

*VILLAGE OF*  
**STEGER**

**BOARD OF TRUSTEES**

**REGULAR MEETING AGENDA**

Also being held VIA Teleconference/Zoom

**Meeting ID: 879 0904 1146**

**Passcode: 872407 312-626-6799**

**3320 Lewis Avenue, Steger IL 60475**

**MONDAY, APRIL 17, 2023 7:00pm**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. AWARDS, HONORS, AND SPECIAL RECOGNITION
- D. MINUTES of April 03, 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
    - d. Community Center Director
    - e. EMA Chief
  - 3. Attorney
  - 4. Treasurer

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 APRIL 17, 2023 BOARD OF TRUSTEE REGULAR MEETING AGENDA**

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

G. PAYING OF THE BILLS:

H. CORRESPONDENCE

I. UNFINISHED BUSINESS:

J. NEW BUSINESS

**RESOLUTION NO. 1176**      **A RESOLUTION PROVIDING AN INDUCEMENT TO THE VILLAGE OF STEGER AND CABINET FABRICATIONS INC. IN CONNECTION WITH THE REDEVELOPMENT OF REAL PROPERTY LOCATED AT 3100 UNION AVENUE IN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS**

**ORDINANCE NO. 1293**      **AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN AGREEMENT WITH GD ENTERPRISES, LLC TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS**

**ORDINANCE NO. 1294**      **AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND FINANCING OF CERTAIN PERSONAL PROPERTY FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS**

Discussion and approval of Drainage Proposal from Veenstra & Kimm

Discuss and approve the Steger American Legion's request for donations for Poppies at the four corners of Chicago Road and Steger Road on May 26 through May 29.

K. ADJOURNMENT

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

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

The Board of Trustees convened in regular session at 7:00 P.M. on this 3<sup>rd</sup> day of April, 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, Joyce and Perchinski. Mayor Peterson was present. Trustee Perchinski made a motion to invite Trustee Trotier to participate via ZOOM. Trustee Lopez seconded the motion. Roll was called. The following Trustees voted aye; Thurmond, Lopez, Stewart, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried. Trustee Trotier joined the meeting via ZOOM.

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**

None

**MINUTES**

Trustee Perchinski made a motion to approve the minutes of the March 20th meeting as all members have copies. Trustee Lopez seconded the motion. Voice vote; all ayes. Motion carried.

**AUDIENCE PARTICIPATION**

Mark Gerrity of 314 Royal Oak Drive approached the board to make sure they knew of a new junk yard across from the old Clark Gas station at Sauk Trail and Cottage Grove. It says scrap metal and I am concerned for our wells. Dave Toepper stated that he is aware and is working with the EPA regarding the location. Mayor Peterson said he would also follow up with Dave Toepper on the situation.

Connie Lundin of 22735 Cottage Grove asked if there has been any progress on repairs on the work out room at the Community Center. Mayor Peterson said it should not take much longer, he will work with Village Administrator Seehausen and Dave Toepper to try and get a timeline.

Jason Stevenson who works for the Will County Forest Preserve gave a short presentation on recreational activities as well as educational programs that are offered at



several Will County Forest Preserve sites. Close to Steger there is Plum Creek Nature Center which is at Goodnow Grove in Beecher, Monee Reservoir in Monee and Racoon Grove. Both are within 15 minutes of Steger and offer many opportunities to the residents of Steger. The nature center does programs that our local schools take part in, Monee Reservoir offers fishing (and fishing lessons), hiking, kayaking and musical entertainment on scheduled days. One of the big programs is a bicycle recycling program that happens in the Spring and again in the Fall. Mr. Stevenson left literature with Mayor Peterson that will be made available at Village Hall and at the Community Center. You can also visit [reconnectwithnature.org](http://reconnectwithnature.org) for more information on Will County Forest Preserve locations. Trustee Trotier suggested that we include bicycles with the Village Recycle Program that is planned for June. Those bikes could go to the Will County Forest Preserve Bicycle Recycle program in the fall.

## **REPORTS**

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

**Director of Public Infrastructure Dave Toepper** We met with ComEd a week ago Friday out at the water tower and they believe they have a solution to the problem. They need to confirm a few things on their end. We expect to hear back from them any day, but if they can confirm what they thought was true, we can move forward. In regards to the roads, Davis Concrete is due to start next week. We have been out marking curbs to get them started.

**Fire Chief Michael Long** For the month of March we had 165 calls for service: 143 were medical and 22 fire. I also want to thank everyone for coming out and for the support for our Easter Egg Hunt last weekend. Weather wasn't the best, but we were able to move everything inside. Seems like the kids had a good time.

**Police Chief Greg Smith** The weekly blotter and monthly status went out today.

**Community Center Director Diana Rossi** We have had about 750 people through the Community Center the past two weeks. We are all ready for everyone to come out and vote. Voting hours are 6 am to 7 pm on Tuesday April 4<sup>th</sup>.

**EMA Chief Tom Johnston** This weekend storms we had three trees that came down and disrupted traffic. Thank you to Dave and Roy for getting out quick to clear the areas affected. There was one car damaged by a falling tree, but that is the only damage I am aware of. There were some power outages. Yesterday I assisted the Boy Scout Troop with picking up garbage along Chicago Road. They did a really good job. The next chance for severe storms is tomorrow, but it doesn't look like the storms will stay close enough to us to stay severe.

**Village Attorney** No report.



**Treasurer** No report.

**MAYORS REPORT** I want to say that everyone did a good job with the storm. I know I was in touch with Tom Johnson and we knew it looked like it was going to stay north of us. It really avoided Steger and thank you Tom for keeping me posted.

**VILLAGE CLERK** No report.

### **TRUSTEES REPORTS**

**Trustee Joyce** Just some information: The Housing Authority of Cook County put out Forest Preserve Summer Job programs opening up for 14- to 19-year-olds. Information can be found on their website. The Illinois Department of Natural Resources is offering a bike path program. It is a 50/50 program and May 15<sup>th</sup> is the deadline to apply. Next week the University of Wisconsin is offering two classes on Maintaining Asphalt Pavement. They have experts there that will go over understanding materials, but also how to maintain what we have to preserve life of our roads. The second class is Improving Public Works Construction Inspections for doing onsite inspections.

**Trustee Trotier** I have reached out to a few businesses in regards to Earth Day on April 22<sup>nd</sup> including Austin Community Tavern, The American Legion, County Line Animal Hospital, Christine Marie's Sweet Vine and they have confirmed they will be with us that day. They have committed to help us and to beautify the area in front of their businesses. I will continue to reach out to other businesses. We look forward to more volunteers. Tom Johnson stated that the Boy Scouts will be there also. Thank you, Jason Stevenson, for sharing your information with us. The Steger Wrestling event was great to bring community together. I know Dave Mendez is doing a fantastic job. When I spoke to him briefly, he spoke about Girls Wrestling and a few other things so I applaud him and his family. Thank you also to all the volunteers who helped make the event a success.

**Trustee Lopez** Just a few reminders: Yard waste pickup will begin this Wednesday April 5<sup>th</sup> and continue weekly until November 30<sup>th</sup>. Street sweeping, the first one will be the week of April 22<sup>nd</sup> on Monday and Tuesday. Monday will be the north side of town and Tuesday will be the south side of town. Any further cleaning will be done Thursday and Friday. Also, Dave Toepper, can we adjust the timers on the lights at Harold Hecht Park? Lights are coming on much earlier than needed.

**Trustee Thurmond** I want to thank the Police Chief and his continued efforts to communicate with Board members and Administration. He does a wonderful job returning calls and emails. One other remark about the police spread sheet, is there any way to change the color of the box at the top? It is very hard to read as it is. Chief Smith said he would look into it. Thank you for those reports. Second, I am going to pass out a proposal that I would like the board to look at. With the support of the board, I would like to have this proposal placed on the April 17<sup>th</sup> agenda for consideration. The owner of the



company would like to come to the meeting and give a presentation and I would like the board to entertain that idea. Mayor Peterson stated that proposals like this have to go through staff. First of all, we have someone who handles our website and it is an appointed position. Village Administrator Seehausen I believe has a copy of this proposal. She is working on it and I think we need to go through staff to make sure that it goes through all of our IT support. Everything needs to integrate together. We need to let it go through staff before it comes to this board. Next, residents have had some concerns with the TTS Granite construction stuff that is going on. Can we find out what the progress is and expectation of completion? It has been going on for a long time. Also, while Iroquois is coming in for road repair, can you please have them go back and look at the project that they completed in the alley at Austin, after a year and half and the trucks have already started pushing that asphalt up, check and see if there might be a warranty issue. Mayor, I have couple questions about the Senior Luncheon. Was that a political event or a community event? Mayor Peterson stated that was my event. My wife rented the hall. Trustee Thurmond said so it's a private event? Mayor Peterson stated that it is a private event, I do invite any Seniors in Steger. Trustee Thurmond repeated, so it's a private event. Mayor Peterson said I guess it's private, but we open it to the public. Trustee Thurmond: If it was open to the public, why was half of the board excluded from it? Mayor Peterson: No one was turned away. Trustee Thurmond: half the board did not know it was going on. Mayor Peterson: It was by invite, Trustee Thurmond: so, it was a private event. Mayor Peterson: I invited the residents, but what does it matter, what are you trying to get at? Trustee Thurmond: I think it would have been appropriate to invite the entire board. Mayor Peterson: but I don't want to make it a political event. Trustee Thurmond: but it kind of was. Mayor Peterson: I invite the people, you know Steve, if it was political, Cindy Trotier called, I welcomed her. I don't want to put Cindy on the spot, she ran against me and opposed me. Trustee Thurmond: to my knowledge she didn't find out until the Friday before in passing. Mayor Peterson: she didn't say when she found out, but she did call and talked to me, I welcomed her, she was there. So, if it truly was political, I honestly would have you talk to Cindy, I don't think it is appropriate for this forum, but you can certainly talk to her offline and ask her if it was political, if we did something inappropriate. Trustee Thurmond: Well, the acknowledging of volunteers for the event was on the official website. Mayor Peterson: I did notice that and I took it down and it is no longer on the website. I did not post it. Trustee Thurmond: It's not on there now, but it was on long enough for people to see it. Mayor Peterson: when I noticed it, I took it down right away. Trustee Thurmond: OK, thank you.

I have a couple questions about the newsletter: I want you and everyone here to know that I have advocated for bringing back the newsletter so that the community can get communication with events and what is going on in the community. It is a great publication; it reaches people that would not necessarily look on social media. But, with that, is there a reason why the publication process wasn't run through the board? Mayor Peterson: we don't run the publication process through the board, we never have. Trustee Thurmond: Ok, I don't recall seeing it on the budget report. Is that in the



Administration's budget? Mayor Peterson: it is part of the budget, I confirmed with our Village Administrator to make sure we are covered, so I can talk to her and find out what line item it is in. Trustee Thurmond: and again, with all due respect I appreciate the newsletter coming and getting in the hands of the residents for communication purposes, but it would have been nice for the board to know that the project was going. Mayor Peterson: this is our second newsletter Steve, we are committed because we told the public we are going to bring back the newsletter and give information to our residents, so we do that. Trustee Thurmond: it was not conveyed to the board. Mayor Peterson: because it is not a board decision. Trustee Thurmond: It's not a board decision? Mayor Peterson confirmed that. Trustee Perchinski questioned Trustee Thurmond: Are you saying you want to stop the newsletter Steve? Trustee Thurmond: I am not saying that, I would like the board to have some input in the newsletter. Trustee Perchinski stated he thought it was the staff's responsibility. Trustee Stewart added: It's the Mayor's newsletter, so the mayor is the one that's directing the citizens in his newsletter. In past years, none of the Trustees had columns they were writing as journalists. Trustee Thurmond: there are other communities that do. Trustee Stewart: we are talking about this community. We are talking about what has been in the past and what is happening here today. Trustee Thurmond: I understand, but no one collectively got together and offered ideas. It was one sided. Mayor Peterson: I don't know how the newsletter is one sided. We state what is upcoming, we told people about the Easter Egg Hunt, the Wrestling event at the Community Center, we talked about Earth Day. We updated people with the K-Mart building because it is going back up for auction. We talked about current events that are happening in our community to try and inform our residents. Especially information like K-Mart, they won't know unless we get it out there. Trustee Thurmond: and I do applaud that, can we also get it in the hands of the residents sooner than the events we are promoting? Mayor Peterson: we try to get it out in a timely manner for whatever events we have, but that is the one reason why we can't sit down and have this group setting to talk about the newsletter because you have to react quickly in order to get the information out there. By the time I go through and talk to every one of you, if there is something in particular, like Earth Day, I went to Cindy and I asked her questions about it, we communicated so I had the right information that went into the newsletter. If we went through each person and waited for every single person to give input, that information is going to be stale by the time we put the newsletter together and then get it out. We don't have a professional staff member who is just doing the newsletter. Trustee Thurmond: OK

Moving on, back in February I identified some safety concerns at Well House No. 3, Dave, would you please put a chain and lock on that gate? Thank you.

