

*VILLAGE OF*  
**STEGER**  
**BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**  
**3320 Lewis Avenue, Steger IL 60475**

**MONDAY, JUNE 5, 2023 5:30 pm**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
- D. MINUTES of May 15, 2023 Regular Meeting
- E. AUDIENCE PARTICIPATION
- F. REPORTS
  - 1. Administrator
  - 2. Department Heads
    - a. Public Infrastructure/Code Enforcement Director
    - b. Fire Chief
    - c. Police Chief – Report Submitted
    - d. Community Center Director
    - e. EMA Chief
  - 3. Attorney
  - 4. Treasurer
  - 5. Mayor's Report
  - 6. Clerk's Report
  - 7. Trustee/Liaison Report
    - Trustee Stewart – Report Submitted
    - Trustee Lopez – Report Submitted
- G. PAYING OF THE BILLS:
- H. CORRESPONDENCE      Letter from Thorn Creek Basin Sanitary District

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

**MONDAY JUNE 5, 2023 BOARD OF TRUSTEE REGULAR MEETING AGENDA**

I. UNFINISHED BUSINESS:

J. NEW BUSINESS

SWEARING IN OF NEWLY ELECTED OFFICIALS:  
TIM PERCHINSKI, VILLAGE TRUSTEE

RATIFICATION OF FOP POLICE CONTRACT MAY 1, 2020 THROUGH APRIL 30, 2024

ORDINANCE NO. 1296

AN ORDINANCE AMENDING CHAPTER 2 OF THE MUNICIPAL CODE OF STEGER, ILLINOIS REGARDING ADDRESSING MEETINGS

ORDINANCE NO. 1297

AN ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER, AND KEITH'S POWER EQUIPMENT, INC.

ORDINANCE NO. 1298

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR PROPERTY MARKETING SERVICES CONCERNING THE PARCEL OF LAND LOCATED AT 3140 UNION AVENUE, STEGER, IL 60475, BETWEEN THE VILLAGE OF STEGER AND THE STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS.

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ORDINANCE NO. 1299

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR PROPERTY MARKETING SERVICES CONCERNING THE PARCEL OF LAND LOCATED AT 3200-3210 UNION AVENUE, STEGER, IL 60475, BETWEEN THE VILLAGE OF STEGER AND THE STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS.

New business license application for ALL EXECUTIVE REALTORS LLC by Tselane Morgan-Hatter at 3044 Chicago Road

New business license application for STIHL INTERNATIONAL GMBH by Cosmos Stihl Manufacturing at 3001 Holeman Avenue

New business license application for Vielman's Glass and Mirrors by Juan Carlos Vielman at 3121 Chicago Road (Rear Commercial Building)

New business license application for Raspberry's Pancake House at 3145 Chicago Road

- K. DISCUSSION OF NEW IDEAS FOR VETERANS PARK  
ADJOURNMENT

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MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF TRUSTEES OF THE  
VILLAGE OF STEGER, WILL & COOK  
COUNTIES, ILLINOIS

The Board of Trustees convened in regular session at 7:00 P.M. on this 15<sup>th</sup> day of May, 2023 in the Municipal Building of the Village of Steger and via Teleconference that was made available to all residents. Mayor Peterson led all in attendance in the Pledge of Allegiance to the flag.

The roll was called. The following Trustees were present; Thurmond, Lopez, Stewart, Trotier and Joyce. Mayor Peterson was present. Trustee Perchinski was absent.

Also present: Director of Public Infrastructure Dave Toepper, Fire Chief Michael Long, Police Chief Greg Smith, EMA Chief Tom Johnston and Community Center Director Diana Rossi. Village Administrator Mary Jo Seehausen was absent.

**AWARDS, HONORS AND SPECIAL RECOGNITION**

Mayor Peterson stated he had a couple things he would like to acknowledge. Trustee Lopez reached out to me because he was working with our State Representative Anthony DeLuca on getting us into the Capitol Fund Bill in the State of Illinois, and they were successful in getting the Village of Steger in that Capitol bill. We will be allocated once it is adopted. This will bring us additional funds from the State of Illinois which we will apply towards drainage. I want to recognize Trustee Lopez for his hard work in getting those funds. Trustee Lopez added that State Representative DeLuca is already paying dividends. Mayor Peterson concluded by stating that it would be about \$200,000.00 when approved.

I would also like to let everyone know that the Steger Police Department will be conducting a Town Hall Meeting to talk about recent crime in Steger. I want to also acknowledge Trustee Stewart because he came to me with the idea that we should do something specifically for crime in trying to educate our residents on what we can do for crime prevention, how to be safe, how to be alert. So, I went to Chief Smith with the idea and he took the ball right away. The Chief is going to begin with a program for businesses because that is where a lot of our crime activity has been. Chief Smith will then plan a function for residents to be held at the Community Center.

On June 5<sup>th</sup>, the Village Board has been invited to the Steger School District 194 Graduation Ceremony to take place at Columbia-Central Jr. High. I am asking to have a motion to move our meeting on June 5<sup>th</sup> to 5:30 pm.

Trustee Joyce made a motion to change the start time of the June 5, 2023 Village Board Meeting from 7 pm to 5:30 pm to allow Board Members to attend the Columbia-Central Graduation ceremony. Trustee Lopez seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier and Joyce. Mayor Peterson voted aye. Motion carried.

Mayor Peterson then pointed out there were no attendees on our ZOOM broadcast, but announced this would be our last Zoomed Village Board Meeting. The Federal Government has announced that the pandemic is now over. Our Governor has announced that the pandemic is over and his special orders he has given throughout are no longer going to be in effect. It was through those orders that gave us the opportunity to have ZOOM for public meetings, so we are probably not going to be doing this in the future. I don't see this having a huge affect on residents as we didn't have a lot of participation through ZOOM.

## **MINUTES**

Trustee Lopez made a motion to approve the minutes of May 1<sup>st</sup> meeting as all members have copies. Trustee Trotier seconded the motion. Voice vote; all ayes. Motion carried.

## **AUDIENCE PARTICIPATION**

Mark Gerrity of 314 Royal Oak Drive approached the board regarding multiple mailings he received from the Village of Steger last week. He got one for his vehicle stickers, one for dog license and one for his Village Utility bill. He questioned why they could not be contained in one mailing. Mayor Peterson stated that the three programs all use separate software programs, and where we had not been mailing reminders in recent years for vehicles and dogs, this was a trial run for us this year. This has been brought to my attention by others as well and we are going to work next year to send them together all at once. Mr. Gerrity asked if we can get rid of all the abandoned vehicles sitting in yards with no vehicle stickers? Mayor Peterson stated that we are working on that as well.

Commander of the Steger VFW, Mike Krepps approached the board to discuss the upcoming Memorial Day Ceremony to take place on the Boulevard. He questioned the collection of donations for poppies on the street corners. The American Legion had previously asked permission to be on the corner and the board approved their request and agreed to include the VFW as well. Mr. Krepps explained that the monies collected goes into our relief fund, and then those funds are distributed to military members that are in desperate situations. Since this has always been an American Legion event, I would like to ask the Village Board that the VFW Post have the Poppy Event next year. Mayor Peterson said he would have a conversation with the American Legion and see what can be worked out. He then went on to give a brief description of plans the VFW has for the upcoming Memorial Day Ceremony.

## **REPORTS**

**Village Administrator Mary Jo Seehausen** No report.

**Director of Public Infrastructure Dave Toepper** No report.

**Fire Chief Michael Long** No report.

**Police Chief Greg Smith** Submitted his weekly blotter. As the Mayor mentioned, we will be hosting a workshop/town hall meeting. We are looking forward to it and try and get as many businesses, reps, owners. It will be held on May 24<sup>th</sup> at 6 pm at the Police Department. We think we can hold that size group there. For the public forum, we will probably need the Community Center. The community meeting will gear more toward scams and crime prevention for residents. This upcoming meeting will be more toward trends in crime, what we have experienced lately. We want to pass on to business crime prevention, police response, technology; I will be speaking a little about Flock Cameras. I am attending a webinar this Thursday on cameras available for businesses that would link to the police department. We will also talk on how we can work together to reduce crime.

**Community Center Director Diana Rossi** No report.

**EMA Chief Tom Johnston** No report.

**Village Attorney** No report.

**Treasurer** No report.

**MAYORS REPORT** No further report.

**VILLAGE CLERK** No report.

## **TRUSTEES REPORTS**

Trustee Trotier I've been researching grants.

Thank you to State Rep. Anthony DeLuca for cracking down on prescription price gouging by supporting House Bill #3957. The bill penalizes prescription drug companies who are raising costs without a cause to consumers.

We will be having an Electronic Recycling program along with an Expired Pill Collection and off-site shredding on Saturday, June 24<sup>th</sup> from 9 am - 11 am. The location will be at our municipal lot (Village Green). It is in the same lot as Little Caesar's & Boyo's Market. I invite our Village Board to join in.

Minutes May 15, 2023 page 4

As an aside, I invite all residents to brighten up their home with beautiful spring flowers by gardening and planting flowers. It shows that we are invested in our community. That is all I have for now.

### **BILLS**

Trustee Lopez made a motion to pay all bills as listed when funds become available. Trustee Stewart seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier and Joyce. Mayor Peterson voted aye. Motion carried.

### **CORRESPONDENCE**

None

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS:**

Village Clerk Joseph Zagone gave the Oath of Office to newly elected Village Trustees: Gerald Stewart and William Joyce.

Trustee Joyce made a motion to adopt ORDINANCE NO. 1295: AN ORDINANCE SETTING THE TIME FOR SWEARING IN OF ELECTED OFFICIALS FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Thurmond seconded the motion.

Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Trotier and Joyce. Mayor Peterson voted aye. Motion carried



Being no further business:

Trustee Perchinski made a motion to adjourn the meeting.

Trustee Joyce seconded the motion. Voice vote; all ayes. Motion carried.

Meeting adjourned at 7:27 pm.

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Kenneth A. Peterson, Jr., Village President

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Joseph M. Zagone, Jr., Village Clerk



SYS DATE:06/01/23

VILLAGE OF STEGER  
A / P W A R R A N T L I S T  
REGISTER # 113

SYS TIME:15:20  
[NW2]

DATE: 06/01/23

Thursday June 1, 2023

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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
PHOENIX FIRE SYSTEMS					
206556		01-00-31401		EQUIP MAINT	34.50
NICOR GAS					
8-5283 8 5-08-2		01-00-33200		HEAT	59.13
HERITAGE F/S, INC.					
35013498		01-00-33300		GAS	170.47
CINTAS CORPORATION LOCKBOX					
5159303320		01-00-33500		SUPPLIES	97.80
AT&T					
708 7543690 263		01-00-33700		TELEPHONE	1.91-
AT&T					
708754369005		01-00-33700		TELEPHONE	19.94
COMCAST BUSINESS					
172497464		01-00-33700		TELEPHONE	472.94
VERIZON WIRELESS					
9934084316		01-00-33700		TELEPHONE	482.83
COMCAST BUSINESS					
172497461		01-00-33701		ETHERNET	310.06
T & T BUSINESS SYSTEMS, INC.					
114733		01-00-33901		RENTAL-EQUIPMENT	141.00
PACE SUBURBAN BUS / V A N P O O L					
062423		01-00-33902		SENIOR BUS	100.00
DEL GALDO LAW GROUP LLC					
31289		01-00-34100		LEGAL SERVICES	657.50
GIANOPOLUS, DENNIS G. P.C.					
20578		01-00-34100		LEGAL SERVICES	3387.37
GIANOPOLUS, DENNIS G. P.C.					
20615		01-00-34100		LEGAL SERVICES	6544.59
B&F CONSTRUCTION CODE SERVICES, INC					
61682		01-00-34102		PRO SERV. OTHER	225.00
PROSHRED SECURITY					
1168982		01-00-34102		SHREDDING	54.45
UNION HILL HOLDINGS, LLC					
32-32-406-026-0		01-00-38900		MISC. OTHER	3177.60
UNION HILL HOLDINGS, LLC					
32-32-406-027-0		01-00-38900		MISC. OTHER	177.60
UNION HILL HOLDINGS, LLC					
32-33-410-034-0		01-00-38900		MISC. OTHER	14.05
UNION HILL HOLDINGS, LLC					
32-33-410-035-0		01-00-38900		MISC. OTHER	14.05
UNION HILL HOLDINGS, LLC					
32-33-410-036-0		01-00-38900		MISC. OTHER	14.05
UNION HILL HOLDINGS, LLC					
32-33-410-037-0		01-00-38900		MISC. OTHER	14.05
UNION HILL HOLDINGS, LLC					
32-33-410-038-0		01-00-38900		MISC. OTHER	14.05
UNION HILL HOLDINGS, LLC					
32-35-302-062-0		01-00-38900		MISC. OTHER	4310.05
TOTAL FOR FUND 01		DEPT. 00			23491.17
MUNICIPAL COLLECTION SERVICES					
023971		01-06-34901		C-TICKET EXPENSES	317.55-
MUNICIPAL COLLECTION SERVICES					
023971.1		01-06-34901		C-TICKET EXPENSES	99.47
MUNICIPAL COLLECTION SERVICES					
024198		01-06-34901		C-TICKET EXPENSES	826.41
TOTAL FOR FUND 01		DEPT. 06			608.33
VERIZON WIRELESS					
9934084316		01-07-33700		TELEPHONE	85.07
DACRA ADJUDICATION SYSTEM					
MS 2023-05-36		01-07-34902		ADMIN BLDG CODE	1250.00
MUNICIPAL COLLECTION SERVICES					
023970		01-07-34902		ADMIN BLDG CODE	54.48
MUNICIPAL COLLECTION SERVICES					
024196		01-07-34902		ADMIN BLDG CODE_M	2864.58
MUNICIPAL COLLECTION SERVICES					
024197		01-07-34902		ADMIN BLDG CODE_M	2480.21

