

8:00 P.M. CALL TO ORDER  
  
PLEDGE OF ALLEGIANCE  
  
ROLL CALL

**ITEM # 1**

**SUBJECT:** CONSIDER APPROVAL OF AGENDA

**ACTION:** Discussion - **Consider approval of agenda as written or amended.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM # 2**

**SUBJECT:** CONSIDER APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON MAY 6, 2014.

**ACTION:** Discussion - **Consider approval of minutes as written or amended.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM # 3**

**SUBJECT:** CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM GOOD SHEPHERD MANOR FOUNDATION TO CONDUCT A RAFFLE THROUGH JUNE 16, 2014 WHEN WINNERS WILL BE DRAWN AT ODYSSEY COUNTRY CLUB.
- B. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JUNE 8, 2014 ON THE 8300 BLOCK OF 164<sup>TH</sup> STREET.
- C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,710,942.63 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 9 AND MAY 16, 2014.

**ACTION:** Discussion – **Consider approval of consent agenda items.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM # 4**

SUBJECT: CONSIDER RECOGNIZING THE RECENT PROMOTIONS OF FOUR (4) OF FIRE DEPARTMENT LIEUTENANTS TO THE RANK OF CAPTAIN. – **Trustee Maher**

ACTION: Discussion: In order to meet the requirements of the rank of Captain each Lieutenant must be a state certified Fire Officer II and have at least eight (8) years of service. This takes extensive training and are required to go through a professional exam process that includes a written exam and oral interviews. The following have been promoted to the rank of Captain:

- ❖ Captain Chris Stube, who joined the department in August 1999;
- ❖ Captain Bill Murray, who joined the department in July 2001;
- ❖ Captain Tony P. Mazziotta, who joined the department in December 1999; and
- ❖ Captain Matt Randall, who joined the department in July 2000.

**No specific action required.**

COMMENTS:

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**ITEM # 5**

SUBJECT: CONSIDER THE PROMOTION OF OFFICER ROBERT DIORIO TO POLICE SERGEANT EFFECTIVE MAY 21, 2014– **Trustee Maher**

ACTION: Discussion: Officer Diorio is a 20 year veteran of the Tinley Park Police Department. He is a former K-9 handler with his late partner *Thor*. Officer Diorio and Thor were part of a group of K-9 handlers that conducted numerous school safety searches over the years. Officer Diorio is an instructor at the Citizen Police Academy and he is also involved with National Night Out. **Consider concurring with the recommendation of the appointing authority and promote Officer Robert Diorio to Police Sergeant effective May 21, 2014.**

COMMENTS:

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**ITEM # 6**

**SUBJECT:** CONSIDER THE PROMOTION OF OFFICER WILLIAM RINGHOFER TO POLICE SERGEANT EFFECTIVE MAY 21, 2014– – **Trustee Maher**

**ACTION:** Discussion: Officer Ringhofer is an 18 year veteran of the Tinley Park Police Department. He is a field training officer and was recently recognized by the Illinois Department of Transportation and Mothers Against Drunk Driving for his efforts in DUI enforcement. Senator Mark Kirk presented Officer Ringhofer with the Bronze Star in March of this year for his service with the Army National Guard. **Consider concurring with the recommendation of the appointing authority and promote Officer William Ringhofer to Police Sergeant effective May 21, 2014.**

**COMMENTS:**

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**ITEM # 7**

**SUBJECT:** CONSIDER PROCLAIMING MAY 18<sup>TH</sup> TO MAY 24<sup>TH</sup>, 2014 AS “*PUBLIC WORKS WEEK*” IN THE VILLAGE OF TINLEY PARK - **Trustee Staunton**

**ACTION:** Discussion: This is an opportunity for the Village to honor the women and men who serve in the Public Works Department. **Consider proclaiming May 18<sup>th</sup> to May 24<sup>th</sup>, 2014 “Public Works Week” in the Village of Tinley Park.**

**COMMENTS:**

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**ITEM # 8**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2014-R-020 DECLARING THE VILLAGE OF TINLEY PARK TO BE A MILITARY ORDER OF THE PURPLE HEART COMMUNITY – **Trustee Seaman**

**ACTION:** Discussion: In recognition of the sacrifices our Purple Heart recipients have made in defending our freedom, the belief that it is important to acknowledge them for their courage, the Village wishes to become a “*Purple Heart Village.*” **This Resolution is eligible for adoption.**

**COMMENTS:**

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**ITEM # 9**

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-022 AUTHORIZING A LICENSE AGREEMENT BETWEEN EL COCO MIO AND THE VILLAGE OF TINLEY PARK FOR THE USE OF THE PUBLIC RIGHT OF WAY. – **Trustee Hannon**

ACTION: Discussion: The outdoor patio facing Oak Park Avenue for El Coco Mio is roughly ½ on private property and ½ within the Village’s right of way. In order to ensure the Village is not held liable for accidents that may occur as a result of the use of our right of way, a license agreement is necessary to ensure that certain liability insurance is provided and that the Village is held harmless. The Village Attorney and the Village’s Risk Management Consultants, IRMA, have worked together to develop a license agreement acceptable to the Village and to El Coco Mio. **Consider directing the Village Attorney to draft Resolution 2014-R-022 authorizing a final license agreement between El Coco Mio and the Village of Tinley Park for use of the public right of way with this constituting first reading.**

COMMENTS:

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**ITEM # 10**

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-019 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR RBT INDUSTRIES LLC (THE GREAT ESCAPE) – **Trustee Seaman**

ACTION: Discussion: This inducement agreement between the Village of Tinley Park and RBT Industries LLC is associated with the construction of a new 47,000 square foot The Great Escape retail store at 17200 South LaGrange Road in Tinley Park. This project is estimated to cost at least \$5 million, and have annual retail sales of at least \$5.5 million. “But For” the incentive, the developers confirm that the project will not be constructed. The project will conform to all Village codes and ordinances, and will employ at least 15 people. This Sales Tax incentive would be provided to encourage outstanding sales performance of at least \$5 million per year. This incentive is based on new sales related at the new location, whereby the Village would receive 100 percent of the first \$5,850 in Village sales tax revenue per year, and RBT Industries would receive 50 percent of the Village non-home rule sales tax revenue in excess of \$5,850 each year for up to 10 years. Current sales tax revenue will be retained by the Village. Only verified New Village 1% Sales Tax revenue (non-Home Rule) will be shared each year through this agreement. The maximum incentive would be \$250,000 and is not guaranteed. This agreement was recommended for approval by the Economic and Commercial Commission, and by the Finance and Economic Development Committee at a meeting on April 4, 2014. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 11**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2014-R-018 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS) – **Trustee Maher**

**ACTION:** Discussion: The Village’s current Illinois Law Enforcement Alarm System (ILEAS) agreement has been in place since 2002 and has not been subject to any updates or modifications. As such, the ILEAS governing board has suggested several updates to the agreement. These updates include, but are not limited to the following:

1. **By Laws** – Under the proposed new agreement, the ILEAS by-laws are included in the agreement;
2. **Amendment Process** – The updated agreement allows for an amendment process to keep the agreement updated, as needed.
3. **Expanded Role** – the proposed agreement expands the definition of law enforcement personnel to include correctional officers.

The Village Attorney has reviewed the proposed agreement and found it to be acceptable. This item was discussed at the Public Safety Committee held on April 15, 2014 and recommended for approval. **This item is eligible for adoption.**

COMMENTS:

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**ITEM # 12**

SUBJECT: CONSIDER RESOLUTION 2014-R-005 AUTHORIZING A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK - **Trustee Staunton**

ACTION: Discussion: This item was tabled at the May 6, 2014 Village Board meeting. The proposed agreement would allow the Chicago Southland Fiber Network (CSFN) to install and maintain certain fiber optic equipment in existing Village owned infrastructure, including a network node at the 80<sup>th</sup> Avenue Train Station. The CSFN is a non for profit Illinois corporation. The purpose of the CSFN is to establish a fiber optic communications network to recruit new business and investment in the southland region. In exchange for access and use of the Village owned infrastructure, benefits to the Village will include, but are not limited to:

1. CSFN will provide four (4) strands of fiber for Village use at no cost;
2. CSFN will provide data transfer services to the Village at a government use rate of 50% below its retail rate; and
3. CSFN's government rate will apply to users attending events at the Tinley Park Convention Center.

The initial term of the lease will be for ten (10) years, with a five (5) year renewal option. This item was discussed at the Public Works Committee meetings held on January 14, and April 8, 2014, and recommended for approval. **If this Resolution is removed from the table this Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 13**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2014-R-012 AUTHORIZING AN AGREEMENT BETWEEN SOUTH SUBURBAN MAYORS AND MANAGERS AND THE VILLAGE OF TINLEY PARK – INDEFEASIBLE RIGHTS OF USE (IRU) AGREEMENT - **Trustee Staunton**

**ACTION:** Discussion: This Resolution was tabled at the Village Board meeting held on May 6, 2014. The South Suburban Mayors and Managers Association (SSMMA) established the Chicago Southland Fiber Network (CSFN), a non profit organization that will operate, maintain and expand fiber infrastructure & high market capacity internet/data services to potential clients in both public and private sectors. The CSFN identified the 80<sup>TH</sup> Avenue Train Station as a key location for a sub-regional hub for the fiber network. A lease agreement and Indefeasible Rights of Use (IRU) agreement with the Village has been developed. The agreements define the approved alignment of CSFN infrastructure within specific Village rights-of-way and the co-location of CSFN fiber in existing Village infrastructure. Specific benefits to the Village of Tinley Park include: 1) access to dedicated fiber for Village use; and 2) a 50% discount on internet provider services for government use, which includes Tinley Park Convention Center events. This item was discussed at the April 8, 2014 Public Works Committee and recommended for approval. **If this Resolution is removed from the table this Resolution is eligible for adoption.**

COMMENTS:

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**ITEM # 14**

**SUBJECT:** CONSIDER SETTING JUNE 19, 2014 AT 10:00 A.M. AS THE DATE AND TIME TO RECEIVE BIDS FOR THE 76<sup>TH</sup> AVENUE CULVERT REHABILITATION PROJECT – **Trustee Staunton**

**ACTION:** Discussion: Public Works requests consideration to set a bid date for the 76<sup>th</sup> Avenue Culvert Rehabilitation Project. The purpose work entails lining the existing metal culvert at two locations of the “76<sup>th</sup> Avenue Culvert.” This item was discussed at the Public Works Committee meeting held prior to this meeting. **Consider setting June 19, 2014 at 10:00 a.m. as the date and time to receive bids for the 76<sup>TH</sup> Avenue Culvert Rehabilitation Project.**

COMMENTS:

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**ITEM # 15**

**SUBJECT:** CONSIDER SETTING JUNE 19, 2014 AT 10:16 A.M. AS THE DATE AND TIME TO RECEIVE BIDS FOR THE PARING LOT, ALLEY, AND PLATFORM IMPROVEMENT PROJECTS – **Trustee Staunton**

**ACTION:** Discussion: Public Works requests consideration to set a bid date for the Parking Lot and Alley Way Improvement Project for the following locations:

Location #1 – **Post 2 Pump House:** The work to be performed at this location will consist of removal and replacement asphalt and concrete curb, installation of a concrete sidewalk, storm sewer, storm structures.