Also, moving on, I want to address Trustee Joyce's letter that he received, I just wanted to say that if there is no additional findings that implicate Trustee Joyce in any wrong doing, I would like the board to motion for a full retraction of the letter and give him a public apology. I am kind of disappointed that the matter did not come to the board before valuable resources were used. Mayor Peterson: our investigation shows that the account was charged and shouldn't have been in year one. We also know that Trustee Joyce was asked to reimburse the bill and it was not reimbursed. It was over a year. We



also know that Trustee Joyce went back and the account got charged a second time a year later. Trustee Joyce made the correction that it was three years later. But it was charged again. We also know that Trustee Joyce went to a part time employee and asked that employee to pull the bill. Trustee Joyce corrected and said I didn't ask him to pull the bill, I said if one comes, please pull it so it doesn't get processed because I was told he processes the bills when they come in. Mayor Peterson: Right, and it should have gone to the Village Administrator because he is part time and he is not always here, so it doesn't guarantee that that is going to happen. Second of all, he is not the only one and we have a full-time member who actually does do the bills all the time. You could talk to me or Administrator Seehausen and we would make sure that no matter how the bill came to the Village, that it was handled appropriately and we would move it off to the side because that bill still has the Village of Steger name on it. So, when that employee went to Administrator Seehausen and talked to her about it, she felt she needed to talk to the lawyer because the account was charged twice and the employee, who doesn't have the authorization, was asked to pull the bill. That employee does not have the power to do that. Trustee Joyce: all he had to say is I can't do that. Mayor Peterson: he doesn't know. He didn't even know; he had never gotten that request before. He wasn't trained for someone coming up and saying pull the bill. That is why he went to Village Administrator Seehausen. It was turned over to the attorney because you guys are all worried about the next Dixmoor. I haven't heard enough about the fraud, things going wrong, so we went to the attorney to make sure we handled it the right way. I refuse, as I sit in this seat, not to handle things the right way. Trustee Joyce: has the Steger Chamber of Commerce taken care of their bill with the Village? Mayor Peterson: yes the Chamber did: so, they did: Trustee Joyce: I am just asking because I don't know. Mayor Peterson: I was basing my knowledge on the conversation you (Trustee Joyce) and I had. Trustee Joyce: I assumed once they got the invoice they would, but I did not know if they actually had. Mayor Peterson: I also know that Trustee Joyce said that the Chamber needed a copy of the invoice to pay it, but he had a copy because the attorney sent it to him. Trustee Joyce: No, that was the whole problem with the letter. The letter I received here did not have the invoices on it. I actually went to Helsel-Jepperson to ask them for a copy, because when I asked, there wasn't one here. That is how I found out the first one was paid and the second one wasn't, because I asked. And, just for clarification, I know that the Chamber has an account with Helsel-Jepperson, because they have purchased other things that were not billed to the Village. But, when I went the second time, the reason I talked to Mr. Scott was because I remembered the incident before when I went to pick it up for them, I wanted to make sure they didn't do the same thing again. This was long before any letters or anything else because I wanted to make sure they did it the right way. Now, when the bill came in, all Village Administrator Seehausen or somebody, when the bill came in, had to do was say hey, we got the other bill. I would have went up and complained to them (Helsel-Jepperson) right then and there. Not wait three months to tell me. Mayor Peterson: if a vendor is messing up, it's not your responsibility to make it right. It's our responsibility, so, Village Administrator Seehausen needed to call the vendor and if the vendor is wrong, then she needs to talk to the vendor to make sure that it gets corrected. Village Administrator Seehausen needs to be



the face of the Village when it comes to our vendors. So, if they did make a mistake, she can go ahead and correct it. It seemed inappropriate at best because the account got charged and the bill was asked to be pulled. That's a red flag. I am not trying to accuse you of anything Bill, but it is enough for me to be concerned to say I am not going to make this political, I am moving back from it and letting a professional handle it. We didn't bring it up. The letter was sent to you, we didn't bring it up, we didn't make it political, we just kept it between us to try and work it out and give you the benefit of the doubt that it was a mistake. We never mentioned it. You never heard the Village, you never saw it in any political literature, you never heard it come out of my mouth. None of the other members knew because we thought we could just take care of it. Trustee Stewart raised a question: so, when you go into the supply house, because I go into them all the time. You pay for something, they give you a copy, on that copy it should say who's account it is charged to. Trustee Joyce: it was written down on the piece of paper that said Steger Area Chamber of Commerce on it. Trustee Stewart: immediately when you walked out you noticed it? Trustee Joyce: that's what was written on the piece of paper. They turned it in to the office. I wasn't there when they did that, it was the front counter staff. Trustee Stewart: you went in and picked up the merchandise. Trustee Joyce: yes Trustee Stewart: and they gave you a copy? Trustee Joyce: no they did not. Trustee Stewart: so, they didn't give you a copy. Trustee Joyce: no sir. Trustee Stewart: either time? Trustee Joyce: no sir. Trustee Stewart: so they just wrote it down, it was on the weekend, Trustee Joyce: They wrote it down and they were supposed to give it to Joe (Helsel) who was going to give it to the Chamber. Trustee Stewart: got it. Trustee Joyce: because the first one I didn't order, I just went and picked it up. Trustee Thurmond: mind you this is for a festival event; it could have been just as easy to donate it. Mayor Peterson: the Village? The Taxpayer dollars? You know there is a process to donating. I understand that he was doing something for the benefit of the Chamber for a community event that is wonderful for the Village. But that doesn't mean that you can have unauthorized charges to the Village. Or, that you don't follow procedures. Trustee Perchinski: and as a Trustee you have to hold yourself to a higher standard. I understand that you did donate your time which is great, it is a beautiful event, but at the same time to say that you don't need a license to do that work, what if somebody gets hurt? Trustee Joyce: I never said I didn't need a license; you don't need a license for volunteer work. Trustee Perchinski: you said you didn't need it because you didn't get paid. As a trustee I think you should hold yourself to a higher standard. Mayor Peterson: The license is not whether you get paid or not, it's the type work you do. It's irrelevant, you can do everything for free, but it's the type of work that you do. Trustee Joyce: you are absolutely correct; I do need to pull a license when I do work in Steger. Trustee Perchinski: and thanks for doing it. I want to see it done and I want it to be nice. Mayor Peterson: I am for it too and I appreciate the work you did. When things happen, so Steve, I don't think it is warranted because we didn't make it public. Trustee Perchinski: we're not the one that made a political issue about it. Village Clerk Zagone questioned: Maybe Helsel-Jepperson might have donated it for all the other stuff the Village buys from them, but that's another story. Mayor Peterson: that is up to them. Trustee Thurmond: I don't recall anyone making it political. Mayor Peterson: we did not disclose



it. Trustee Perchinski: did you bring it up? Trustee Thurmond: No, I didn't. Trustee Perchinski: Trustee Joyce brought it up. Mayor Peterson: it was in a newspaper article. Trustee Perchinski: Made him sound like a victim. Trustee Joyce: I am not a victim. I never said I was. Trustee Perchinski: that's the way you portrayed it in the newspaper. Mayor Peterson: anything else Steve? Trustee Thurmond: yes  
On the positive side, sorry for all the, I want to reiterate the thanking of the Boy Scouts Troop 100 for their recent clean-up event. Its always great to see the youth involved in our community. Finally, tomorrow is election. The weathers projected to be nasty, please be careful and I wish all the candidates the best of luck.

**Trustee Perchinski** I've been contacted by Muse Community Design. They've got some focus groups and they are looking for people to join these. There is a youth focus group that is looking for places to put electronic vehicle chargers. They are also looking for a commercial property owners' group, they are looking for a ride share drivers' group and a multi-unit building focus group. These are paid. There is a \$100 stipend for this if anyone is interested. The youth one is set for high school age kids. I think it would be nice to put this on the website. We might even have some opportunities like the K-Mart parking lot (for vehicle charger stations). Cook County is putting these in for free.

**Trustee Stewart** Once again, I would like to thank Dave Mendez for his hard work with his crew this past weekend. It was a success Saturday night, the Wrestling Program. The volley ball program is still continuing through the second week of May due to setbacks with the holidays and school schedules. Softball is underway and we will start seeing the kids on the fields practicing relatively soon. And once again, thanks Diane Rossi for having the Community Center clean and ready for the event this past weekend.

## **BILLS**

Trustee Joyce 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, Joyce and Perchinski. Mayor Peterson voted aye. Motion carried.

## **CORRESPONDENCE**

None

## **UNFINISHED BUSINESS**

None

## **NEW BUSINESS:**



Minutes April 3, 2023 page 9

Trustee Joyce made a motion to adopt ORDINANCE NO. 1292: AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND FINANCING OF CERTAIN PERSONAL PROPERTY FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS. Trustee Stewart seconded the motion.

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

Being no further business:

Trustee Perchinski made a motion to adjourn the meeting.

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

Meeting adjourned at 7:45 pm.

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Kenneth A. Peterson, Jr., Village President

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Joseph M. Zagone, Jr., Village Clerk

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
GUARANTEED TECHNICAL SERV & CONSULT INC	2023-122	01-00-32901			MAINT-COMPUTERS S	315.00	
COMED	0773134133 3312	01-00-33100			ELECTRICITY	21.35	
NICOR GAS	52838 3312	01-00-33200			HEAT	92.91	
HERITAGE F/S, INC.	35012970	01-00-33300			GAS	100.84	
READY REFRESH	03C6702706135	01-00-33500			WATER	81.90	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	901889-0	01-00-33500			OFFICE SUPPLIES	100.22	
RUNCO OFFICE SUPPLIES AND EQUIP CO.	901889-1	01-00-33500			OFFICE SUPPLIES	19.99	
ABSOLUTE BEST CLEANING SERVICES, INC.	13964	01-00-33502			CLEANING SERVICE	639.00	
QUADIENT FINANCE USA, INC.	79000440	01-00-33600			POSTAGE	500.00	
COMCAST BUSINESS	170161880	01-00-33700			PHONE	472.94	
COMCAST BUSINESS	170161877	01-00-33701			CABLE/INTERNET	310.06	
PACE SUBURBAN BUS / V A N P O O L	618501	01-00-33902			SENIOR BUS LEASE	100.00	
DEL GALDO LAW GROUP LLC	30927	01-00-34100			LEGAL SERVICES	3678.45	
WORKING WELL	00403883-00	01-00-34200			DOT PHYSICAL	120.00	
GW & ASSOCIATES, PC	2211405	01-00-34500			CONSULTING	3750.00	
GW & ASSOCIATES, PC	2303157	01-00-34500			CONSULTING	3750.00	
GW & ASSOCIATES, PC	2304180	01-00-34500			CONSULTING SVCS	3750.00	
LOCIS	44728	01-00-38901			DUES, SUBSCRIPTIO	650.00	
BMI	47422895	01-00-39701			EVENTS EXPENSES	30.00	
TOTAL FOR FUND 01		DEPT. 00				18482.66	
DACRA ADJUDICATION SYSTEM	MS 2023-02-1573	01-07-34902			ADMIN BLDG CODE	307.50	
DACRA ADJUDICATION SYSTEM	MS 2023-02-1574	01-07-34902			ADMIN BLDG CODE	831.25	
TOTAL FOR FUND 01		DEPT. 07				1138.75	
ANDY FRAIN SERVICES INC	336817	01-19-30900			CROSSING GUARD SA	3098.44	
TOTAL FOR FUND 01		DEPT. 19				3098.44	
HERITAGE F/S, INC.	35012970	01-20-33300			GAS	70.51	
ACE HARDWARE IN STEGER	153850	01-20-33501			SUPPLIES	44.80	
MENARDS - MATTESON	82792	01-20-33501			SUPPLIES	267.21	
COMCAST BUSINESS	170161877	01-20-33701			CABLE/INTERNET	367.08	
AIRGAS USA LLC	9995802302	01-20-33702			AMBULANCE SUPPLIE	196.66	
CANON FINANCIAL SERVICES, INC	30278179	01-20-33901			RENTAL EQUIPMENT	733.74	
OSBY WATER CONDITIONING	STEGER FIRE #1	01-20-33901			RENTAL EQUIPMENT	148.00	
PARAMEDIC BILLING SERVICES INC	Q1 AND Q2 2022	01-20-34253			GEMT PAYMENTS	489.31	