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT	DIST
				DESCRIPTION		
TOTAL FOR FUND 01		DEPT. 07			6734.34	
ANDY FRAIN SERVICES INC						
338458		01-19-30900		SALARY-CROSSING G	2945.70	
TOTAL FOR FUND 01		DEPT. 19			2945.70	
AFFILIATED CUSTOMER SERVICE INC						
5186421		01-20-31100		MAINT-BUILDING	1094.87	
GEMINI II SEWER RODDING IRRIGATION, LLC						
5-15-23		01-20-31100		MAINT-BUILDING	675.00	
MERTS HVAC						
51773582		01-20-31100		MAINT-BUILDING	1446.91	
PHOENIX FIRE SYSTEMS						
206556		01-20-31800		EQUIP MAINT	256.70	
MUNICIPAL EMERGENCY SERVICES DEPOSITORY						
IN1883942		01-20-31800		MAINTENANCE	205.00	
O'REILLY AUTO PARTS						
3414-255758		01-20-31805		MAINT-VEHICLES	50.60	
R&R MAINTENANCE FIRE & FLEET						
13805		01-20-31805		MAINT-VEHICLES	895.00	
R&R MAINTENANCE FIRE & FLEET						
13810		01-20-31805		MAINT-VEHICLES	1030.00	
TOM'S TRUCK REPAIR SOUTH INC						
SL13224		01-20-31805		MAINT-VEHICLES	72.00	
HERITAGE F/S, INC.						
35013353		01-20-33300		GAS	513.14	
HERITAGE F/S, INC.						
35013417		01-20-33300		GAS	212.04	
HERITAGE F/S, INC.						
35013498		01-20-33300		GAS	198.07	
RUNCO OFFICE SUPPLIES AND EQUIP CO.						
906899-0		01-20-33500		OFFICE SUPPLIES	248.55	
CINTAS CORPORATION LOCKBOX						
5159303320		01-20-33501		SUPPLIES	97.79	
COMCAST						
54689 5-20-23		01-20-33700		TELEPHONE	251.07	
VERIZON WIRELESS						
9934084316		01-20-33700		TELEPHONE	248.11	
COMCAST BUSINESS						
172497461		01-20-33701		ETHERNET	367.08	
METRO PARAMEDIC SERVICES INC.						
23-199834		01-20-34250		AMBULANCE SERVICE	3199.40	
COUNTY OF WILL						
APRIL 2023-001		01-20-34252		EASTCOM DISPATCH	4574.97	
COUNTY OF WILL						
APRIL 2023 BR		01-20-34252		EASTCOM DISPATCH	188.16	
STRYKER SALES CORPORATION						
4168581 M		01-20-37800		EQUIPMENT	685.77	
AMERICAN TEST CENTER						
2230270		01-20-38901		DUES, SUBSCRIPTIO	149.00	
TOTAL FOR FUND 01		DEPT. 20			37659.23	
PHOENIX FIRE SYSTEMS						
206556		01-40-31800		EQUIP MAINT	452.75	
GAS N WASH						
3645		01-40-31805		MAINT-VEHICLES	40.00	
JAMES HERR & SONS						
121342		01-40-31805		MAINT-VEHICLES	230.00	
JAMES HERR & SONS						
121356		01-40-31805		MAINT-VEHICLES	82.26	
JAMES HERR & SONS						
121440		01-40-31805		OIL CHANGE	62.26	
POMP'S TIRE SERVICE INC.						
411031063		01-40-31805		MAINT-VEHICLES	302.44	
POMP'S TIRE SERVICE INC.						
411033269		01-40-31805		MAINT-VEHICLES	314.04	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
SCOTT'S-U-SAVE	507407	01-40-31805			VEHICLE MAINT	167.58	
SCOTT'S-U-SAVE	508010	01-40-31805			VEHICLE MAINT	58.00	
SCOTT'S-U-SAVE	508267	01-40-31805			MAINT-VEHICLES	32.00	
SUTTON FORD INC	695849	01-40-31805			VEHICLE MAINT	155.36	
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-208	01-40-32901			MAINT	540.00	
HERITAGE F/S, INC.	35013353	01-40-33300			GAS	1188.72	
HERITAGE F/S, INC.	35013417	01-40-33300			GAS	778.18	
HERITAGE F/S, INC.	35013498	01-40-33300			GAS	1145.53	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	906356-0	01-40-33500			SUPPLIES	129.99	
VERIZON WIRELESS	9934084316	01-40-33700			TELEPHONE	734.44	
COMCAST BUSINESS	172497461	01-40-33701			ETHERNET	1845.07	
COMCAST	95698 5-6-23	01-40-33701			CABLE/INTERNET	52.70	
TECHNOLOGY MANAGEMENT REV FUND	T2326918	01-40-33703			CONTRACTS	5.00	
CINTAS CORPORATION LOCKBOX	5159303369	01-40-33900			SUPPLIES	70.84	
SOUTH HOLLAND PAPER CO.	5-12-23	01-40-33900			ALL OTHER SUPPLIE	118.80	
CLEANING SPECIALIST INC	8362	01-40-34102			PRO SERVICE OTHER	350.00	
COUNTY OF WILL	APRIL 2023-001	01-40-34252			EASTCOM DISPATCH	642.64	
COUNTY OF WILL	APRIL 2023 BR	01-40-34252			EASTCOM DISPATCH	188.16	
THE EAGLE UNIFORM COMPANY INC	INV-15067	01-40-37302			UNIFORMS	37.50	
THE EAGLE UNIFORM COMPANY INC	INV-15068	01-40-37302			UNIFORMS	680.00	
THE EAGLE UNIFORM COMPANY INC	INV-15069	01-40-37302			UNIFORMS	176.00	
GALLS LLC	023415035	01-40-37302			NEW-UNIFORMS	168.95	
GALLS LLC	024211623	01-40-37302			NEW-UNIFORMS	112.01	
GALLS LLC	024250711	01-40-37302			NEW-UNIFORMS	32.99	
JCM UNIFORMS	793924	01-40-37302			NEW-UNIFORMS	122.93	
POLICE CHIEFS ASSOCIATION OF WILL COUNTY	2023 CHIEF & DC	01-40-38901			DUES	100.00	
SHI INTERNATIONAL CORP	501166557	01-40-38901			DUES, SUBSCRIPTIO	712.60	
WILL COUNTY CHILDREN'S ADVOCACY CENTER	2023-25	01-40-38901			DUES, SUBSCRIPTIO	164.00	
PROSHRED SECURITY	1168976	01-40-38917			SHREDDING	61.71	
TOTAL FOR FUND 01		DEPT. 40				34055.45	
C.O.P.S. AND F.I.R.E. PERSONNEL TESTING	108107	01-42-34202			PSY. TESTING	450.00	
TOTAL FOR FUND 01		DEPT. 42				450.00	
TOTAL FOR FUND 01						105944.22	
ACE HARDWARE IN STEGER	154208	03-30-31100			PAINT FOR SOFTBAL	245.52	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT	DIST
REFRIGERATION SYSTEMS OF ILLINOIS						
160156		03-30-31700		MAINT EQUIP	789.89	
PHOENIX FIRE SYSTEMS						
206556		03-30-31800		EQUIP MAINT	84.05	
UNIFIRST CORPORATION						
1201016421		03-30-32900		MATS/CLEANING	59.52	
COMCAST BUSINESS						
172497461		03-30-33701		ETHERNET	232.65	
JOHNSON CONTROLS SECURITY SOLUTIONS						
38818262		03-30-33704		SECURITY SYSTEM	307.08	
ADT COMMERCIAL LLC						
32429599 JUNE		03-30-33704		SECURITY SYSTEM	43.02	
ADT COMMERCIAL LLC						
5-21-23		03-30-33704		SECURITY SYSTEM	61.83	
TOTAL FOR FUND 03		DEPT. 30			1823.56	
ACE HARDWARE IN STEGER						
154232		03-31-32900		TARPS	224.98	
SECURITAS TECHNOLOGY CORPORATION						
6003338524		03-31-33704		SECURITY SYSTEM	58.40	
TOTAL FOR FUND 03		DEPT. 31			283.38	
TOTAL FOR FUND 03					2106.94	
MERTS HVAC						
51893070		06-00-31100		MAINT-BUILDING	44.75	
BRITES TRANSPORTATION LTD						
81777		06-00-31204		PATCHING	1913.54	
BRITES TRANSPORTATION LTD						
81788		06-00-31204		PATCHING	1471.30	
BRITES TRANSPORTATION LTD						
81807		06-00-31204		PATCHING	995.64	
BRITES TRANSPORTATION LTD						
81821		06-00-31204		PATCHING	394.32	
CLARKES GARDEN CENTER						
0381		06-00-31204		MAINT-PATCHING	330.00	
GALLAGHER MATERIALS CORP						
28296		06-00-31204		MAINT-PATCHING	589.04	
CORE & MAIN						
S820625		06-00-31504		MAINT-MAINS	779.49	
CORE & MAIN						
S852623		06-00-31504		MAINS MAINT	2720.46	
CORE & MAIN						
S859552		06-00-31504		MAINT-MAINS	3932.00	
M&J UNDERGROUND, INC						
M23-0157		06-00-31504.01		MAINT-MAINS-OUTSL	7825.00	
M&J UNDERGROUND, INC						
M23-0158		06-00-31504.01		MAINT-MAINS-OUTSL	23315.00	
M&J UNDERGROUND, INC						
M23-0159		06-00-31504.01		MAINT-MAINS-OUTSL	3115.00	
M&J UNDERGROUND, INC						
M23-0164		06-00-31504.01		MAINS MAINT	8380.00	
KEITH'S POWER EQUIPMENT INC						
126715		06-00-31700		EQUIPMENT MAINTEN	68.56	
PHOENIX FIRE SYSTEMS						
206556		06-00-31800		EQUIP MAINT	581.40	
MCCANN INDUSTRIES INC						
W03272		06-00-31805		VEHICLE MAINT	253.34	
MONARCH AUTO SUPPLY INC						
6981-593331		06-00-31805		MAINT-VEHICLES	24.37	
GUARANTEED TECHNICAL SERV & CONSULT INC						
2023-208		06-00-32900		MAINT	315.00	
UNIFIRST CORPORATION						
1201014094		06-00-32900		MATT MAINTENANCL	36.98	
COMED						
52003 5-11-23		06-00-33100		ELECTRIC	23.85	
COMED						
76056 5-11-23		06-00-33100		ELECTRIC	1534.67	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMED	67036	5-11-23	06-00-33101	ELECTRIC-WATER PU	1642.21
NICOR GAS	51000	1 5-10-23	06-00-33200	HEATING	96.94
HERITAGE F/S, INC. 35013353			06-00-33300	GAS	202.49
HERITAGE F/S, INC. 35013417			06-00-33300	GAS	207.31
HERITAGE F/S, INC. 35013498			06-00-33300	GAS	236.71
ACE HARDWARE IN STEGER 154211			06-00-33501	SUPPLIES	116.98
ACE HARDWARE IN STEGER 154214			06-00-33501	SUPPLIES	5.84
ACE HARDWARE IN STEGER 154241			06-00-33501	SUPPLIES	11.69
ACE HARDWARE IN STEGER 154246			06-00-33501	SUPPLIES	5.03
ACE HARDWARE IN STEGER 154247			06-00-33501	SUPPLIES	5.00
ACE HARDWARE IN STEGER 154268			06-00-33501	SHOP SUPPLIES	269.00
CINTAS CORPORATION LOCKBOX 5159303375			06-00-33501	SUPPLIES	97.57
HINCKLEY SPRINGS 17155979 051723			06-00-33501	WATER	45.51
VERIZON WIRELESS 9934084316			06-00-33700	TELEPHONE	231.81
COMCAST BUSINESS 172497461			06-00-33701	ETHERNET	367.08
REPUBLIC SERVICES #721 0721-007533627			06-00-33710	GARBAGE CONTRACT	70370.17
UNIFIRST CORPORATION 1201012965			06-00-33800	UNIFORM SERVICE	74.63
UNIFIRST CORPORATION 1201014097			06-00-33800	UNIFORMS	74.62
WATER SOLUTIONS UNLIMITED 113036			06-00-33907	CHEMICALS	4999.67
SUBURBAN LABORATORIES INC 214837			06-00-34800	WATER TESTING Fee	292.58
ROBINSON ENGINEERING 23050351			06-00-38950	GRANT EXPENDITURE	14000.00
TOTAL FOR FUND 06			DEPT. 00		157596.55
TOTAL FOR FUND 06				157596.55	
MATTHEW MAZE III 060123			07-00-22050	VEHICLE STICKER 0	30.00
ALEX MICHALIK 060123			07-00-22050	VEHICLE STICKER	10.00
MERTS HVAC 51893070			07-00-31100	MAINT-BUILDING	44.75
KEITH'S POWER EQUIPMENT INC 126715			07-00-31700	EQUIPMENT MAINTEN	68.56
MCCANN INDUSTRIES INC W03272			07-00-31805	VEHICLE MAINT	253.34
TRL TIRE SERVICE CORP 32531			07-00-31805	MAINT-VEHICLES	22.52
UNIFIRST CORPORATION 1201014094			07-00-32900	MATT MAINTENANCE	36.98
HERITAGE F/S, INC. 35013353			07-00-33300	GAS	202.50
HERITAGE F/S, INC. 35013417			07-00-33300	GAS	207.31
HERITAGE F/S, INC. 35013498			07-00-33300	GAS	236.72
ACE HARDWARE IN STEGER 154214			07-00-33501	SUPPLIES	5.85
CINTAS CORPORATION LOCKBOX 5159303375			07-00-33501	SUPPLIES	97.57

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
HINCKLEY SPRINGS	17155979	051723	07-00-33501	WATER	45.52
UNIFIRST CORPORATION	1201012965		07-00-33800	UNIFORM SERVICE	74.62
UNIFIRST CORPORATION	1201014097		07-00-33800	UNIFORMS	74.63
TOTAL FOR FUND 07		DEPT. 00			1410.87
TOTAL FOR FUND 07				1410.87	
COMED	51723	99093	08-00-33102	TRAFFIC/STREET LI	4591.25
COMED	84103	5-12-23	08-00-33102	ELECTRICITY-TRAFF	778.63
TOTAL FOR FUND 08		DEPT. 00			5369.88
TOTAL FOR FUND 08				5369.88	
LAURA LABAJ	4-26-23	AMAZON	13-50-37305	UNIFORMS	18.99
LAURA LABAJ	6852883		13-50-37305	UNIFORMS	44.51
LAURA LABAJ	4-26-23	AMAZON	13-50-37307	EQUIPMENT	8.99
LAURA LABAJ	6852883		13-50-37307	EQUIPMENT	221.74
LAURA LABAJ	7674619		13-50-37307	NEW EQUIPMENT	32.23
TOTAL FOR FUND 13		DEPT. 50			326.46
LAURA LABAJ	108		13-51-25200	REG FEE	28.00
LAURA LABAJ	108		13-51-29606	AWARDS	275.88
TOTAL FOR FUND 13		DEPT. 51			303.88
PRO-AM TEAM SPORTS	11567		13-52-38909	FOOTBALL EXPENSES	414.00
TOTAL FOR FUND 13		DEPT. 52			414.00
PRO-AM TEAM SPORTS	11132		13-53-37305	NEW-UNIFORMS	4772.00
TOTAL FOR FUND 13		DEPT. 53			4772.00
TOTAL FOR FUND 13				5816.34	
ILLINOIS COUNTIES RISK MANAGEMENT TRUST	31657/32388		15-00-36100	CASUALTY	35584.63
ILLINOIS COUNTIES RISK MANAGEMENT TRUST	31657/32388		15-00-36200	WORKERS COMP	25887.00
VISION SERVICE PLAN (IL)	817914651		15-00-36901	VISION INSURANCE	473.52
HUMANA DENTAL INSURANCE COMPANY	181931990		15-00-36903	DENTAL INS	2650.79



PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
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TOTAL FOR FUND 15		DEPT. 00				64595.94	
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TOTAL FOR FUND 15						64595.94	
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PHOENIX FIRE SYSTEMS 206556		16-00-31800			EQUIP MAINT	193.85	
HERITAGE F/S, INC. 35013353		16-00-33300			GAS	176.15	
HERITAGE F/S, INC. 35013417		16-00-33300			GAS	29.36	
VERIZON WIRELESS 9934084316		16-00-33700			TELEPHONE	115.04	
COMCAST BUSINESS 172497461		16-00-33701			ETHERNET	232.65	

TOTAL FOR FUND 16		DEPT. 00				747.05	
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TOTAL FOR FUND 16						747.05	
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** TOTAL CHECKS TO BE ISSUED						343587.79	
01	CORPORATE					105944.22	
03	PLAYGROUND/RECREATION					2106.94	
06	WATER/SEWER FUND					157596.55	
07	ROAD & BRIDGE					1410.87	
08	MOTOR FUEL TAX					5369.88	
13	BOOSTER CLUB					5816.34	
15	LIABILITY INSURANCE FUND					64595.94	
16	H.S.E.M.					747.05	
TOTAL FOR REGULAR CHECKS:						343,587.79	

SYS DATE:06/01/23

DATE: 06/01/23

VILLAGE OF SIEGER  
REGISTERED INVOICE DELETE  
Thursday June 1, 2023  
NA REGISTER # 073

SYS TIME:13:17  
[NANIN]  
PAGE 1

INVOICE #	VEND #	NAME	AMOUNT	DATE	NR REG	CODE
3-10-23 ALL CER	UHLLC	UNION HILL HOLDINGS, LLC	10735.50	03/10/23	969	BI

1 INVOICE TO BE DELETED

**THE VILLAGE OF STEGER**

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**ORDINANCE NO. 1296**

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**AN ORDINANCE AMENDING CHAPTER 2 OF THE MUNICIPAL CODE OF  
STEGER, ILLINOIS REGARDING ADDRESSING MEETINGS**

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**ADOPTED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF STEGER**

**THIS 5TH DAY OF JUNE, 2023**

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Published in pamphlet form by authority  
of the President and Board of Trustees  
of the Village of Steger, this 5TH day  
of JUNE, 2023

**ORDINANCE NO. 1296**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE MUNICIPAL CODE OF  
STEGER, ILLINOIS REGARDING ADDRESSING MEETINGS**

**WHEREAS**, the Village of Steger, Counties of Cook and Will, State of Illinois (the “Village”) is a non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and has full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Mayor, who is also the President of the Village (the “President”), and the Board of Trustees of the Village (the “Village Board” and together with the President, the “Corporate Authorities”) are committed to ensuring the effective administration of government; and

**WHEREAS**, pursuant to Sections 3.1-40-15 and 1-1-2 of the Illinois Municipal Code (65 ILCS 5/3.1-40-15; 1-1-2) the Village Board shall determine its own rules of proceeding; and

**WHEREAS**, standard rules of parliamentary procedure also allow deliberative assemblies, such as the Corporate Authorities, the right and ability to establish their own rules for conducting business; and

**WHEREAS**, the Corporate Authorities intend to provide Village residents with the greatest opportunity for clear and concise input and feedback from the Village’s elected officials, including the Village Board; and

**WHEREAS**, a written statement in the form of a trustee’s report has the benefit of providing a clear statement and is an indisputable and permanent statement not subject to distortion; and

**WHEREAS**, a written statement that is limited in scope to the subject matter of a trustee’s committee provides the added benefit of clarity for the reader; and

**WHEREAS**, establishing a protocol where a written record is provided in lieu of a public comment is beneficial to the residents of the Village; and

**WHEREAS**, with the foregoing in mind, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to amend the Municipal Code of Steger, Illinois (the "Village Code") as set forth herein;

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

**ARTICLE I.  
IN GENERAL**

**Section 1. Incorporation Clause.**

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

**Section 2. Purpose.**

The purpose of this Ordinance is to amend provisions of Chapter 2 of the Village Code regarding meetings of the Village Board and to authorize the President or his designee to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance.