Location #2 – **Fire Station #2:** The scope of work at this location includes removal and replacement of the concrete driveway and sidewalk along 167<sup>th</sup> Street, concrete curb, storm structure/pipe.

Location #3 – **Public Works Facility:** The work to be performed at this location will consist of pavement patching parking lot.

Location #4 – **Ridgeland Avenue/64<sup>th</sup> Court:** The work to be performed at this location will consist of removal and replacement of asphalt pavement, pavement reconstruction, asphalt pavement resurfacing, installation of storm sewer, storm structures.

Location #5 – **80<sup>th</sup> Ave. Train Station Platforms:** The work to be performed at this location will consist of cleaning and staining the existing asphalt pedestrian platforms.

This item was discussed at the Public Works Committee meeting held prior to this meeting. **Consider setting June 19, 2014 at 10:16 a.m. as the date and time to receive bids for the Parking Lot and Alley Way Improvement Projects.**

**COMMENTS:**

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**ITEM # 16**

**SUBJECT:** CONSIDER ACCEPTING A WATER MAIN EASEMENT FROM CVS PHARMACY, 9551 171<sup>ST</sup> STREET - **Trustee Staunton**

**ACTION:** Discussion: CVS Pharmacy has agreed to grant a twenty (20) foot utility easement adjacent to the LaGrange Road right-of-way that will allow the Village to relocate 300 feet of twelve (12) inch diameter water main that is currently in conflict with the proposed roadway improvement. The relocation of this water main will be done by IDOT’s contractor as a change order to their existing work which includes the relocation of approximately 1,200 feet of Village water main. Cost for the easement is \$1,510. This item was discussed at the Public Works Committee meeting held prior to this meeting. **Consider accepting a water main easement at 9551 171<sup>st</sup> Street (Northwest Corner of 171<sup>st</sup> Street and LaGrange Road).**

COMMENTS:

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**ITEM # 17**

SUBJECT: CONSIDER ENTERING INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 REPRESENTING CERTAIN PUBLIC WORKS EMPLOYEES - **Trustee Staunton**

ACTION: Discussion: The Village and the International Union of Operating Engineers Local 150 recently completed successful collective bargaining agreement negotiations. The proposed agreement has a four year term and will expire on April 30, 2018. The agreement covers all major terms and conditions of employment for covered employees and is substantially similar to the existing agreement. Highlights of the proposed agreement include annual pay increases of 2.5%, subject to successful performance review and improvements to the overtime distribution structure and guidelines.  
**Consider authorizing the Mayor and Clerk to sign this agreement on behalf of the Village of Tinley Park.**

COMMENTS:

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**ITEM # 18**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2014-R-021 AUTHORIZING A LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COMCAST CABLE – **Trustee Leoni**

**ACTION:** Discussion: For the last twenty (20) years, the Village of Tinley Park and Comcast have had a lease agreement that allows Comcast to utilize Village property to house a communications facility. The proposed agreement would allow Comcast to continue to lease the Village property, for an additional five (5) years. Other highlights of the agreement include:

- 1) Rent – The initial annual rent to the Village is \$5,646.24. The agreement provides for up to (5) five additional (5) five year extensions. The rent will increase by 5% at each 5 (five) year extension;
- 2) Insurance – Comcast will be required to maintain liability insurance consistent with Village standards. Comcast will also indemnify the Village from claims associated with the lease agreement; and
- 3) Termination of the lease – Upon termination of the lease, Comcast has ninety (90) days to remove their equipment or it becomes property of the Village.

This item was discussed at the Budget & Administration Committee meeting held on March 29, 2014 and recommended for approval. **This Resolution is eligible for first reading.**

**COMMENTS:**

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**ITEM # 19**

**SUBJECT:** CONSIDER ORDINANCE NUMBER 2014-O-010 ADOPTING THE PREVAILING WAGE RATES FOR LABORERS, WORKERS AND MECHANICS CONTRACTUALLY EMPLOYED BY THE VILLAGE OF TINLEY PARK – **Trustee Leoni**

**ACTION:** Discussion: This is an annual ordinance required by State Statutes acknowledging and requiring that the prevailing wage rates be paid for all applicable work contracted by the Village. This requirement creates a “level playing field” for the labor costs of such contracted work. A copy of this Ordinance is required to be filed with the Illinois Department of Labor. **This Ordinance is eligible for adoption.**

**COMMENTS:**

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**ITEM # 20**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

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**ITEM # 21**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

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ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD MAY 6, 2014**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on May 6, 2014. President Zabrocki called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President:	Edward J. Zabrocki
Village Clerk:	Patrick E. Rea
Trustees:	David G. Seaman Gregory J. Hannon Brian S. Maher Thomas J. Staunton, Jr. Patricia A. Leoni T.J. Grady
Absent Trustee:	None
Also Present:	
Interim Village Manager:	Michael S. Mertens
Village Attorney:	Thomas M. Melody
Village Engineer:	Jennifer S. Prinz

Motion was made by Trustee Staunton, Jr., seconded by Trustee Leoni, to approve the agenda as written or amended for this meeting. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Leoni, to approve and place on file the minutes of the special Village Board meeting held on April 29, 2014. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items:

- A. CONSIDER REQUEST FROM NEUROFIBROMATOSIS MIDWEST TO CONDUCT A FUNDRAISER (TAG DAY) ON JUNE 7, 2014, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- B. CONSIDER REQUEST FROM CRISIS CENTER OF SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH AUGUST 12, 2014, WHEN WINNERS WILL BE DRAWN AT SILVER LAKE COUNTRY CLUB.
- C. CONSIDER REQUEST FROM ST. GEORGE SCHOOL TO CONDUCT A RAFFLE THROUGH MAY 18, 2014, WHEN WINNERS WILL BE DRAWN AT ST. GEORGE SCHOOL.
- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, MAY 23, 2014, ON THE 17200 TO 17300 BLOCK OF 70<sup>TH</sup> AVENUE.

E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$251,357.22 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 2, 2014.

Motion was made by Trustee Leoni, seconded by Trustee Staunton, Jr., to approve the consent agenda items. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: Maher. President Zabrocki declared the motion carried.

At this time, the Community Resource Commission **PRESENTED COMMUNITY SERVICE YOUTH SCHOLARSHIP AWARDS**. Six (6) \$1,000 scholarships will be awarded to students for providing outstanding community service while maintaining academic excellence. Applications were received and reviewed by five (5) judges who chose six (6) winners as follows:

Michael A. Anderson, Marian Catholic High School  
Courtney L. Carter, Victor J. Andrew High School  
Megan F. Kapala, Lincoln-Way North High School  
Robert J. Mathius, Tinley Park High School  
Sarah A. Rasmussen, Carl Sandburg High School  
Mitchell J. Vanderwey, Providence High Catholic School

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **RESOLUTION NUMBER 2014-R-020 DECLARING THE VILLAGE OF TINLEY PARK TO BE A MILITARY ORDER OF THE PURPLE HEART COMMUNITY**. In appreciation of the sacrifices our Purple Heart recipients have made in defending our freedom and the belief that it is important to acknowledge them for their courage and show them the support they have earned. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to adopt and place on file **RESOLUTION 2014-R-016 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF TINLEY PARK AND THE REGIONAL TRANSPORTATION AUTHORITY REGARDING A GRANT OF TECHNICAL ASSISTANCE TO CONDUCT A DEVELOPER PANEL FOR DOWNTOWN TINLEY PARK**. In August 2013, Village staff applied to the Regional Transportation Authority (RTA) for a technical assistance grant for a Developer Panel to provide developer-oriented advice concerning the implementation of our Legacy Plan and Legacy Code for Downtown. The Village was notified in September that our application was approved. A Memorandum of Understanding (MOU) was recently provided to the Village to execute the grant. The technical assistance is free and there is no Village match funding required. The Developer Panel will consist of two to four regional/national developers providing a half-day program consisting of stakeholder meetings and an advice workshop. The Village Attorney has reviewed the MOU and found it to be acceptable. The Planning and Zoning Committee reviewed the MOU on April 15, 2014, and recommended approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to adopt and place on file