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

PARAMEDIC BILLING SERVICES INC	Q3 AND Q4 2021	01-20-34253		GEMT PAYMENTS	392.24
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TOTAL FOR FUND 01		DEPT. 20			2709.55
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EMERGENCY POWER SOLUTIONS, INC.	60853	01-40-31100		MAINT-BUILDING	965.39
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SECURITAS TECHNOLOGY CORPORATION	6003275224	01-40-31100		MAINTENANCE CHARG	129.78
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GAS N WASH	3578	01-40-31805		CARWASH	80.00
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JAMES HERR & SONS	120976	01-40-31805		MAINT-VEHICLES	132.26
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SCOTT'S-U-SAVE	505141	01-40-31805		VEHICLE MAINT	35.08
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SUTTON FORD INC	5796.1123	01-40-31805		VEHICLE MAINT	195.29
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GUARANTEED TECHNICAL SERV & CONSULT INC	2023-122	01-40-32901		MAINT/SOFTWARE UP	90.00
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HERITAGE F/S, INC.	35012970	01-40-33300		GAS	729.09
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RUNCO OFFICE SUPPLIES AND EQUIP CO.	901429-0	01-40-33500		OFFICE SUPPLIES	198.99
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ABSOLUTE BEST CLEANING SERVICES, INC.	13964	01-40-33502		CLEANING SERVICE	1278.40
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TECHNOLOGY MANAGEMENT REV FUND	T2321592	01-40-33700		TELEPHONE/AIRCARD	5.00
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COMCAST BUSINESS	170161877	01-40-33701		CABLE/INTERNET	1845.07
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COMCAST	8771 40 1060 29	01-40-33701		CABLE/INTERNET	52.70
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MOTOROLA SOLUTIONS-STARCOM13108 COLLECTI	7333920230301	01-40-33702		RADIO SERVICE	1318.00
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FLOCK SAFETY	INV-12906	01-40-33801		VIDEO CAMERA SUPP	7000.00
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CANON FINANCIAL SERVICES, INC	30278179	01-40-33901		RENTAL EQUIPMENT	733.74
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RICH CONSTRUCTION EMERGENCY BOARDUP INC	3637	01-40-34102		BOARD UP	774.33
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WORKING WELL	00403883-00	01-40-34200		RTW PHYSICAL	122.00
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THE EAGLE UNIFORM COMPANY INC	INV-13985	01-40-37302		NEW UNIFORMS	253.75
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THE EAGLE UNIFORM COMPANY INC	INV-14015	01-40-37302		NEW-UNIFORMS	190.00
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SOUTH SUBURBAN MAJOR CRIMES TASK FORCE	SSMCTF	01-40-38700		TRAINING	100.00
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HILLMAN, GEORGE	3-30-23	01-40-38840		TRAVEL/MEALS REIM	1181.40
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LEXISNEXIS RISK SOLUTIONS	1213944-2023033	01-40-38901		DUES, SUBSCRIPTIO	50.00
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SHI INTERNATIONAL CORP	498470111	01-40-38901		DUES	712.60
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TOTAL FOR FUND 01		DEPT. 40			18172.87
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TOTAL FOR FUND 01				43602.27	
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UNIFIRST CORPORATION	1200502761	03-30-32900		MAINT-MATS	39.54
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UNIFIRST CORPORATION	1200507182	03-30-32900		MAINT-MATS	52.16
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UNIFIRST CORPORATION	1200520150	03-30-32900		MAINT-MATS	50.18
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UNIFIRST CORPORATION	1201006752	03-30-32900		MAINT-MATS	60.27
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COMED	19001 4-3-23	03-30-33100		ELECTRICITY	46.84
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ICON PRINTING	17275	03-30-33400		SUPPLIES	377.80
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PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	AMOUNT
				DESCRIPTION	DIST

SOUTH HOLLAND PAPER CO.					
572035		03-30-33500		OFFICE SUPPLIES	243.17
ABSOLUTE BEST CLEANING SERVICES, INC.					
13964		03-30-33502		CLEANING SERVICE	1917.60
RZAB, MARIE					
MARCH 2023		03-30-33504.01		INSTRUCTOR AEROBI	300.00
COMCAST BUSINESS					
170161877		03-30-33701		CABLE/INTERNET	232.65
SMITHEREEN COMPANY					
3002482		03-30-33703		MAINTENANCE CONTR	68.00
SUBURBAN LANDSCAPING					
115677		03-30-33703		LAWN MAINTENANCE	515.00
ADT COMMERCIAL LLC					
4/21-5/20		03-30-33704		SECURITY SYSTEM	61.83
SERVPRO OF KANKAKEE COUNTY					
5210854		03-30-33900		OTHR SUPPLIES	7060.82
TOTAL FOR FUND 03		DEPT. 30			11025.86

ACE HARDWARE IN STEGER					
154078		03-31-32900		MAINT-MISC	38.66
COMED					
0773766000 3420		03-31-33100		ELECTRICITY	227.14
COMED					
1107429006 3545		03-31-33100		ELECTRICITY	143.62
COMED					
82008 4-3-23		03-31-33100		ELECTRICITY	81.06
SECURITAS TECHNOLOGY CORPORATION					
6003270286		03-31-33704		SECURITY SYSTEM	171.39
SECURITAS TECHNOLOGY CORPORATION					
6003275700		03-31-33704		SECURITY SYSTEM	3.81
TOTAL FOR FUND 03		DEPT. 31			665.68

TOTAL FOR FUND 03 11691.54

THORN CREEK BASIN SANITARY DISTRICT					
3/1-3/31		06-00-15800		A/P THORN CREEK S	32272.95
Brites Transportation LTD					
81548		06-00-31204		PATCHING	1920.63
CORE & MAIN					
S470157		06-00-31504		MAINT-MAINS	1012.69
CORE & MAIN					
S551697		06-00-31504		MAINT-MAINS	498.40
M&J UNDERGROUND, INC					
M23-0059		06-00-31504.01		MAINS MAINT	7365.00
M&J UNDERGROUND, INC					
M23-0060		06-00-31504.01		MAINS MAINT	10667.50
M&J UNDERGROUND, INC					
M23-0061		06-00-31504.01		MAINS MAINT	3600.00
M&J UNDERGROUND, INC					
M23-0062		06-00-31504.01		MAINS MAINT	3040.00
M&J UNDERGROUND, INC					
M23-0063		06-00-31504.01		MAINS MAINT	1200.00
M&J UNDERGROUND, INC					
M23-0064		06-00-31504.01		MAINS MAINT	6520.00
M&J UNDERGROUND, INC					
M23-0065		06-00-31504.01		MAINS MAINT	4952.50
M&J UNDERGROUND, INC					
M23-0066		06-00-31504.01		MAINS MAINT	3370.00
M&J UNDERGROUND, INC					
M23-0067		06-00-31504.01		MAINS MAINT	4192.50
M&J UNDERGROUND, INC					
M23-0068		06-00-31504.01		MAINS MAINT	1125.00
M&J UNDERGROUND, INC					
M23-0069		06-00-31504.01		MAINS MAINT	3730.00
M&J UNDERGROUND, INC					
M23-0070		06-00-31504.01		MAINS MAINT	3140.00
M&J UNDERGROUND, INC					
M23-0071		06-00-31504.01		MAINS MAINT	1625.00



A / P W A R R A N T L I S T [NW2]  
REGISTER # 105

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DIST
M&J UNDERGROUND, INC	M23-0072	06-00-31504.01			MAINS MAINT	3842.50	
M&J UNDERGROUND, INC	M23-0073	06-00-31504.01			MAINS MAINT	7615.00	
M&J UNDERGROUND, INC	M23-0074	06-00-31504.01			MAINS MAINT	3760.00	
M&J UNDERGROUND, INC	M23-0075	06-00-31504.01			MAINS MAINT	4320.00	
M&J UNDERGROUND, INC	M23-0076	06-00-31504.01			MAINS MAINT	2845.00	
M&J UNDERGROUND, INC	M23-0077	06-00-31504.01			MAINS MAINT	5372.50	
M&J UNDERGROUND, INC	M23-0078	06-00-31504.01			MAINS MAINT	16370.00	
M&J UNDERGROUND, INC	M23-0079	06-00-31504.01			MAINS MAINT	900.00	
STONY TIRE INCORPORATED	1-184148	06-00-31805			VEHICLE MAINT	151.79	
UNIFIRST CORPORATION	1201006914	06-00-32900			LAUNDRY	36.98	
UNIFIRST CORPORATION	1201006915	06-00-32900			UNIFORMS	74.62	
COMED	0693580004 44 E	06-00-33100			ELECTRICITY	32.90	
NICOR GAS	1002-31ST	06-00-33200			HEAT	100.13	
1ST AYD CORPORATION	PSI603206	06-00-33501			SHOP SUPPLIES	102.61	
ACE HARDWARE IN STEGER	153869	06-00-33501			SUPPLIES	25.18	
ACE HARDWARE IN STEGER	153904	06-00-33501			SHOP SUPPLIES	35.22	
ACE HARDWARE IN STEGER	153905	06-00-33501			SUPPLIES	23.36	
ACE HARDWARE IN STEGER	153924	06-00-33501			SUPPLIES	5.39	
COMCAST BUSINESS	170161877	06-00-33701			CABLE/INTERNET	367.08	
UNIFIRST CORPORATION	1201005846	06-00-33800			UNIFORM SERVICE	.10	
UNIFIRST CORPORATION	1201005847	06-00-33800			UNIFORM SERVICE	74.63	
GW & ASSOCIATES, PC	2211405	06-00-34400			CONSULTING	3750.00	
GW & ASSOCIATES, PC	2303157	06-00-34400			CONSULTING	3750.00	
GW & ASSOCIATES, PC	2304180	06-00-34400			CONSULTING SVCS	3750.00	
SUBURBAN LABORATORIES INC	212733	06-00-34800			WATER TESTING FEE	309.91	
WATER RESOURCES INC	36345	06-00-37507			NEW METERS	1656.20	
TOTAL FOR FUND 06		DEPT. 00				149503.27	
TOTAL FOR FUND 06						149503.27	
STONY TIRE INCORPORATED	1-184148	07-00-31805			VEHICLE MAINT	151.80	
UNIFIRST CORPORATION	1201006914	07-00-32900			LAUNDRY	36.98	
UNIFIRST CORPORATION	1201006915	07-00-32900			UNIFORMS	74.63	
1ST AYD CORPORATION	PSI603206	07-00-33501			SHOP SUPPLIES	102.60	
ACE HARDWARE IN STEGER	153922	07-00-33501			SUPPLIES	11.69	
ACE HARDWARE IN STEGER	154055	07-00-33501			SHOP SUPPLIES	121.36	
KEITH'S POWER EQUIPMENT INC	125108	07-00-33501			SHOP SUPPLIES	82.71	

PAYABLE TO	INV NO	G/L NUMBER	CHECK DATE	CHECK NO DESCRIPTION	AMOUNT DIST
COMCAST	72327 4-1-23	07-00-33700		TELEPHONE	58.17
COMCAST	72327 4-1-23	07-00-33701		CABLE/INTER	103.52
UNIFIRST CORPORATION	1201005847	07-00-33800		UNIFORM SERVICE	74.62
TOTAL FOR FUND 07		DEPT. 00			818.08
TOTAL FOR FUND 07					818.08
COMED	0773124002ESCR	08-00-33102		TRAFFIC LIGHT	138.94
COMED	22049 4-3-23	08-00-33102		ELECTRICITY	363.94
COMED	73007 4-3-23	08-00-33102		ELECTRICITY	144.61
COMED	80004 4-3-23	08-00-33102		ELECTRICITY	48.89
TOTAL FOR FUND 08		DEPT. 00			696.38
TOTAL FOR FUND 08					696.38
LAURA LABAJ	INTERNET INVOIC	13-50-37305		NEW -UNIFORMS	274.64
LAURA LABAJ	INTERNET INVOIC	13-50-37307		NEW-REC EQUIPMENT	98.95
LAURA LABAJ	INTERNET INVOIC	13-50-38102		TROPHIES	88.43
TOTAL FOR FUND 13		DEPT. 50			462.02
TOTAL FOR FUND 13					462.02
NAPA AUTO PARTS	1990-706575	16-00-31805		VEHICLE MAINT	175.43
NAPA AUTO PARTS	1990-706802	16-00-31805		VEHICLE MAINT	140.09
NAPA AUTO PARTS	1990-712776	16-00-31805		VEHICLE MAINT	24.07
NAPA AUTO PARTS	1990-713286	16-00-31805		VEHICLE MAINT	268.28
NAPA AUTO PARTS	1990-720678	16-00-31805		VEHICLE MAINT	149.99
NAPA AUTO PARTS	1990-720906	16-00-31805		VEHICLE MAINT	149.99-
NAPA AUTO PARTS	1990-730970	16-00-31805		VEHICLE MAINT	76.92
NAPA AUTO PARTS	1990-730971	16-00-31805		VEHICLE MAINT	277.85
NAPA AUTO PARTS	1990-731101	16-00-31805		VEHICLE MAINT	13.99
NAPA AUTO PARTS	1990-731101	16-00-31805		VEHICLE MAINT	23.98
NAPA AUTO PARTS	1990-731101	16-00-31805		VEHICLE MAINT	15.19-
NAPA AUTO PARTS	1990-731101	16-00-31805		VEHICLE MAINT	20.98-
NAPA AUTO PARTS	1990-754441	16-00-31805		VEHICLE MAINT	29.44
NAPA AUTO PARTS	1990-767203	16-00-31805		VEHICLE MAINT	188.09
NAPA AUTO PARTS	1990-913202	16-00-31805		VEHICLE MAINT	27.43