**ARTICLE II.  
AMENDMENTS; AUTHORIZATION**

**Section 3. Amendments to Chapter 2 of the Village Code.**

That the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by amending provisions of Chapter 2 as follows (additions underlined; deletions ~~stricken~~—with all other provisions remaining unchanged):

**Sec. 2-37. - Committees—~~Standing~~—Duties.**

(a) \_\_\_\_\_ The following shall be the standing committees of the board of trustees:

~~Fire, water and sewers.~~

~~Police and license.~~

~~Street and alley.~~

Judiciary.

~~Building.~~

~~Public health.~~

Finance and Human Resources.

Public Events and Recreation.

Public Safety.

Public Infrastructure and Health.

Community Development.

(b) Committees shall have the power to consider only those items referred to the committee for consideration by the village president. If directed by the village president, a committee shall investigate, hold public hearings and conduct any other business requested by the village president. After taking any action, the committee shall adopt a written report, known as a "Committee Report" that provides in reasonable detail the considerations, investigations, results of hearings and other conduct taken by such committee. In no event shall any committee have the power to direct any officer of the village or any of its employees to take any action. Committees shall not have the power, without further approval by the board of trustees, to bind the village or the corporate authorities of the village.

**Sec. 2-61. - Order of business.**

The order of business to be observed at all meetings of the board of trustees shall be as follows:

Pledge of Allegiance.

Roll call.

Awards, honors, special recognitions and presentations.

Reading minutes.

Audience participation.

Report of committees and appointed officers of the Village.

Paying of the bills.

Communications and petitions.

Unfinished business.

New business.

Adjournment.

In addition to the items listed above, the village president may direct the village clerk to add other items to any agenda including, without limitation, executive session. The village president may also direct the village clerk to change the order of business for any meeting.

**Sec. 2-64. - Addressing meetings.**

(a) Any member of the board of trustees or the general public desiring to present matters for consideration of the board of trustees must notify the village clerk's office in writing (which includes electronic mail) not later than 12:00 noon on the ~~Friday~~ Thursday next preceding the regularly scheduled meeting of the board of trustees. The village clerk shall notify the village president of any such request no later than 12:00 noon on the Friday next preceding the regularly scheduled meeting of the board of trustees. Any trustee providing a "Committee Report," as defined in section 2-37, concerning his or her committee shall provide a verbatim written record of the report to the village clerk's office not later than 12:00 noon on the Thursday next preceding the regularly scheduled meeting of the board of trustees.

(b) Subject to Section 2-63, a ~~The~~ trustee or member of the general public placing a matter on the agenda pursuant to Section 2-64(a) shall advise the clerk's office of his or her name and give a brief description of the subject matter to be presented for consideration by the

members of the board of trustees. Any item requested to be placed on an agenda must be appropriate for consideration by the board of trustees and any description must meet the statutory requirements for placing an item on the agenda for consideration by the board of trustees.

(c) Pursuant to the requests presented to the village clerk, subject to the next sentence, the village clerk shall prepare an agenda setting forth a brief description of the matters to be presented to the board of trustees along with the name of the person suggesting the respective matters for consideration. The village president shall have the right to direct that any item presented for consideration by the board of trustees be considered by a committee selected by the village president prior to being placed on any agenda for consideration by the board of trustees. If the village president directs a committee to consider such item first, the village clerk shall wait to place the item on an agenda until the chairperson of such committee informs the village clerk and the village president that such committee has concluded such consideration and such item should be placed on the agenda for the next regularly scheduled meeting of the board of trustees.

(d) Upon the completion of any the agenda, the village clerk shall provide copies thereof to each member of the board of trustees, the agenda shall be posted on the village's website as required by law and the village attorney and shall post a copy of the agenda in a prominent place in the village office for viewing by the general public.

#### **Section 4. Acts of Village Officials.**

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

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

#### **Section 5. Headings.**

The headings of the articles, sections, paragraphs, and subparagraphs of this Ordinance are inserted solely for convenience of reference and form no substantive part of this Ordinance;



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

**Section 6. Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, subparagraph, section, or part of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, subparagraph, section, or part 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. It is hereby declared to be the intent of the Corporate Authorities that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section, or part thereof been included.

**Section 7. Superseder.**

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

**Section 8. Publication.**

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

**Section 9. Effective Date.**

This Ordinance shall be effective and in full force after passage and approval as provided by law.

Adopted this 5<sup>TH</sup> day of JUNE, 2023, pursuant to a roll call vote as follows:

AYES:

ABSENT:

ABSTENTION:

Present: \_\_\_\_\_

APPROVED by me this 5<sup>TH</sup> day of JUNE, 2023.

\_\_\_\_\_  
KENNETH A. PETERSON, JR., Village President

ATTESTED AND FILED in my office this 5<sup>TH</sup> day of JUNE, 2023.

\_\_\_\_\_  
JOSEPH M. ZAGONE, JR., Village Clerk

STATE OF ILLINOIS                    )  
  )  
COUNTIES OF COOK & WILL    )

SS

**CLERK'S CERTIFICATE**  
**(ORDINANCE)**

I, Joseph M. Zagone, Jr., the duly qualified and acting Village Clerk of the Village of Steger, Cook and Will Counties, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of an Ordinance titled:

**AN ORDINANCE AMENDING CHAPTER 2 OF THE MUNICIPAL CODE OF  
STEGER, ILLINOIS REGARDING ADDRESSING MEETINGS**

which Ordinance was duly adopted and passed by the Board of Trustees of the Village of Steger (or the Corporate Authorities, if required by law) at a meeting held on the 5<sup>TH</sup> day of JUNE 2023, approved by the Village President on the 5<sup>TH</sup> day of JUNE 2023 and thereafter published in pamphlet form to the extent required by law.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

IN WITNESS WHEREOF, I have hereunto set my hand this 5<sup>TH</sup> day of JUNE 2023.

---

Joseph M. Zagone, Jr., Village Clerk  
Village of Steger

(Seal)

**ORDINANCE NO. 1297**

**AN ORDINANCE APPROVING AND AUTHORIZING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF STEGER, AND KEITH'S POWER EQUIPMENT, INC.**

**WHEREAS**, the Village of Steger, Counties of Cook and Will, State of Illinois (the "Village") is a municipal corporation established by and with powers under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

**WHEREAS**, the Village also has the powers set forth in the Constitution of the State of Illinois of 1970 (the "Illinois Constitution") and the Illinois Compiled Statutes; and

**WHEREAS**, in accordance with the provisions of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "TIF Act"), the Village has adopted a redevelopment plan and project and designated a redevelopment project area within the Village (the "TIF District"); and

**WHEREAS**, pursuant to Section 11-74.4-4(b) of the TIF Act, the Village may enter into contracts with property owners, developers or others necessary or incidental to the implementation and furtherance of its redevelopment plan and project; and

**WHEREAS**, the Mayor, who is also the President of the Village (the "President"), and the Board of Trustees of the Village (the "Village Board" and together with the President, the "Corporate Authorities") are committed to revitalizing businesses located in the Village, which includes the real property located at the address commonly known as 3701 Chicago Road, Steger, Illinois 60475 (P.I.N. 23-15-05-409-006-0000) in Will County (the "Subject Property"), which is located in the TIF District; and

**WHEREAS**, pursuant to Section 11-74.4-4(j) of the TIF Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

**WHEREAS**, Keith's Power Equipment, Inc. (the "Developer") has requested that the Village provide monetary assistance in connection with constructing certain improvements at the Subject Property (the "Project"); and

**WHEREAS**, the Developer has advised the Village that to proceed with the Project and improve the Subject Property, financial assistance from the Village is necessary; and

**WHEREAS**, the Corporate Authorities reviewed all of the goals and objectives of the redevelopment plan and project and determined that the Project, as proposed by the Developer, would further the redevelopment plan and project and the Village's revitalization of businesses located within the TIF District; and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to provide the Developer with

financial assistance pursuant to the terms and conditions set forth in the redevelopment agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

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

## **ARTICLE I. IN GENERAL**

### **SECTION 1.           Incorporation Clause.**

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

### **SECTION 2.           Purpose.**

The purpose of this Ordinance is to authorize and approve an agreement with terms substantially the same as the terms of the Agreement, and to authorize the Mayor or his designee, to execute and enter into an agreement on substantially the same terms set forth in the Agreement, with such insertions, omissions and changes as are authorized by the Corporate Authorities, and to execute all necessary documents and perform all necessary acts to effectuate the intent of this Ordinance.

### **SECTION 3.           Invocation of Authority.**

This Ordinance is adopted pursuant to the authority granted to the Village by the Illinois Constitution and the Illinois Compiled Statutes.

## **ARTICLE II. AUTHORIZATION**

### **SECTION 4.           Authorization.**

The Corporate Authorities hereby authorize and direct the Mayor or his designee to enter into, execute and approve the Agreement, with any such insertions, omissions and changes as are authorized by the Corporate Authorities, and ratify any and all previous action taken to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to the Agreement, or any modifications thereof, and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith, including filing certified copies of this Ordinance and the Agreement if required by law. The Village is authorized to allocate, spend and/or receive all necessary funds to fulfill the requirements of the Agreement, or

of an agreement with terms substantially the same as the terms of the Agreement, and of this Ordinance.

**SECTION 5. Acts of Village Officials.**

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

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

**SECTION 6. Headings.**

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

**SECTION 7. Severability.**

The provisions of this Ordinance are hereby declared to be severable and should any provision, clause, sentence, paragraph, subparagraph, section or part of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, subparagraph, section or part 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. It is hereby declared to be the intent of the Corporate Authorities that this Ordinance would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, subparagraph, section or part thereof been included.

**SECTION 8. Superseder.**

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

**SECTION 9. Publication.**

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

**SECTION 10. Effective Date.**

This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this 5<sup>th</sup> day of JUNE, 2023.

AYES:

ABSENT:

ABSTENTION:

APPROVED by me this 5<sup>TH</sup> day of JUNE, 2023.

---

Kenneth A. Peterson, Jr., Mayor

ATTESTED AND FILED in my office this 5<sup>TH</sup> day of JUNE, 2023.

---

Joseph Zagone Jr., Village Clerk

**EXHIBIT A**  
**(AGREEMENT)**



**REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF STEGER, COOK AND WILL COUNTY, ILLINOIS  
AND KEITH'S POWER EQUIPMENT, INC.**

**THIS REDEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into as of the 5<sup>TH</sup> day of June 2023 (the “**Effective Date**”), by and between the Village of Steger, Cook and Will County, Illinois, an Illinois municipal corporation (the “**Village**”) and Keith’s Power Equipment, Inc. an Illinois corporation (“**Developer**” and with the Village sometimes referred to as the “**Parties**” or individually as a “**Party**”).

**RECITALS**

**WHEREAS**, the Village is a non-home rule Illinois municipal corporation that has an estimated population of under 10,000 persons, and operates pursuant to the Constitution of the State of Illinois of 1970 and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

**WHEREAS**, the Village has the authority to prevent the spread of blight, to encourage private development to enhance the local tax base, to increase job opportunities and to enter into agreements under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “**TIF Act**”); and

**WHEREAS**, the Village by and through its President, who is also the Mayor, and the Board of Trustees (collectively the “**Corporate Authorities**”) is empowered to promote and protect the health, safety, morals and welfare of Village residents and redevelop real property found within the Village that has been classified as a “blighted area” or a “conservation area”; and

**WHEREAS**, the Village, after giving all required notices, conducting all required public hearings and making all findings required by law, approved a redevelopment plan and project (the “**Redevelopment Plan**”) for an area designated as a TIF District in the Village (the “**Project Area**”), and the Corporate Authorities adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area as authorized by the TIF Act and as defined in Subsection 11-74.4-3(q) of the TIF Act (“**Redevelopment Project Costs**”); and

**WHEREAS**, the Village has found that the Project Area has not been subject to growth and redevelopment through private investment and would likely not redevelop without the adoption of the Redevelopment Plan; and

**WHEREAS**, the Village intends to encourage and support the redevelopment of the Project Area; and

**WHEREAS**, the Developer is an Illinois corporation in good standing authorized to do business in the State of Illinois, as evidenced by its certificate of good standing, attached as **Exhibit A**; and

**WHEREAS**, the Developer (1): is a family-owned and operated business in the Village that leases, sells, and services outdoor power equipment and its business operations include a

service shop, a showroom, a warehouse and an outdoor area; (2) generates sales tax for the Village; and (3) provides employment opportunities in the Village; and

**WHEREAS**, the Developer intends to operate its business in the Village for minimally ten (10) years after the Effective Date; and

**WHEREAS**, the Village passed Resolution No. 1161 to induce the Developer to redevelop the real property commonly known as 3701 Chicago Road, Steger, Illinois 60475 (P.I.N. 23-15-05-409-006-0000) in Will County (the “**Subject Property**”); and

**WHEREAS**, the Subject Property lies within the Project Area; and

**WHEREAS**, the Developer proposed a project for the Subject property (the “**Redevelopment Project**”) to the Village that conforms with the Redevelopment Plan and is attached to this Agreement as **Exhibit B**; and

**WHEREAS**, the Developer told the Village that it would only undertake the Redevelopment Project if the Village paid the Developer a financial subsidy (the “**Incentive**”) that would reduce the costs of the Redevelopment Project and that “but for” the Village’s payment of the Incentive, the Developer would not undertake Redevelopment Project; and

**WHEREAS**, Developer intends to commence, continue and complete the Redevelopment Project; and

**WHEREAS**, the Village is willing to pay the Incentive to the Developer as an inducement to completing the Redevelopment Project, provided that the Developer satisfies certain Conditions Precedent (defined herein) and discharges all of its obligations under this Agreement; and

**WHEREAS**, the Village intends to pay the Incentive on a “pay as you go” and “stand alone” basis; and

**WHEREAS**, the Village believes that the redevelopment of the Subject Property as proposed in this Agreement will: (1) eliminate blighting factors found in the Project Area; (2) increase the tax base of the Village and the other taxing districts authorized to levy taxes upon the Subject Property; (3) provide job opportunities for residents; and (4) improve the general welfare of the Village and, therefore, the Village is willing to provide the Incentive to the Developer on the terms and conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, including the mutual covenants, promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1: GENERAL PROVISIONS; INCORPORATION OF RECITALS,  
DEFINITIONS, LEGAL REQUIREMENTS, TERM, AND MUTUAL ASSISTANCE**

**1.1 Incorporation of Recitals; Exhibits.** The Parties agree that the foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth herein. All exhibits attached to this Agreement are incorporated herein by this reference.

**1.2 Compliance; Requirements of Law; Police Power.** Prior to commencing the applicable work under of the Redevelopment Project the Developer shall obtain and/or cause its contractors to obtain all necessary governmental permits and approvals required by the Municipal Code of Steger, Illinois, including the Comprehensive Amendment to the Zoning Ordinance of the Village of Steger, Illinois and any other applicable federal, state, Cook or Will County or local law, ordinance, code, order, mandate, decision, rule or regulation (collectively, "**Law(s)**"). The Developer agrees to and shall discharge its obligations under this Agreement and otherwise abide by all enactments of Law. The Village waives no police power rights by entering into this Agreement or being bound to its terms.