**ORDINANCE NUMBER 2014-O-009 AUTHORIZING AN AGREEMENT TO CREATE LIEN BETWEEN THE VILLAGE OF TINLEY PARK AND JACQUELINE A. DEBLAKE REGARDING THE PAYMENT FOR CERTAIN PUBLIC IMPROVEMENT.** The property at 17709 Highland Avenue was previously annexed under Ordinance Number 2004-O-046. The owner has requested to connect to the Village's water and sanitary sewer systems due to issues with their existing well and septic systems. The homeowner's desire is to pay for the public improvements (connection fee) in installments, similar to what we have done through Special Assessment with other annexations and related utility hookups. This agreement is in lieu of creating a Special Assessment for only one property. The Village has used the agreement to Create Lien format for other properties under similar circumstances in the past. The agreement will allow the property owners to pay for the public improvement costs over fifteen (15) years in quarterly installments which will be added to their utility (water) bills. The homeowner finds the provisions of the lien agreement satisfactory. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **RESOLUTION NUMBER 2014-R-019 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR RBT INDUSTRIES LLC (THE GREAT ESCAPE).** This inducement agreement between the Village of Tinley Park and RBT Industries LLC is associated with the construction of a new 47,000 square foot The Great Escape retail store at 17200 South LaGrange Road in Tinley Park. This project is estimated to cost at least \$5 million, and have annual retail sales of at least \$5.5 million. "But For" the incentive, the developers confirm that the project will not be constructed. The project will conform to all Village codes and ordinances, and will employ at least 15 people. This Sales Tax incentive would be provided to encourage outstanding sales performance of at least \$5 million per year. This incentive is based on new sales related at the new location, whereby the Village would receive 100 percent of the first \$5,850 in Village sales tax revenue per year, and RBT Industries would receive 50 percent of the Village non-home rule sales tax revenue in excess of \$5,850 each year for up to 10 years. Current sales tax revenue will be retained by the Village. Only verified new Village 1% Sales Tax revenue (non-Home Rule) will be shared each year through this agreement. The maximum incentive would be \$250,000 and is not guaranteed. This agreement was recommended for approval by the Economic and Commercial Commission and by the Finance and Economic Development Committee at a meeting on April 4, 2014. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Grady, to place on first reading **RESOLUTION NUMBER 2014-R-018 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS).** The Village's current Illinois Law Enforcement Alarm System (ILEAS) agreement has been in place since 2002 and has not been subject to any updates or modifications. As such, the ILEAS governing board has suggested several updates to the agreement. These updates include, but are not limited to the following:

1. **Bylaws** – Under the proposed new agreement, the IELAS bylaws are included in the agreement;
2. **Amendment Process** – The updated agreement allows for an amendment process to keep the agreement updated, as needed.

3. **Expanded Role** – the proposed agreement expands the definition of law enforcement personnel to include correctional officers.

The Village Attorney has reviewed the proposed agreement and found it to be acceptable. This item was discussed at the Public Safety Committee held on April 15, 2014, and recommended for approval. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to remove from the table **RESOLUTION 2014-R-005 AUTHORIZING A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK.** Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to place on the table **RESOLUTION 2014-R-005 AUTHORIZING A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK** indefinitely. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to remove from the table **RESOLUTION NUMBER 2014-R-012 AUTHORIZING AN AGREEMENT BETWEEN SOUTH SUBURBAN MAYORS AND MANAGERS AND THE VILLAGE OF TINLEY PARK – INDEFEASIBLE RIGHTS OF USE (IRU) AGREEMENT.** Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to place on the table **RESOLUTION NUMBER 2014-R-012 AUTHORIZING AN AGREEMENT BETWEEN SOUTH SUBURBAN MAYORS AND MANAGERS AND THE VILLAGE OF TINLEY PARK – INDEFEASIBLE RIGHTS OF USE (IRU) AGREEMENT** indefinitely. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Leoni, to **AWARD THE CONTRACT FOR LANDSCAPE MAINTENANCE TO RIDGE LANDSCAPE OF MOKENA, ILLINOIS.** The service contract includes the mowing of all the Village maintained sites that are currently mowed by three (3) different contractors. Eight (8) bids were reviewed by the Village as follows:

<b>Contractor</b>	<b>Bid as Calculated for 3 years</b>	<b>2014</b>
<b>Ridge Landscape, Mokena, IL</b>	<b>\$548,952.00</b>	<b>\$182,984.00</b>
Kinsella Landscape, Blue Island, IL	\$715,728.00	\$238,576.00
Acres Group, Plainfield, IL	\$729,063.00	\$235,874.00
Twin Oaks Landscaping, Oswego, IL	\$780,054.60	\$247,440.00
Beverly Environmental LLC, Beverly, IL	\$885,000.00	\$295,000.00
Bick Paver Creations, Crestwood, IL	\$1,068,431.76	\$356,143.92
Dutch Valley Farm, Beecher, IL	\$1,144,198.00	\$389,028.00
Suburban Landscape, Chicago Heights, IL	Did not meet qualifications	
<b>Budgeted Amount</b>		<b>\$220,000.00</b>

The work for the regular landscape maintenance at Village owned properties includes the Village Hall, Police Station, Fire Houses, and Train Station parking lots. Funding is budgeted in the amount of \$220,000 and available in the approved Fiscal Year 2015 Budget. The low bid of \$182,984 is \$37,016 below the budgeted amount. The option to continue the contract in years two (2) and three (3) is at the Village's discretion per the terms of the proposed agreement. This item was discussed at the Public Works and Boundaries Committee meeting that was held on April 29, 2014. President Zabrocki noted that this item is in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to waive first reading, adopt and place on file **RESOLUTION NUMBER 2014-R-017 AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TENCO EXCAVATING, INC. FOR THE OAK PARK AVENUE WATER MAIN REPLACEMENT.** In February 2014, the Village awarded a contract to Tenco Excavating for water main repairs on Oak Park Avenue. Ten (10) bids were received by the Village and Tenco's bid of \$214,549 was the low bidder and also \$123,451 under the budgeted amount. Since the contract was awarded, staff, the Village Engineer and the contractor have identified \$13,380 in unit price material costs that will not be needed for the project due to on site field verifications. The proposed change order will allow the Village, at its sole discretion, to authorize overtime work to be performed on the project. This flexibility to authorize overtime will help ensure the project is completed in the most timely manner possible and minimize the project impact on surrounding local businesses. The total contract price will not exceed the original contract amount of \$214,549. This item was discussed at the April 29, 2014, Public Works Committee meeting and recommended for approval. In order to complete the project in a timely manner, waiver of first reading is requested for this resolution. President Zabrocki noted that this item is in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, **SET THE BID DATES AND TIMES FOR WATER MAIN REPLACEMENT PROJECTS.** Public Works request consideration by the Village Board to set a bid date for the following Water Main Replacement projects:

(1) **70<sup>th</sup> Court Water Main Replacement between 176<sup>th</sup> Street and 177<sup>th</sup> Street**

Bid Opening – May 22, 2014, at 10:01 a.m.

The Village seeks a qualified contractor to install approximately 925' of 8" water main.

(2) **Ottawa Avenue Water Main Replacement between 174<sup>th</sup> Street and Oriole Avenue**

Bid Opening – May 22, 2014, at 10:01 a.m.

The Village seeks a qualified contractor to install approximately 870' of 8" water main from approximately Oriole Avenue to 174<sup>th</sup> Street on Ottawa Avenue. The road is scheduled to be resurfaced during the Fiscal Year 2015 Pavement Management Program (PMP) and replacement of the main will be done before the PMP.

(3) **164<sup>th</sup> Place Water Main Replacement between 76<sup>th</sup> Avenue and Olcott Avenue**

Bid Opening - May 22, 2014, at 10:01 a.m.

The Village seeks a qualified contractor to install approximately 830' of 8" water main from approximately Olcott Avenue to 7600 West on 164<sup>th</sup> Place. The road is scheduled to be resurfaced during the Fiscal Year 2015 Pavement Management Program (PMP) and replacement of the main will be done before the PMP. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to **APPROVE THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FLOODWAY DELEGATION PROGRAM RECERTIFICATION FORM.** The Village of Tinley Park has been a delegated community under the Illinois Department of Natural Resources (IDNR) State Floodway Delegation Program since 1993. As a delegated community, the Village has the ability to complete reviews on floodplain management projects more efficiently and cost effectively than would otherwise be possible. In order to be eligible for delegated community status, three criteria must be met as follows:

1. The community must adopt a floodplain management ordinance that meets the minimum state and federal standards;
2. Be in good standing with the National Flood Insurance Program (NFIP); and
3. Have a professional engineer on staff or under contract to review the proposed floodway construction activity.

The Village meets all the necessary requirements for a delegated community and staff recommends that the Village continue its delegated status and pursue recertification. This item was discussed at the April 8, 2014, Public Works Committee meeting and recommended for approval. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Staunton, Jr., to place on first reading **ORDINANCE NUMBER 2014-O-010 ADOPTING THE PREVAILING WAGE RATES FOR LABORERS, WORKERS AND MECHANICS CONTRACTUALLY EMPLOYED BY THE VILLAGE OF TINLEY PARK.** This is an annual ordinance required by State Statutes acknowledging and requiring that the prevailing wage rates be paid for all applicable work contracted

by the Village. This requirement creates a “level playing field” for the labor costs of such contracted work. A copy of this Ordinance is required to be filed with the Illinois Department of Labor. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Staunton, Jr., to **APPOINT JACLYN M. ROMANOW TO THE POSITION OF QUALITY AND TRAINING COORDINATOR AT THE 911 CENTER.** Jackie Romanow has been a member of the Tinley Park 911 Center since 1994. She was promoted to the position of Administrative Assistant to the 911 supervisor in 1998. In January of 2014 she was promoted to the position of Quality and Training Coordinator. Recently she has led the successful implementation of the new 911 CAD system change over which has enhanced public safety dispatch within the Village of Tinley Park. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Staunton, Jr., to **APPOINT LISA A. KORTUM TO THE POSITION OF OPERATIONS COORDINATOR AT THE 911 CENTER.** Lisa Kortum has been a member of the 911 Center since 2000. She was promoted to the position of Lead Telecommunications Officer in 2005. During her career she has successfully handled thousands of public safety calls for service and provided leadership within the 911 center during its reorganization. It is recommended that Lisa Kortum be appointed to the position of 911 Operations Coordinator. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Maher, to APPOINT THE FOLLOWING STAFF FOR THE 2015 FISCAL YEAR:

#### **Administrative**

David Niemeyer, Village Manager  
 Michael S. Mertens, Assistant Village Manager  
 Steve J. Tilton, Assistant Village Manager  
 Jeanne S. Condon, Admin. Assistant to the Village Board  
 Judy Bruning, Admin Assistant to the Mayor  
 Patrick G. Horan, Director of Human Resources  
 Denise A. Maiolo, Deputy Director-Human Resources Dept