SYS DATE:04/13/23

Village of Steger

SYS TIME:17:30

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

[NW2]

REGISTER # 105

DATE: 04/13/23

Thursday April 13, 2023

PAGE 6

PAYABLE TO

INV NO

G/L NUMBER

CHECK DATE

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DIST

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COMCAST BUSINESS

170161877

16-00-33701

CABLE/INTERNET

232.65

TOTAL FOR FUND 16

DEPT. 00

1442.05

TOTAL FOR FUND 16

1442.05

\*\* TOTAL CHECKS TO BE ISSUED

208215.61

01 CORPORATE

43602.27

03 PLAYGROUND/RECREATION

11691.54

06 WATER/SEWER FUND

149503.27

07 ROAD & BRIDGE

818.08

08 MOTOR FUEL TAX

696.38

13 BOOSTER CLUB

462.02

16 H.S.E.M.

1442.05

TOTAL FOR REGULAR CHECKS:

208,215.61

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A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

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

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IN THE PORTER SUPERIOR COUR950		04/14/23	16126	
APRIL 14, 2023	01-00-30800	SALARY-CLERICAL		25.00

TOTAL FOR FUND 01	DEPT. 00			25.00
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TOTAL FOR FUND 01				25.00
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\*\* TOTAL MANUAL CHECKS LISTED 25.00

\*\* TOTAL OF ALL LISTED CHECKS 208240.61



**RESOLUTION NO1176**

**STATE OF ILLINOIS** )  
 )  
**COUNTIES OF COOK AND WILL** )  
 )

**A RESOLUTION PROVIDING AN INDUCEMENT TO THE VILLAGE OF STEGER AND CABINET FABRICATIONS INC. IN CONNECTION WITH THE REDEVELOPMENT OF REAL PROPERTY LOCATED AT 3100 UNION AVENUE IN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS**

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

**WHEREAS**, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) are committed to ensuring that areas located within the Village do not become blighted areas, that the stable economic and physical development of the Village is not endangered by blighting factors and that where blighting factors exist, the Village actively works to ameliorate blighting factors on such blighted property; and

**WHEREAS**, blight and blighting factors cause, among other things: (1) progressive and advanced deterioration of structures; (2) the overuse of housing and other facilities; (3) a lack of physical maintenance of existing structures; (4) obsolete and inadequate community facilities; (5) a lack of sound community planning; (6) the existence of adverse environmental conditions; and (7) a combination of the above-mentioned factors; and

**WHEREAS**, blighting factors result in an excessive and disproportionate expenditure of public funds, inadequate public and private investment, unmarketable property, growth in delinquencies and crime, and housing and zoning law violations in such areas; and

**WHEREAS**, if not adequately addressed, the resulting economic decline and distress may: (1) impair the value of private investments; (2) threaten the sound growth and tax base of the Village and the overlapping taxing districts; and (3) threaten the health, safety, morals and welfare of the public; and

**WHEREAS**, the real property located at 3100 Union Avenue, Steger, Illinois, which is within the corporate limits of the Village, and has been assigned the Property Index Number 32-33-308-069-0000, (the “Property”) needs certain renovations and repairs; and

**WHEREAS**, to aid in removing and alleviating the blight and to address the economic decline and distress affecting certain areas of the Village, the Village has determined that a study must be commissioned and conducted to explore the possibility of the Village negotiating and thereafter entering into a Tax Increment Financing (“TIF”) redevelopment agreement (the “Redevelopment Agreement”) with Cabinet Fabrications Inc., or its preapproved designee or nominee, (the “Property Owner”) pursuant to and in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the “Act”), for financial incentives including, but not limited to, tax revenue derived from the TIF district (the “TIF revenue”), to induce the Property Owner to redevelop the Property; and

**WHEREAS**, the Property Owner wishes to expend money with respect to project expenses associated with the redevelopment of the Property, including, but not limited



repairs to the parking lot, fence, landscaping, and other related project expenses, which could be reimbursed if the Village and the Property Owner enter into a Redevelopment Agreement (the “Potential Eligible Redevelopment Costs”); and

**WHEREAS**, before the Village may pay the Potential Eligible Redevelopment Costs, the Village and the Property Owner must enter into a Redevelopment Agreement that requires the Property Owner, among other things, to complete a project that is eligible for reimbursement under the Act (the “Project”); and

**WHEREAS**, the Potential Eligible Redevelopment Costs will be seventy percent (70%) of the tax increment generated from the Project over the life of the TIF, but not to exceed forty thousand dollars and no/100 (\$40,000.00) (the “Maximum Reimbursement Amount”), and the Village must not reimburse the Property Owner for any expenditures in excess of the Maximum Reimbursement Amount; and

**WHEREAS**, the successful completion of the Project is contingent upon economic assistance from the Village and the taxing districts located within the Village and without such assistance, the Property Owner would not undertake the Project; and

**WHEREAS**, the Village acknowledges that if it does not provide the Property Owner with economic assistance, the Property Owner will not undertake and proceed with the Project; and

**WHEREAS**, the Village acknowledges that it will not be able to commence the Project unless the expenditures of the Village are reimbursable under the Act; and

**WHEREAS**, the Village acknowledges that a third-party will not be able to complete the Project without economic assistance from the Village; and

**WHEREAS**, to encourage public and private investment in the Village, the

Corporate Authorities desire to undertake, in good faith, an investigation into the appropriateness of allowing the Village to use TIF revenue in connection with the Project; and

**WHEREAS**, the Village may make certain expenditures necessary to commence the Project on the basis that TIF revenues may be used, entirely or in part, to finance the Project; and

**WHEREAS**, after adoption of this Resolution, the Village agrees to consider providing municipal and/or other governmental economic assistance including, but not limited to, TIF revenues, through the execution of a Redevelopment Agreement, to the extent that such assistance may lawfully and practically be available and in the best interests of the Village; and

**WHEREAS**, notwithstanding the foregoing, this Resolution does not obligate the Village to enter into a Redevelopment Agreement with the Property Owner, but rather it is intended to induce the Property Owner to pursue plans for the Project and provide for the potential reimbursement of the Potential Eligible Redevelopment Costs in the event, and contingent upon, a Redevelopment Agreement is entered into between the Village and the Property Owner;

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

**ARTICLE I.  
IN GENERAL**

**Section 1.0 Findings.**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as



contained in the preambles to this Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings and substantive enactments of the Resolution as applicable.

**Section 2.0 Purpose.**

The purpose of this Resolution is to induce the Village and the Property Owner to proceed with the potential redevelopment of the Property, to incur costs pending the possible approval of a Redevelopment Agreement, and to further authorize the President to take all steps necessary to carry out the terms of this Resolution and ratify any steps taken to effectuate those goals.

**ARTICLE II.  
PROPOSED INDUCEMENTS AND AUTHORIZATION**

**Section 3.0 Proposed Project Inducements.**

The Corporate Authorities will study and consider whether all or a portion of the Project is appropriate for participation in municipal and/or other governmental economic incentive program(s) including, but not limited to, the use of TIF revenues. If the Village determines that the Project is appropriate for such municipal and/or other governmental economic incentive program(s) including, but not limited to, the use of TIF revenues, and such costs are eligible costs under the Act, the Village may make certain TIF eligible expenditures to commence the Project and bargain in good faith with the Property Owner regarding the Project, including reimbursement for the expenditures so authorized, provided that such reimbursements are lawfully permitted and practically available. Accordingly, the Village and other third parties designated by the Village including, but not limited to, the Property Owner are hereby induced to make such reasonable expenditures in furtherance of

the Project, contingent upon a Redevelopment Agreement being entered into between the Village and the Property Owner.

**Section 3.1 Authorization.**

The Village Board hereby authorizes and directs the President and the Village Attorney to take all steps and incur all costs necessary to negotiate and draft agreements and other documents necessary to carry out the intent of this Resolution. After such agreements or documents are in a form satisfactory to the President and the Village Attorney, the agreements or documents shall be presented to the Village Board to consider for approval and passage, as provided by law.

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

**Section 4.0 Headings.**

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

**Section 5.0 Severability.**

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

**Section 6.0 Superseder.**



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

**Section 7.0 Publication.**

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

**Section 8.0 Effective Date.**

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

PASSED this \_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED this \_\_\_ day of \_\_\_\_\_, 2023.

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

Roll Call Vote:

Voting in favor:

Voting against:

Not voting:

ORDINANCE NO. 1293

STATE OF ILLINOIS                    )  
  )  
COUNTIES OF COOK AND WILL    )

**AN ORDINANCE AUTHORIZING THE VILLAGE OF STEGER TO ENTER INTO A CERTAIN AGREEMENT WITH GD ENTERPRISES, LLC TO REDEVELOP CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.**

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

**WHEREAS**, GD Enterprises, LLC (the “Developer”) is the owner of the real property located at 3145 Chicago Road, Steger, Illinois (the “Subject Property”); and

**WHEREAS**, the Developer intends to redevelop the Subject Property as set forth in the redevelopment agreement (the “Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

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

**WHEREAS**, in accordance with the Plan, the Subject Property is located in the Village’s redevelopment area identified as the Chicago Road TIF District (the “Redevelopment Area”); and

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

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

**WHEREAS**, the Corporate Authorities find that it is necessary for the health, safety, morals and welfare of the public and necessary for conducting Village business and the effective administration of government that the Village execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

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

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

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

**SECTION 2:** The Corporate Authorities hereby find and determine that it is necessary and advisable and otherwise in the best interests of the Village to execute, enter into and approve an agreement with terms substantially the same as the terms of the Agreement.



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

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

**SECTION 5:** The President is hereby authorized and directed to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Corporate Authorities further authorize the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any such documents, as required. Notwithstanding any provision of this Ordinance or the Agreement to the contrary, if any provision in this Ordinance conflicts with any provision in the Agreement, the provision in the Agreement shall control.

**SECTION 6:** All prior actions of the Village's officials, employees and agents with respect to the subject matter of this Ordinance are hereby expressly ratified.

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

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

**SECTION 9:** This Ordinance shall be immediately in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

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**PASSED** this 17<sup>TH</sup> day of April 2023.

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

**APPROVED** this 17<sup>th</sup> day of April 2023.

\_\_\_\_\_  
Kenneth A. Peterson, Jr., Mayor

**ROLL CALL VOTE:**

Voting in favor:

Voting against:

Not voting:

**EXHIBIT A**

**Tax Increment Financing Redevelopment Agreement**

[Attached]



## TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

This Tax Increment Financing Redevelopment Agreement (this “**Agreement**”) dated as of \_\_\_\_\_, 2023 (the “**Effective Date**”) by and between the VILLAGE OF STEGER, an Illinois municipal corporation, (“**Village**”) and GD ENTERPRISES, LLC, an Illinois limited liability company, (“**Developer**”). The Village and Developer shall be known as the “**Parties.**”

### RECITALS

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

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

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

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

E. Developer is the owner, lessee, contract purchaser or the nominee purchaser of an improved property located generally at 3145 Chicago Road, Steger, Illinois, which is legally described in **Exhibit A**, attached hereto and incorporated herein, (the “**Property**”) and is within the boundaries of the Redevelopment Project Area; and

F. In accordance with this Agreement and the Redevelopment Plan, Developer intends to rehabilitate the Property by installing a new flat roof, signs, doors, electrical system and other miscellaneous improvements, all as depicted on **Exhibit B** (the “**Improvements**”) and as more



fully described herein (collectively, the “**Project**”); and

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

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

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

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

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

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

M. The Village intends to incentivize Developer in an amount not to exceed the annual residual Project Incremental Taxes (as defined herein) (the “**Incentive**”). In no event will the Incentive exceed ninety-four thousand three hundred nineteen dollars and no cents (\$94,319.00); and

N. Subject to the terms and conditions of this Agreement, Developer has agreed, in reliance on the Village’s commitments set forth in this Agreement, to develop, construct and

rehabilitate the Project and undertake certain other actions, all in accordance with this Agreement and **Exhibit C** (the “Project Schedule”, as defined below); and

O. The parties hereby agree and acknowledge that Developer holds title to the Property evidenced by **Exhibit D**.

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

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

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

## **ARTICLE 1: RECITALS, DEFINITIONS AND TERM**

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

**Section 1.02. Definitions.** Capitalized words used but not otherwise defined in this Agreement shall have the meanings ascribed to them in **Exhibit E** of this Agreement.