**1.3 Term of Agreement.** This Agreement shall be in full force and effect from the Effective Date until the earlier of: (a) ten (10) years after the Incentive has been paid by the Village to the Developer; (b) as otherwise required or limited by the TIF Act or other Law; or (c) the termination of this Agreement upon judicial order (the "**Term**").

**1.4 Cooperation.** The Parties agree to and shall take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement. The Parties shall cooperate fully with each other in seeking any approvals from governmental bodies required or useful for the completion of the Redevelopment Project. The Village shall not be required to spend any funds or incur any costs in discharging its obligations under this Section of this Agreement. The provisions of this Section of the Agreement neither limit nor eliminate the Village's right to determine: (a) if the Developer has satisfied the conditions in this Agreement; (b) if the Developer is in compliance with its obligations under this Agreement or the Laws; or (c) if the Village will waive any of its rights under this Agreement.

**ARTICLE 2: INITIAL SUBMISSIONS; CONSTRUCTION PLANS, PROJECT  
BUDGET, TIMELINE, AND OPEN BOOK PROJECT**

**2.1 Permit/Plan Approval.** The Developer shall submit to the Village's building department a building permit application, all building permit fees and all documentation required to complete the construction of the Redevelopment Project (the "**Construction Plans**") no later than close of business on the fifth (5<sup>th</sup>) day after the Effective Date. The Village shall review this application in accordance with all applicable Laws. The Village Administrator or her designee (collectively, the "**Village Administrator**") may authorize minor adjustments to the Construction Plans if the adjustments are necessary based technical or engineering considerations. Major adjustments to the Construction Plans will require the Developer to submit updated Construction Plans. All determinations made under this Section shall be made in the sole and absolute discretion

of the Village. The Developer shall be prohibited from commencing work on the Redevelopment Project prior to: (a) the Village's approval of the Construction Plans; and (b) the Developer securing all approvals required by Law to complete the Redevelopment Project.

**2.3 Project Budget; General Parameters.** The Developer has submitted to the Village an estimated project budget listing all eligible Redevelopment Project Costs to be incurred to complete the Redevelopment Project, including all legal fees, architectural and design fees, construction and materials, costs and expenses and any other costs as may be required to complete the Project (the "**Project Budget**"). The Project Budget is attached hereto as **Exhibit C**. The Parties may amend the Project Budget upon the written request of the Developer and with the consent of the Village, which shall not be unreasonably conditioned, delayed or withheld. The Village shall be under no obligation to reimburse the Developer for: (a) any item not listed on the Project Budget; (b) any item not permitted for reimbursement under the TIF Act or the Redevelopment Plan; and/or (c) any item not authorized for payment under the Laws.

**2.4 Timeline.** The Developer's timeline for the commencement and completion of the Redevelopment Project (the "**Timeline**") is attached hereto as **Exhibit D**.

**2.5 Open Book Project.** The Developer shall maintain and keep all books and records related to the Redevelopment Project readily accessible to the Village. The Developer's books and records related to the Redevelopment Project shall be maintained in a legible manner, commercially reasonable for the industry, and in accordance with Generally Accepted Accounting Principles. The Village shall have the right and authority to review, audit and copy the Developer's books and records relating to the Redevelopment Project (including the following, if any: loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, lien waivers, paid receipts and invoices). The Village shall maintain complete books and records showing deposits to and disbursements from the STAF (as defined herein). The obligations of this Section of this Agreement shall survive the termination of this Agreement.

**2.6 Agreement To Pay Taxes.** The Developer agrees to and shall promptly pay or cause to be paid such taxes levied against the Subject Property on or before the due date of such tax bills. The Developer is prohibited from appealing, contesting or otherwise disputing the amount of taxes levied against the Subject Property.

### **ARTICLE 3: CONSTRUCTION OF REDEVELOPMENT PROJECT**

**3.1 Commencement of Construction.** The Developer shall commence construction of the Project no later than ten (10) calendar days after the Effective Date. The Developer shall thereafter undertake and complete the Project: (a) as depicted in the Construction Plans and described in the Timeline; (b) in accordance with applicable Laws; and (c) in a good and workmanlike and timely manner. Prior to beginning the construction of the Redevelopment Project, the Developer shall post all necessary bonds, letters of credit, guarantees, insurance policies, application fees, and/or permit fees required by the Laws. The Developer shall pay all costs to commence, undertake and complete the Redevelopment Project. The Village shall only pay the Incentive to the Developer as a reimbursement of those eligible Redevelopment Project Costs and expenses already incurred and paid by the Developer.

**3.2 No Liens.** No mechanics or other liens shall be established against the Subject Property, Redevelopment Project or the funds in connection with the Redevelopment Project, which includes for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made, provided that Developer shall not be in default hereunder if: (a) any mechanics or other liens are filed or established and the Developer contests those liens in good faith with reasonable diligence; and (b) while the mechanics or other liens may remain undischarged and unsatisfied during the period of contest and any appeal therefrom, the Developer posts a bond, letter of credit or obtains title insurance over any such lien, in an amount sufficient to cover any liens plus a ten percent (10%) premium; and (c) the Developer sends written notice to Village advising of the type and amount of the security posted for such liens. In no event shall the Developer allow the foreclosure of any mechanics or other liens on the Subject Property or in connection with the Redevelopment Project or any funds used in connection therewith. The Developer shall immediately pay in full any liens for which it is found liable, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

**3.3 Utilities and Fees.** The Developer shall have the right, at its cost, to connect any onsite water lines, sanitary sewer lines, and storm sewer lines constructed within the Subject Property to Village utility lines existing at or near the perimeter of the Subject Property. In connection with the development of the Subject Property, the Developer shall be obligated to pay only those water, building, permit, engineering, inspection, connection and other fees of general applicability within the Village.

**3.4 Village's Right To Monitor and Inspect the Subject Property.** The Village shall have the right, but not the obligation, to inspect the Subject Property and the Redevelopment Project. Village representatives shall be allowed access to the Subject Property as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all Laws and the Timeline. The rights set forth herein, and the Village's exercise of those rights, shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and the Laws. The rights set forth herein shall not be read as a waiver of any Village rights regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance, to issue stop-work orders or violation notices and to enforce the Laws.

**3.5 Insurance.** The Developer (or the Developer's contractor) shall procure at the Developer's (or such contractors) cost and expense, and shall thereafter maintain in full force and effect until completion of the Redevelopment Project, all insurance policies required by applicable Laws and a policy or policies of general comprehensive liability insurance and, during any period of construction, contractor's liability insurance and workers' compensation insurance, with liability coverage under the comprehensive insurance, and builder's risk insurance, all in such amounts as determined by the Village in its sole and absolute discretion prior to the commencement of the construction of the Redevelopment Project. The Developer shall deliver to the Village a standard form certificate of insurance (the "COI") no less than twelve (12) business hours prior to commencing construction evidencing the existence of the policy (or policies) set forth in this Section of this Agreement. The COI shall name the Village and its officials, officers

and employees as additional named insureds and require the Village receives no less than thirty (30) calendar days' notice prior to the termination or modification of the policy (policies.) The Village shall have the right, but not the obligation, to issue a unilateral notice to the Developer requiring additional policies of insurance not specifically set forth herein.

**3.6 Indemnification.** The Developer, to the fullest extent permitted by law, shall hold harmless, protect, defend and indemnify the Village and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, contractors and attorneys from any and all claims, damages, losses, liabilities, obligations, disputes, demands, damages, causes of action, lawsuits, injuries, costs and expenses that may asserted at any time against any of such parties in connection with: (a) the Village's review, approval or issuance of the Construction Plans or any other plan, permit, license, certificate, approval or improvement for the Subject Property; (b) the Redevelopment Project; (c) the Developer's redevelopment, construction, maintenance, or use of any portion of the Subject Property; (d) the Developer's default under the provisions of this Agreement; and (e) any other claim, loss or suit brought in relation to this Agreement. Such obligations include the obligation to pay all expenses, including legal fees, paralegal fees, court costs and administrative expenses incurred by the Village in defending itself regarding such claims. The foregoing provision, however, shall not apply to claims made against the Village because the Village is in default under this Agreement.

#### **ARTICLE 4: DEVELOPER'S GENERAL COVENANTS, OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES**

**4.1 Developer Agreements.** The Developer covenants and agrees during the term of this Agreement as follows:

- a. Not to sell, transfer, gift or convey the Subject Property without the consent of the Village;
- b. To maintain the Subject Property in accordance with applicable Laws;
- c. To comply with and operate within the Laws; and
- d. To operate the business during regular business hours.

**4.2 Developer's Representations and Warranties.** To induce the Village to enter into this Agreement, the Developer represents, covenants, warrants and agrees as follows:

- a. All representations, warranties, covenants and agreements made by the Developer in this Agreement are true, complete and accurate in all respects;
- b. The Developer is an Illinois corporation duly formed and existing under the laws of the State of Illinois and is authorized to do business in Illinois, and the Developer has all necessary power and by proper action has been duly authorized to enter into, execute, deliver and perform the terms and obligations of this Agreement. The Developer will do, or cause to be done, all things necessary to preserve and keep in full force and

effect its existence and good standing as a corporation authorized to do business in the State of Illinois throughout the Term. Attached hereto as **Group Exhibit E** are the authorizing resolutions, articles of incorporation and corporate by-laws evidencing that the Developer has undertaken all necessary steps to secure the appropriate authorizations to enter into and undertake its obligations under this Agreement;

c. The execution, delivery, and performance of this Agreement by the Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with, constitute a default or result in a violation or breach of any of the terms, conditions, or provisions of any agreement, organizational document, instrument or Law, which the Developer is a party, subject to or bound by;

d. The Developer is not in arrears on any payment to the Village;

e. There is no litigation, investigation, action at law or similar proceeding either pending or, to the best of the Developer's knowledge, threatened against the Developer that would materially or adversely affect: (i) the ability of the Developer to proceed with the Redevelopment Project; (ii) the Developer's financial condition; (iii) the level or condition of the Developer's assets as of the date of this Agreement; (iv) the Developer's ability to perform the obligations under this Agreement; or (v) the Developer's reputation;

f. To the best of the Developer's knowledge, the Developer is in compliance with all Laws;

g. The Developer represents and warrants to the Village that: (i) the Incentive, with lender financing and/or current assets of the Developer, shall be sufficient to complete the Redevelopment Project; and (ii) the Project Budget is accurate and complete; and

h. The information furnished to the Village by the Developer in connection with the matters covered in this Agreement is true and correct or is the result of good faith estimates, where applicable, and does not contain any untrue statement of any material fact and does not omit or fail to state any material fact necessary to make any statement, in light of the circumstances under which it is made, not misleading.

**4.3 Conditions Precedent to Payment.** The Parties agree that the obligation of Village to pay the Incentive is subject to and conditioned upon the Village's reasonable determination that the Developer has satisfactorily fulfilled and discharged its then pending obligations under this Agreement ("**Conditions Precedent**" or "**Conditions Precedent to Payment**"). The Village may, but shall not be required to, waive any of the Conditions Precedent upon the written request of the Developer.

**4.4 Nondiscrimination.** The Developer agrees that it shall use reasonable efforts to advertise or cause to be advertised available employment opportunities in newspapers or other media serving the Village subject to Laws. The Developer will not discriminate against any

employee or applicant for employment because of age, sex (including pregnancy, sexual orientation, or gender identity), ancestry, race, color, religious belief, national origin, marital status, disability, genetic information, military status, unfavorable discharge from military service or any other classification protected by Law. The Developer agrees to post all notices required by Law, including those prohibiting sexual harassment and other forms of prohibited discrimination.

## **ARTICLE 5: TAX INCREMENT AND INCENTIVE PAYMENT**

**5.1 Tax Increment; STAF Account.** The Village shall segregate tax increment that it receives from *ad valorem* real estate taxes collected from the taxes paid on the Subject Property (the “**Available Increment**”) from other *ad valorem* real estate taxes collected from the taxes paid on other properties in the Project Area. The Available Increment shall be deposited in a special tax allocation fund (the “**STAF**”). The STAF shall be held in an account at an FDIC-insured financial institution having at least ten (10) branches in Cook County, Illinois.

**5.2 Will County’s Failure to Pay.** The Village shall be under no obligation to pay the Developer in the event Will County does not pay the Available Increment to the Village.

**5.3 Incentive; Maximum Incentive Amount; General Standards.** The maximum Incentive to be paid to the Developer shall not exceed the lesser of: (i) the total eligible Redevelopment Project Costs expended by the Developer on the Redevelopment Project; and (ii) Seventy-Five Thousand and No/100 U.S. Dollars (\$75,000.00) (the “**Maximum Incentive Amount**”). The Village shall reimburse the Developer for funds spent by the Developer on eligible Redevelopment Project Costs that are enumerated in the Project Budget and have been paid by the Developer to complete the Redevelopment Project up to the Maximum Incentive Amount. The Village shall be under no obligation to pay any requested amount: (a) when the Developer is in default of this Agreement; (b) when the Developer is not in compliance with a Law; (c) if such an amount exceeds the Maximum Incentive Amount; (d) if the sum requested be paid as exceeds the sum then expended by the Developer on eligible Redevelopment Project Costs; or (e) if there are insufficient funds available from the Available Increment as discussed below. The Village’s obligations under this Agreement shall not be considered a general financial obligation of the Village.

**5.4 Incentive; Sole Source of Funds and Possible Primary Payments.** The sole source of the funds for the Incentive shall be from Available Increment after making the following primary payments (the “**Primary Payments**”) if applicable: (a) any and all payments related to the incremental property taxes required by legislative, executive or judicial agencies with jurisdiction over the same; and (b) any and all payments previously pledged or committed by the Village from incremental taxes, whether the previous pledge or commitment is required by Law, was in the form of bonds or other debt instruments, is pursuant to a previous redevelopment project or results from a previously executed redevelopment agreement.. If, at the time of a submission of a Request for Reimbursement (as defined below) there is insufficient Available Increment in the STAF, but the Developer is entitled to receive the requested sum, the Village shall pay Developer such requested sum when the requested sum is available from Eligible Increment collected by the Village, after paying all Primary Payments, and in such event the Village shall not be deemed to be in default or breach of this Agreement and shall not be required to pay interest on



any delayed payment. **THE VILLAGE, AS SET FORTH ABOVE, SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS OTHER THAN FROM THE STAF, AND THE INCENTIVE IS NOT AND SHALL NOT BE DEEMED A GENERAL OBLIGATION OF THE VILLAGE NOR SHALL THE INCENTIVE BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.**

**5.5 Request for Reimbursement; Supporting Documentation.** The Developer may request reimbursement for all or a portion of the Maximum Incentive Amount by filing three (3) copies of a request for reimbursement (“**Request for Reimbursement**”) with the Village Clerk and the Village Administrator. The recipient of a Request for Reimbursement shall transmit a copy of the Request for Reimbursement to the Mayor within two (2) business days after receipt of the same. The Developer may file one (1) or numerous Requests for Reimbursement, but the initial Request for Reimbursement shall be filed no earlier than ten (10) calendar days after the Effective Date. The Developer shall be prohibited from filing more than one (1) Request for Reimbursement in any thirty (30) day period. A Request for Reimbursement shall minimally include the following: (a) a fully completed, executed, and notarized written Request for Reimbursement; and (b) the Supporting Documentation (as defined below). The Supporting Documentation shall minimally include the following: (i) a copy of the business license for the business located at the Subject Property; and (ii) evidence of the costs incurred and paid for by the Developer in connection with constructing the Redevelopment Project, which evidence shall include a written summary of the costs and lien waivers, if applicable, and may include sworn contractor’s affidavits, executed contracts and copies of paid invoices for contractors and materials (collectively, the “**Supporting Documentation.**”) The Supporting Documentation shall verify: (a) that the Redevelopment Project or that portion of the Redevelopment Project for which the Developer is seeking reimbursement was completed in substantial accordance with Construction Plans and applicable Laws; (b) that the Developer has paid the costs and expenses for which the Developer is seeking reimbursement for with the Request for Reimbursement; and (c) that the Developer has complied with the terms of this Agreement. 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 and Supporting Documentation to determine if the Developer has complied with its obligations under this Agreement. In the event the Developer fails to deliver to the Village sufficient Supporting Documentation to approve the Request for Reimbursement, the Village shall have no obligation to reimburse the Developer.

