unless the Village failed to pay Request for Reimbursement which was approved prior to the Termination Date or earlier termination of this Agreement.

F. Documentation. The Village shall place and keep on file with the office of the Village Clerk all documentation received and distributed pursuant to this Article. Any documents normally exempt from disclosure under the Freedom of Information Act (5 ILCS 140/1.1, *et seq.*) shall be kept from general disclosure to the extent permitted by Law.

G. Request Made During Default. Notwithstanding any other provisions of this Agreement, the Village shall have no obligation to accept any Request for Reimbursement and no obligation to make any payments if Developer is in Default of this Agreement after written notice and expiration of the applicable cure period, including, without limitation, not being in material compliance with the Laws, Project Schedule, or the Plans and Specifications.

H. Waiver. The Village has the full right to waive any and all conditions set forth above.

ARTICLE 6: GENERAL COVENANTS

Section 6.01. Indemnification. The Developer agrees to indemnify, defend and hold the Village, its employees, agents, independent contractors and consultants (collectively, the “**Indemnified Parties**”) harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys’ fees and court costs), save those caused by the acts or omissions of the 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.

A. Environmental Indemnity. Developer further agrees to indemnify, defend and hold the Village’s Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, or claims of any kind whatsoever, including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims, save those caused by the acts or omissions of the Village’s Indemnified Parties, asserted or arising under any Environmental Laws incurred, suffered by or asserted against the Village’s Indemnified Parties as a direct result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property; or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the Village or Developer or any of its affiliates under any Environmental Laws relating to the Property.

B. Waiver. To the fullest extent permitted by Law, Developer waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including any claim by any employee of Developer that may be subject to the Workers’ Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision.

C. Survivability. The rights and obligations under this Section 6.01 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.

D. Additional Obligations. The parties acknowledge and agree that obligations under this Section 6.01 are in addition to any other obligations of a party under this Agreement.

Section 6.02. Insurance. Developer shall, if so directed by the Village in writing, procure and maintain at Developer's sole cost and 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 Developer or by Developer's Agent.

A. During Construction. From the commencement of any of construction of the Project until issuance of the Certificates of Substantial Completion, Developer 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. The Village is to be named as an additional insured on a primary, non-contributory 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, 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 Developer undertakes any construction, Developer 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. *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable

Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

vii. *Independent Contractors and Subcontractors.* Developer 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. Post-Construction. After the issuance of the Certificates of Substantial Completion, Developer 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.

C. General Insurance Requirements. 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 Developer as a named insured.

D. Certificates. Within ten (10) days of the Effective Date and by December 31 of each calendar year thereafter in which the Agreement is in effect, Developer shall furnish the Village with a certificate(s) of insurance effecting coverage as required under this Section 6.02. In addition, Developer 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 Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

E. Deductibles. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

F. No Offset or Contribution. The insurance requirements set forth in this Section 6.02 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

Section 6.03. Maintaining Records/Right to Inspection. Developer for the Term shall keep and maintain until the maturity date separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents pertaining to the Project shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. With respect to contracts covering Reimbursable Project Costs, Developer shall utilize commercially reasonable efforts to incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

Section 6.04. Maintenance and Use. During the Term, Developer shall cause all improvements on the Property to be maintained, preserved and kept in good repair and working order and in compliance with the Laws.

Section 6.05. Environmental Covenants. Developer covenants that (i) the construction, development and operations of the Project will materially comply with all Environmental Laws; (ii) Developer shall promptly notify the Village upon becoming aware of any investigation, proceeding, complaint order, directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or the Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) Developer shall promptly notify the Village upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property. Developer shall secure an NFR or NFA for the Property as applicable and this obligation shall be reflected in the Redevelopment Plan.

Section 6.06. Prohibition on Certain Liens. Developer agrees that no mechanics' or other liens, unrelated to the financing of the Project, shall be established or remain against the Project or the Property, or the funds in connection with the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, Developer shall not be in default if mechanics' or other liens are filed or established and Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. Developer hereby agrees and covenants to indemnify and hold harmless the Village in the event any liens are filed against the Project as a result of acts of Developer, its agents or independent contractors.

Section 6.07. Survival of Covenants. The covenants set forth in this Article 6 shall run with the land, be binding upon any successor in interest or transferee, and remain in effect during the Term.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.01. Events of Default; Remedies; Cure.

A. Event of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 8.14 and 7.01(C), shall constitute an “**Event of Default**” hereunder by the applicable party:

i. the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, obligations of such party under the Agreement;

ii. the making or furnishing by a party of any written representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which, when made, is or was materially untrue or materially misleading in any material respect;

iii. the commencement of any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party’s debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings; or

iv. the appointment of a receiver or trustee for a party, for any substantial part of such party’s assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) days after the commencement thereof.

B. Remedies.

i. *Village Remedies*. Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the Village may pursue and secure any remedy available at law or equity, including without limitation: (a) compensatory damages, solely as it relates to uncured Events of Default under Section 6.01, Section 6.02 and Section 6.05, (b) specific performance, (c) self-help, and/or (d) injunctive relief.

ii. *Developer Remedies*. Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable

curative period without cure having been effectuated, the sole remedies of Developer shall be injunctive relief, specific performance, *mandamus*, or *quo warranto*.

iii. *Limitation on Damages.* Developer shall not be entitled to economic, consequential, incidental, preventative or punitive damages resulting from an Event of Default.

iv. *No Reimbursement if in Default.* Developer shall not be entitled to receive any Reimbursement or portion of the Incentive if Developer is in Default and has failed to resolve any Default within the applicable curative period.