**Section 1.03. Term.** This Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of this Agreement, until the closure or expiration of the applicable TIF District (the “**Term**”).

## **ARTICLE 2: REPRESENTATIONS AND WARRANTIES**

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

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

B. No Defaults or Violation of Law. The execution and delivery of this



Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To the best of the Village's knowledge, the TIF Ordinances, the Redevelopment Plan and the Redevelopment Project Area have been adopted and approved in accordance with the "Laws" (as defined below).

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

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

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

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

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

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



this Agreement.

E. Corporate Consents. Except for the Governmental Approvals (as defined herein), no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Developer of this Agreement.

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

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

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

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

### **ARTICLE 3: DEVELOPMENT OF THE PROJECT**

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



**Section 3.02. Project Schedule.** Absent an event of Force Majeure, Developer shall commence and substantially complete the Project, in accordance with the schedule attached as **Exhibit C** (the “**Project Schedule**”). The Project Schedule may be modified as necessary by Developer with the prior written consent of the Village. The Project Schedule shall minimally contain specific benchmark dates for Developer’s commencement of the work and construction of the Project, and completion of the Project (evidenced by the Village’s issuance of a Certificate of Occupancy as defined in Section 18-233 of the Municipal Code of Steger). An event of Force Majeure shall not be deemed a material modification as contemplated by this Section 3.02.

**Section 3.03. Developer Standard of Care.** Developer shall design and construct or cause to be designed and constructed the Project: (i) in a good and workmanlike manner and free of defects; and (ii) in accordance with all applicable Laws and the terms of this Agreement (including its exhibits and attachments).

**Section 3.04. Contractors and Subcontractors.** Developer shall not enter into any agreement or contract, the costs of which are eligible for reimbursement hereunder, that could be construed as self-dealing or negotiated on other than an arms-length, competitive basis. Any such agreement or contract, exclusive of professional services, shall be awarded through competitive bidding. Developer shall provide, within five (5) business days of written request by the Village, copies of all agreements and contracts with a third-party in connection with the Project.

**Section 3.05. Governmental Approvals.** Developer agrees to employ reasonable and good faith efforts to secure and comply with all “**Governmental Approvals**,” timely paying all application fees and submitting all applications and permits. The Village agrees to employ reasonable and good faith efforts to cooperate with Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Laws, including, without limitation, the applicable Village ordinances and laws of the State of Illinois.

**Section 3.06. Prevailing Wage Act.** Developer shall comply with and shall require its contractor(s) to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, in relation to the development and construction of the Project with the Illinois Prevailing Wage Act, to the extent that it applies, shall be the obligation of Developer, and Developer shall indemnify and hold harmless the Village from and against liabilities that might attach for non-compliance by Developer or its contractor(s) or subcontractor(s).

The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the “**Department**”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and Developer’s contractors and subcontractors have an obligation to check the Department’s website for revisions to prevailing wage rates. Information regarding current prevailing wage rates is available at the Department’s website. All of Developer’s contractors and subcontractors rendering services contemplated by this Agreement must comply with all requirements of the



Prevailing Wage Act, including but not limited to, all wage requirements and notice and record keeping duties.

**Section 3.07. Certificate of Substantial Completion.**

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

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

**Section 3.08. Ownership of Real Property.** Developer is the owner, lessee contract purchaser or nominee purchaser of the Property as set forth on the attached **Exhibit D**.



**Section 3.9. Survival of Covenants.** The covenants set forth in this Article 3 shall run with the land and be binding upon any successor in interest or transferee.

#### **ARTICLE 4: FINANCING—SOURCE OF FUNDS**

**Section 4.01. Developer to Advance Project Costs.** Developer agrees to advance all Project Costs as necessary to complete the Project on its behalf, subject to Developer's right to seek reimbursement from the Village for Reimbursable Project Costs as provided herein. "**Project Costs**" shall mean all costs actually incurred by Developer in constructing the Project and any costs incidental thereto. "**Reimbursable Project Costs**" shall mean eighty percent (80%) of those Project Costs, including those incurred after the adoption of Inducement Resolution No. 1173 but prior to the Effective Date, for which Developer is eligible for reimbursement under the Act and the Redevelopment Plan, and as identified as a "Reimbursable Project Cost" on Exhibit G.

**Section 4.02. Project Budget.** The Project Costs are estimated to be one hundred seventeen thousand eight hundred ninety-nine dollars and no cents (\$117,899.00) (the "**Project Budget**"). The Project Budget, setting forth the projected and anticipated Project Costs, has been approved by the Village and is attached hereto as Exhibit G. Developer certifies to the Village that (i) the Village Incentive (as defined below), together with any Lender Financing and Equity, shall be sufficient to complete the Project, and (ii) the Project Budget, as may be amended with written approval from the Village, is and shall be true, correct and complete in all material respects.

**Section 4.03. Source of Funds.** The cost of the Project is estimated to be one hundred seventeen thousand eight hundred ninety-nine dollars and no cents (\$117,899.00) to be applied in the manner set forth in the Project Budget. Developer shall maintain no less than thirty percent (30%) of Equity in the Project. The Equity and the remainder of the Project Budget shall be comprised of Lender Financing and the Village Incentive.

**Section 4.04. Equity/Lender Financing.** Equity and/or Lender Financing may be used to pay any Project Costs, including but not limited to Reimbursable Project Costs. Developer, within five (5) days of the Effective Date shall disclose in writing to the Village the amount being paid as equity and being financed upon written request by the Village. Any Lender Financing is to be personally guaranteed by Developer.

**Section 4.04. Village Incentive.** Subject to the terms of this Agreement, the Village agrees to reimburse Developer exclusively for Reimbursable Project Costs related to the Project in an amount not to exceed ninety-four thousand three hundred nineteen dollars and no cents (\$94,319.00) (the "**Village Incentive**").

**Section 4.05. No General Obligation.** ANY INCENTIVES PROVIDED BY THE VILLAGE HEREUNDER SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. ANY VILLAGE INCENTIVES TO BE PAID SHALL BE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE SUB-ACCOUNT. INSUFFICIENCY OF FUNDS IN THE SUB-ACCOUNT TO ALLOW THE VILLAGE TO PAY ANY INCENTIVE WHEN DUE SHALL NOT BE A DEFAULT



THEREON. THE VILLAGE'S OBLIGATION TO PAY ANY INCENTIVE IS CONTINGENT UPON SATISFACTION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE VILLAGE SHALL HAVE NO OBLIGATION TO PAY ANY VILLAGE INCENTIVE, IF THERE EXISTS AN EVENT OF DEFAULT WHICH IS CONTINUING. THE VILLAGE SHALL BE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS PRIOR TO ITS RECEIPT AND APPROVAL OF EXHIBIT E.

## ARTICLE 5: COLLECTION AND USE OF INCREMENTAL TAXES

**Section 5.01. Source of Village Incentive.** The Village Incentive pledged by the Village pursuant to this Agreement to reimburse for Reimbursable Project Costs shall be paid solely from Project Incremental Taxes (as defined below) generated in accordance with the TIF Ordinances.

**Section 5.02. Special Tax Allocation Fund.** The Village has or will establish and exclusively maintain a special tax allocation fund, as required by the Act, for the deposit of Incremental Taxes received by the Village (the "STAF") from the Chicago Road TIF District established by the TIF Ordinances. The Village has or will promptly establish and maintain a sub-account within the STAF for the deposit of Project Incremental Taxes (as defined below) the "Sub-Account").

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

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

B. Administrative Fee. Prior to any distribution of Project Incremental Taxes, the Village shall be entitled to receive ten percent (10%) of the Project Incremental Taxes as an administrative fee for the annual costs associated with the maintenance of the Project Area (the "Administrative Fee"). The remaining Project Incremental Taxes (the "Residual") shall be disbursed in accordance with Section 5.03(c) of this Agreement.

C. Distribution of Residual. Developer's Share shall mean the lesser of (i) one hundred percent (100%) of the Residual Project Incremental Taxes or (ii) Developer's Reimbursable Project Costs. The Village's Share shall mean the remaining Residual in the Sub-Account after the payment of the Administrative Fee and Developer's Share. As set forth below, the payment of Developer's Share is limited by the provisions of the Act and this Agreement.



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

A. Developer's Eligible Reimbursement Payment Amount. The Village's payment of a "**Reimbursement**" to Developer shall be made from funds then available in the Sub-Account after the payment to the Village of the Administrative Fee and after Village approves a Request for Reimbursement (as defined herein) in the lesser amount of the following: (1) one hundred percent (100%) of the Residual Project Incremental Taxes; or (2) the eligible Redevelopment Project Costs as approved by the Village in accordance with this Agreement and the Act. The Reimbursement will be limited by the terms of the "**Reimbursement Schedule**" (as a part of **Exhibit J**). The Reimbursement Schedule sets forth certain benchmarks that Developer must satisfy for a Reimbursement to be paid to Developer. In the event Developer fails to satisfy the applicable obligation under the Reimbursement Schedule, the Village shall be under no obligation to make the Reimbursement Payment (as defined below).

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

C. Contents of a Request for Reimbursement.

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

ii. *Supporting Documentation.* The Supporting Documentation shall minimally include, without limitation, the following: (1) a fully executed certificate or certificates to the Village by the (duly licensed) engineering firm for the Project or other individual reasonably approved by the Village certifying that the work was completed substantially in accordance with the Site Plan, the Plans (as defined



herein), and other specifications required by the Village and that the applicable phase of the Project is complete; (2) evidence of the costs incurred and paid by Developer for the completion of the Redevelopment Project, which evidence shall include a written summary of the costs and lien waivers and may include sworn contractor's affidavits, paid invoices, and a copy of an owner's title policy or deed evidencing Developer as the title holder of the Property; (3) as and when applicable, permits for building permits and certificates of occupancy or other governmental approvals required for the continuation of the Project; (4) if requested, pictures or depictions of those items for which reimbursement is being sought; and (5) such certificates of insurance as are required under this Agreement (collectively, the "**Supporting Documentation**"). The Supporting Documentation shall verify: (1) that the Project was completed in substantial accordance with the Site Plan, the Plans and Specifications, the Project Schedule, this Agreement, and the Laws; (2) the costs Developer has incurred and paid in connection with the Project; and (3) that Developer has complied with all applicable Laws. Developer shall submit accurate, binding, complete, comprehensive, current, legible, and verifiable documents to comprise the Supporting Documentation. The Village is permitted, but not required to, rely on the Request for Reimbursement Certificate and Supporting Documentation to determine if Developer has complied with its obligations hereunder.

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

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

ii. If Developer fails to deliver to the Village sufficient documentation to approve the Request for Reimbursement, the Village shall have no obligation to issue the Reimbursement to Developer. All other obligations on the part of the



Village arising pursuant to this Agreement shall be deemed deferred, suspended, and without force or effect until such failure or violation is so corrected. If Developer delivers to the Village sufficient documentation to support the issuance of the Reimbursement, the Village shall process the resubmission in the same manner as provided in this Article.

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

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

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

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

H. Waiver. The Village shall have the right to waive any or all conditions set forth above.

## ARTICLE 6: GENERAL COVENANTS

**Section 6.01. Indemnification.** Developer agrees to indemnify, defend and hold the Village, its employees, agents, independent contractors and consultants (collectively, the



“**Indemnified Parties**”) harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys’ fees and court costs), save those caused by the acts or omissions of the Indemnified Parties, suffered or incurred by the indemnitee arising from or in connection with: (i) the indemnitor’s failure to comply with any of the terms, covenants and conditions contained within this Agreement, (ii) the existence of any material misrepresentation or omission in this Agreement, including exhibits, that is the result of information supplied or omitted by the indemnitor or its agents, employees, contractors or persons acting under the control or at the request of the indemnitor, or (iii) the indemnitor’s failure to cure any misrepresentation by the indemnitor in this Agreement.

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

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

C. Survivability. The rights and obligations under this Section 6.01 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination.

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

**Section 6.02. Insurance.** Developer, if directed by the Village in writing, shall procure and maintain at Developer’s sole cost and expense, or cause to be provided and maintained, during the Term of this Agreement, the types and limits of insurance specified below, covering all operations under the Agreement, whether performed by Developer or by Developer’s Agent.



A. During Construction. From the commencement of any of construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

i. *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness. The Village is to be named as an additional insured on a primary, non-contributory basis.

ii. *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The Village is to be named as an additional insured on a primary, non-contributory basis.

iii. *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.

iv. *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. The Village is to be named as an additional insured and loss payee if applicable.

v. *Professional Liability.* When any architects, engineers, construction managers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000.00, including contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

vi. *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

vii. *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain



insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Post-Construction. After the issuance of the Certificates of Substantial Completion, Developer shall procure and maintain the following:

i. All Risk Property Insurance. All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the Project.

C. General Insurance Requirements. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

i. Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the Village;

ii. Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

iii. Waive all rights of subrogation of insurers against the Village, its employees, elected officials, and agents; and

iv. Specifically name Developer as a named insured.