#### **Clerk's Dept**

Laura J. Godette, Deputy Village Clerk  
 Arthur Pierce, FOIA Co-ordinator

#### **Economic Development**

Ivan L. Baker, Director of Economic Development  
 Leonard W. Wiencek, Economic Deve. Specialist

#### **Building Dept**

Donald R. McNeely, Building Commissioner  
 Michael J. Chambers, Electrical Inspector  
 Gene C. Lode, Plumbing Inspector  
 Jean P. Bruno, Building Dept. Office Coordinator  
 Kenneth Karczewski, Code Enforcement Officer  
 Robert J. Zamzow, Health & Consumer Protection Officer

#### **Planning Dept**

Amy C. Connolly, Director of Planning  
 Michael A. Kowski, Jr. Planner II  
 Ronald R. Bruning, Zoning Administrator  
 Stephanie M. Kisler, Planner I

#### **Emergency Management/911**

Patrick J. Carr, Emergency Management/Communications  
 Director  
 Stephen W. Clemmer, Deputy EMA Director

#### **Finance Dept**

Brad L. Bettenhausen, Village Treasurer  
 Ruth E. Gibson, Senior Accountant  
 Eileen A. Scholz, Senior Accountant  
 Amelia S. Bayer, Accountant II  
 Heather Morandi, Accountant II

#### **Information Technology**

Stephen W. Clemmer, Lead Computer Technician  
 Dennis M. Maleski, Computer Technician  
 Ryan T. Boling, Computer Technician

#### **Fire Dept**

Kenneth C. Dunn, Fire Chief  
 Stephen C. Klotz, Deputy Fire Chief

#### **Fire Department**

Thomas R. Slepski, Assistant Fire Chief  
 S. Paul Cummins, Assistant Fire Chief  
 Douglas J Erwin, Assistant Fire Chief  
 Kristopher M. Dunn, Assistant Fire Chief  
 Claudette Flowers, Office Coordinator

#### **Marketing Dept**

Donna M. Framke, Director of Marketing  
 Vicki L. Sanchez, Special Events Coordinator  
 Jason M. Freeman, Public Information Officer

#### **Police Dept**

Steven A. Neubauer, Police Chief  
 Lorelei S. Mason, Deputy Police Chief  
 Charles S. Faricelli, Deputy Police Chief  
 Betty Calomino, Police Records Supervisor  
 Dina L. Navas, Community Service Officer  
 Douglas J. Alba, Crime Free Housing Officer (Community Service Officer)  
 Martin J. Figliulo Parking Lot Enforcement Officer (Community Service Officer)  
 Kimberly A. Tessmann, Animal Control Officer (Community Service Officer)  
 Pamela J. Yurko, Midnight Records Clerk

#### **Public Works Dept**

Dale R. Schepers, Director of Public works  
 Kevin Workowski, Assistant Public Works Director  
 Kelly C. Borak, Street Superintendent  
 John Urbanski, Facilities and Fleet Superintendent  
 Thomas A. Kopanski, Water and Sewer Superintendent  
 Terri L. Pignatiello, Public Works Office Coordinator  
 Lynn M. Mondry, Utility Billing Technician  
 Jeffrey L. Cossidente, Foreman  
 Mary D. Dobyms, Foreman  
 Jimmy D. Quinn, Foreman  
 David Galati, Foreman  
 Danny B. Quinn, Head Mechanic  
 Rebecca L. Sierra, Work Order Technician

#### **Village Attorney**

Thomas M. Melody, Village Attorney  
 (Klein, Thorpe & Jenkins)  
 Thomas P. Bayer, Village Prosecutor  
 (Klein, Thorpe & Jenkins)

#### **Engineering**

Christopher J. King, Village Engineer  
 (Robinson Engineering)  
 Jennifer S. Prinz, Village Engineer  
 (Robinson Engineering)

President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call: President Zabrocki declared the motion carried.

At this time, President Zabrocki asked if anyone from the Board or staff would care to address the Board.

No one came forward.

At this time, President Zabrocki asked if anyone from the Public would care to address the Board.

No one came forward.

Motion was made by Trustee Seaman, seconded by Trustee Staunton, Jr., to adjourn the regular Board meeting. Vote by voice call. President Zabrocki declared the motion carried and adjourned the regular Board meeting at 8:36p.m.

“PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.”

APPROVED:

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk

**BLOCK PARTY APPLICATION**

Village of Tinley Park  
16250 South Oak Park Avenue, Tinley Park, Illinois 60477  
Phone: 444-5000



Representative: Andrea Blount  
Address: 8306 164th ST Phone: 708-444-8313  
Organization: \_\_\_\_\_  
Specific Location of Party: 164th street  
Request Date: June 8th Alternate Date: \_\_\_\_\_  
Time: 11:00 am - 8 pm a.m. / p.m. To: \_\_\_\_\_ a.m. / (p.m.)  
Purpose: Block party  
Person or Persons In Charge:  
Name: Andrea Blount Phone: 708-444-8313  
Name: missy Geibel Phone: 708-774-4088  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

**PLEASE NOTE**

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Andrea Blount

Submit by Email

**VILLAGE USE ONLY**

Fire Chief: Approved  Not Approved   
Police Chief: Approved  Not Approved   
Village Clerk: Approved  Not Approved

Village Board: \_\_\_\_\_

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: May 2, 2014



APPLICATION FOR LICENSE TO CONDUCT RAFFLE  
(Good for one raffle)

1. NAME OF ORGANIZATION: Good Shepherd Manor Foundation

2. ADDRESS: 4129 N. State Route 1-17, Momence, IL 60954

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:  
P.O. Box 260, Momence, IL 60954

4. ADDRESS OF PLACE FOR RAFFLES DRAWING:  
The Odyssey Country Club, 19110 S. Ridgeland Ave., Tinley Park, IL 60477

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)

RELIGIOUS  CHARITABLE  LABOR   
FRATERNAL  EDUCATIONAL  VETERANS   
BUSINESS  Human Services

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 43 years

7. PLACE AND DATE OF INCORPORATION: Momence, IL March 1, 1971

8. NUMBER OF MEMBERS IN GOOD STANDING: n/a

9. PRESIDENT/CHAIRPERSON: Bruce Fitzpatrick, President

ADDRESS: 433 S. Cleveland, Bourbonnais, IL 60914

SOCIAL SECURITY NO. [REDACTED] DATE OF BIRTH [REDACTED]

10. RAFFLES MANAGER: Amy Carmack, Director of Development

ADDRESS: 1180 Cornell Drive, Bourbonnais, IL 60914

SOCIAL SECURITY NO. [REDACTED] DATE OF BIRTH [REDACTED]

11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)

NAME: Jan Jackson, Assistant Program Director, Development

ADDRESS: 1348 N.E. Circle Drive, Kankakee, IL

SOCIAL SECURITY NO. [REDACTED] DATE OF BIRTH [REDACTED]

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

From now until June 16, 2014

13. LOCATION OF SALES: Through GSM and The Odyssey Country Club, 19110 S. Ridgeland Ave., Tinley Park, IL 60477

14. LOCATION FOR DETERMINING WINNERS: The Odyssey Country Club

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

Monday, June 16, 2014

16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ 800.00

17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ 500.00

18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$ 10.00

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY) \$

TIME PERIOD FOR A LICENSE

**ATTESTATION**

"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for 5 years, preceding date of this application, and that during this entire 5 year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objects. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

NAME OF ORGANIZATION: Good Shepherd Manor Foundation

EXECUTIVE DIRECTOR: 

Voucher List  
Village of Tinley Park

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126016	5/9/2014	007103 SIMPSON, MICHAEL J.	050214		REFUND - OVERPAYMENT HEALTH- 86-00-000-20430	2,921.14
					<b>Total :</b>	<b>2,921.14</b>
126017	5/9/2014	008347 WILENSKY, STEVEN	043014		REFUND - OVERPAYMENT MARCH 86-00-000-20430	843.12
					<b>Total :</b>	<b>843.12</b>
<b>2 Vouchers for bank code : ap_py</b>						<b>Bank total : 3,764.26</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152824	5/9/2014	015182 A T & T	773R07118304		ACCT#773 R07-1183 721 6 4/28/14-5 11-00-000-72790	333.02 <b>Total : 333.02</b>
152825	5/9/2014	013066 ACCOUNTEMP	40278568		4/25/14 J PERSON PUBLIC WORKS 60-00-000-72790	417.69 <b>Total : 417.69</b>
152826	5/9/2014	016497 AMERICAN HEALTH & BEAUTY AIDS	050514		CONVENTION CENTER INCENTIVE 12-00-000-72986	2,725.00 <b>Total : 2,725.00</b>
152827	5/9/2014	002628 AMERICAN WATER CAPITAL CORP.	050114		APRIL'14 WATER TRTMNT BRKSDE 60-00-000-73225	64,249.62 <b>Total : 64,249.62</b>
152828	5/9/2014	002628 AMERICAN WATER CAPITAL CORP.	0514		DATA USAGE ACCT#300126 60-00-000-73225	308.44 <b>Total : 308.44</b>
152829	5/9/2014	002628 AMERICAN WATER CAPITAL CORP.	4000031811		USAGE DATA 60-00-000-73225	308.44 <b>Total : 308.44</b>
152830	5/9/2014	003166 B & J TOWING AND AUTO REPAIR	0005304		TRUCK SAFETY INSPECTIONS 01-24-000-72266 01-23-000-72266	23.50 47.00 <b>Total : 70.50</b>
152831	5/9/2014	010953 BATTERIES PLUS - 277	277-343863		BATTERIES 14-00-000-74150	140.00 <b>Total : 140.00</b>
152832	5/9/2014	016479 BEARNAN EQUIPMENT CO	134034	VTP-012108	INTERNAL REPAIRS TO GATOR 01-19-000-72540	1,242.75 <b>Total : 1,242.75</b>
152833	5/9/2014	012452 BERMAR STRIPPING, INC.	050714		TOUCH UP FURNITURE/VILLAGE M	