C. Curative Period. In the event a party to this Agreement shall fail to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Agreement shall fail to perform a non-monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to cure such default within sixty (60) days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such sixty (60) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such sixty (60) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed one hundred eighty (180) days of its receipt of written notice from the other party specifying the nature of the default.

D. Non-Waiver. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any parties' rights, to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is has been consented to in writing.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Section 8.01. Notice. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; (c) certified mail, return receipt requested; or (d) facsimile transmission, with proof of transmission:

If to Village: Village of Steger
Office of the Mayor
3320 Lewis Avenue
Steger, Illinois 60475
Phone: 708-754-3395
Fax:

With a copy to: Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: James M. Vasselli
Phone: 708-222-7000
Fax: 708-222-7001

If to Developer: _____

With a copy to: _____

Section 8.02. Amendment. The Agreement and the exhibits attached hereto may not be amended without the prior written consent of the Village and Developer. Consent of the Village must be approved by an ordinance passed by the Corporate Authorities.

Section 8.03. Entire Agreement. The Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other instruments to which reference is made herein or therein constitute the entire agreement between the parties hereto and supersede all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. To the extent of any conflict between the terms and

conditions of the Redevelopment Plan and this Agreement, the Redevelopment Plan shall govern and control.

Section 8.04. Limitation of Liability. No member, official or employee of the Village shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to Developer from the Village or any successor in interest or on any obligation under the terms of this Redevelopment Agreement. No member, manager, agent, or employee of Developer shall be personally liable to the Village or any successor in interest in the event of any default or breach by Developer or for any amount which may become due to the Village from Developer or any successor in interest or on any obligation under the terms of this Redevelopment Agreement.

Section 8.05. Further Assurances. Developer and the Village agree to take certain actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Redevelopment Agreement.

Section 8.06. Enforceability of Agreement.

A. This Agreement shall be enforceable in any court of competent jurisdiction within the County of Cook, Illinois by any of the parties by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein described.

B. Any violation of this Agreement by a party shall entitle the other party to the remedy of specific performance, and any other remedy available at law or in equity, except as limited under Section 8.04 above, but in no event shall any judgment for incidental, consequential or punitive damages award be entered against the Village, its officers or employees or against the members, agents, managers or employees of Developer.

C. Subject to the provisions of Section 8.04, all remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties hereto shall not preclude that party from pursuing such other or additional remedies or such other or additional relief as it may be entitled to either in law or in equity.

Section 8.07. Disclaimer. Nothing contained in this Agreement, nor any act of either or both parties to this Agreement, shall be deemed construed by any of the parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such parties except as expressly set forth herein.

Section 8.08. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 8.09. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this

Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 8.10. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, if any, the TIF Ordinances shall prevail and control.

Section 8.11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

Section 8.12. Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the Village shall be in form and content satisfactory to the Village, which approval shall not be unreasonably withheld or delayed.

Section 8.13. Binding Effect. This Agreement shall be binding upon Developer, the Village and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the Village and their successors and permitted assigns (as provided herein).

Section 8.14. Force Majeure. Neither the Village nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by failure or unreasonable delay, after Developer has utilized its best efforts to prevent such failure or unreasonable delay, in the receipt of any Governmental Approval, damage or destruction by fire or other casualty, strike, litigation concerning the Project, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The time for a party's performance of any obligation under this Agreement shall be extended on a day-for-day basis during the period of the event of Force Majeure. The party seeking the extension shall have the burden to establish the other party regarding an event of Force Majeure and shall keep the other party reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

Section 8.15. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

Section 8.16. Third Parties. Except as provided in herein, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. Except as provided herein, this Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 8.17. Time of the Essence. Time is of the essence for this Agreement.

Section 8.18. Cooperation. The Village and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement. The successful consummation of this Agreement and the Project are in the best interests of the parties and requires their continued cooperation. The parties will use commercially reasonable efforts to cooperate with all reasonable requests made by the other party in order to effectuate the intent of this Agreement.

Section 8.19. Assignment. Developer shall be prohibited from assigning, conveying, pledging, or otherwise transferring this Agreement or the Property without the express written consent of the Village. Developer shall be prohibited from assigning, conveying, pledging, or otherwise transferring this Agreement prior to 366 days after the submission of **Exhibit D**.

Section 8.20. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 8.21. Short Form of Agreement. The Village and Developer shall execute, acknowledge and deliver a short form version of this Agreement in the form of **Exhibit G** attached hereto ("**Short Form Agreement**") and shall cause the same to be recorded in the Office of the Recorder of Cook County, Illinois, and the Office of the Recorder of Will County, Illinois as notice of the existence of this Agreement and of the rights, obligations and interests of the Village and Developer hereunder.

Section 8.22. Approvals; Materiality. Except as otherwise provided in this Agreement, whenever consent or approval of a party is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned. All of Developer's performance obligations set forth in this Agreement shall be deemed complete upon material satisfaction of the same. Except as otherwise set forth in this Agreement, strict compliance with all monetary obligations hereunder shall be required.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF STEGER ILLINOIS,
An Illinois municipal corporation

Village President, Ken Peterson

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20__, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Village President of the Village of Steger, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

DEVELOPER

[_____]

By: _____, its _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20____, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the _____ of _____, an Illinois corporation, that said instrument was signed on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A
Property Legal Description

EXHIBIT B
Preliminary Site Plan

(ATTACHED)

EXHIBIT C*
Proof of Ownership

*

(TO BE INSERTED)

EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

**CERTIFICATE OF SUBSTANTIAL COMPLETION
FOR THE PROJECT**

The undersigned, _____ (the “**Developer**”), pursuant to that certain Tax Increment Financing Redevelopment Agreement, dated _____, 20__ between the Village of Steger, Counties of Cook and Will, Illinois (the “**Village**”) and Developer (the “**Agreement**”) for the property legally described on **Appendix A**, hereby certifies to the Village as follows:

1. That as of _____, 20__, the Project has been substantially completed in accordance with the terms and conditions of the Agreement, which shall include compliance with all applicable Laws.
2. The Project has been completed in a good and workmanlike manner and in accordance with the Plans and Specifications, all as set forth in the Agreement.
3. Lien waivers for applicable portions of the Project have been obtained.
4. This Certificate of Substantial Completion is being issued by Developer to the Village in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants under the Agreement (as applicable).
5. The Village’s acceptance (below) or the Village’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the Village (which specific written objection, as set forth in the Agreement, must be delivered to the Developer prior to the end of such 30-day period).

Upon such acceptance, or failure to object, by the Village, the Developer may record this Certificate in the office of the Cook County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20__.

An Illinois corporation

By: _____, its _____

By: _____, its _____

Signed and sworn before me by _____
this ___ day of _____, 20__.

Notary Public

ACCEPTED:

VILLAGE OF STEGER, ILLINOIS, an Illinois municipal corporation

By: _____

Name: _____

Title: _____

Appendix A
Legal Description

EXHIBIT E
Project Budget

(ATTACHED)

VILLAGE OF STEGER
 TWISTED VINE - 3444 CHICAGO ROAD
 PROPOSED TIF BUDGET

Titles	All Costs	Hard Costs Only	TIF	Eligible TIF %	NO INVOICE NO WAIVER
Site Acquisition					
Acquisition	\$ -	\$ -	\$ -	0%	
Acquisition Fees	\$ -	\$ -	\$ -	0%	
Legal (Real Estate)	\$ -	\$ -	\$ -	0%	
Title Costs	\$ -	\$ -	\$ -	0%	
Demolition	\$ 3,500	\$ 3,500	\$ -	0%	
Total Land Cost	\$ 3,500	\$ 3,500	\$ -		\$0.00
Development Site Preparation					
Excavation/Foundation (CARTA)	\$ 3,100	\$ 3,100	\$ 3,100	100%	
Electrical wiring (Morales)	\$ 3,500	\$ 3,500	\$ 3,500	100%	
	\$ -	\$ -	\$ -	0%	
Landscaping (Manual Corona)	\$ 800	\$ 800	\$ 800	100%	
GLC General Labor, etc.	\$ 1,702	\$ 1,702	\$ 1,702	100%	
GLC ELECTRICAL	\$ 14,838	\$ 14,838	\$ 14,838	100%	
Painting	\$ 230	\$ 230	\$ 230	100%	
Fast Freddie's Paving	\$ 2,400	\$ 2,400	\$ 2,400	100%	
Williams Heating & Cooling	\$ 9,970	\$ 9,970	\$ 9,970	100%	
Service Hardwood Flooring	\$ 9,325	\$ 9,325	\$ 9,325	100%	
Floor & Décor Mastercard Charge???	\$ 5,999				
GA Drywall	\$ 941				
Fessco ?????				0%	
City Food Equipment	\$ 4,827			0%	
RAH Food Service Equipment	\$ 3,367			0%	
Bird Custome Design (cabinetry)	\$ 5,188	\$ 5,188	\$ 5,188	100%	
GA Rehab (Roofing)	\$ 3,000	\$ 3,000	\$ 3,000	100%	
Sidewalk Removal/Repair	\$ 3,500	\$ 3,500	\$ 3,500	100%	
Contingency	\$ 15,000	\$ 15,000	\$ -	0%	
Project Insurance	\$ 3,100		\$ 3,100	100%	
Total Site Prep	\$ 90,286	\$ 72,553	\$ 50,153		\$50,153

VILLAGE OF STEGER
 TWISTED VINE - 3444 CHICAGO ROAD
 PROPOSED TIF BUDGET

Titles	All Costs	Hard Costs Only	TIF	Eligible TIF %	NO INVOICE NO WAIVER
Development Soft Costs					
Engineering	\$ 2,500	\$ 2,500	\$ 625	25%	
Architectural Design & Site Planning	-	-	-	0%	
Engineering Feasibility Study	-	-	-	0%	
Permits & Fees:	-	-	-	0%	
Legal	130	-	130	100%	
Construction Mgmt. (Public Improvements)	-	-	-	0%	
Loan Fees	-	-	-	0%	
Construction Contingency	-	-	-	0%	
Total Park Soft Costs	\$ 10,000	\$ -	\$ -	0%	
Total Park Soft Costs	\$ 12,630	\$ 2,500	\$ 755		\$130.00
Rehab Building Hard Costs					
Buildout	\$ 125,000	\$ 47,789	\$ 125,000	100%	
Plumbing	12,000	-	12,000	100%	
Grading/Excavation	-	-	-	0%	
Site Utilities	9,500	9,500	9,500	100%	
Façade	15,000	15,000	15,000	100%	
Equipment	45,000	45,000	45,000	100%	
Window Repair	2,800	2,800	2,800	100%	
Signage	1,500	1,500	1,500	100%	
Lighting	2,100	2,100	2,100	100%	
Total Hard Costs	\$ 212,900	\$ 123,689	\$ 167,900		
Inspection, Site Prep & Hard/Soft Cost Total:	\$319,316	\$202,242	\$218,808		\$50,283
Building -Soft Costs:					
Real Estate Taxes	\$ 4,000	\$ -	\$ 4,000	0%	
Budget Contingency	-	-	-	0%	
Project Management	5,000	-	-	0%	
Testing Services	-	-	-	0%	
Brokerage Commissions	-	-	-	0%	
Total Building Soft Costs	\$ 9,000	\$ -	\$ 9,000		
Total Project Costs	\$328,316	\$202,242	\$227,808		
Total Development Budget	\$328,316	\$202,242	\$227,808		
Total Village Credit Amounts*			\$ -		
Total Eligible Project Costs:					\$50,283

NO INVOICE AND/OR WAIVER
 NOT TIF ELIGIBLE

EXHIBIT F
Redevelopment Plan

(ATTACHED)

EXHIBIT G
Short Form Agreement

THIS DOCUMENT PREPARED BY, AND
AFTER RECORDING RETURN TO:

This space reserved for Recorder's use only.