**5.6 Request for Reimbursement Review.** Upon receipt of a Request for Reimbursement from the Developer, unless otherwise specifically set forth herein, the Village shall have thirty (30) calendar days to: (a) conduct a good faith review of the Request for Reimbursement and the Supporting Documentation; (b) ensure that the Developer is in compliance with this Agreement; (c) determine if all Conditions Precedent to receiving an Incentive payment are met; and (d) notify the Developer if the Request for Reimbursement is denied, modified, approved (whether in part or in full) or if the Village is seeking clarification or additional information from the Developer. In the event the Village Administrator approves a Request for Reimbursement, the Request for Reimbursement shall be paid (to the amount approved) via wire transfer without requiring additional action of the Corporate Authorities. In the event a Request for Reimbursement is denied (whether in part or in full) or clarification or additional information

is requested, 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 Parties agree to work cooperatively and reasonably to resolve any issues that cause a denial (whether in part or in full) or request for clarification or additional information. Once the Request for Reimbursement has been approved by the Village, the Developer is eligible for reimbursement in accordance with the terms of this Agreement. The Redevelopment Project Costs set forth in the Project Budget have been initially deemed to qualify under the TIF Act for payment by the Village through tax increment allocation financing as provided hereunder, it being understood, however, that eligibility for payment does not obligate the Village to reimburse the Developer for such costs unless: (i) the Developer has incurred the eligible Redevelopment Project Costs; (ii) there are sufficient funds in the STAF when the request for reimbursement is made; (iii) the Maximum Incentive Amount has not been paid; and (iv) the Developer is in compliance with this Agreement.

**5.7 The Village's Obligation to Pay; Calculation of Payment Amount.** In the event all Conditions Precedent to Payment have been satisfied, the Request for Reimbursement has been approved, any sums designated as Primary Payments have been extracted, and there are monies available for payment from the STAF, the Village shall pay the Developer forty percent (40%) of the then Available Increment as received by the Village from Will County after the county pays the Village the second installment of real estate taxes from the prior year's levy. The Incentive payment, to be made hereunder, shall be made via wire transfer pursuant to wire instructions exchanged by the Parties after the Effective Date of this Agreement. All payments shall be made in accordance with the terms and conditions of this Agreement.

**5.8 Village's Representations.** To induce the Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, to the best of the Village's knowledge, the Village represents, covenants, warrants and agrees as follows:

a. All representations and agreements made by the Village in this Agreement are true, complete and accurate in all respects;

b. The Village is an Illinois municipal corporation duly formed and existing under the laws of the State of Illinois and the Mayor of the Village and the Village Clerk have all necessary power and by proper action have been duly authorized to enter, execute, deliver and perform the terms and obligations of this Agreement; and

c. There is no litigation, investigation, action at law or similar proceeding either pending or threatened against the Village that would materially or adversely affect the Village's ability to perform the obligations under this Agreement.

## **ARTICLE 6: CLAWBACK**

**6.1 Clawback.** Notwithstanding any provision in this Agreement to the contrary, for a period of ten (10) years after the payment of the Incentive, in the event that the Developer: (a) fails to operate its business on the Subject Property; (b) operates the business on the Subject Property in a manner that does not comply with Law; (c) breaches any provision of this Agreement; or (d)

breaches any other agreement with the Village or legal obligation to the Village, the Village has the right, but not the obligation, to require the Developer to repay to the Village all sums paid pursuant to this Agreement and all costs and expenses incurred by the Village in the collection of the same (the “**Clawback**”).

**6.2 Clawback: Nonexclusive Remedy.** The Village’s enforcement of the Clawback does not preclude, prohibit or otherwise limit the Village from enforcing or seeking to enforce any other remedies available to it in law or equity.

## **ARTICLE 7: ENFORCEMENT; REMEDIES**

**7.1 Notice; Cure; Self-Help.** Unless specifically provided otherwise by this Agreement, in the event of a breach or default of this Agreement, the breaching/defaulting Party shall have (10) calendar days after receipt of written notice to correct the breach or default prior to the pursuit of any remedy provided for hereunder; provided, however, the ten (10) day period may be extended, but only if: (a) the alleged breach is not reasonably susceptible to being cured within the ten (10) day period; (b) the breaching/defaulting Party has promptly initiated the cure of the breach or default, and (c) the breaching/defaulting Party diligently and continuously pursues the cure of the breach or default until its completion. If the breaching/defaulting Party fails to perform any of its obligations under this Agreement, and if the non-breaching/non-defaulting Party has given written notice of the default or breach to the other Party and the breaching/defaulting Party has failed to cure the default or breach as provided in this Section then, except as specifically provided otherwise in the following sections of this Article and in addition to any and all other remedies that may be available either in law or equity, the non-breaching/non-defaulting Party shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the Developer hereby agrees to pay and reimburse the Village for all costs and expenses reasonably incurred by it in connection with any action taken to cure a default or breach by the Developer, including reasonable attorney’s fees and court costs. The notice and cure provisions set forth above need not be followed by the Village in the event of an emergency.

**7.2 Default.** Any of the following events or circumstances shall be an event of default (or breach) of this Agreement:

a. The making or furnishing by a Party of any written representation, warranty, certificate, schedule, report, document, Request for Reimbursement, Supporting Documentation 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;

b. The Developer failing to perform an obligation under this Agreement or breaching any covenant contained in this Agreement, structure or financial condition of the Developer;

c. The Developer breaching any warranty or representation contained in this Agreement;

d. The commencement of any proceedings in bankruptcy by or against the Developer or for its liquidation or reorganization, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code (11 U.S.C. §§ 101-1532 (2020)) or under any other state or federal law for the relief of debtors, or the commencement of any similar statutory or non-statutory proceedings involving the Developer; provided, however, that if involuntary proceedings are commenced, such action shall not constitute a default unless such proceedings are not dismissed within ninety (90) calendar days after the commencement thereof;

e. The appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation of the Developer; provided, however, if the appointment or commencement of proceedings is involuntary, such action shall not constitute a default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) calendar days after the commencement thereof; and

f. The Village failing to pay an approved Request for Reimbursement if funds are available from the STAF.

**7.3 Enforcement: Remedies.** Unless specifically provided otherwise herein, upon a breach or default of this Agreement by the Developer, the Village may: (a) secure in any court of competent jurisdiction, by an appropriate suit, action, mandamus or other proceeding at law or in equity: (i) specific performance of the covenants and agreements herein contained; (ii) damages for failure of performance; or (iii) both; and (b) have such other relief as is, by law or in equity, available to it. The Developer agrees that it will not seek and does not have the right to seek to a judgment for monetary damages against the Village or any of the Village's elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, contractors or attorneys on account of the negotiation or execution of any of the terms and conditions of this Agreement. The Developer acknowledges that its sole remedy under this Agreement is payment of an approved Request for Reimbursement, if eligible funds are available in the STAF, up to the Maximum Incentive Amount, which shall include any previous amounts paid to the Developer hereunder. In the event the Developer brings a judicial proceeding against the Village and the Village prevails, the Village shall be entitled to reimbursement from the Developer of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**7.4 No Reimbursement if in Default.** The Developer shall not be entitled to receive any reimbursement or portion of the Incentive if the Developer is in default hereunder and has failed to resolve or cure any default.

**7.5 Post-Proceeding Enforcement.** In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village then, and in every such case,

the Developer and the Village shall be restored respectively to their positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

## **ARTICLE 8: LIABILITY; HOLD HARMLESS; TIME IS OF THE ESSENCE; FORCE MAJUERE**

**8.1 Non-Liability.** The Developer acknowledges and agrees that: (a) the Village is not, and will not be, in any way liable for any damages or losses that may be sustained as the result of the Village's review and approval of the Construction Plans and any other plans or improvements or as a result of the issuance of any approvals, permits, certificates or acceptances for the Redevelopment Project or use of any portion of the Subject Property; (b) the Village's review and approval of the Construction Plans and any other plans and the issuance of any approvals, permits, certificates, licenses or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants or licensees, or any third party, against violations or damage or injury of any kind at any time; and (c) each individual member of the Corporate Authorities, if liable for a breach of this Agreement, will be liable solely in his or her official position with the Village and will have no personal liability for any breach of this Agreement.

**8.2 Time is of the Essence; Force Majeure.** Time is of the essence of this Agreement. A Party, however, shall not be deemed to be in material breach of this Agreement with respect to any of its obligations hereunder if such Party fails to timely perform an obligation and such failure is due, in whole or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, severe weather, failure or interruption of power, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, government acts or omissions, acts of God, epidemics, pandemics, quarantine restrictions, freight embargoes, material shortages, acts caused directly or indirectly by the other Party (or the other Party's agents, employees or invitees), the revocation, suspension or inability to secure any necessary government permit, license or authority or other factors beyond a Party's reasonable control and reasonable ability to remedy ("**Force Majeure**"). An event of Force Majeure does not include economic conditions or events caused in whole or in part by an act or omission of the Party claiming Force Majeure. If the performance of any covenant or occurrence is delayed because of Force Majeure, the time for such performance shall be enlarged by the amount of time of such delay; provided the Party claiming delay of performance because of Force Majeure delivers written notice of the delay, along with an estimate of the duration of such delay, not later than three (3) calendar days after the Force Majeure event to the other Party.

## **ARTICLE 9 NOTICES**

**9.1 Notices.** All notices and other communications required or permitted in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof: (a) when personally delivered; (b) on the third (3<sup>rd</sup>) business day after being deposited in United States mail, if mailed by certified or registered mail with return receipt requested and postage prepaid; or (c) by facsimile or email transmission when actually received and addressed as follows:

If to the Village: Village of Steger  
Attn: Mary Jo Seehausen, Village Administrator  
3320 Lewis Avenue  
Steger, IL 60475

With copies to Village of Steger  
James Vasselli  
Special Counsel to the Village  
1804 North Naper Blvd., Suite 350  
Naperville, Illinois 60563  
jvasselli@ottosenlaw.com

If to the Developer: [to be inserted]

With copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

By complying with the notice requirements of this Article, each Party shall have the right to change the address or addressee, or both, for all future notices and communications to such Party, but no notice of a change of address or addressee shall be effective until received by the other Party.

**ARTICLE 10. GENERAL PROVISIONS**

**10.1 Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the Parties. All prior agreements between the Parties, whether written or oral, are superseded and shall be of no force and effect. This Agreement may not be modified, revised or otherwise changed unless it is reduced to writing and executed and delivered by the Parties.

**10.2 Cumulative Rights; No Waiver.** Unless expressly provided to the contrary in this Agreement, every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law or equity. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall a waiver affect such Party's right to enforce any other right, nor shall the waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

**10.3 No Third-Party Claims.** No claim as a third-party beneficiary under this Agreement by any person, firm, entity or corporation shall be made, or be valid, against the Village or the Developer.

**10.4 No Assignment.** The Developer is prohibited from assigning this Agreement prior to receiving written consent of the Village.

**10.5 Choice of Law; Venue.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law principles. The Parties agree that jurisdiction and venue for any litigation arising in connection herewith shall be exclusively in Cook or Will County, Illinois or in the United States District Court for the Northern District of Illinois. Each Party agrees not to institute any litigation in any other jurisdiction or venue in connection with any dispute herewith. Each of Party further agrees to waive any defense that Cook or Will County, Illinois or the United States District Court for the Northern District of Illinois is an improper or inconvenient court or venue for any litigation arising in connection herewith.

**10.6 Headings; Severability; Right to Counsel.** The headings and titles contained in this Agreement are for convenience of reference only and shall not define, limit, extend or alter the meaning of any provision hereof or alter the scope or intent of this Agreement. If any provision, phrase, clause or word contained herein is held to be illegal, void, invalid, unenforceable or contrary to law by a court of competent jurisdiction, it will be deemed removed from this Agreement, and the remainder of this Agreement will continue to have its intended full force and effect if it can be interpreted, applied and enforced to achieve the purpose and intent of this Agreement. Both Parties have had the opportunity to seek the advice of counsel.

**10.7 Calculation of Days.** If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, Federal holiday, or Illinois State holiday, then said notice or obligation may be given or performed on the next business day thereafter.

**10.8 Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

**10.10 Binding Effect.** This Agreement shall be binding upon the Developer, the Village, and their respective successors and assigns and shall inure to the benefit of the Developer, the Village and their successors and assigns.

**10.11 Limitation of Liability.** No official, officer, agent, attorney, engineer, representative, contractor or employee of the Village shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Village or for any amount that may become due to the Developer from the Village under this Agreement. No owner, director,

officer, agent, attorney or employee of the Developer shall be personally liable to the Village, or any successor in interest, in the event of any default or breach by the Developer or for any amount that may become due to the Village from the Developer under this Agreement.

**10.12 Conflict.** In the event of a conflict between any provisions of this Agreement and the provisions of the Laws or the ordinances creating the Redevelopment Plan, designating the Project Area, and/or adopting tax increment financing in connection with the Project Area, the Laws and/or ordinances shall prevail and control.

**10.13 Recording.** The Parties shall cause a copy of this Agreement to be recorded in the Cook County Clerk's Office, Recording Division and the Will County Recorder's Office as notice of the existence of this Agreement and of the rights, obligations and interests of the Parties hereunder. The Village agrees to execute and record a release of this Agreement within twelve (12) months after termination of this Agreement.

**10.14 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall be considered one and the same instrument. This Agreement may be executed by an electronic signature.

**10.15 Survival of Representations and Warranties.** The Parties agree that their respective representations and warranties in this Agreement are true as of the Effective Date and will be always true in all material respects hereafter during the Term.

**10.16. Authorized Signatories.** All persons signing this Agreement have been properly authorized to enter into this Agreement for the Party on whose behalf he or she is signing this Agreement and all legal actions have been taken to allow the Parties to execute and deliver this Agreement.

**IN WITNESS WHEREOF,** the Parties, acting through their proper and duly authorized representatives, have executed this Agreement as of the Effective Date and certify that they have read, understand and agree to the terms and conditions of this Agreement.

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Developer

Date: \_\_\_\_\_



**EXHIBIT A**  
**(Certificate of Good Standing)**

**EXHIBIT B**  
**(Developer's Proposal—Redevelopment Project Plan)**

**EXHIBIT C**  
**(Project Budget)**

**EXHIBIT D**  
**(Timeline)**

**GROUP EXHIBIT E**  
**(Resolutions, Articles of Incorporation and Corporate By-Laws)**

## **MUNICIPAL SERVICES AGREEMENT; 3140 UNION AVENUE MARKETING AND DEVELOPMENT**

This MUNICIPAL SERVICES AGREEMENT (this "MSA"), with an effective date of \_\_\_\_\_, 2023 (the "Effective Date"), sets forth certain agreements between the Village of STEGER, ILLINOIS, an Illinois municipal corporation (the "Village"), and the STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP, an Illinois Corporation, and its affiliates or assigns (the "EDC") to enter into an exclusive agreement whereby the EDC takes ownership of, repairs and markets the property for sale, said property being situated at **3140 UNION AVENUE**, Steger, IL 60475, transferring same by a Quit Claim Deed restricted by a Right to Reversion after a period not to exceed 36 months. This MSA is an expression of intent to allow the EDC to promote the subject property for sale with the intention of placing it back on the tax rolls for the benefit of the Village of Steger.

### **I. PROPERTY DESCRIPTION**

The Property has an address of **3140 UNION AVENUE**, Steger, IL 60475, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

### **II. GENERAL TERMS OF AGREEMENT**

For a period not to exceed thirty-six (36) months from the Effective Date of this MSA (the "OWNERSHIP PERIOD"), the Village shall grant the EDC ownership of the Property for purposes of having the property restored to marketable condition and for marketing the property to a potential buyer for sale of same. The Village agrees to convey ownership by a Quit Claim Deed that memorializes both the terms of transfer being limited to 36 months as well as the purpose of said transfer as contemplated in this agreement. During the thirty-six (36) month ownership period, the EDC will attempt in good faith to market the property for sale for purposes of furthering economic development of the Property so that the Village can benefit from placing it back on the property tax rolls ("Purchase Agreement"); any such Purchase Agreement will describe the compensation that will be paid to EDC for the sale of the Property, the specific terms of which will be memorialized in a separate, written agreement between the EDC and the buyer.