D. Certificates. Within ten (10) days of the Effective Date and by December 31 of each calendar year thereafter in which the Agreement is in effect, Developer shall furnish the Village with a certificate(s) of insurance effecting coverage as required under this Section 6.02. In addition, Developer shall annually furnish the Village copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the Village to obtain certificates or other insurance evidence is not a waiver by the Village of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

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

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

**Section 6.03. Maintaining Records/Right to Inspection.** Developer for the Term shall keep and maintain until the maturity date separate, complete, accurate and detailed books and

records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents pertaining to the Project shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. With respect to contracts covering Reimbursable Project Costs, Developer shall utilize commercially reasonable efforts to incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

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

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

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

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

## ARTICLE 7: DEFAULTS AND REMEDIES

### Section 7.01. Events of Default; Remedies; Cure.

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



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

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

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

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

B. Remedies.

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

ii. *Developer Remedies.* Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole remedies of Developer shall be injunctive relief, specific performance, *mandamus*, or *quo warranto*.

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

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

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

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

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

## ARTICLE 8: MISCELLANEOUS PROVISIONS

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



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

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

If to Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

which may become due to the Village from Developer or any successor in interest or on any obligation under the terms of this Redevelopment Agreement.

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

**Section 8.06. Enforceability of Agreement.**

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

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

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

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

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

**Section 8.09. Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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



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

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

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

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

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

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

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

**Section 8.18. Cooperation.** The Village and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other

appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement. The successful consummation of this Agreement and the Project are in the best interests of the parties and requires their continued cooperation. The parties will use commercially reasonable efforts to cooperate with all reasonable requests made by the other party in order to effectuate the intent of this Agreement.

**Section 8.19. Assignment.** Developer shall be prohibited from assigning, conveying, pledging, or otherwise transferring this Agreement or the Property without the express written consent of the Village.

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

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

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

[Remainder of page intentionally blank]



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

**VILLAGE OF STEGER ILLINOIS,  
An Illinois municipal corporation**

\_\_\_\_\_  
Ken Peterson, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

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

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

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires:

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

**GD ENTERPRISES, LLC, an Illinois  
limited liability company**

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

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

Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is the \_\_\_\_\_ of GD Enterprises, LLC, an Illinois limited liability company, that said instrument was signed on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

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

My commission expires:



**EXHIBIT A**  
**Property Legal Description**

**EXHIBIT B**  
**Improvements**

(ATTACHED)



**EXHIBIT C\***  
**Project Schedule**

\*(TO BE INSERTED)

**EXHIBIT D**

**Proof of Ownership**



## EXHIBIT E

### Definitions

Words used but not defined elsewhere in this Agreement shall have the following meanings in this Agreement:

1. “**Act**” means the Tax Increment Allocation Redevelopment TIF Act, Sections 74.4-1 through 74.4-11 of the Illinois Compiled Statutes, as amended.
2. “**Agreement**” means this Tax Increment Financing Redevelopment Agreement between the Village of Steger, Illinois and GD Enterprises LLC, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.
3. “**Certificates of Reimbursable Project Costs**” means a document substantially in the form of Exhibit G, attached hereto and incorporated herein by reference, provided by Developer to the Village in accordance with this Agreement and evidencing Reimbursable Project Costs incurred by Developer the Project.
4. “**Certificates of Substantial Completion**” shall have the meaning set forth in Section 3.07 and in the form of Exhibit F.
5. “**Corporate Authorities**” means the President and Board of Trustees of the Village of Steger.
6. “**Department**” means the Illinois Department of Labor.
7. “**Developer**” means GD Enterprises, LLC.
8. “**Effective Date**” shall have the meaning set forth in the first paragraph of this Agreement.
9. “**Environmental Laws**” means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment together with their implementing regulations applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.
10. “**Equity**” means the funds of Developer irrevocably available to finance the construction of the Project as and when required for the Project.
11. “**Event of Default**” shall have the meaning set forth in Section 7.01.
12. “**Government Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, Metropolitan Water Reclamation District Permits, Illinois Department of Transportation permits, variances, building permits, or other subdivision,

zoning, or any other approvals required by any governmental agency with regulatory authority for the implementation of the contemplated Project related to the Redevelopment Area and consistent with the Redevelopment Plan and Project, the Preliminary Site Plan and this Agreement.

13. “**Governmental Charges**” means all federal, state, county, local or other governmental taxes, levies, assessments, charges liens, claims or encumbrances relating to the Property and/or the Project or the operations on the Project including but not limited to real estate taxes and utility taxes.

14. “**Hazardous Materials**” means any hazardous, toxic or dangerous substance, material and waste, including, without limitation, hydrocarbons, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants, sewage, industrial solvents and/or any other similar substances, materials or wastes that are or become regulated under any Environmental Law.

15. “**Improvements**” shall have the meaning set forth in Recital F and as described or depicted in Exhibit B of this Agreement.

16. “**Incentives**” shall have the meaning set forth in Recital M of this Agreement.

17. “**Incremental Taxes**” means, pursuant to the authority granted under the Act, the *ad valorem* taxes, if any, arising from the property tax levies upon the real properties with the Redevelopment Project Area by taxing districts, which taxes are attributable to the increase in the current equalized assessed valuation of those real properties over and above the initial equalized assessed value of those real properties, as determined by the Clerk of Cook County, Illinois or the Clerk of Will County, Illinois, and paid to the Village for deposit in the STAF.

18. “**Indemnified Parties**” shall have the meaning set forth in Section 6.01.

19. “**Inducement Resolution**” means Resolution No. \_\_\_\_\_, titled “[TITLE OF INDUCEMENT RESOLUTION]” adopted by the Corporate Authorities on \_\_\_\_\_.

20. “**Laws**” means any law, statute, rule code, regulation, ordinance, award, order, decree, judgment or injunction of or by any federal, state or local governmental authority, unit, district or entity or any agency, division or department thereof.

21. “**Lender Financing**” means any funds borrowed by Developer from any provider of funds and irrevocably available to pay for Project Costs.

22. “**Project**” shall have the meaning set forth in Recital F.

23. “**Project Budget**” shall have the meaning set forth in Section 4.02 and as set forth on Exhibit G.



24. “**Project Costs**” shall have the meaning set forth in Section 4.01.
25. “**Project Incremental Taxes**” shall have the meaning set forth in Section 5.03(A).
26. “**Project Schedule**” shall have the meaning set forth in Section 3.02 and generally depicted on Exhibit C.
27. “**Property**” shall have the meaning set forth in Recital E and as legally described on Exhibit A.
28. “**Redevelopment Plan**” means the plan titled “[PLAN TITLE]” as approved by the [ ] Board on \_\_\_\_\_, 20\_\_\_\_, pursuant to Ordinance No. \_\_\_\_\_, as such plan may from time to time be amended in accordance with the TIF Act.
29. “**Redevelopment Project Area**” shall have the meaning set forth in Recital D.
30. “**Reimbursable Project Costs**” shall have the meaning set forth in Section 4.01.
31. “**Short Form Agreement**” shall have the meaning set forth in Section 8.21 and as set forth on Exhibit H.
32. “**STAF**” shall have the meaning set forth in Section 5.02.
33. “**Sub-Account**” shall have the meaning set forth in Section 5.02(A).
34. “**Term**” shall have the meaning set forth in Section 1.03.
35. “**TIF Ordinances**” means the ordinance adopted by the Corporate Authorities: [CITE SPECIFIC TIF ORDINANCES]
36. “**Village**” means the Village of Steger, Cook and Will Counties, Illinois, an Illinois municipal corporation duly organized and existing under the general laws of the State of Illinois.
37. “**Village Incentive**” shall have the meaning set forth in Section 4.04.

**EXHIBIT F**

***FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION***

**CERTIFICATE OF SUBSTANTIAL COMPLETION  
FOR THE PROJECT**

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

1. That as of \_\_\_\_\_, 20\_\_, the Project has been substantially completed in accordance with the terms and conditions of the Agreement, which shall include compliance with all applicable Laws.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Plans and Specifications, all as set forth in the Agreement.

3. Lien waivers for applicable portions of the Project have been obtained.

4. This Certificate of Substantial Completion is being issued by Developer to the Village in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants under the Agreement (as applicable).

5. The Village’s acceptance (below) or the Village’s failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the Village (which specific written objection, as set forth in the Agreement, must be delivered to Developer prior to the end of such 30-day period).

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

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_ day of \_\_\_\_\_, 20\_\_.

[Signature page follows]



**GD ENTERPRISES, LLC**  
An Illinois limited liability company

By: \_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_, its \_\_\_\_\_

Signed and sworn before me by \_\_\_\_\_

this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**ACCEPTED:**

**VILLAGE OF STEGER, ILLINOIS**, an Illinois municipal corporation

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

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

Title: \_\_\_\_\_

**Appendix A**  
Legal Description



**EXHIBIT G**

**Project Budget and Reimbursable Project Costs**

(ATTACHED)

**EXHIBIT H**

**Short Form Agreement**

[Attached]



THIS DOCUMENT PREPARED BY, AND  
AFTER RECORDING RETURN TO:

This space reserved for Recorder's use only.

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

This Short Form and Memorandum of Tax Increment Financing Redevelopment Agreement (“**Short Form Agreement**”) is made as of \_\_\_\_\_, 20\_\_, by and between **VILLAGE OF STEGER**, an Illinois municipal corporation (the “**Village**”), and **GD ENTERPRISES, LLC**, an Illinois limited liability company (the “**Developer**”).

1. **Capitalized Terms**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement (as defined below). To the extent of any conflict between this Short Form Agreement and the terms of the Redevelopment Agreement, the Redevelopment Agreement shall control.

2. **Redevelopment Agreement**. Village and Developer entered into that certain Tax Increment Financing Redevelopment Agreement, dated \_\_\_\_\_, 20\_\_, (the “**Redevelopment Agreement**”) regarding the Property.

A. The Term of the Redevelopment Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of the Redevelopment Agreement.

3. **Tax Increment Financing**. The Redevelopment Agreement provides for the capture by the Village of Incremental Taxes from the Property for a period not to extend beyond December 31<sup>st</sup> of the year following the twenty-third (23<sup>rd</sup>) year from the date of designation of the Redevelopment Project Area. The Incremental Taxes so captured by the Village shall be utilized as described in the Redevelopment Agreement.

4. **Remaining Terms**. The remaining terms of the Redevelopment Agreement are hereby

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

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

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

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

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

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

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

If to Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Reimbursement Schedule

Developer's Obligation

Maximum Amount of Increment to be Paid to Developer

[Signature Page(s) Follow]



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

**VILLAGE OF STEGER**, an Illinois municipal corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

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

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

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires:

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

**GD ENTERPRISES LLC,**  
An Illinois limited liability company

By: \_\_\_\_\_, its sole member

By: \_\_\_\_\_, its manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF COOK                    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is the \_\_\_\_\_ of GD Enterprises, LLC, an Illinois limited liability company, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said corporation.

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

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

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

My commission expires:

**EXHIBIT A**  
Legal Description



**EXHIBIT I**  
**(Request for Reimbursement)**

Request for Reimbursement Certificate

STATE OF ILLINOIS    )  
                                  )    ss  
COUNTY OF COOK    )

The affiant, \_\_\_\_\_, \_\_\_\_\_ of GD Enterprises, LLC, an Illinois limited liability company (the “Developer”), hereby certifies that with respect to that certain Redevelopment Agreement between Developer and the Village of Steger, Illinois (“Village”) dated \_\_\_\_\_, 2023 (the “Agreement”):

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

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

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

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

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

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

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

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

DEVELOPER

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

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

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

**Reimbursement Schedule**

Developer's Obligation

Maximum Amount of Increment to be Paid to Developer



**ORDINANCE NO. 1294**

STATE OF ILLINOIS                               )  
  )  
COUNTIES OF COOK AND WILL            )

**AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE AND FINANCING OF CERTAIN PERSONAL PROPERTY FOR THE VILLAGE OF STEGER, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS.**

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

**WHEREAS**, the President and the Village Board of Trustees (collectively, the “Corporate Authorities”) have deemed it advisable, necessary and in the public interest of the Village to acquire the following described personal property: **two (2) 2023 Ford Utility Interceptors** (the “Vehicle and necessary equipment modifications (the “Equipment”)), as each are described in Group Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the Vehicle will serve the public and corporate purposes for which the Village is organized; and

**WHEREAS**, it is hereby estimated and determined that the Vehicles and Equipment will cost approximately **\$102,019.87** (the “Purchase Price”); and

**WHEREAS**, the Corporate Authorities finds that it is advisable and necessary to approve the purchase of the Vehicles and Equipment and any modification or additional agreement thereof, and to authorize the purchase of the same, in an amount not to exceed **\$102,019.87**; and

**WHEREAS**, pursuant to section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village is authorized to purchase real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid in monthly installments during a period not to exceed twenty (20) years; and

**WHEREAS**, Old Plank Trail Community Bank, N.A. ("Old Plank Trail") has agreed to lend money to the Village to pay the Purchase Price for the Vehicle, which the Village will repay in monthly installments; and

**WHEREAS**, pursuant to Section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3), it is necessary that the Corporate Authorities adopt an ordinance authorizing and approving the purchase of the Vehicle and authorizing the Village to borrow money from Old Plank Trail in the amount of the Purchase Price, payable to Old Plank Trail in installments over **forty-eight (48) months** at an interest rate not to exceed **5%** (the "Loan");

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

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

**SECTION 2:** The Corporate Authorities hereby find and determine that it is necessary and advisable and otherwise in the best interests of the Village to purchase the Vehicles and Equipment, as described in Group Exhibit A attached hereto, and to authorize the Loan for the payment of the Purchase Price, which the Village will repay in **forty-eight (48) monthly** installments at an interest rate not to exceed **5%**.