**SHORT FORM AND MEMORANDUM OF
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

This Short Form and Memorandum of Tax Increment Financing Redevelopment Agreement ("**Short Form Agreement**") is made as of _____, 20__, by and between **VILLAGE OF STEGER**, an Illinois municipal corporation (the "**Village**"), and _____, an Illinois corporation (the "**Developer**").

1. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement (as defined below). To the extent of any conflict between this Short Form Agreement and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control.
2. **Redevelopment Agreement.** Village and Developer entered into that certain Tax Increment Financing Redevelopment Agreement, dated _____, 20__, (the "**Redevelopment Agreement**") regarding the Property.
 - A. The Term of the Redevelopment Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of the Redevelopment Agreement.
3. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture by the Village of Incremental Taxes from the Property for a period not to extend beyond December 31st of the year following the twenty-third (23rd) year from the date of designation of the Redevelopment Project Area. The Incremental Taxes so captured by the Village shall be utilized as described in the Redevelopment Agreement.
4. **Remaining Terms.** The remaining terms of the Redevelopment Agreement are hereby

incorporated into this Short Form Agreement as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the office of the Village Clerk of the Village of Steger, Illinois.

5. **Other Redevelopment Agreement Provisions.** Among the other terms and conditions contained in the Redevelopment Agreement, the Redevelopment Agreement provides:

A. Developer shall redevelop the Property and cause the Project to be constructed in accordance with the Redevelopment Agreement and all Exhibits attached thereto, the Preliminary Site Plan, the Project Schedule, the Plans and Specifications, the Governmental Approvals, the Project Budget, the Redevelopment Plan and all Laws applicable to the Property, the Project and/or Developer. The aforesaid covenant shall be deemed satisfied upon acceptance by Village of the respective Certificates of Substantial Completion.

B. During the Term, Developer shall pay or cause to be paid when due all governmental charges which are assessed or imposed upon the Project, or the Property, or which become due and payable.

6. **Inquiries.** Further inquiries regarding this Short Form Agreement and the Redevelopment Agreement may be made to the following parties:

If to Village: Village of Steger
Office of the Mayor
3320 Lewis Avenue
Steger, Illinois 60475
Phone: 708-754-3395
Fax:

With a copy to: Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attention: James Vasselli, Esq.
Phone: 708-222-7000
Fax: 708-222-7001

If to Developer: _____

With a copy to: _____

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in the Redevelopment Agreement.

7. Reimbursement Schedule. As a condition precedent to payment, the Developer shall satisfy each of those Developer's Obligations set forth below prior to the Village being obligated to make the corresponding "Reimbursement Payment" (as further limited by the terms of the Redevelopment Agreement.)

Reimbursement Schedule

Developer's Obligation

Maximum Amount of Increment to be Paid to Developer

[Signature Page(s) Follow]

WITNESS the due execution of this Short Form of Agreement by Village as of the day and year first above written.

DEVELOPER

By: _____
Printed Name: _____
Its: _____

VILLAGE OF STEGER, an Illinois municipal corporation

By: _____
Printed Name: _____
Its: _____

Attest: _____
Printed Name: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20__, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Village President of the Village of _____, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

WITNESS the due execution of this Short Form of Agreement by Developer as of the day and year first above written.

An Illinois corporation

By: _____, its sole member

By: _____, its manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this ____ day of _____, 20__, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the _____ of _____, an Illinois corporation, that said instrument was signed on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

EXHIBIT A
Legal Description

EXHIBIT H
(Request for Reimbursement)

Request for Reimbursement Certificate

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The affiant, _____, _____ of _____, an Illinois corporation (the "Developer"), hereby certifies that with respect to that certain Redevelopment Agreement between the Developer and the Village of Steger, Illinois ("Village") dated _____, 2020 (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ _____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the Village to date:
\$ _____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:
\$ _____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the Village.

E. The Developer hereby certifies to the Village that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred, including non-compliance with all Laws.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

DEVELOPER

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ___ day of _____.

My commission expires: _____

Agreed and accepted:

Name
Title: _____
Village of Steger

Reimbursement Schedule

Developer's Obligation

Maximum Amount of Increment to be Paid to Developer



Comcast's Fiber and Voice Service For:
Village of Steger

COMCAST BUSINESS
BEYOND FAST

Comcast Dedicated Ethernet, Ethernet Network Services and Business VoiceEdge Pricing