### **III. RESPONSIBILITIES**

(a) During the Ownership Period, the EDC will have the lead role in marketing the property, including, but not limited to, development planning and consulting, negotiations with any potential purchaser for the Property, design, plan preparation, entitlements, permitting, and providing information to the Village on a regular and consistent basis.

(b) During the term of this Ownership by the EDC, including any extensions of the Ownership Period, the Village shall refer any inquiries concerning the Property to the EDC and shall identify the EDC as its exclusive agent for purposes of any communications or negotiations with respect to the Property.

(c) Without EDC's and Village's joint approval, the Property shall not be sold, leased, or marketed to any potential third party buyer. Additionally, if the EDC cannot find a suitable buyer for the property within the contemplated 36 month period, ownership of the property shall revert back to the Village, and

any and all recorded documents of conveyance between the Village and the EDC must memorialize this "Right to Reversion."

(d) The Village and the EDC agree that the EDC will use its best efforts to increase revenue streams for the Village and any net profits gained from the sale of the subject property will be split evenly between the Village and the EDC, with an uneven amount accruing the greater of the split to the Village.

(e) In undertaking to rehabilitate the subject property, the EDC is empowered to compensate any third party contractors for work done in the form of money or in real property of up to equal value.

(f) Any value coming into the hands of the EDC shall first be used to compensate and satisfy the EDC's costs incurred in the marketing of the property.

#### IV. DOCUMENTS

The EDC may provide the Village with a request of certain Property documents to assist with its due diligence and analysis, and the Village will provide all non-proprietary information, including surveys and maps, environmental studies, geotechnical reports, title documents, and other governmental records (except to the extent that the same may be proprietary or confidential) that the EDC shall reasonably request.

The parties agree to negotiate in good faith and diligently pursue the necessary and appropriate documents and agreements contemplated by this MSA, including, without limitation, the Deed, the Property Entity documents, assignment agreements, and any third party documents and agreements.

#### V. COSTS

In consideration of the mutual agreements and understandings set forth in this MSA, the time and effort that the EDC will be committing in connection with this undertaking, and in recognition of the time necessary to successfully market and close a sale of the property, the Village agrees that it will compensate the EDC in the form of money or in Real Property worth the same value, in addition to allowing the EDC to have its actual expenses compensated from the first monies coming to it as a result of any sale. Any profits from the sale of said property shall be thereafter shared equally between the Village and the EDC.

#### VI. LIEN RIGHTS

This agreement shall allow for the EDC to have the right to lien the said property for any uncompensated amount in an instance where the value of services rendered are not otherwise adequately compensated.

IN WITNESS WHEREOF, the Village and EDC have executed this MSA as of the Effective Date.

VILLAGE OF STEGER, COUNTIES OF COOK/WILL ILLINOIS

an Illinois Municipal corporation.

By: \_\_\_\_\_

Name: Kenneth A. Peterson, Jr.

Its: Village President

STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP.

an Illinois corporation.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Attorney for the Steger Economic Development Corp., NFP.



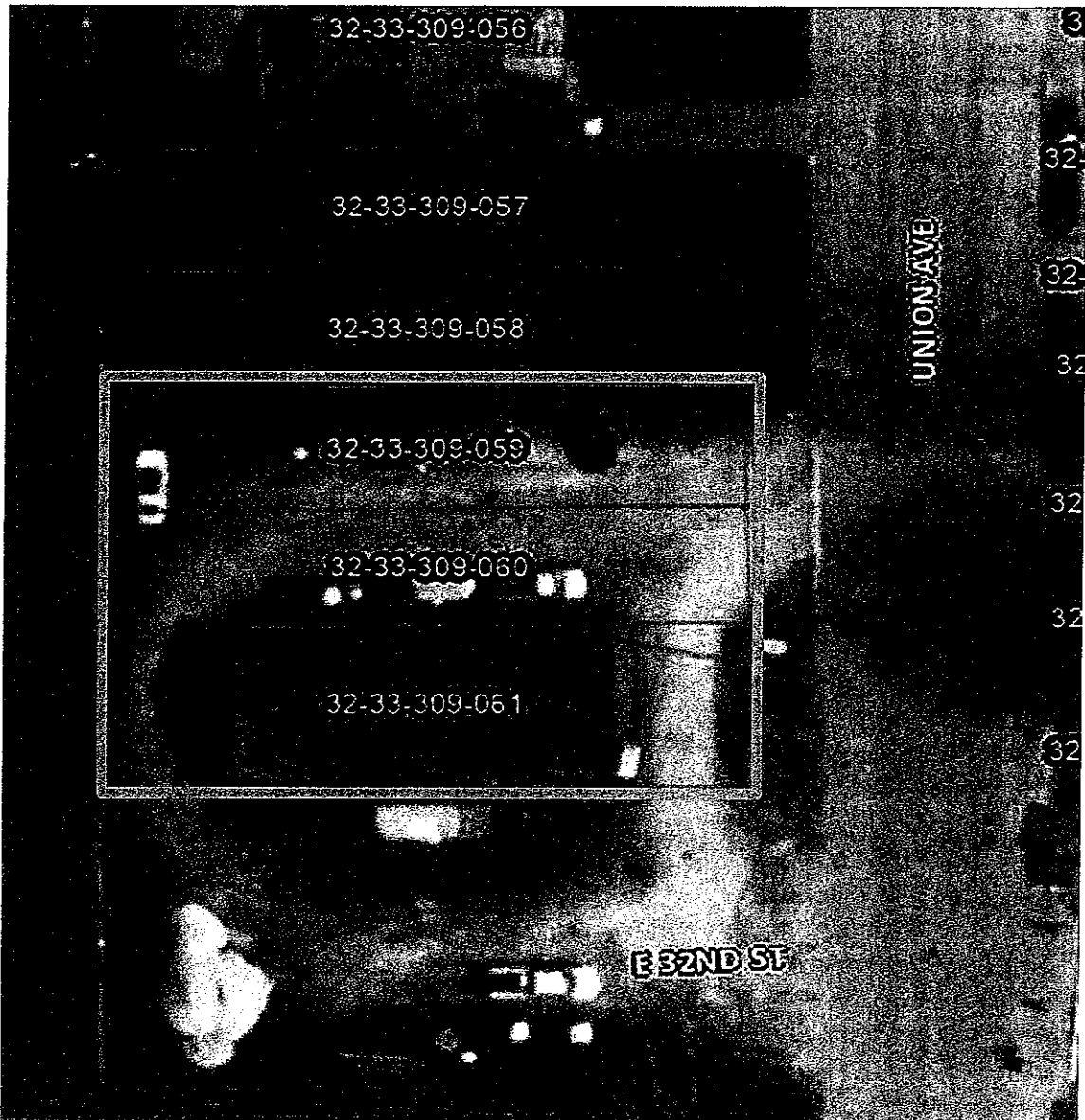
**Exhibit "A"**

Property Address: 3104 UNION AVENUE, Steger, IL 60475.

**Legal Description**

LOTS 8, 9 AND 10 IN BLOCK 24 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, ALL BEING IN THE SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 32 AND SECTION 33, AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 32-33-309-059, 060 and 061-0000.



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**THE VILLAGE OF STEGER  
COOK AND WILL COUNTIES, ILLINOIS**

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**ORDINANCE NUMBER 1298**

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**AN ORDINANCE AUTHORIZING AND APPROVING A  
CONTRACT FOR PROPERTY MARKETING SERVICES  
CONCERNING THE PARCEL OF LAND LOCATED AT 3140  
UNION AVENUE, STEGER, IL 60475, BETWEEN THE  
VILLAGE OF STEGER AND THE STEGER ECONOMIC  
DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE  
OF STEGER, COUNTIES OF COOK/WILL, STATE OF  
ILLINOIS.**

---

**KENNETH A. PETERSON, JR., Village President  
JOSEPH M. ZAGONE, JR., Village Clerk  
MARY JO SEEHAUSEN, Village Administrator**

**ERNIE LOPEZ JR.  
TIM PERCHINSKI  
WILLIAM J. JOYCE  
CINDY TROTIER  
STEVE THURMOND  
GERALD STWEART**

-

**Trustees**

---

ORDINANCE NUMBER: 1298

**AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR PROPERTY MARKETING SERVICES CONCERNING THE PARCEL OF LAND LOCATED AT 3140 UNION AVENUE, STEGER, IL 60475, BETWEEN THE VILLAGE OF STEGER AND THE STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS.**

**WHEREAS**, the Village of Steger (the “Village”) is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1, et seq.) (the “Code”); and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village President and the Village Board (collectively, the “Corporate Authorities”) are committed to the health, safety and general welfare of the residents of the Village and the efficient operation of the government; and

**WHEREAS**, the Village is in need of property marketing services that will aid in the expeditious disposition of Village owned property for tax purposes to benefit the Village, specifically, for the property commonly known as 3140 Union Avenue, Steger, IL 60475 (the “Services”); and

**WHEREAS**, The Village and the Steger Economic Development Corporation, NFP, (hereinafter “EDC”) have reached a written agreement for the provision of such marketing services by the EDC, attached hereto and incorporated herein as Exhibit A, whereby the EDC will perform the Services for the Village, the Village agreeing to transfer ownership of the property by a quitclaim to the EDC for a period not to exceed 36 months; and

**WHEREAS**, based on the foregoing, 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 Services Agreement;

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

Section 1. The foregoing recitals are incorporated as though fully set forth herein.

Section 2. Purpose. The purpose of this Ordinance is to authorize the Village President or his designee to enter into and approve the Services Agreement/Contract, to further authorize the Village President or his designee to take all steps necessary to carry out the terms of the Services Agreement/Contract and the intent of this Ordinance, and to ratify any steps taken to effectuate those goals.

Section 3. Approval and Authorization. That the Corporate Authorities approve the Services Agreement/Contract. The Corporate Authorities further authorize and direct the Village President or his designee to enter into and approve the Services Agreement/Contract, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities further authorize and direct the Village President or his designee to execute the Contract with such insertions, omissions and changes as shall be approved by the Village President and the Village Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Services Agreement/Contract and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village prior to the effective date of this Ordinance.

Section 6. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

Adopted this 5<sup>TH</sup> Day of JUNE, 2023 pursuant to a roll call vote as follows:

TRUSTEE/OFFICIAL	YES	NO	ABSENT
Ernie Lopez Jr.			
Tim Perchinski			
William J. Joyce			
Cindy Trotier			
Steve Thurmond			
Gerald Stewart			
Kenneth A. Peterson, Jr., Village President			

APPROVED by the Village President on JUNE 5, 2023.

\_\_\_\_\_  
Kenneth A. Peterson, Jr.  
Village President

ATTEST:

\_\_\_\_\_  
Joseph M. Zagone, Jr.  
Village Clerk

## EXHIBIT A

### MUNICIPAL SERVICES AGREEMENT; 3222 KEENEY AVENUE MARKETING AND DEVELOPMENT

This MUNICIPAL SERVICES AGREEMENT (this "MSA"), with an effective date of \_\_\_\_\_, 2023 (the "Effective Date"), sets forth certain agreements between the Village of STEGER, ILLINOIS, an Illinois municipal corporation (the "Village"), and the STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP, an Illinois Corporation, and its affiliates or assigns (the "EDC") to enter into an exclusive agreement whereby the EDC takes ownership of, repairs and markets the property for sale, said property being situated at **3140 UNION AVENUE**, Steger, IL 60475, transferring same by a Quit Claim Deed restricted by a Right to Reversion after a period not to exceed 36 months. This MSA is an expression of intent to allow the EDC to promote the subject property for sale with the intention of placing it back on the tax rolls for the benefit of the Village of Steger.

#### I. PROPERTY DESCRIPTION

The Property has an address of **3140 UNION AVENUE**, Steger, IL 60475, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

#### II. GENERAL TERMS OF AGREEMENT

For a period not to exceed thirty-six (36) months from the Effective Date of this MSA (the "OWNERSHIP PERIOD"), the Village shall grant the EDC ownership of the Property for purposes of having the property restored to marketable condition and for marketing the property to a potential buyer for sale of same. The Village agrees to convey ownership by a Quit Claim Deed that memorializes both the terms of transfer being limited to 36 months as well as the purpose of said transfer as contemplated in this agreement. During the thirty-six (36) month ownership period, the EDC will attempt in good faith to market the property for sale for purposes of furthering economic development of the Property so that the Village can benefit from placing it back on the property tax rolls ("Purchase Agreement"); any such Purchase Agreement will describe the compensation that will be paid to EDC for the sale of the Property, the specific terms of which will be memorialized in a separate, written agreement between the EDC and the buyer.

#### III. RESPONSIBILITIES

(a) During the Ownership Period, the EDC will have the lead role in marketing the property, including, but not limited to, development planning and consulting, negotiations with any potential purchaser for the Property, design, plan preparation, entitlements, permitting, and providing information to the Village on a regular and consistent basis.

(b) During the term of this Ownership by the EDC, including any extensions of the Ownership Period, the Village shall refer any inquiries concerning the Property to the EDC and shall identify the EDC as its exclusive agent for purposes of any communications or negotiations with respect to the Property.

(c) Without EDC's and Village's joint approval, the Property shall not be sold, leased, or marketed to any potential third party buyer. Additionally, if the EDC cannot find a suitable buyer for the property within the contemplated 36 month period, ownership of the property shall

revert back to the Village, and any and all recorded documents of conveyance between the Village and the EDC must memorialize this "Right to Reversion."

(d) The Village and the EDC agree that the EDC will use its best efforts to increase revenue streams for the Village and any net profits gained from the sale of the subject property will be split evenly between the Village and the EDC, with an uneven amount accruing the greater of the split to the Village.

(e) In undertaking to rehabilitate the subject property, the EDC is empowered to compensate any third party contractors for work done in the form of money or in real property of up to equal value.

(f) Any value coming into the hands of the EDC shall first be used to compensate and satisfy the EDC's costs incurred in the marketing of the property.

#### IV. DOCUMENTS

The EDC may provide the Village with a request of certain Property documents to assist with its due diligence and analysis, and the Village will provide all non-proprietary information, including surveys and maps, environmental studies, geotechnical reports, title documents, and other governmental records (except to the extent that the same may be proprietary or confidential) that the EDC shall reasonably request.

The parties agree to negotiate in good faith and diligently pursue the necessary and appropriate documents and agreements contemplated by this MSA, including, without limitation, the Deed, the Property Entity documents, assignment agreements, and any third party documents and agreements.

#### V. COSTS

In consideration of the mutual agreements and understandings set forth in this MSA, the time and effort that the EDC will be committing in connection with this undertaking, and in recognition of the time necessary to successfully market and close a sale of the property, the Village agrees that it will compensate the EDC in the form of money or in Real Property worth the same value, in addition to allowing the EDC to have its actual expenses compensated from the first monies coming to it as a result of any sale. Any profits from the sale of said property shall be thereafter shared equally between the Village and the EDC.

#### VI. LIEN RIGHTS

This agreement shall allow for the EDC to have the right to lien the said property for any uncompensated amount in an instance where the value of services rendered are not otherwise adequately compensated.

IN WITNESS WHEREOF, the Village and EDC have executed this MSA as of the Effective Date.

VILLAGE OF STEGER, COUNTIES OF COOK/WILL ILLINOIS  
an Illinois Municipal corporation.

By: \_\_\_\_\_

Name: Kenneth A. Peterson, Jr.

Its: Village President

STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP.  
an Illinois corporation.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Attorney for the Steger Economic Development Corp., NFP.