**SECTION 3:** The Loan and the purchase of the Vehicle is hereby approved. The Village Administrator, or her designee, is hereby authorized and directed to



approve and execute such documents as are required to effectuate the Loan as described by this Ordinance, with such insertions, omissions and changes as shall be approved by the Village Administrator and the Village Attorney. The Corporate Authorities further authorize the Village Administrator, or her designee, to approve and execute such documents as are required to effectuate the purchase of the Vehicle, as described in Exhibit A. The Corporate Authorities further authorize the Village Administrator, or her designee, to execute any or all additional documentation that may be necessary to carry out the intent of this Ordinance, including, but not limited to, any or all loan documents, certificates, and purchase agreements. The Village Clerk is hereby authorized and directed to attest to and countersign any such documents, as required.

**SECTION 4:** For the purpose of providing funds to pay the installments of interest and principal due on the Loan, when and as the same fall due, the Village shall maintain sufficient funds on hand from ad valorem taxes.

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

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

**SECTION 7:** All ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.



**SECTION 8:** This Ordinance shall be in full force and effect after passage, approval and publication. A full, true and complete copy of this Ordinance shall be published in pamphlet form as provided by the Illinois Municipal Code, as amended.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

PASSED this 17<sup>TH</sup> day of April, 2023.

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

APPROVED this 17<sup>th</sup> day of April, 2023.

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

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

**Group Exhibit A**

**Description of Vehicles and Equipment**

[Attached]





EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/11/2023	3967

Name / Address
Steger Police Department 3322 Emerald Ave. Steger, IL 60475

Ship To

Vehicle Type		Unit Number	Terms	
2023 Interceptor Utility		23-?	Net 30	
Qty	Item	Description	Rate	Total
		*** Slick Top Patrol ***		
1	EMPS1STS3D	S/O mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, Black Housing, 4 LED, Single Color – Red/White	104.95	104.95
1	EMPS1STS3E	S/O mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, Black Housing, 4 LED, Single Color – Blue/White ^^^ Grill lights ^^^	104.95	104.95
1	ELUC3H010D	S/O Universal UnderCover Screw-In LED Insert, 5-wire harness Color Red/White	89.95	89.95
1	ELUC3H010E	S/O Universal UnderCover LED Insert 10' 5-wire harness. Dual Color Blue/White ^^^ Headlight corners ^^^	89.95	89.95
1	ETSS100J	S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK01	S/O 100n Speaker bracket 2020 PI Utility ^^^ Siren speaker and Bracket ^^^	49.95	49.95
2	ENT2B3RBW	S/O Intersector, Dual color Red / Blue / White ^^^ Outside rear view mirror mounted ^^^	189.95	379.90
1	ENFWB001KK	S/O nForce interior light bar. Front. dual color. Red/Blue with white full. 2020 Interceptor	949.95	949.95
1	ENFWB001LR	S/O nForce interior bar. Rear. Red/blue and Amber full. 2020 Interceptor	749.95	749.95
1	TE-4011228PREHI	Tomar preemption device (temporary replacement for MDASHCPE until 6-15-2023)	359.90	359.90
1	LMTUBE	Replacement strobe tube for preemption emitter ^^^ Front and rear multi function interior light bars ^^^	99.96	99.96
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ^^^ 1/4 windows ^^^	224.95	449.90
2	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White ^^^ Above license plate ^^^	124.95	249.90

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/11/2023	3967

Name / Address
Steger Police Department 3322 Emerald Ave. Steger, IL 60475

Ship To

Vehicle Type		Unit Number	Terms	
2023 Interceptor Utility		23-?	Net 30	
Qty	Item	Description	Rate	Total
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue ^^^ in reverse lights, wil X pattern with brake lights ^^^	89.95	179.90
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK02	S/O bluePRINT remote node harness kit	42.95	42.95
1	ENGLMK008	bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021, Ford Explorer / Police Interceptor Utility (PIU) 2016-2021, Ford F150 2017-2020 only, Ford F250-F550 2017-2021 ^^^ Siren and light controls ^^^	259.95	259.95
1	C-VS-0618-INUT	Havis 2020 Ford Interceptor Utility Specific Flat Console	449.95	449.95
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-103	Havis Hinged Armrest for Equipment Console	134.95	134.95
2	C-MCB	Mic clip bracket	13.95	27.90
2	MMSU-1	Magnetic Mic Single Unit	39.95	79.90
1	C-HDM-204	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount w/Short Handle for Computer Mount	179.95	179.95
1	C-MD-119	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter ^^^ Console, Accessories, Computer pole base and motion attachment ^^^	295.00	295.00
1	475-0791	Jotto PI Utility 2020+ Single Cell Lite Package	1,200.00	1,200.00
1	475-2038	Jotto Gun Rack - Dual Weapon, Single Cell Mounted, Vertical (GR7-ZRT-PIU-AR BLM/870)	395.00	395.00
1	PG-PTL4213	ProGard Prisoner Transport Lighting System, Includes: Two 3' Round Red/White LED's & 3-Way Switch ^^^ Prisoner transport and weapon retention ^^^	204.95	204.95
1	ROOF-FT-NITI-M	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	59.95	59.95
1	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	34.95
1	RFU-505-ST	UHF Crimp-On Connector	4.95	4.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

**Total**

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/11/2023	3967

Name / Address
Steger Police Department 3322 Emerald Ave. Steger, IL 60475

Ship To

Vehicle Type		Unit Number	Terms	
2023 Interceptor Utility		23-?	Net 30	
Qty	Item	Description	Rate	Total
1	Install Materials	^^ VHF antenna system ^^ Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	250.00	250.00
1	LABOR	Install above listed equipment plus customer supplied VHF radio, WatchGuard video, computer docking station and radar	3,495.00	3,495.00
1	GRAPHIC-PKG	Vinyl graphics per customer design	724.95	724.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$12,839.26
--------------	-------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech





EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/11/2023	3969

Name / Address
Steger Fire Department 3320 Lewis Ave. Steger, IL 60475

Ship To

Vehicle Type		Unit Number	Terms	
2023 FPIU		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	S/O 100W Composite siren speaker	199.95	199.95
1	ETSSVBK01	S/O 100n Speaker bracket 2020 PI Utility	49.95	49.95
2	EMPS1STS4RBW	S/O mpower® 3' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 12 LED, Tricolor - Red/Blue/White	109.95	219.90
1	ELUC3H010D	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Red/White	89.95	89.95
1	ELUC3H010E	S/O Universal UnderCover LED Insert 10' 5-wire harness. Dual Color Blue/White ^^^ Speaker grill and corner lighting ^^^	89.95	89.95
1	ENULB008VA-1F2	S/O nFuse 45" light bar RW/BW front RA/BA rear Per QE064239	1,495.00	1,495.00
1	TE-4011228PREHI	Tomar preemption device	369.95	369.95
1	LMTUBE	Replacement strobe tube for preemption emitter ^^^ Multi-function light bar with preemption emitter ^^^	99.96	99.96
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ^^^ 1/4 windows ^^^	224.95	449.90
2	ELUC3H010B	S/O Universal UnderCover Screw-In LED Insert Single Light Kit, 5-wire harness Color Blue ^^^ Will X pattern with brake lights ^^^	89.95	179.90
2	EMPS1STS4RBW	S/O mpower® 3' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 12 LED, Tricolor - Red/Blue/White ^^^ Above license plate ^^^	109.95	219.90
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGND04101	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK02	S/O bluePRINT remote node harness kit	42.95	42.95
1	ENGLMK008	bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021, Ford Explorer / Police Interceptor Utility (PIU) 2016-2021, Ford F150 2017-2020 only, Ford F250-F550 2017-2021 ^^^ Siren and lighting controls ^^^	259.95	259.95
1	C-VS-0618-INUT	Havis 2020 Ford Interceptor Utility Specific Flat Console	464.95	464.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/11/2023	3969

Name / Address
Steger Fire Department 3320 Lewis Ave. Steger, IL 60475

Ship To

Vehicle Type		Unit Number	Terms	
2023 FPIU		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	64.95	64.95
1	C-AP-0325	Havis Accessory Console Pocket	44.95	44.95
2	C-MCB	Mic clip bracket	13.95	27.90
2	MMSU-1	Magnetic Mic Single Unit	39.95	79.90
		^^^ Console and accessories ^^^		
1	ROOF-FT-NITI-M	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	59.95	59.95
1	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	34.95
1	RFU-600-1	Mini-UHF Connector	4.95	4.95
		^^^ VHF antenna system ^^^		
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	200.00	200.00
1	LABOR	Install above listed equipment plus customer supplied VHF radio	2,995.00	2,995.00
1	GRAPHIC-PKG	Viny graphics package. Please provide electronic artwork or photo of previous vehicle for quote		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$8,694.61
--------------	------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech

# Units Arriving March and April of 2023



Prepared by: Brittany Hall  
03/17/2023

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

## As Configured Vehicle

Code	Description
<b>Base Vehicle</b>	
K8A	Base Vehicle Price (K8A)
<b>Packages</b>	
500A	<p>Order Code 500A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> <li>- Transmission: 10-Speed Automatic</li> <li>- 3.73 Axle Ratio</li> <li>- GVWR: 6,840 lbs (3,103 kgs)</li> <li>- Tires: 255/60R18 AS BSW</li> <li>- Wheels: 18" x 8" 5-Spoke Painted Black Steel</li> </ul> <p><i>Includes polished stainless steel hub cover and center caps.</i></p> <ul style="list-style-type: none"> <li>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear</li> </ul> <p><i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i></p> <ul style="list-style-type: none"> <li>- Radio: AM/FM/MP3 Capable</li> </ul> <p><i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i></p>
<b>Powertrain</b>	
99B	Engine: 3.3L V6 Direct-Injection (FFV)
44U	Transmission: 10-Speed Automatic
STDAX	3.73 Axle Ratio
STDGV	GVWR: 6,840 lbs (3,103 kgs)
<b>Wheels &amp; Tires</b>	
STDTR	Tires: 255/60R18 AS BSW
STDWL	<p>Wheels: 18" x 8" 5-Spoke Painted Black Steel</p> <p><i>Includes polished stainless steel hub cover and center caps.</i></p>
<b>Seats &amp; Seat Trim</b>	
9	<p>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</p> <p><i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Prepared by: Brittany Hall  
03/17/2023

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

As Configured Vehicle (cont'd)

Code	Description
<b>Other Options</b>	
PAINT	Monotone Paint Application
119WB	119" Wheelbase
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>
153	Front License Plate Bracket
60A	Grille LED Lights, Siren & Speaker Pre-Wiring
51R	Driver Only LED Spot Lamp (Unity)
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>
549	Heated Sideview Mirrors
47A	Police Engine Idle Feature <i>This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.</i>
59W	4G LTE Wi-Fi Hotspot Credit
<b>Emissions</b>	
425	50 State Emission System  Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
<b>Exterior Color Options Please let me know of you color choice when returning this form.</b>	
YZ_01	Oxford White
<b>Interior Color</b>	
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Brittany Hall  
03/17/2023

Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 350

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## Pricing Summary - Single Vehicle

*Vehicle Pricing Off JMPC Contract Number: 22-416-CMS-BOSS4-P-41049*

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Vehicle: \$40,243.00

Quantity: \_\_\_\_

**\*\*\*\*Pricing does not include Delivery or L&T**

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Customer Signature

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Acceptance Date

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## 2023 Ford Explorer Police Utility

Please enter the following:

Agency Name & Address

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Contact Name

---

Phone Number

---

Purchase Order Number

---

Tax Exempt Number

---

Delivery Address

---

---

**Please Submit Tax Exempt Letter with Vehicle Order:**

**Sutton Ford**  
**21321 Central Ave.**  
**Matteson, IL 60443**  
**Contact: Brittany Hall**  
**Phone: (708)720-8035**  
**Email: [bhall@suttonford.com](mailto:bhall@suttonford.com)**

**Please Reach Out With Any Questions.**





**VEENSTRA & KIMM INC.**

552 W. Boughton Road  
Bolingbrook, Illinois 60440

630.755.0290 // 888.630.2034  
www.v-k.net

November 7, 2022

Mary Jo Seehausen  
Village Administrator  
Village of Steger  
3320 Lewis Avenue  
Steger, IL 60475-1232

Re: Proposal for Professional Services  
Village Flood Control Improvements  
Flood Component 1 and Component 2  
Village of Steger

Dear Mary Jo,

Veenstra & Kimm, Inc. is pleased to submit this proposal for professional services related to village-wide flood control improvements. If you find this proposal to be acceptable, the fully executed copy of this letter, together with the Terms and Conditions attached hereto as Attachment A, which set forth the contractual elements of this agreement, will constitute an agreement between Village of Steger ("Client"), and Veenstra & Kimm, Inc. ("VK") for services on this project.