Service Description	Service Type	Address	Term	Speed	Monthly Recurring	One Time	Install
Comcast's Ethernet Dedicated Internet	Fiber	35 W 34th St	36 Mo	300 Meg	\$974.00	\$0.00	90-120 Days
Comcast's Ethernet Network Services	Fiber	35 W 34th St	36 Mo	200 Meg	\$504.00	\$0.00	90-120 Days
Comcast's Ethernet Network Services	Fiber	3320 Lewis St	36 Mo	100 Meg	\$351.00	\$200.00	90-120 Days
Comcast's Ethernet Network Services	Fiber	3043 Lewis St	36 Mo	50 Meg	\$252.00	\$200.00	90-120 Days
Comcast's Ethernet Network Services	Fiber	3501 Hopkins St	36 Mo	50 Meg	\$252.00	\$200.00	90-120 Days
Comcast's Ethernet Network Services	Fiber	3035 Lewis St	36 Mo	50 Meg	\$195.00	\$200.00	90-120 Days
Comcast's Ethernet Virtual Private Line	Fiber	160 N LaSalle	36 Mo	50 Meg	\$252.00	\$200.00	90-120 Days
Total Fiber Services					\$2,780.00	\$1,000.00	
Business Class Services to be Removed							
Business Internet	Coax	3043 Lewis Street	Remove	35/5	\$89.90		Upon Install of Fiber
Business Internet	Coax	3035 Lewis Street	Remove	35/5	\$89.90		Upon Install of Fiber
Business Internet	Coax	3320 Lewis Street	Remove	35/5	\$89.90		Upon Install of Fiber
Business Internet	Coax	3320 Lewis Street	Remove	50/10	\$134.90		Upon Install of Fiber
Business Internet	Coax	3322 Emerald Avenue	Remove	50/10	\$134.90		Upon Install of Fiber
Business Internet	Coax	35 West 34th Street	Remove	150/25	\$173.35		Upon Install of Fiber
Business Internet	Coax	35 West 34th Street	Remove	150/25	\$154.90		Upon Install of Fiber
Business Internet	Coax	3501 Hopkins Street	Remove	300/25	\$208.45		Upon Install of Fiber
Total Business Class Services Removed					\$1,076.20		
Incremental Increase Moving from Fiber to Coax					\$1,703.00		
Comcast Hosted VoIP							
Comcast Hosted VoIP	Fiber	3320 Lewis St	36 Mo	50 Mbps	\$141.45	\$0.00	30 Days
Comcast Hosted VoIP	Fiber	35 W 34th St	36 Mo	50 Mbps	\$379.70	\$0.00	30 Days
Comcast Hosted VoIP	Fiber	3043 Lewis St	36 Mo	50 Mbps	\$69.75	\$0.00	30 Days
Comcast Hosted VoIP	Fiber	3501 Hopkins St	36 Mo	50 Mbps	\$72.70	\$0.00	30 Days
Comcast Hosted VoIP	Coax	3035 Lewis St	36 Mo	50 Mbps	\$39.85	\$0.00	30 Days
Total New BVE Pricing over Fiber					\$703.45	\$0.00	
Total Old Rate Structure					\$1,334.50	\$0.00	
Cost Savings					\$631.05	\$0.00	
Total Fiber Services							
Total Fiber Services	Coax	Village of Steger			\$2,780.00		
Total BVE over Fiber							
Total BVE over Fiber	Coax	Village of Steger			\$703.45		
Total Enterprise Services							
Total Enterprise Services	Coax	Village of Steger			\$3,483.45	\$2,550.00	
Remove Business Internet							
Remove Business Internet	Coax	Village of Steger			\$1,076.20		
Remove BVE over Coax							
Remove BVE over Coax	Coax	Village of Steger			\$1,334.50		
Total New Incremental					\$1,072.75		

***All Pricing Subject to Final Financial Approval

ABOUT COMCAST FIBER SOLUTION:

- * 100% WHOLLY-OWNED NETWORK
- * END-TO-END TRUE DIVERSE FIBER SOLUTION; NO COPPER INFRASTRUCTURE INVOLVED
- * NOC IN NAPERVILLE TO MONITOR FIBER NETWORK 24/7/365
- * DEDICATED, SYMMETRICAL FIBER BUILT DIRECTLY INTO LAN CLOSET; SAME UPLOAD AND DOWNLOAD SPEED
- * LOCAL ACCOUNT TEAM - BILLING, SALES AND SERVICE
- * NO TAXES ON EDI DATA FIBER PRODUCTS - FLAT RATE AS DISPLAYED
- * SCALABLE SOLUTION, TO SUPPORT FUTURE GROWTH, NO NEW INFRASTRUCTURE NEEDED
- * SERVICE-LEVEL AGREEMENT OF 99.99%



Guaranteed Technical Services And Consulting, Inc.
P.O. Box 627 Richton Park, IL 60471
Phone (708) 481-4055 Fax (708) 481-2486

**CONSULTING & MANAGED SERVICES AGREEMENT
FOR NETWORK AND COMPUTER CONSULTING,
INSTALLATION, AND RELATED SERVICES**

This Agreement is made and entered into on the 1st day of February 2021 by and between GUARANTEED TECHNICAL SERVICES AND CONSULTING, INC. hereinafter referred to as "GTSAC" of PO Box 627, Richton Park, IL 60471 and the VILLAGE OF STEGER hereinafter referred to as "Customer" of 3320 Lewis Avenue, Steger, IL. 60475.

RECITALS

- A. GTSAC is engaged in the business of network and computer systems consulting, including design, programming, installation, support, and other related services;
- B. Customer desires to receive the expertise, knowledge and experience of GTSAC and its services on a continuing basis;
- C. GTSAC agrees to provide the required services to Customer according to the terms and conditions of this agreement;

Therefore, in consideration of the mutual promises set forth in this agreement, the parties agree as follows:

SECTION ONE - DESCRIPTION OF WORK

GTSAC shall provide network and computer systems design, installation, programming, configuration, support, consulting and/or analysis services, and such support documentation or materials as specified herein, pursuant to the charges, terms, and conditions of this agreement, and as may be agreed to from time to time in project description orders, which as issued and accepted by both parties, shall be incorporated into this agreement.