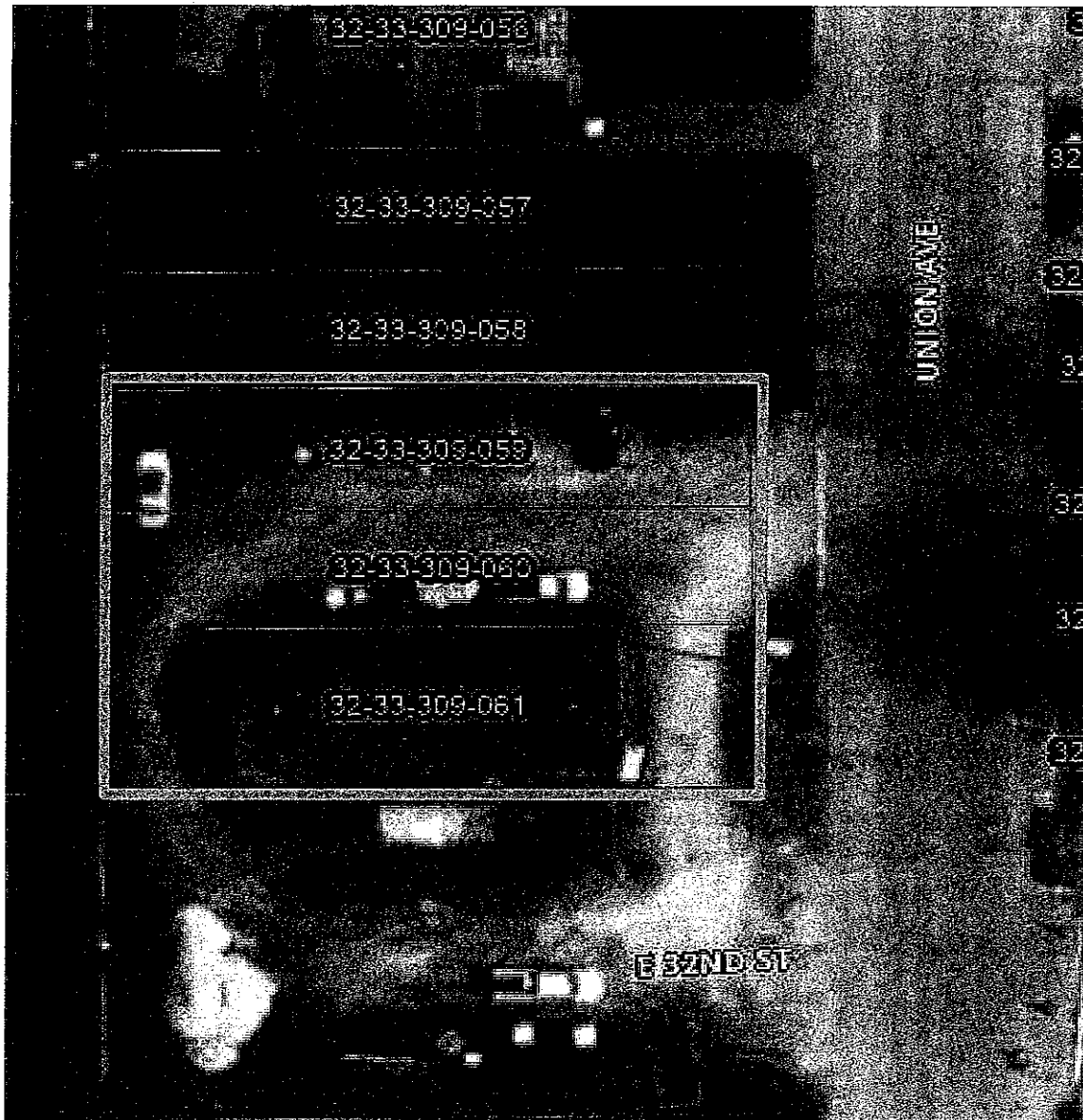
**Exhibit "A"**

Property Address: 3104 UNION AVENUE, Steger, IL 60475.

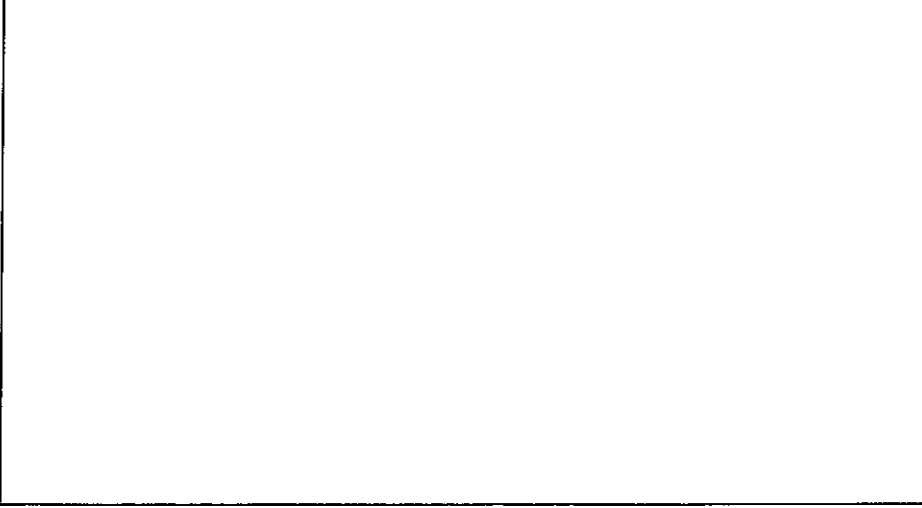
**Legal Description**

LOTS 8, 9 AND 10 IN BLOCK 24 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, ALL BEING IN THE SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 32 AND SECTION 33, AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 32-33-309-059, 060 and 061-0000.



**Quit Claim Deed  
Statutory (ILLINOIS)  
(Corporation to Corporation)**



Above Space for Recorder's Use Only

**THE GRANTOR (S)**

**THE VILLAGE OF STEGER**

a Municipal Corporation created and existing under and by the virtue of the laws of the State of Illinois, having its principal office in the Village of Steger, County of Cook/Will, and State of Illinois, and duly authorized to transact business in the State of Illinois, and pursuant to authority given by the Village of Steger Village Board, for and in consideration of (\$10.00) TEN DOLLARS, in hand paid,

**CONVEYS and QUIT CLAIMS to**

**STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP,**

a Not For Profit Corporation created and existing under and by the virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, and pursuant to authority given by the Village of Steger Village Board, the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

LOTS 8, 9 AND 10 IN BLOCK 24 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS, ALL BEING IN THE SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 AND SECTION 33, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: Restrictions contained in the Municipal Services Agreement Dated \_\_\_\_\_, 2023, including but not limited to the thirty-six month "Right of Reversion" if property is not disposed of as contemplated in the said agreement; Covenants, conditions and restrictions of record, and to General Taxes for 2020 and subsequent years.

**Permanent Real Estate Tax Number: 32-33-309-059, 060 and 061-0000**

**Address of Real Estate: 3140 Union Avenue, Steger, Illinois.**

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Village President, and attested by its Village Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IMPRESS CORPORATE  
SEAL HERE

The Village of Steger, a municipal corporation,

By: \_\_\_\_\_  
Kenneth A. Peterson, Jr., President

**ATTEST:**

\_\_\_\_\_  
Joseph M. Zagone, Jr., Clerk.

State of Illinois )  
                          ) ss,  
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth A. Peterson, Jr., personally known to me to be the Village President of the Village of Steger, a municipal corporation, and Joseph M. Zagone, Jr., personally known to me to be the Village Clerk of the Village of Steger, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as President and Clerk of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Commission expires \_\_\_\_\_, \_\_\_\_\_  
NOTARY PUBLIC

Exempt under provision of Paragraph B, Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer, Seller or Representative

This instrument was prepared by: Law Offices of Dennis G. Gianopolus P.C., 18511 Torrence Avenue, Lansing, Illinois, 60438.

**MAIL TO:**  
Luciano Panici, Jr., Esq.  
Law Offices of Dennis G. Gianopolus, P.C.  
18511 Torrence Avenue  
Lansing, IL 60438

**SEND SUBSEQUENT TAX BILLS TO:**  
Village of Steger  
3320 Lewis Avenue  
Steger, IL 60475

**STATEMENT BY GRANTOR AND GRANTEE**

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and Sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

The grantee or her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

**LAW OFFICES OF  
DENNIS G. GIANOPOLUS, P.C.  
18511 Torrence Avenue  
Lansing, Illinois 60438**

---

**(708) 889-9626  
facsimile (708) 889-9634**

***Dennis G. Gianopolus  
Jacqueline J. Agee  
Luciano Panici, Jr.***

***Lauren E. Berger, Office Manager***

May 5, 2023

DelGaldo Law Group  
1441 S Harlem Avenue  
Berwyn, IL 60402

Re: *Waiver of Conflict;  
Village of Steger Transfer of property to Steger Economic Development  
Corporation;  
3140 Union Avenue, Steger, IL 60475*

Dear Counsel;

This correspondence will serve as confirmation that the Village has agreed to waive any and all conflicts that may arise as they relate to the contemplated Services Agreements between the Village of Steger and the Steger Economic Development Corporation, NFP, as it pertains to the promotion and marketing of the above referenced properties for the benefit of the Village. It is acknowledged that the DLG Law Group does perform services as counsel for the Village as well as for the Steger EDC and to the extent that any such conflict was to arise the Village has agreed to waive said conflicts.

Very truly yours,

*Luciano Panici, Jr.*  
Luciano Panici, Jr.

LP/ns.  
Enclosures.

---

**THE VILLAGE OF STEGER  
COOK AND WILL COUNTIES, ILLINOIS**

---

**ORDINANCE NUMBER 1299**

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**AN ORDINANCE AUTHORIZING AND APPROVING A  
CONTRACT FOR PROPERTY MARKETING SERVICES  
CONCERNING THE PARCEL OF LAND LOCATED AT 3200-  
3210 UNION AVENUE, STEGER, IL 60475, BETWEEN THE  
VILLAGE OF STEGER AND THE STEGER ECONOMIC  
DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE  
OF STEGER, COUNTIES OF COOK/WILL, STATE OF  
ILLINOIS.**

---

**KENNETH A. PETERSON, JR., Village President  
JOSEPH M. ZAGONE, JR., Village Clerk  
MARY JO SEEHAUSEN, Village Administrator**

**ERNIE LOPEZ JR.  
TIM PERCHINSKI  
WILLIAM J. JOYCE  
CINDY TROTIER  
STEVE THURMOND  
GERALD STEWART**

**-  
Trustees**

---

ORDINANCE NUMBER: 1299

**AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR PROPERTY MARKETING SERVICES CONCERNING THE PARCEL OF LAND LOCATED AT 3200-3210 UNION AVENUE, STEGER, IL 60475, BETWEEN THE VILLAGE OF STEGER AND THE STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP., FOR THE VILLAGE OF STEGER, COUNTIES OF COOK/WILL, STATE OF ILLINOIS.**

**WHEREAS**, the Village of Steger (the “Village”) is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1, et seq.) (the “Code”); and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village President and the Village Board (collectively, the “Corporate Authorities”) are committed to the health, safety and general welfare of the residents of the Village and the efficient operation of the government; and

**WHEREAS**, the Village is in need of property marketing services that will aid in the expeditious disposition of Village owned property for tax purposes to benefit the Village, specifically, for the property commonly known as 3200-3210 Union Avenue, Steger, IL 60475 (the “Services”); and

**WHEREAS**, The Village and the Steger Economic Development Corporation, NFP, (hereinafter “EDC”) have reached a written agreement for the provision of such marketing services by the EDC, attached hereto and incorporated herein as Exhibit A, whereby the EDC will perform the Services for the Village, the Village agreeing to transfer ownership of the property by a quitclaim to the EDC for a period not to exceed 36 months; and

**WHEREAS**, based on the foregoing, 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 Services Agreement;

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

Section 1. The foregoing recitals are incorporated as though fully set forth herein.

Section 2. Purpose. The purpose of this Ordinance is to authorize the Village President or his designee to enter into and approve the Services Agreement/Contract, to further authorize the Village President or his designee to take all steps necessary to carry out the terms of the Services Agreement/Contract and the intent of this Ordinance, and to ratify any steps taken to effectuate those goals.

Section 3. Approval and Authorization. That the Corporate Authorities approve the Services Agreement/Contract. The Corporate Authorities further authorize and direct the Village President or his designee to enter into and approve the Services Agreement/Contract, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities further authorize and direct the Village President or his designee to execute the Contract with such insertions, omissions and changes as shall be approved by the Village President and the Village Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Services Agreement/Contract and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and effectuate the purpose of this Ordinance and shall take all action necessary in conformity therewith.



Section 4. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this Ordinance and the application thereof to the greatest extent permitted by law.

Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village prior to the effective date of this Ordinance.

Section 6. Effectiveness. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

Adopted this 5<sup>TH</sup> Day of JUNE, 2023 pursuant to a roll call vote as follows:

TRUSTEE/OFFICIAL	YES	NO	ABSENT
Ernie Lopez Jr.			
Tim Perchinski			
William J. Joyce			
Cindy Trotier			
Steve Thurmond			
Gerald Stewart			
Kenneth A. Peterson, Jr., Village President			

APPROVED by the Village President on JUNE 5, 2023.

\_\_\_\_\_  
Kenneth A. Peterson, Jr.  
Village President

ATTEST:

\_\_\_\_\_  
Joseph M. Zagone, Jr.  
Village Clerk

**MUNICIPAL SERVICES AGREEMENT; 3200-3210 UNION AVENUE MARKETING AND DEVELOPMENT**

This MUNICIPAL SERVICES AGREEMENT (this "MSA"), with an effective date of \_\_\_\_\_, 2023 (the "Effective Date"), sets forth certain agreements between the Village of STEGER, ILLINOIS, an Illinois municipal corporation (the "Village"), and the STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP, an Illinois Corporation, and its affiliates or assigns (the "EDC") to enter into an exclusive agreement whereby the EDC takes ownership of, repairs and markets the property for sale, said property being situated at **3200-3210 UNION AVENUE**, Steger, IL 60475, transferring same by a Quit Claim Deed restricted by a Right to Reversion after a period not to exceed 36 months. This MSA is an expression of intent to allow the EDC to promote the subject property for sale with the intention of placing it back on the tax rolls for the benefit of the Village of Steger.

I. PROPERTY DESCRIPTION

The Property has an address of **3200-3210 UNION AVENUE**, Steger, IL 60475, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

II. GENERAL TERMS OF AGREEMENT

For a period not to exceed thirty-six (36) months from the Effective Date of this MSA (the "OWNERSHIP PERIOD"), the Village shall grant the EDC ownership of the Property for purposes of having the property restored to marketable condition and for marketing the property to a potential buyer for sale of same. The Village agrees to convey ownership by a Quit Claim Deed that memorializes both the terms of transfer being limited to 36 months as well as the purpose of said transfer as contemplated in this agreement. During the thirty-six (36) month ownership period, the EDC will attempt in good faith to market the property for sale for purposes of furthering economic development of the Property so that the Village can benefit from placing it back on the property tax rolls ("Purchase Agreement"); any such Purchase Agreement will describe the compensation that will be paid to EDC for the sale of the Property, the specific terms of which will be memorialized in a separate, written agreement between the EDC and the buyer.

III. RESPONSIBILITIES

(a) During the Ownership Period, the EDC will have the lead role in marketing the property, including, but not limited to, development planning and consulting, negotiations with any potential purchaser for the Property, design, plan preparation, entitlements, permitting, and providing information to the Village on a regular and consistent basis.

(b) During the term of this Ownership by the EDC, including any extensions of the Ownership Period, the Village shall refer any inquiries concerning the Property to the EDC and shall identify the EDC as its exclusive agent for purposes of any communications or negotiations with respect to the Property.

(c) Without EDC's and Village's joint approval, the Property shall not be sold, leased, or marketed to any potential third party buyer. Additionally, if the EDC cannot find a suitable buyer for the property within the contemplated 36 month period, ownership of the property shall revert back to the Village, and

any and all recorded documents of conveyance between the Village and the EDC must memorialize this "Right to Reversion."

(d) The Village and the EDC agree that the EDC will use its best efforts to increase revenue streams for the Village and any net profits gained from the sale of the subject property will be split evenly between the Village and the EDC, with an uneven amount accruing the greater of the split to the Village.

(e) In undertaking to rehabilitate the subject property, the EDC is empowered to compensate any third party contractors for work done in the form of money or in real property of up to equal value.

(f) Any value coming into the hands of the EDC shall first be used to compensate and satisfy the EDC's costs incurred in the marketing of the property.

#### IV. DOCUMENTS

The EDC may provide the Village with a request of certain Property documents to assist with its due diligence and analysis, and the Village will provide all non-proprietary information, including surveys and maps, environmental studies, geotechnical reports, title documents, and other governmental records (except to the extent that the same may be proprietary or confidential) that the EDC shall reasonably request.

The parties agree to negotiate in good faith and diligently pursue the necessary and appropriate documents and agreements contemplated by this MSA, including, without limitation, the Deed, the Property Entity documents, assignment agreements, and any third party documents and agreements.