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152833	5/9/2014	012452 BERMAR STRIPPING, INC.	(Continued)		01-25-000-74110	250.00
					<b>Total :</b>	<b>250.00</b>
152834	5/9/2014	012511 BEST BUY BUSINESS ADVANTAGE	1588593		CANON EOS REBEL T51 01-35-000-73110	749.99
					<b>Total :</b>	<b>749.99</b>
152835	5/9/2014	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-13073-7 BTL-13073-8		BASIC CLEAN/FILTERS 4/28/14 01-25-000-72779 DISPOSAL OF HAZARDOUS WASTE 01-25-000-72779	6,440.00 915.00
					<b>Total :</b>	<b>7,355.00</b>
152836	5/9/2014	002974 BETTENHAUSEN CONSTRUCTION SERV	140036		HAULING WOOD CHIPS 01-23-000-72890	405.00
					<b>Total :</b>	<b>405.00</b>
152837	5/9/2014	010207 BISHOP, BRYAN	050314		PER DIEM: LODG,MEALS ACCIDEN 01-17-220-72140	877.65
					<b>Total :</b>	<b>877.65</b>
152838	5/9/2014	002923 BLACK DIRT INC.	16825		4 WHEELER PULVERIZED 01-23-000-73680	250.00
					<b>Total :</b>	<b>250.00</b>
152839	5/9/2014	012966 BOLING, THOMAS M.	04-14		ONENOTE,PROJECT MANAGEMEN 01-14-000-72650	5,962.50
					<b>Total :</b>	<b>5,962.50</b>
152840	5/9/2014	003031 BONO, KATHLEEN W.	6441		COURT REPORTER RE:NATIONAL \\ 01-31-000-72847	1,282.00
					<b>Total :</b>	<b>1,282.00</b>
152841	5/9/2014	011692 BYTE SIZED SOLUTIONS LLC	2638		SUBSCRIPTION 6/2014-5/2015 01-19-000-72655	3,600.00
					<b>Total :</b>	<b>3,600.00</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152842	5/9/2014	003243 CDW GOVERNMENT INC.	LM51366	VTP-012097	<IT> - TRANSCEIVER 01-14-000-72565	88.66
<b>Total :</b>						<b>88.66</b>
152843	5/9/2014	003229 CED/EFENGEE	5025-480660		THERMOSTAT,TERMINAL STRIP,FR 01-25-000-73570	141.19
			5025-480662		LAMP 01-24-000-73570	453.20
<b>Total :</b>						<b>594.39</b>
152844	5/9/2014	014026 CHANDLER SERVICES	18067		SPRINGS,PINS,WHEELS,CLAMP-E) 01-19-000-72540	3,633.35
			18074		TURBOCHARGER,O-RINGS,STUD,C 01-19-000-72540	5,023.72
<b>Total :</b>						<b>8,657.07</b>
152845	5/9/2014	013991 CHICAGO OFFICE PRODUCTS CO.	823112-0		STAMP,PAD 60-00-000-73110	27.50
					01-23-000-73110	27.49
					60-00-000-73110	5.00
					01-23-000-73110	4.99
			823439-0		XEROX PAPER 60-00-000-73110	22.40
					01-24-000-73110	11.19
					01-23-000-73110	22.40
<b>Total :</b>						<b>120.97</b>
152846	5/9/2014	013795 CHICAGO SUN-TIMES	0000241615		AD#100157280 4/1/14-4/30/14 01-48-000-72330	531.44
					01-14-000-72330	80.30
					01-23-000-72330	391.28
					01-48-000-72330	183.96
<b>Total :</b>						<b>1,186.98</b>
152847	5/9/2014	014740 CIVICPLUS	147155		ANNUAL FEE FOR HOSTING & SUP 01-35-000-72653	5,598.31
<b>Total :</b>						<b>5,598.31</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152848	5/9/2014	012315 CLASSY FLOWERS	001647		SYMPATHY ARRANGEMENT 01-17-205-73600	75.00
<b>Total :</b>						<b>75.00</b>
152849	5/9/2014	013171 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 PS 1735E 01-14-000-72125	219.85
<b>Total :</b>						<b>219.85</b>
152850	5/9/2014	013878 COMED - COMMONWEALTH EDISON	0381034206		ACCT#0381034206 LITE 17900 94TH 01-24-000-72510	117.79
			0567043065		ACCT#0567043065 LITE RT/25 7400 01-24-000-72510	478.84
			1219051038		ACCT#1219051038 0 178TH ST 80TH 60-00-000-72510	81.60
			2587063010		ACCT#2587063010 REAR TEMP 17E 12-00-000-72510	17.58
			2777112019		ACCT#2777112019 0 175TH ST & S/ 01-23-000-72510	372.34
			3153141151		ACCT#3153141151 LITE RT/25 1830 01-24-000-72510	552.35
			3214011009		ACCT#3214011009 16853 LAKEWOOD 60-00-000-72510	265.17
			5969041026		ACCT#5969041026 17572 S HARLEI 70-00-000-72510	32.07
			6771163043		ACCT#6771163043 0 87TH AVE 3PS 01-24-000-72510	2,761.87
			7063131025		ACCT#7063131025 7813 174TH ST I 60-00-000-72510	210.98
<b>Total :</b>						<b>4,890.59</b>
152851	5/9/2014	012410 CONSERV FS, INC.	1891473-IN		SUNNY/DELUX MIX 01-23-000-73680	196.50
			1893406-IN		EROSION BLANKETS 01-23-000-73680	105.19
<b>Total :</b>						<b>301.69</b>
152852	5/9/2014	012826 CONSTELLATION NEWENERGY, INC.	0014826760		POST#5 CUST ID#IL_48243 ACCT#1	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152852	5/9/2014	012826 CONSTELLATION NEWENERGY, INC.	(Continued)		60-00-000-72510	4,104.33
					<b>Total :</b>	<b>4,104.33</b>
152853	5/9/2014	016012 COOK COUNTY TREASURER	2014-1		TRAFFIC SIGNALS MAINT 1/1/14-3/31/14 70-00-000-72775	724.50
					01-24-000-72775	4,561.25
					<b>Total :</b>	<b>5,285.75</b>
152854	5/9/2014	003527 COUNTRYSIDE LAWN & GARDEN INC.	02-101759		DRUM,SPRING,PLATE,GRIP,BUSH 01-19-000-72530	61.20
					<b>Total :</b>	<b>61.20</b>
152855	5/9/2014	013548 CREATIVE PRODUCT SOURCING INC.	73107	VTP-012111	D.A.R.E. GRADUATION CERTIFICAT 84-00-000-20650	103.00
					<b>Total :</b>	<b>103.00</b>
152856	5/9/2014	003635 CROSSMARK PRINTING, INC	51685	VTP-012139	COLORING CONTEST SHEETS FOF 01-17-215-72310	200.00
					<b>Total :</b>	<b>200.00</b>
152857	5/9/2014	016393 CUSTOM PATCHES INC	CP539120	VTP-011974	CUSTOM DESIGN PATCHES 01-20-000-73605	690.00
					01-20-000-73605	18.50
					<b>Total :</b>	<b>708.50</b>
152858	5/9/2014	016496 DACAV INDUSTRIES INC.	1499		REFLECTIVE DECALS 01-19-000-72578	42.18
					<b>Total :</b>	<b>42.18</b>
152859	5/9/2014	003759 DARLEY & CO., W.S	17131348		NOZZLES 01-19-000-74184	183.20
					<b>Total :</b>	<b>183.20</b>
152860	5/9/2014	003905 DUBISH, PERRY	050514		PER DIEM:FUEL/POLICE MEMORIA 01-17-205-73530	53.50
					<b>Total :</b>	<b>53.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152861	5/9/2014	016505 DUQUE, ANDRES D & EUGENIA	Ref001302806		UB Refund Cst #00468660 due to Me 60-00-000-20599	100.25
					<b>Total :</b>	<b>100.25</b>
152862	5/9/2014	003770 DUSTCATCHERS INC	81063		MATS/PD 01-25-000-72790	63.57
			81065		MATS/PW GARAGE 01-25-000-72790	95.05
					<b>Total :</b>	<b>158.62</b>
152863	5/9/2014	016499 DYKHUIZEN, JOANNE	050614		REFUND 2ND QUARTER PARKING I 01-14-000-79099	60.00
					<b>Total :</b>	<b>60.00</b>
152864	5/9/2014	004009 EAGLE UNIFORM CO INC	230647		(REYNOLDS) PANTS 01-19-000-73610	48.50
			230671	VTP-011932	(CULBERTSON) PANTS/TAG/BADGE 01-19-000-73610	145.25
			230673	VTP-011919	(MAZZIOTTA) CAPTAIN UNIFORM IT 01-19-000-73610	195.00
				VTP-012073		
					<b>Total :</b>	<b>388.75</b>
152865	5/9/2014	012196 ELECTRO IND./GAUGE TECH	114504		METER UPGRADE 60-00-000-72520	557.00
				VTP-012095		
					<b>Total :</b>	<b>557.00</b>
152866	5/9/2014	015029 ENECON CORPORATION	P/E-19258		POST 1 FLOOR COATING 60-00-000-72520	950.00
				VTP-012082	60-00-000-72520	60.00
			P/E-19259		BELOW GROUND CONCRETE VAUI 60-00-000-72520	3,700.00
				VTP-012084	60-00-000-72520	325.00
					<b>Total :</b>	<b>5,035.00</b>
152867	5/9/2014	004119 ENVIROTEST/PERRY LABS INC	14-130255		COLIFORMS SAMPLES 60-00-000-72865	464.00
					<b>Total :</b>	<b>464.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152868	5/9/2014	015058 FLEETPRIDE	61012861		AIR PRIMARY 01-23-000-72540	89.89
			61093341		AIR FILTER 01-23-000-72540	127.00
<b>Total :</b>						<b>216.89</b>
152869	5/9/2014	012941 FMP	52-240354		INTAKE MANIFOLD SET,OIL SENS 01-20-000-72540	103.78
			52-245776		DEXOS-BLEND Q 01-19-000-72540	47.88
<b>Total :</b>						<b>151.66</b>
152870	5/9/2014	004535 GALLS	001903105		GALLS G4 SURFACE MOUNT LED 01-21-000-72540	130.00
<b>Total :</b>						<b>130.00</b>
152871	5/9/2014	012943 GODETTE CUSTODIAN, LAURA	050714		PETTY CASH/TIPS,SODA 01-11-000-72220	20.00
					01-14-000-73115	16.14
<b>Total :</b>						<b>36.14</b>
152872	5/9/2014	012942 GODETTE, LAURA	3405		COOKIE TRAY 01-13-000-72220	21.45
			6520045-0		REIM. EXP. UNIFORMS 01-13-000-73610	312.20
<b>Total :</b>						<b>333.65</b>
152873	5/9/2014	016506 GOESEL CHIROPRACTIC	Ref001302807		UB Refund Cst #00451892 60-00-000-20599	64.88
<b>Total :</b>						<b>64.88</b>
152874	5/9/2014	004538 GOLDY LOCKS	621208		REKEY LOCK 01-17-205-72540	25.00
<b>Total :</b>						<b>25.00</b>
152875	5/9/2014	016507 HANLEY, LYNN	Ref001302808		UB Refund Cst #00472025 60-00-000-20599	3.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152875	5/9/2014	016507 HANLEY, LYNN	016507		(Continued)	<b>Total : 3.29</b>
152876	5/9/2014	014491 HANSEN DOOR INC.	3192		PD/REPLACE DAMAGED BOTTOM S 01-25-000-72520	792.30 <b>Total : 792.30</b>
152877	5/9/2014	011901 HASAN, FADI	050214		PER DIEM:ADDT'L OWED FOR HOT 01-17-220-72140	77.14 <b>Total : 77.14</b>
152878	5/9/2014	008043 HD SUPPLY WATERWORKS, LTD.	C312438	VTP-012129	REPAIR PARTS 60-00-000-73630	1,276.14
			C324170	VTP-012107	METERS 60-00-000-74175	8,670.00
			C332870		ACCUSTREAM TRPL 60-00-000-74175	506.04
			C337625		CPLG 60-00-000-73630	17.58
			C351658		BALL VALVE 60-00-000-73630	67.80
					<b>Total : 10,537.56</b>	
152879	5/9/2014	010238 HOME DEPOT CREDIT SERVICES	59713		MAILBOX,POST,LUMBER 01-23-000-73840	370.67 <b>Total : 370.67</b>
152880	5/9/2014	012328 HOMER INDUSTRIES	S62851		WOODCHIPS 01-23-000-72890	1,000.00
			S63077		DROP CHARGE-WOODCHIPS 01-23-000-72890	600.00
					<b>Total : 1,600.00</b>	
152881	5/9/2014	014161 HOMER TREE CARE, INC.	67325-4		BILLING 4/EAB ASH TREE REMOVA 33-00-000-75630	273,006.55 <b>Total : 273,006.55</b>
152882	5/9/2014	014898 IACP	050614	VTP-012134	MEMBERSHIP/LORELEI S. MASON 01-17-205-72720	120.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152882	5/9/2014	014898 IACP	(Continued) 050614.	VTP-012133	MEMBERSHIP/CHARLES FARICELL 01-17-205-72720	120.00
<b>Total :</b>						<b>240.00</b>
152883	5/9/2014	013405 IAEI	050614		MEMBERSHIP/MICHAEL CHAMBER 01-30-000-72720	102.00
<b>Total :</b>						<b>102.00</b>
152884	5/9/2014	014340 IAEI	050614		IAEI SPRING MEETING 5/21/14-5/21/14 01-30-000-72170	225.00
<b>Total :</b>						<b>225.00</b>
152885	5/9/2014	014975 IFSAP	043014		MEMBERSHIP / DONNA BERAN 01-20-000-72720	45.00
<b>Total :</b>						<b>45.00</b>
152886	5/9/2014	004978 ILLINOIS ASSOC.OF CHF.POLICE	043014	VTP-012140	MEMBERSHIP/ CHARLES FARICELL 01-17-205-72720	100.00
<b>Total :</b>						<b>100.00</b>
152887	5/9/2014	005152 ILLINOIS CPA SOCIETY	10927 17081		2014-2015 MEMBERSHIP BRAD L. E 01-15-000-72720 MEMBERSHIP/EILEEN SCHOLZ 01-15-000-72720	295.00 295.00
<b>Total :</b>						<b>590.00</b>
152888	5/9/2014	014828 ILLINOIS DEPART.OF AGRICULTURE	050714		PEST CONTROL LICENSE/BRIAN B 01-23-000-72720	20.00
<b>Total :</b>						<b>20.00</b>
152889	5/9/2014	015497 ILLINOIS SECRETARY OF STATE	050814		LICENSE PLATE STICKERS RENEW 01-17-205-72860	1,010.00
<b>Total :</b>						<b>1,010.00</b>
152890	5/9/2014	005186 INTERSTATE BATTERY SYSTEM	191615		BATTERIES 01-25-000-73840	75.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152890	5/9/2014	005186	005186 INTERSTATE BATTERY SYSTEM	(Continued)		<b>Total : 75.90</b>
152891	5/9/2014	005310	K BROTHERS FENCE INC	042414	VTP-012041 CONVENTION CENTER FENCE SOL 17-00-000-75001	2,570.00 <b>Total : 2,570.00</b>
152892	5/9/2014	016181	KISLER, STEPHANIE	050114	REIM. EXP. MILEAGE 121 @ \$0.56 01-31-000-72130	67.76 <b>Total : 67.76</b>
152893	5/9/2014	005379	KLEIN, THORPE & JENKINS, LTD	042814	LEGAL SERVICES THRU 3/31/14 01-14-000-72850 01-14-000-72855 01-14-000-72850 042814 CREDIT FROM TRUST 01-14-000-72850	7,100.00 1,323.00 47,741.24  -129.00 <b>Total : 56,035.24</b>
152894	5/9/2014	015660	KOPANSKI, THOMAS	050714	REIM EXP: TRAIN FARE/MEETING 60-00-000-72170	15.75 <b>Total : 15.75</b>
152895	5/9/2014	005507	LEGAT ARCHITECTS INC.	0043909	VTP-011986 LIGHTING REPLACEMENT, SERVIC 30-00-000-73570	3,127.62 <b>Total : 3,127.62</b>
152896	5/9/2014	014190	LEHIGH HANSON	5412490	STONES 60-00-000-73860 01-23-000-73860 70-00-000-73860	146.02 73.02 24.33 <b>Total : 243.37</b>
152897	5/9/2014	014846	LORENCE, BRUCE	05/01/2014	MAY14 LGB TRAIN MONTHLY MAIN 73-67-000-72530	30.00 <b>Total : 30.00</b>
152898	5/9/2014	007100	M. E.SIMPSON COMPANY, INC	25403	METERS TESTED 4/1/14-4/18/14 60-00-000-72726	3,910.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152898	5/9/2014	007100 M. E.SIMPSON COMPANY, INC	(Continued) 25418		LINE LOCATION 17017 OAK PARK A 60-00-000-72513	390.00
			25431		LEAK SURVEY/65 MILES WATER M/ 60-00-000-72513	10,400.00
			25432		520 FIRE HYDRANTS FLOW TESTIN 60-00-000-72790	24,960.00
<b>Total :</b>						<b>39,660.00</b>
152899	5/9/2014	013059 MAIOLO, DENISE	040114		APRIL'14 REIM. EXP.MILEAGE 52.5 01-12-000-72130	29.44
<b>Total :</b>						<b>29.44</b>
152900	5/9/2014	005703 MAJESTY MAINTENANCE INC.	0047892-IN		MAY'14 JANT SERV VILLAGE HALL 01-25-000-72525	1,000.00
			0047893-IN		MAY'14 JANT SERV PUBLIC SAFET 01-25-000-72525	700.00
			0047902-IN		MAY'14 JANT SERV TRAIN STATION 73-67-000-72525	115.00
			0047909-IN		MAY'14 JANT SERV/PD, 7850 183RC 01-25-000-72525	875.00
			0047910-IN		MAY'14 JANT SERV POLICE SHOOT 01-25-000-72525	40.00
			0047911-IN		MAY'14 JANT SERV PUBLIC WORKS 01-25-000-72525	260.00
<b>Total :</b>						<b>2,990.00</b>
152901	5/9/2014	012631 MASTER AUTO SUPPLY, LTD.	65438		IDLER PULLEYS 01-23-000-72540	17.83
<b>Total :</b>						<b>17.83</b>
152902	5/9/2014	016495 MEAGHER, SANDY	050114		MAILING TUBE 01-31-000-72110	7.01
<b>Total :</b>						<b>7.01</b>
152903	5/9/2014	006074 MENARDS	42217		SOLAR GROUP,HIGH GROVE STEE 01-23-000-73840	175.31