SECTION TWO - PAYMENT

- a. Customer shall pay for the services provided by GTSAC in accordance with the following rates or at the following fixed fees and at the rates or fixed fees set forth in subsequent project description orders made pursuant to this agreement.
- b. Customer shall pay GTSAC in accordance with the payment schedule described in this section, and the billing rates, as stated in Exhibit "A" and Exhibit "B" attached and made a part hereof.



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- c. Rates quoted on a time and material basis are subject to change at any time following sixty days' written notice by GTSAC, except as may be expressly provided for in any project description order.
- d. Customer shall reimburse GTSAC for expenses incurred for supplies, transportation, and secretarial and messenger services, where Customer has provided prior authorization or where reasonably incurred by GTSAC as the result of an error or omission by Customer, and for additional reasonable expenses incurred by GTSAC in making changes requested by Customer in the services to be performed in any project description order.
- e. Invoices covering services performed and charges incurred by GTSAC will be issued weekly and shall be paid within 30 days of receipt. Any invoice not paid within said period is subject to a 1.5% late fee compounded monthly based on the outstanding invoice balance.

SECTION THREE - TERM OF CONTRACT

- a. The term of this contract shall commence on February 1, 2021, and shall continue in full force and effect until January 31, 2024, automatically renewing on the anniversary date unless terminated by mutual agreement or by either party for cause by the giving of written notice 60 days prior to the automatic renewal date.
- b. Customer may opt out of the initial term of this contract by March 2, 2021 by providing written notice. Termination of this agreement after March 2, 2021 or less than 60 days prior to the term end date will result in an early termination fee equal to 6 months of the minimum monthly commitment.
- c. Minimum Monthly Commitment – GTSAC is a managed service provider. Several systems shall be put in place to protect the enterprise network of the Customer. These systems and associated services have a minimum cost to GTSAC which are passed onto the Customer, and include items such as web traffic filtering, monitoring, and reporting, cloud backup with disaster recovery protection, off site redundant storage of critical electronic information with real-time replication, intrusion protection and monitoring, penetration testing and reporting, end user security awareness and phishing exercises, etc. The cost of this monthly service will be determined by the number of computers, servers, and users that the Customer has, and will be billed monthly. See Exhibit "B" attached and made part of this agreement.

SECTION FOUR - GTSAC'S PERSONNEL

- a. The personnel assigned by GTSAC to perform the services described in any project description order hereunder will be qualified to perform the assigned duties. GTSAC shall determine which of its personnel shall be assigned to any project and to replace or reassign such personnel during a project.
- b. GTSAC assumes responsibility for its personnel providing services hereunder and will make all deductions required of employers by state, federal, and local laws, including deductions for social security and withholding



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taxes, and contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each of them.

c. GTSAC further may only subcontract to qualified third persons any part or all of the performance of the services described in any project description order hereunder, upon written approval of the Customer.

SECTION FIVE - SOLICITATION OF EMPLOYEES BY CUSTOMER

Customer shall not, during the term of this agreement nor a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by GTSAC during the term of this agreement, without the prior written consent of GTSAC.

SECTION SIX - RELATIONSHIP OF PARTIES

a. The parties intend that an independent contractor- employer relationship be created by this contract. The conduct and control of the work will lie solely with GTSAC. However, GTSAC shall perform such work in accordance with currently approved methods and procedures for technology consulting and related services. GTSAC shall be free to contract for similar services to be performed for other Customers while under contract with Customer.

b. GTSAC is not to be considered an agent or employee of Customer for any purpose and will not be entitled to any of the benefits Customer provides for its employees.

SECTION SEVEN - DATA SAFEGUARDS

All written information, submitted by Customer to GTSAC in connection with services performed by GTSAC under this agreement, which is identified as proprietary information, will be safeguarded by GTSAC to at least the same extent as GTSAC safeguards like information relating to its own business. If such data is publicly available, is already in GTSAC's possession or known to it, or is rightfully obtained by GTSAC from third parties, GTSAC shall bear no responsibility for its disclosure, inadvertent or otherwise.

SECTION EIGHT - DOCUMENTATION

A complete set of all documentation developed by GTSAC pursuant to the services performed hereunder shall be made available to Customer on completion or termination of each project description order and shall become the sole property of the Customer. GTSAC reserves the right, however, to use thereafter any ideas and techniques as may be developed during the course of the services provided.



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Your network will be fast, scalable, reliable - Guaranteed!

SECTION NINE - LIABILITY OF GTSAC

- a. GTSAC shall not be liable for any damages caused by delay in rendering performance hereunder arising from any cause beyond the reasonable control of GTSAC, or as a result of strikes, work stoppage, or act of GOD.
- b. GTSAC shall not be liable for breach of warranty, express or implied, including without limitation any warranties of merchantability or fitness, nor for negligence in respect to any performance by GTSAC pursuant to this agreement. GTSAC shall in no event be liable for any incidental, special or consequential damages.
- c. In no event shall GTSAC's liability for any services performed hereunder exceed the amount of money paid by Customer to GTSAC under each project description order. Services performed under any project description order shall be considered to have been accepted by Customer unless rejected by Customer in writing within 30 days of each submitted invoice.

SECTION TEN - TERMS TO BE EXCLUSIVE

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. In the event Customer issues a purchase order, memorandum, specifications or other instrument covering the services provided for in this agreement, such purchase order, memorandum, specifications, or instrument is for Customer's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.
- b. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons or legally entities.