#### V. COSTS

In consideration of the mutual agreements and understandings set forth in this MSA, the time and effort that the EDC will be committing in connection with this undertaking, and in recognition of the time necessary to successfully market and close a sale of the property, the Village agrees that it will compensate the EDC in the form of money or in Real Property worth the same value, in addition to allowing the EDC to have its actual expenses compensated from the first monies coming to it as a result of any sale. Any profits from the sale of said property shall be thereafter shared equally between the Village and the EDC.

#### VI. LIEN RIGHTS

This agreement shall allow for the EDC to have the right to lien the said property for any uncompensated amount in an instance where the value of services rendered are not otherwise adequately compensated.

IN WITNESS WHEREOF, the Village and EDC have executed this MSA as of the Effective Date.

VILLAGE OF STEGER, COUNTIES OF COOK/WILL ILLINOIS

an Illinois Municipal corporation.

By: \_\_\_\_\_

Name: Kenneth A. Peterson, Jr.

Its: Village President

STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP.

an Illinois corporation.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Attorney for the Steger Economic Development Corp., NFP.

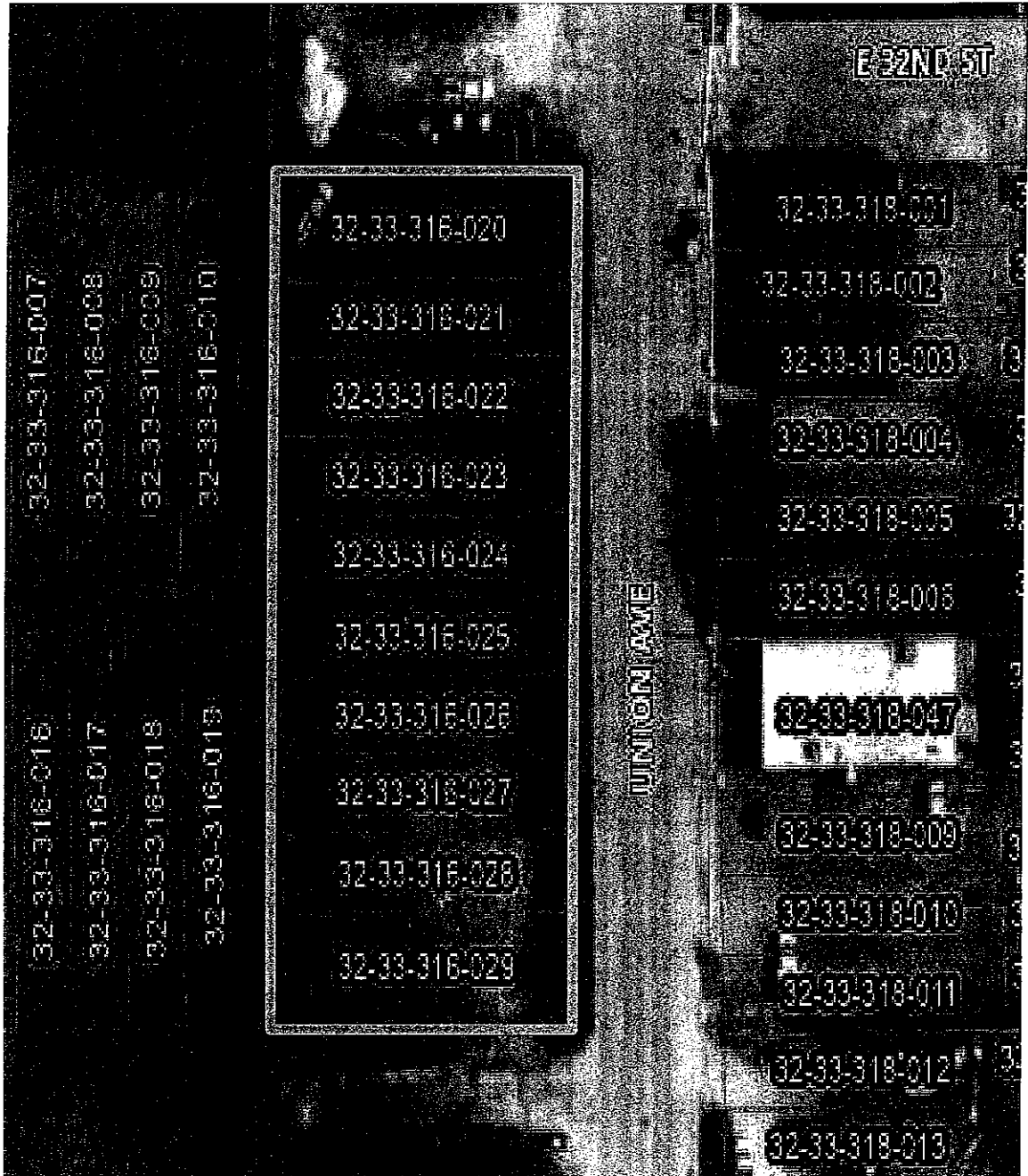
Exhibit "A"

Property Address: 3200-3210 UNION AVENUE, Steger, IL 60475.

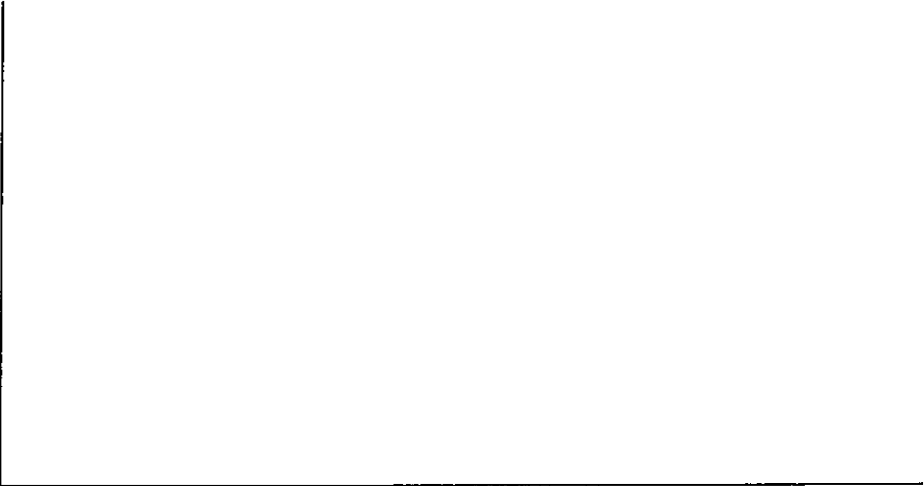
Legal Description

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 IN BLOCK 3 IN KEENEY'S 1ST ADDITION TO COLUMBIA HEIGHTS, A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 32 AND THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 32-33-316-020, 021, 022, 023, 024, 025, 026, 027, 028, 029-0000.



**Quit Claim Deed  
Statutory (ILLINOIS)  
(Corporation to Corporation)**



Above Space for Recorder's Use Only

**THE GRANTOR (S)**

**THE VILLAGE OF STEGER**

a Municipal Corporation created and existing under and by the virtue of the laws of the State of Illinois, having its principal office in the Village of Steger, County of Cook/Will, and State of Illinois, and duly authorized to transact business in the State of Illinois, and pursuant to authority given by the Village of Steger Village Board, for and in consideration of (\$10.00) TEN DOLLARS, in hand paid,

**CONVEYS and QUIT CLAIMS to**

**STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP,**

a Not For Profit Corporation created and existing under and by the virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, and pursuant to authority given by the Village of Steger Village Board, the following described Real Estate situated in the County of Cook and State of Illinois, to wit:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 IN BLOCK 3 IN KEENEY'S 1ST ADDITION TO COLUMBIA HEIGHTS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: Restrictions contained in the Municipal Services Agreement Dated \_\_\_\_\_, 2023, including but not limited to the thirty-six month "Right of Reversion" if property is not disposed of as contemplated in the said agreement; Covenants, conditions and restrictions of record, and to General Taxes for 2020 and subsequent years.

**Permanent Real Estate Tax Number: 32-33-316-020, 021, 022, 023, 024, 025, 026, 027, 028, 029-0000.**

**Address of Real Estate: 3200-3210 Union Avenue, Steger, Illinois.**

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Village President, and attested by its Village Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IMPRESS CORPORATE  
SEAL HERE

The Village of Steger, a municipal corporation,

By: \_\_\_\_\_  
Kenneth A. Peterson, Jr., President

**ATTEST:**

\_\_\_\_\_  
Joseph M. Zagone, Jr., Clerk.

State of Illinois )  
 ) ss,  
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth A. Peterson, Jr., personally known to me to be the Village President of the Village of Steger, a municipal corporation, and Joseph M. Zagone, Jr., personally known to me to be the Village Clerk of the Village of Steger, a municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as President and Clerk of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority, given by said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Commission expires \_\_\_\_\_, \_\_\_\_\_  
NOTARY PUBLIC

Exempt under provision of Paragraph B, Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer, Seller or Representative

This instrument was prepared by: Law Offices of Dennis G. Gianopolus P.C., 18511 Torrence Avenue, Lansing, Illinois, 60438.

**MAIL TO:**

Luciano Panici, Jr., Esq.  
Law Offices of Dennis G. Gianopolus, P.C.  
18511 Torrence Avenue  
Lansing, IL 60438

**SEND SUBSEQUENT TAX BILLS TO:**

Village of Steger  
3320 Lewis Avenue  
Steger, IL 60475

**STATEMENT BY GRANTOR AND GRANTEE**

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Subscribed and Sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

The grantee or her agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Subscribed and sworn to before me  
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NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.



## **MUNICIPAL SERVICES AGREEMENT; 3200-3210 UNION AVENUE MARKETING AND DEVELOPMENT**

This MUNICIPAL SERVICES AGREEMENT (this "MSA"), with an effective date of \_\_\_\_\_, 2023 (the "Effective Date"), sets forth certain agreements between the Village of STEGER, ILLINOIS, an Illinois municipal corporation (the "Village"), and the STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP, an Illinois Corporation, and its affiliates or assigns (the "EDC") to enter into an exclusive agreement whereby the EDC takes ownership of, repairs and markets the property for sale, said property being situated at **3200-3210 UNION AVENUE**, Steger, IL 60475, transferring same by a Quit Claim Deed restricted by a Right to Reversion after a period not to exceed 36 months. This MSA is an expression of intent to allow the EDC to promote the subject property for sale with the intention of placing it back on the tax rolls for the benefit of the Village of Steger.

### **I. PROPERTY DESCRIPTION**

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IN WITNESS WHEREOF, the Village and EDC have executed this MSA as of the Effective Date.

VILLAGE OF STEGER, COUNTIES OF COOK/WILL ILLINOIS

an Illinois Municipal corporation.

By: \_\_\_\_\_

Name: Kenneth A. Peterson, Jr.

Its: Village President

STEGER ECONOMIC DEVELOPMENT CORPORATION, NFP.

an Illinois corporation.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Attorney for the Steger Economic Development Corp., NFP.

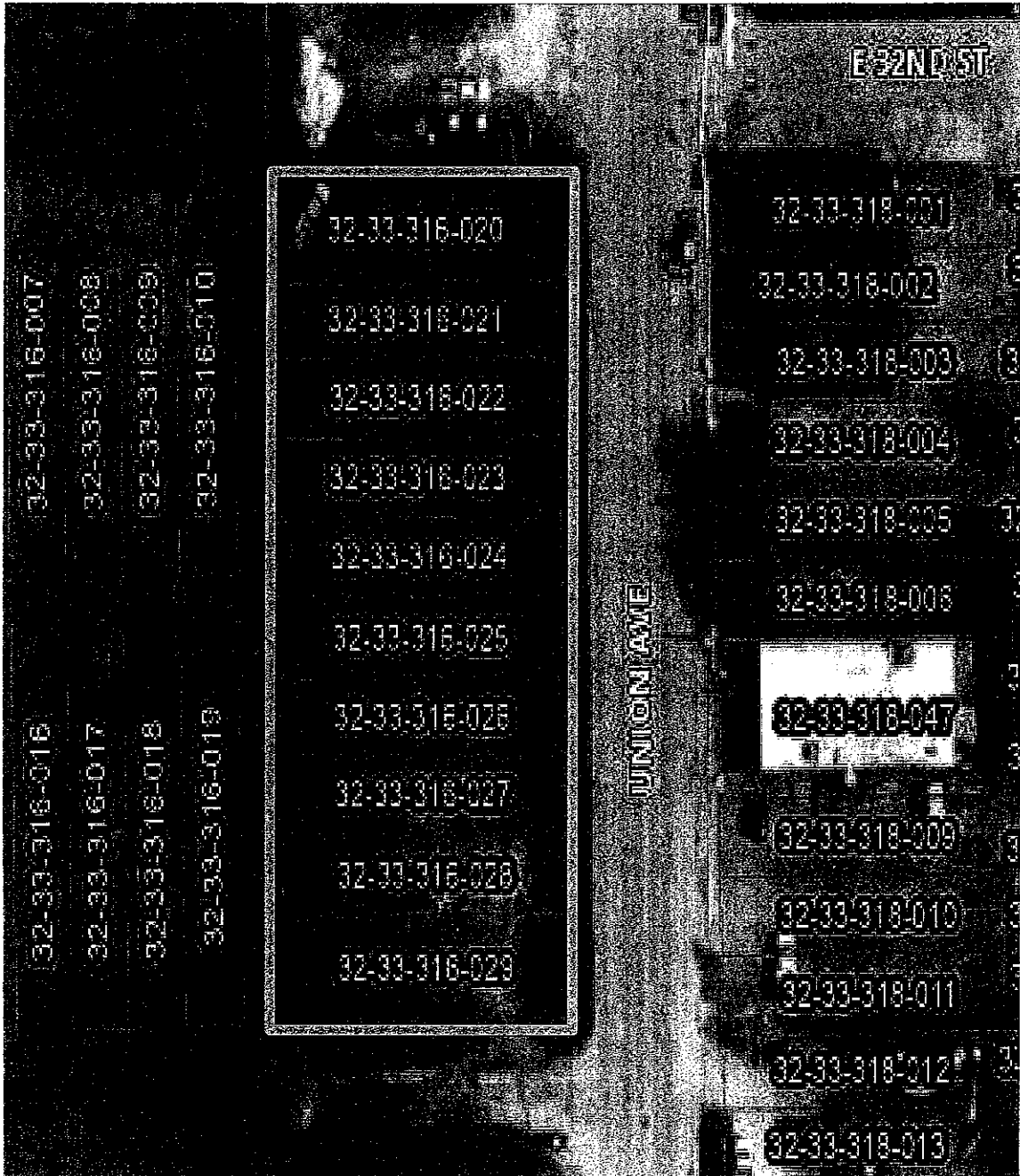
**Exhibit "A"**

Property Address: 3200-3210 UNION AVENUE, Steger, IL 60475.

**Legal Description**

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 IN BLOCK 3 IN KEENEY'S 1ST ADDITION TO COLUMBIA HEIGHTS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 32-33-316-020, 021, 022, 023, 024, 025, 026, 027, 028, 029-0000.



**LAW OFFICES OF  
DENNIS G. GIANOPOLUS, P.C.  
18511 Torrence Avenue  
Lansing, Illinois 60438**

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**(708) 889-9626  
facsimile (708) 889-9634**

***Dennis G. Gianopolus  
Jacqueline J. Agee  
Luciano Panici, Jr.***

***Lauren E. Berger, Office Manager***

May 4, 2023

DelGaldo Law Group  
1441 S Harlem Avenue  
Berwyn, IL 60402

Re: *Waiver of Conflict;  
Village of Steger Transfer of property to Steger Economic Development  
Corporation;  
3200-3210 Union Avenue, Steger, IL 60475*

Dear Counsel;

This correspondence will serve as confirmation that the Village has agreed to waive any and all conflicts that may arise as they relate to the contemplated Services Agreements between the Village of Steger and the Steger Economic Development Corporation, NFP, as it pertains to the promotion and marketing of the above referenced properties for the benefit of the Village. It is acknowledged that the DLG Law Group does perform services as counsel for the Village as well as for the Steger EDC and to the extent that any such conflict was to arise the Village has agreed to waive said conflicts.

Very truly yours,

*Luciano Panici, Jr.*  
Luciano Panici, Jr.

LP/ns.  
Enclosures.