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152903	5/9/2014	006074 MENARDS	(Continued) 42582		DECOR SWITCH 01-25-000-73570	9.86
			42660		STARTER BOX,PLUG 01-25-000-73570	20.87
			42666		NOZZLE 01-23-000-73840	11.28
			42841		OAK PANEL,SWITCH,DECOR PLATE 01-25-000-72520	33.99
			42858		POST CEMENT,MOUNT,MAILBOX P 01-23-000-73840	197.62
			42923		NIPPLES,COUPLING,PAIL 60-00-000-73630	104.04
			43207		BLADE,LEVELING GUIDE,T-NUT,W 01-25-000-73410	15.99
					01-25-000-73840	12.81
					<b>Total :</b>	<b>581.77</b>
152904	5/9/2014	015688 MIKE'S PRO P8TING	042814		FIRE ST #1 RADIO ROOM/PATCH & 01-19-000-72524	660.00
					<b>Total :</b>	<b>660.00</b>
152905	5/9/2014	013941 MORRILL & ASSOCIATES, P.C.	3927		LEGISLATIVE REPRESENTATION M 01-14-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
152906	5/9/2014	005299 MSC INDUSTRIAL SUPPLY CO	6490017001		CABLE TIE,HAND PAD,BATTERY CC 60-00-000-72540	28.22
					01-24-000-72540	28.22
					01-23-000-72540	28.23
					01-17-205-72540	42.30
					01-30-000-72540	14.10
					<b>Total :</b>	<b>141.07</b>
152907	5/9/2014	014443 MURPHY & MILLER, INC.	215998		80TH AV METRA/HVAC MAINT BILLI 73-80-000-72530	738.00
			215999		80TH AV METRA ST REFRIG.MAINT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152907	5/9/2014	014443 MURPHY & MILLER, INC.	(Continued)			
			217030		73-80-000-72530 MATERIAL SALES SUPPLIED COMF 01-25-000-72530	984.00 189.09
					<b>Total :</b>	<b>1,911.09</b>
152908	5/9/2014	015577 NEUBAUER, STEVE	050214		PER DIEM:MEAL,FUEL/POLICE MEM 01-17-205-72130	301.03
					<b>Total :</b>	<b>301.03</b>
152909	5/9/2014	016503 NFPA	612094OY		NAT'L ELECTRICAL CODE 01-24-000-73590	243.20
					<b>Total :</b>	<b>243.20</b>
152910	5/9/2014	015723 NICOR	96019958527		ACCT#96-01-99-5852 7 7999 W TIME 73-80-000-72511	274.11
					<b>Total :</b>	<b>274.11</b>
152911	5/9/2014	006178 NORMAN'S	61491		CLEANING 83-00-000-72923	52.00
					<b>Total :</b>	<b>52.00</b>
152912	5/9/2014	013599 OFFICE DEPOT	707221638001		RECORD BOOK,BINDER,SHEETS 01-19-000-73110	114.85
					<b>Total :</b>	<b>114.85</b>
152913	5/9/2014	016379 OLSSON ROOFING COMPANY INC	94947-00	VTP-011801	FIRE STATION 3 ROOF REPAIRS 30-00-000-75103	3,450.00
					<b>Total :</b>	<b>3,450.00</b>
152914	5/9/2014	010135 ONSITE COMMUNICATIONS USA, INC	40915		LABOR/FIRE RADIO SYSTEM REPA 01-17-210-72550	2,200.00
					<b>Total :</b>	<b>2,200.00</b>
152915	5/9/2014	013096 PACE SYSTEMS, INC.	IN00004473	VTP-011988 VTP-011988	NETWORK CAMERA 30-00-000-74604 01-17-205-72750	7,910.00 2,000.00