SECTION ELEVEN - WAIVER OR MODIFICATION OF TERMS

No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of GTSAC.

SECTION TWELVE - ASSIGNMENT

Any assignment of this agreement by Customer without the written consent of GTSAC shall be void. Any assignment of this agreement by GTSAC without the written consent of Customer shall be void.

SECTION THIRTEEN - WRITTEN NOTICE

- a. All communications regarding this agreement should be sent to GTSAC at the address set forth above unless Customer is notified in writing to the contrary.



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b. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

SECTION FOURTEEN - MISCELLANEOUS PROVISIONS

a. Choice of Law. This agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to the conflict of law's provisions thereof.

b. Clear Location. All locations must be clear of any obstacles such as office furniture, partitions, pallets, racks, etc. GTSAC will not be responsible for moving office furniture or partitions. Additional charges may be incurred if GTSAC technicians encounter such obstacles.

c. Project Manager. The client shall provide a project manager or designee, accessible at all times during the duration of the project, to provide direction and technical information incase questions arise.

d. Management and Administration of Technology. No employee of Customer, information technology consulting company, independent contractor, or "friend of the Customer" may survey, install, configure, manage, or administer the Customer's local area network, wide area network, internet connectivity, cloud hosted services, servers, computers, or IP telephony systems for the term of this contract unless express written consent has been given by an authorized representative of GTSAC.

d. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver or relinquishment of any of the terms, covenants or conditions, nor will any waiver of relinquishment of any right or power at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

Authorized GTSAC Representative

Authorized Customer Representative

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



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Exhibit A - Consulting Agreement Services and Pricing

GTSAC has two classifications for billing.

1. Senior Consultant Description and Rate - The senior consultant assigned to your site will be responsible for the design, installation, configuration, and support of firewalls, network equipment, file servers, email servers, local area networks, wide area network connectivity, internet connectivity and protection, web traffic filtering and security, email security, and related technologies. The senior consultant will give direction to any other GTSAC consultant assigned to your site. The senior consultant will also provide support for advanced issues that may arise. You may contact the senior consultant for your site directly via cell phone, email, or office phone.
 - a. The bill rate for your senior consultant is \$130 per hour.
 - b. There is a 1 hour minimum charge.
 - c. Additional time over 1 hour will be billed in 15 minute increments.

2. Consultant Description and Rate – Depending on your current projects, work may be delegated to your assigned consultant (as opposed to the senior consultant). Doing this allows your work to be done timely and professionally, but at a significant cost savings to you. He or She will be available to you via cell phone, email, and office phone.
 - a. The consultant bill rate is \$90 per hour.
 - b. There is a 1 hour minimum charge.
 - c. Additional time over 1 hour will be billed in 15 minute increments.

Should you require other services, such as the installation of network cabling, web development, non-standard mounting of hardware, such as flat panel wall mounting, or ceiling mounted projectors, IP cameras / video surveillance, GTSAC will perform those functions for you. However, such items may be billed at different rates than those specified above, on a time and materials basis.



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Exhibit B - GTSAC Managed Services Agreement

Thank you for partnering with Guaranteed Technical Services and Consulting for your information technology needs. We are pleased to present to you our managed services agreement. In today's world of advanced attacks, phishing, and ransomware, GTSAC is committed to keeping your environment protected and providing training for your users so they can do their part to ensure a safe computing environment. As a part of our managed services offering, we will provide the following services for your Enterprise network...

- Each information technology asset (PCs, laptops, tablets, printers, servers, network equipment, firewalls) will be protected by multilayered, advanced, cloud based web traffic filtering, monitoring, and sandboxing with detailed reporting, including malware detection, SSL inspection, decryption, and re-encryption, and intrusion detection and mitigation. This will occur whether the asset is on net or operating remotely.
- Cloud based email security with blatant spam quarantine, attachment sandboxing, and link inspection.
- Penetration testing of all systems on the enterprise network and reporting of results to the designated on-site contact
- Centrally managed and locally installed anti-malware and anti-ransomware protection
- Comprehensive patch management and version control
- Regularly scheduled on premises and cloud replicated backups of all servers (10TB of total storage) with ransomware protection

There is a \$5000 managed services setup charge, which includes the parts and labor required to facilitate the service. The managed services setup charge is due on February 1, 2021.

The monthly cost for managed services in your environment is \$2500 and shall be paid by the 15th of each month for the duration of the contractual agreement. The first monthly service charge is due on March 15, 2021.

GTSAC incurs cost to provide these services. Therefore, the Customer agrees to pay the monthly amount by the 15th day of each month, or in full annually before services start, to avoid late payment penalties and possible service disruption.

Should the Customer choose to terminate the managed services agreement early for cause, the Customer agrees to pay an early termination fee equal to 6 months of scheduled charges. If the Customer's payments are more than 60 days late, GTSAC may terminate the managed services agreement and require the early termination fee to be paid.

The fees collected for managed services are non-refundable and non-negotiable.