**Project Understanding**

VK understands the Client proposes to design and implement several flood improvement components resulting from village-wide flood studies completed earlier this year. American Rescue Plan Act (ARPA) funding is available to support this work.

A range of proposed stormwater control improvements were developed that work together to address the most severe flooding in the Village. The final flood studies report recommended six primary improvements components. This proposal for professional design services focused on the following two components:

- Component 2 – 33<sup>rd</sup> Street (East) Relief Sewer – Install approximately 2,000 feet of double 42-inch RCP under and along Florence Street and 33<sup>rd</sup> Street. This improvement component has independent utility and will greatly alleviate flooding in the 33<sup>rd</sup> Street corridor.
- Component 1 – Outlet Channel Improvements – Modify approximately 2,500 feet of the existing channel of the stream that runs parallel to Lewis Street north of 33<sup>rd</sup> Street by removing existing vegetation and constructing a rip-rap section. This improvement component will remove backwater effect to storm sewer outlets (both existing and proposed) that prevents storm sewers from effectively draining and provides free outfall that allows greater conveyance of the storm sewer runoff.

The full scope of this improvement involves cleaning and slope stabilization of the entire creek section for approximately 2,500 feet. The full scope is being coordinated with MWRD and will be presented in various upcoming grant opportunities. The improvement being proposed herein includes review and potential spot improvement to eliminate severe pinch points, old structure(s), and/or excessive debris deposits.



**Scope of Services**

VK proposes to perform the following professional services. A professional services fee estimate is provided for individual scope items and is summarized below under “Compensation”. Services will be billed on a time and material (T&M) basis per VK’s current Hourly Rate Schedule attached hereto as Attachment B. An allowance not-to-exceed (NTE) without Client approval is provided for each scope element.

A) Surveys

VK will provide surveying services for the areas around improvement Component 2 that include all topographic features, underground utilities, and needed land boundary data. This work will also include review and survey pick-up necessary to coordinate, design, and permit spot improvement associated with improvement Component 1.

T&M allowance = \$10,000

B) Permitting and Estimating

VK will provide coordination and permitting efforts:

- 1) MWRD – Coordinate with MWRD for permit determination and address permit requirements.
- 2) FEMA – No FEMA mapped floodplain present.
- 3) IEPA – The area of disturbance from construction activity is expected to be close to one acre, in which case an NPDES permit would be required. VK will complete coordination with IEPA for submittal of a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) anyway. Soil erosion and sediment control best managements practices will be detailed in the construction documents and coordinated as part of the SWPPP.
- 4) IHPA and IDNR Coordination – The areas impacted by construction activity will be sent to the Illinois Department of Natural Resources (IDNR) and Illinois Historic Preservation Agency (IHPA) for endangered species, natural inventory, and historic resource consultation and sign-off.
- 5) USACE – Riverine type wetlands are present in improvement Component 1. VK will coordinate with the USACE Chicago District for Section 404 joint application permitting.
- 6) Utility Coordination – VK will coordinate with the Village and utility companies to verify location of underground utilities, which will include JULIE design-phase coordination and potential for private locate.
- 7) Opinion of Probable Construction Cost – It is expected that detailed quantity takeoff and construction cost estimates will be important to finalizing proposed improvement that fall within budget constraints. Significant effort will be placed on this task for prefinal and final estimates.

T&M allowance = \$12,000





C) Final Design and Construction Documents

VK will proceed with final design and preparation of construction documents once data is collected and sufficient coordination and review have taken place. The following plan development content and associated design will be required.

- 1) Cover Sheet
- 2) General Notes and Specifications
- 3) Existing Conditions Plan (includes utilities)
- 4) Drainage Plan and Profiles (include hydraulic design)
- 5) Cross Sections
- 6) Maintenance of Traffic Plans
- 7) Stormwater Pollution Prevention Plan
- 8) Spot improvement plans, detail, notes (Component 1 only)
- 9) Standard and Special Construction Details

T&M allowance = \$28,000

D) Construction Bidding

VK will provide the following bidding services.

- 1) Assemble bid package for competitive bidding.
- 2) Assist with advertising and bid solicitation.
- 3) Attend pre-bid meeting and respond to bidder's request for information. Follow up with plan addendums if required.
- 4) Attend bid opening, review bids, and make recommendations for award.

T&M allowance = \$5,000

E) Construction Inspection and Documentation

VK will provide the following construction administration (CA) services.

- 1) Attend project meetings, document all major elements of construction progress, and review and process contractor pay applications.
- 2) Provide an evaluation of work completed and if in agreement notify the Client that a substantial completion inspection can be scheduled. Attend the substantial completion inspection, prepare a punch list, verify that the Contractor has completed all punch list items, and review final pay applications.
- 3) Prepare documentation and complete reporting to satisfy American Rescue Plan Act (ARPA) funding requirements.

T&M allowance = \$55,000





**Schedule**

The Client would like to begin construction in calendar year 2023. VK is prepared to work with the Client to accelerate progress as much as possible.

**Compensation**

VK proposes to complete work as described herein for the following schedule of fees:

Scope of Work Description	Fee	Terms
A) Surveys	\$10,000	T&M (*)
B) Permitting and Estimating	\$12,000	
C) Final Design and Construction Documents	\$28,000	
D) Construction Bidding	\$5,000	
E) Construction Inspection and Documentation	\$55,000	

(\*) VK allowance not-to-exceed without Client approval.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

Clayton M. Shipley, P.E.  
Project Manager

ACCEPTED AND AGREED TO BY:

VEENSTRA & KIMM, INC.

VILLAGE OF STEGER

\_\_\_\_\_  
Clayton M. Shipley, P.E.  
Project Manager

\_\_\_\_\_  
Mary Jo Seehausen  
Village Administrator

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



## **Attachment A – Terms and Conditions**

To assure and understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are made a part of this agreement for our services.

### **AMENDMENTS**

This agreement may be amended in writing providing both the Client and Engineer agree to such modifications.

### **COMPENSATION FOR ENGINEERING SERVICES**

The basis for compensation will be as identified in the agreement.

When 'Fixed Fee' payment is utilized, it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by the Engineer and shall not exceed the fixed payment amount without prior authorization of the client.

When a 'Payroll Cost' (T&M) payment is utilized, it shall be computed by a multiplier factor times payroll cost plus reimbursable expenses.

The 'Payroll Cost' means the salaries and wages paid to all Engineering personnel engaged directly on the work plus the cost of customary and statutory benefits including social security contributions, unemployment, health, sick leave, vacation, workman's compensation, incentive, and holiday pay applicable thereto.

'Reimbursable Expenses' means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time, and outside consultants.

The 'Multiplier' is a factor for general direct overhead, indirect costs, profit, and other costs. The Multiplier factor rate shall be identified in the agreement.

### **TIME OF PAYMENT**

The Engineer may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for engineering services will be due and payable thirty (30) calendar days from the issuance of the Engineer's statement.

### **LATE PAYMENT**

If the Client fails to make any payment due the Engineer for services and expenses within the time period specified, a service charge of 1½% per month will be added to the Clients account. This is an annual rate of 18%.

### **LIMITATION OF LIABILITY**

The Client agrees to limit the Engineers liability to the Client and to all construction contractors and subcontractors where applicable, on this work, for damages to them, due to the Engineer's negligent acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineers total fee for services rendered on this work, whichever is greater.

### **AUTHORITY AND RESPONSIBILITY**

The Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act.

### **TERMINATION**

This agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Engineer will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 2.5 (if not previously provided for) plus reimbursable expenses, plus reasonable termination costs.

### **REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk, and without liability of Engineer, and Client shall indemnify and hold harmless engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle engineer to further compensation at rates to be agreed upon by Client and Engineer.

### **ESTIMATE OF COST**

Since the Engineer has no control over the cost of labor, materials or equipment or over a Contractor(s) method of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the Client wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.





**Attachment B – Hourly Rates 2022-2023**

Management I.....	\$199.00
Management II.....	\$193.00
Process Engineer I.....	\$215.00
Client Services I.....	\$193.00
Client Services II.....	\$125.00
Client Services III.....	\$100.00
Client Services IV.....	\$85.00
Client Services V.....	\$75.00
IT I.....	\$165.00
IT II.....	\$110.00
IT III.....	\$75.00
Funding Specialist I.....	\$118.00
Funding Specialist II.....	\$99.00
Engineer I-A.....	\$199.00
Engineer I-B.....	\$189.00
Engineer I-C.....	\$179.00
Engineer I-D.....	\$171.00
Engineer II-A.....	\$163.00
Engineer II-B.....	\$153.00
Engineer III-A.....	\$144.00
Engineer III-B.....	\$137.00
Engineer III-C.....	\$134.00
Engineer IV.....	\$129.00
Engineer V.....	\$121.00
Engineer VI.....	\$113.00
Engineer VII.....	\$108.00
Engineer VIII.....	\$105.00
Engineer IX.....	\$97.00
Engineer X.....	\$90.00
Engineer XI.....	\$82.00
Engineer XII.....	\$73.00
Design Technician I.....	\$115.00
Design Technician II.....	\$103.00
Design Technician III.....	\$90.00
Architect I.....	\$165.00
Architect II.....	\$145.00
Architect III.....	\$122.00
Planner I.....	\$126.00
Planner II.....	\$83.00
Planner III.....	\$77.00
Drafter IA.....	\$114.00
Drafter IB.....	\$107.00
Drafter II.....	\$100.00
Drafter III.....	\$95.00
Drafter IV.....	\$85.00





**Attachment B – Hourly Rates 2022-2023 (continued)**

Drafter V.....	\$75.00
Drafter VI.....	\$68.00
Drafter VII.....	\$61.00
Clerical I.....	\$85.00
Clerical II.....	\$76.00
Clerical III.....	\$65.00
Clerical IV.....	\$57.00
Clerical V.....	\$49.00
Construction Engineer I.....	\$199.00
Construction Engineer II.....	\$121.00
Construction Engineer III.....	\$108.00
Construction Engineer IV.....	\$92.00
Surveyor I.....	\$138.00
Surveyor II.....	\$120.00
Technician I.....	\$101.00
Technician II.....	\$92.00
Technician III.....	\$84.00
Technician IV.....	\$81.00
Technician V.....	\$76.00
Technician VI.....	\$70.00
Technician VII.....	\$58.00
Technician VIII.....	\$51.00
Technician IX.....	\$43.00
Building Inspector I.....	\$190.00
Building Inspector I-A.....	\$129.00
Building Inspector II.....	\$101.00
Building Inspector III.....	\$80.00
Accounting I.....	\$165.00
Accounting II.....	\$125.00
Accounting III.....	\$110.00
Accounting IV.....	\$85.00
Accounting V.....	\$75.00

**Reimbursables and Equipment Rates**

Robotics.....	\$35.00
GPS.....	\$35.00
Leica Total Station.....	\$25.00
Total Station Robotics.....	\$20.00
Tablet.....	\$45.00
Fluoroscope.....	\$50.00
4-Wheeler.....	\$50.00
Drone.....	\$75.00
Mileage.....	IRS Rate
Printing.....	Pass-through at Cost
Title Work.....	Pass-through at Cost





# American Legion Auxiliary

In the Spirit of Service Not Self for Veterans, God and Country

American Legion Post 521

34 W 34<sup>th</sup> Street

Steger, IL 60475

April 7, 2023

Auxiliary Unit 521

34 W 34<sup>th</sup> Street

Steger, IL 60475

Village of Steger,

It has been a tradition for the Steger American Legion to ask for donations for Poppies at the corners of Chicago Rd. and Steger Rd.; the donations collected from Poppies go into an account to help veterans in the Steger Area.

We would like to request the four corners of Steger Rd. and Chicago Rd. on the following dates for Poppy donations:

Friday, May 26

Saturday, May 27

Sunday, May 28

Monday, May 29

Thank you,

Steger American Legion

Auxiliary Post 521