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152915	5/9/2014	013096	013096 PACE SYSTEMS, INC.		(Continued)	<b>Total : 9,910.00</b>
152916	5/9/2014	006475	PARK ACE HARDWARE		025450/2 PRUNING BLADE	
					01-23-000-73410	4.79
					043899/1 ADHESIV, UTIL KNIFE	
					01-23-000-73410	12.57
					043912/1 COUPLE,HACKSAW,PIPE,CEMENT	
					01-23-000-73410	12.27
					043920/1 CLOTH,SOLDER,BALL VALVE,TOOL	
					01-23-000-73410	69.96
					043923/1 VINYL TUBE	
					01-23-000-73870	1.56
					044010/1 SUPER GLUE	
					01-23-000-73410	5.58
					044039/1 KEYS	
					01-23-000-73840	15.95
					044042/1 DECOR & SWITCH PLATE	
					01-25-000-73570	1.83
					044098/1 TIELITE,POST MAIL	
					01-23-000-72840	63.98
					044104/1 SANDPAPER	
					01-25-000-73410	1.00
					044109/1 PROPANE EXCHANGE	
					60-00-000-73520	25.58
					01-24-000-73520	12.80
					01-23-000-73520	25.58
					<b>Total :</b>	<b>253.45</b>
152917	5/9/2014	012107	PARK HILL CAR WASH & LUBE		040114 FULL SERVICE 4/1/14-4/30/14	
					01-17-205-72540	59.00
					<b>Total :</b>	<b>59.00</b>
152918	5/9/2014	006727	PATTEN INDUSTRIES, INC #774539		P50C0854536 GAS PEDAL ASSEMBLY AND VALVE	
				VTP-012121	01-23-000-72530	937.96
					P50R0100282 CREDIT / CORE RETURN	
					01-23-000-72530	-635.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152918	5/9/2014	006727 006727 PATTEN INDUSTRIES, INC #774539	(Continued)			<b>Total : 302.46</b>
152919	5/9/2014	001654 PCS INDUSTRIES	162121		TOWELS 01-25-000-73580	303.00 <b>Total : 303.00</b>
152920	5/9/2014	006598 PERSHA, DARREN M.	050514		PER DIEM: FUEL,CAR WASH/POLIC 01-17-205-73530 01-17-205-72540	48.45 6.00 <b>Total : 54.45</b>
152921	5/9/2014	015491 PIZZO & ASSOCIATES, LTD.	13315 13316	VTP-011425 VTP-011391	179TH ST & IROQUOIS BERM 65-00-000-72591 APPLE POND SHORELINE STEWAF 65-00-000-72591	4,905.64 2,800.50 <b>Total : 7,706.14</b>
152922	5/9/2014	006498 POLICE CHIEFS ASSC OF WILL CO	043014	VTP-012132	MEMBERSHIP/ CHARLES FARICELLI 01-17-205-72720	35.00 <b>Total : 35.00</b>
152923	5/9/2014	016387 POLLARDWATER.COM	I379208-IN	VTP-011875	SERVICE LINE THAWER, MAGIKIST 60-00-000-73630	4,100.00 <b>Total : 4,100.00</b>
152924	5/9/2014	015995 PORTER LEE CORPORATION	14342		SUPPORT FEE 6/2014-5/2015 01-17-225-72655	5,250.00 <b>Total : 5,250.00</b>
152925	5/9/2014	012902 PRO PARTS INC.	155372 155401	VTP-012145 VTP-012145 VTP-012145 VTP-012145 VTP-012145 VTP-012145 VTP-012145	15W-40 BULK OIL 01-42-000-72540 01-53-000-73535 01-21-000-73535 01-19-000-73535 01-24-000-73535 01-23-000-73535 60-00-000-73535 CREDIT/OIL	111.12 111.12 55.56 55.56 55.56 444.50 277.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152925	5/9/2014	012902 PRO PARTS INC.	(Continued)		01-19-000-73535	-8.00
					01-21-000-73535	-8.00
					01-24-000-73535	-8.00
					01-42-000-72540	-16.00
					01-53-000-73535	-16.00
					60-00-000-73535	-40.01
					01-23-000-73535	-64.01
					<b>Total :</b>	<b>951.23</b>
152926	5/9/2014	006539 PROPER, WILLIAM	043014		REIM. EXP. LODG,MEALS/LIFE SAF	
					01-20-000-72170	437.25
					<b>Total :</b>	<b>437.25</b>
152927	5/9/2014	012268 REGIONAL TRUCK EQUIPMENT CO	189166		TRAFFIC CONE HOLDER HORIZ MT	
					01-24-000-72540	38.21
					<b>Total :</b>	<b>38.21</b>
152928	5/9/2014	015230 RIDGE LANDSCAPE SERVICES LLC	3697		APRIL'14 LAWN MAINT	
					01-23-000-72881	3,400.00
					<b>Total :</b>	<b>3,400.00</b>
152929	5/9/2014	006874 ROBINSON ENGINEERING CO. LTD.	14040147		PROJ#05-287.01 TP-I80 ACCESS JL	
					30-00-000-72840	26,783.30
					<b>Total :</b>	<b>26,783.30</b>
152930	5/9/2014	006874 ROBINSON ENGINEERING CO. LTD.	14040226		PROJ#13-281.04 TP OAK PARK AVE	
					62-00-000-75705	3,563.75
			14040227		PROJ#13-378.04 TP POST 1 WEST	
					62-00-000-75702	3,348.00
			14040234		PROJ#12-571 TP POST 7 SANITARY	
					60-00-000-72840	3,551.25
			14040235		PROJ#13-394 TP 2013 SANITARY SI	
					60-00-000-72840	2,785.43
			14040260		PROJ#14-005.04 TP MUTCD INVEN	
					30-00-000-73830	6,891.50
					<b>Total :</b>	<b>20,139.93</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152931	5/9/2014	013234	ROMEDEVILLE FIRE ACADEMY	2014-140	(POPP) WATER RESCUE OPERATIC	
				VTP-011840	01-19-000-72145	425.00
			2014-140.	VTP-012047	(SLAGER) WATER RESCUE CLASS	
					01-19-000-72145	425.00
					<b>Total :</b>	<b>850.00</b>
152932	5/9/2014	007629	SAM'S CLUB DIRECT	1817	COPY PAPER	
				4277	01-20-000-73110	111.52
					CUTLERY,WATER,PLATE,ADD ROLI	
					01-14-000-73115	8.30
					01-14-000-73110	9.27
					01-14-000-73115	12.50
					60-00-000-73115	12.50
					01-30-000-73110	12.50
					01-31-000-73110	12.50
			6918		CHARCOAL	
					60-00-000-72220	21.58
					01-24-000-72220	10.78
					01-23-000-72220	21.58
			8655		COPY PAPER	
					01-56-000-73110	83.64
					<b>Total :</b>	<b>316.67</b>
152933	5/9/2014	014962	SANCHEZ, LAURA	050314	PER DIEM: LODG,MEALS/TRAFFIC ,	
					01-17-220-72140	877.65
					<b>Total :</b>	<b>877.65</b>
152934	5/9/2014	015314	SANCHEZ, VICKI	663462156	REIM. EXP. STICEKRS,PROPS,STAI	
					83-00-000-72923	45.75
					<b>Total :</b>	<b>45.75</b>
152935	5/9/2014	010969	SEXTON PROPERTIES R.P., LLC	5012014-16	SEMI SOIL/FEE	
					60-00-000-73681	152.04
					01-23-000-72890	65.16
					<b>Total :</b>	<b>217.20</b>
152936	5/9/2014	015405	SSACOP	050614	MEMBERSHIP/CHARLES FARICELL	