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: Village of Steger

Date: 12/11/2020

MSA ID#: IL-3462245-bcart

SO ID#: IL-3462245-bcart-18082699

Short Description of Service: 5 Site ENS with EDI and MR

Service Term: 36 MONTHS

PAGE 2 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Network Interface - Gig E	Port	Police Dept / 35 W 34th St	-	Interstate	1	\$0.00	\$0.00
002	New	Add	EDI - Bandwidth	300 Mbps	Police Dept / 35 W 34th St	-	Interstate	1	\$944.00	\$0.00
003	New	Add	IPv4 Static Address Block /28 (14)	Static IP	Police Dept / 35 W 34th St	-	Interstate	1	\$30.00	\$0.00
004	-	-	-	-	-	-	-	-	-	-
005	New	Add	Ethernet Network Interface - Gig E	Port	Police Dept / 35 W 34th St	-	Interstate	1	\$0.00	\$0.00
006	New	Add	ENS - Basic Network Bandwidth	200 Mbps	Police Dept / 35 W 34th St	-	Intrastate	1	\$188.87	\$200.00
007	New	Add	Ethernet Network Interface - 10 / 100	Port	Village Hall/Fire Dept / 3320 Lewis	-	Intrastate	1	\$35.00	\$0.00
008	New	Add	ENS - Basic Network Bandwidth	100 Mbps	Village Hall/Fire Dept / 3320 Lewis	-	Intrastate	1	\$312.00	\$200.00
009	New	Add	Ethernet Network Interface - 10 / 100	Port	Public Works / 3043 Lewis St	-	Intrastate	1	\$38.97	\$0.00
010	New	Add	ENS - Basic Network Bandwidth	50 Mbps	Public Works / 3043 Lewis St	-	Intrastate	1	\$213.03	\$0.00
011	New	Add	Ethernet Network Interface - 10 / 100	Port	Community Center / 3501 Hopkins	-	Intrastate	1	\$38.97	\$0.00
012	New	Add	ENS - Basic Network Bandwidth	50 Mbps	Community Center / 3501 Hopkins	-	Intrastate	1	\$213.03	\$0.00
013	New	Add	Ethernet Network Interface - 10 / 100 (HFC)	Port	EMS / 3035 Lewis St	-	Intrastate	1	\$38.97	\$0.00
014	New	Add	ENS - Basic Network Bandwidth (HFC)	20 Mbps	EMS / 3035 Lewis St	-	Intrastate	1	\$35.00	\$200.00
015	-	-	-	-	-	-	-	-	-	-
016	New	Add	Ethernet Network Interface - 10 / 100	Port	Police Dept / 35 W 34th St	-	Intrastate	1	\$156.00	\$0.00
017	New	Add	EVPL - Basic Network Bandwidth	50 Mbps	Police Dept / 35 W 34th St	ICN / 180 N LaSalle	Intrastate	1	\$38.97	\$0.00
018	-	-	-	-	-	-	-	-	-	-
019	New	Add	BVE Port	Port	Police Dept / 35 W 34th St	-	Intrastate	1	\$213.03	\$0.00
020	New	Add	BVE - Premium Network Bandwidth	100 Mbps	Police Dept / 35 W 34th St	-	Interstate	1	\$0.00	\$0.00
021	New	Add	BVE Port	Port	Police Dept / 35 W 34th St	-	Interstate	1	\$0.00	\$0.00
022	New	Add	BVE - Premium Network Bandwidth	100 Mbps	Village Hall/Fire Dept / 3320 Lewis	-	Interstate	1	\$0.00	\$0.00
023	New	Add	BVE Port	Port	Village Hall/Fire Dept / 3320 Lewis	-	Interstate	1	\$0.00	\$0.00
024	New	Add	BVE - Premium Network Bandwidth	100 Mbps	Public Works / 3043 Lewis St	-	Interstate	1	\$0.00	\$0.00
025	New	Add	BVE Port	Port	Public Works / 3043 Lewis St	-	Interstate	1	\$0.00	\$0.00
026	New	Add	BVE - Premium Network Bandwidth	100 Mbps	Community Center / 3501 Hopkins	-	Interstate	1	\$0.00	\$0.00
027	New	Add	BVE Port	Port	Community Center / 3501 Hopkins	-	Interstate	1	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fee

PAGE 2 SUBTOTAL:

\$2,780.00

\$1,000.00

MSA ID#: IL-3462245-bcart

SO ID#: IL-3462245-bcart-18082699

Account Name: Village of Steger

CUSTOMER INFORMATION (for notices)

Primary Contact: Mark Daniels
 Title: IT Coordinator
 Address 1: 3320 Lewis St
 Address 2:
 City: Steger
 State: IL
 Zip: 60475
 Phone: (708) 481-4055
 Cell:
 Fax:
 Email: mseehausen@villageofsteger.org

Billing Account Name: Village of Steger
 Billing Name:
 (3rd Party Account):
 Billing Contact: Mary Jo Seehausen
 Title: Village Manager
 Phone: (708) 754-4044
 Cell: (708) 754-3385
 Fax:
 Email: mseehausen@villageofsteger.org

INVOICE ADDRESS
 Address 1: 3320 Lewis St
 Address 2:
 City: Steger
 State: IL
 Zip Code: 60475
 Tax Exempt: Yes
 * If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$0.00
 Current Trunk Services Monthly Recurring Charges: \$0.00
Total Current Monthly Recurring Charges (all Services): \$0.00

Change Monthly Recurring Charges: \$2,780.00
 Change Trunk Services Monthly Recurring Charges: \$0.00
Change Monthly Recurring Charges (all Services): \$2,780.00

Total Monthly Recurring Charges: \$2,780.00
 Total Trunk Services Monthly Recurring Charges: \$0.00
Total Monthly Recurring Charges (all Services): \$2,780.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$1,000.00
 Total Trunk Services Standard Installation Fees: \$0.00
Total Standard Installation Fees (all Services): \$1,000.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00
 Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Services Equipment Fee Monthly Recurring Charges: \$0.00
 Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Service Equipment Fee Monthly Recurring Charges: \$0.00
 Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below.

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Lucas Potter
Name:	Name:	Sales Rep E-Mail:	lucas_potter@cable.comcast.com
Title:	Title:	Region:	Chicago
Date:	Date:	Division:	Central