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152936	5/9/2014	015405 SSACOP	(Continued)	VTP-012131	01-17-205-72720	50.00
<b>Total :</b>						<b>50.00</b>
152937	5/9/2014	012238 STAPLES BUSINESS ADVANTAGE	3229490148		POST-ITS,CVR REPORT,SHEARS,T 01-14-000-73110	146.14
			3229490149		WORKSAVER 8 TAB COLOR 01-14-000-73110	37.18
<b>Total :</b>						<b>183.32</b>
152938	5/9/2014	015452 STEINER ELECTRIC COMPANY	S004665956.002		FACEPLATE 01-25-000-73570	12.02
			S004672927.001		RACEWAY TEE,BASE,CVR,ANCHOF 60-00-000-72528	110.89
			S004673956.001		FLUOR LAMPHOLDER 01-25-000-73570	15.67
<b>Total :</b>						<b>138.58</b>
152939	5/9/2014	005521 STEPHEN A. LASER ASSOCIATES	2003554		ASSESSMENT POLICE OFFICER JA 01-40-000-72846	1,100.00
<b>Total :</b>						<b>1,100.00</b>
152940	5/9/2014	007438 SUB TRAILER HITCH, INC.	10540		PLATE LABOR 01-20-000-73870	163.00
<b>Total :</b>						<b>163.00</b>
152941	5/9/2014	010602 SUNGARD PUBLIC SECTOR INC	80713		4/14/14 WM ALLEN HOTEL/LODGIN 33-00-000-75810	332.64
<b>Total :</b>						<b>332.64</b>
152942	5/9/2014	007297 SUTTON FORD INC./FLEET SALES	363753		CREDIT / CORE RETURN 01-17-205-72540	-100.00
			364642		SHOCK AB 01-17-205-72540	114.88
			364738		LAMP ASY 60-00-000-72540	33.73
			364741		END	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152942	5/9/2014	007297 SUTTON FORD INC./FLEET SALES	(Continued)		01-23-000-72540	123.11
					<b>Total :</b>	<b>171.72</b>
152943	5/9/2014	013215 T.K. IND.	2046		MAILBOX POSTS 01-23-000-73840	298.00
					<b>Total :</b>	<b>298.00</b>
152944	5/9/2014	016502 TASSONE, VINCENT	70911		REIM.EXP. DAMAGE TO PROPERTY 01-17-205-72541	89.00
					<b>Total :</b>	<b>89.00</b>
152945	5/9/2014	007886 THEODORE POLYGRAPH SERVICE	4206		#5 TELECOM POLY/BRIDGET BAUK 01-40-000-72846	135.00
					<b>Total :</b>	<b>135.00</b>
152946	5/9/2014	004490 TINLEY PARK POLICE DEPT.	043014		PETTY CASH/MILEAGE REIM,MTG,( 01-17-205-72130 01-17-205-72170 01-17-205-72220 01-17-215-72220 01-17-220-72170	40.50 69.00 28.72 17.35 15.00
					<b>Total :</b>	<b>170.57</b>
152947	5/9/2014	007770 TRACE AMBULANCE SERV., INC.	050114		MONTH OF SERVICE MAY14 01-21-000-72856	67,141.58
					<b>Total :</b>	<b>67,141.58</b>
152948	5/9/2014	014510 TRUGREEN PROCESSING CENTER	17592005		CUST#2805120171 TREE/SHRUB 78 01-25-000-72881	140.00
			17593019		CUST#2805120189 TREE/SHRUB 79 01-25-000-72881	89.00
			17829833		LAWN PLAN 76TH AVE 161ST TO 16 01-23-000-72881	275.00
			17829840		LAWN PLAN 7850 183RD ST 01-25-000-72881	70.00
			17829847		LAWN PLAN 7980 183RD ST	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152948	5/9/2014	014510 TRUGREEN PROCESSING CENTER	(Continued)			
			17858245		01-25-000-72881 LAWN PLAN 179TH & 80TH AVE	78.00
			17858248		70-00-000-72881 LAWN PLAN 9191 175TH ST	447.00
					01-25-000-72881	35.00
					<b>Total :</b>	<b>1,134.00</b>
152949	5/9/2014	014745 TRU-LINK FENCE	35821	VTP-012085	16635 TOWER CT FENCE	
					60-00-000-72745	3,290.00
					<b>Total :</b>	<b>3,290.00</b>
152950	5/9/2014	007987 UNITED METHODIST CHURCH	050114		MAY14 COMMUTER PARKING LOT F	
					70-00-000-72621	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
152951	5/9/2014	008057 USA BLUE BOOK	322162		HOSE 2"	
			326746		01-25-000-72530 PAINT	162.87
			330438		60-00-000-72513 HACH FLUORIDE POCKET II	432.29
			332698		60-00-000-73550 CREDIT / HOSE 2'	505.87
			333076		01-25-000-72530 RUST-OLEUM GLOSS BLACK	-133.95
			333143		01-24-000-73620 RUST-OLIEM GLOSS BLACK	122.41
					01-24-000-73620	176.24
					<b>Total :</b>	<b>1,265.73</b>
152952	5/9/2014	016504 VAN BRUGGEN, LORI	050914		REIM. EXP. MAILBOX REPAIR	
					01-23-000-73840	239.00
					<b>Total :</b>	<b>239.00</b>
152953	5/9/2014	008085 VERMEER MIDWEST/VERMEER IL	P73977		OIL FILTER,FUEL FILTER	
					01-23-000-72530	413.96
					<b>Total :</b>	<b>413.96</b>

Voucher List  
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152954	5/9/2014	006362 VILLAGE OF OAK LAWN	1-9990015-00		WATER USAGE ACCT#1-9990015-00 60-00-000-73220	859,474.72
<b>Total :</b>						<b>859,474.72</b>
152955	5/9/2014	015149 VOORHEES ASSOCIATES, LLC	1-3-014-0051		POLICE SERGEANT PROMOTIONAL 01-40-000-72846	4,950.00
<b>Total :</b>						<b>4,950.00</b>
152956	5/9/2014	011055 WARREN OIL CO.	I0841163		N.L. GAS USED 4/23/14-4/28/14 01-17-205-73530 01-19-000-73530 01-20-000-73530 01-21-000-73530 60-00-000-73530 01-23-000-73530 01-24-000-73530 01-30-000-73530 01-32-000-73530 01-12-000-73530 01-14-000-73532 01-14-000-73531 01-14-000-73533 14-00-000-73530	5,587.98 251.22 353.95 335.27 514.58 1,373.76 307.72 201.26 67.24 69.58 28.02 121.41 126.08 93.84
			I0841164		DIESEL USED 4/11/14-4/28/14 01-19-000-73545 60-00-000-73545 01-23-000-73545 01-24-000-73545 01-14-000-73532 01-53-000-73545 01-42-000-73545 01-14-000-73531	2,419.26 203.57 2,238.45 142.16 88.90 447.52 473.72 6,034.21
<b>Total :</b>						<b>21,479.70</b>
152957	5/9/2014	013263 WEST SIDE TRACTOR SALES	S07753		FILTER ELEMENT,OIL FILTER 60-00-000-72530	93.31
			S07754		OIL FILTER,FILTER ELEMENT,BREA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152957	5/9/2014	013263 WEST SIDE TRACTOR SALES	(Continued)			
			S07755		60-00-000-72530	228.83
					CREDIT / FUEL,AIR,OIL FILTERS,FIL	
					60-00-000-72530	-321.48
					<b>Total :</b>	<b>0.66</b>
<b>134</b>	<b>Vouchers for bank code :</b>	<b>apbank</b>			<b>Bank total :</b>	<b>1,582,695.03</b>
<b>136</b>	<b>Vouchers in this report</b>				<b>Total vouchers :</b>	<b>1,586,459.29</b>

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

\_\_\_\_\_ Village President

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

\_\_\_\_\_ Date

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152958	5/16/2014	015182 A T & T	708429984305		ACCNT#70842998434037, SERVICE 11-00-000-72790	247.94 <b>Total : 247.94</b>
152959	5/16/2014	013066 ACCOUNTEMP	40326491		Jacquelyn Person Wk End Dt 5/2/14 60-00-000-72790	696.15 <b>Total : 696.15</b>
152960	5/16/2014	002832 ADDISON BUSINESS SYSTEMS	1122547		SERVICE FOR SHREDDER, 01-17-205-72530	298.00 <b>Total : 298.00</b>
152961	5/16/2014	010318 ADVOCATE CHRIST MEDICAL CNTR	042914		PROCESSING FEE FOR BLS INSTR 01-20-000-73606	10.00 <b>Total : 10.00</b>
152962	5/16/2014	014472 AERO RUBBER COMPANY, INC.	051414		Rental of Warehouse space from 5/1/ 01-35-000-72790	7,200.00 <b>Total : 7,200.00</b>
152963	5/16/2014	002734 AIR ONE EQUIPMENT, INC	95099	VTP-012016	UNIFORMS AND GEAR 01-20-000-73610 01-20-000-73610	743.00 30.00 <b>Total : 773.00</b>
152964	5/16/2014	002452 AMERIGAS-LANSING	3029269192		ACCT #201490841- 7980 W 183rd St 60-00-000-73520 01-24-000-73520 01-23-000-73520	79.37 39.68 79.37 <b>Total : 198.42</b>
152965	5/16/2014	002923 BLACK DIRT INC.	16869		4-WHEELER PULVERIZED 01-23-000-73680	375.00 <b>Total : 375.00</b>
152966	5/16/2014	015254 BLUE SKY CONTRACTOR SUPPLY LLC	MIN024607	VTP-012130	SPEED-CRETE 01-23-000-73790	1,288.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152966	5/16/2014	015254	015254 BLUE SKY CONTRACTOR SUPPLY L (Continued)			<b>Total : 1,288.80</b>
152967	5/16/2014	003026	BROOK ELECTRICAL DISTRIBUTION	S003072491.001	CONDUIT	
				VTP-012088	01-24-000-73570	2,125.00
					01-24-000-73570	454.20
					<b>Total :</b>	<b>2,579.20</b>
152968	5/16/2014	003504	C & M PIPE & SUPPLY CO., INC	151398	CONCRETE STRUCTURES FOR SE	
				VTP-012102	60-00-000-73790	1,650.00
					<b>Total :</b>	<b>1,650.00</b>
152969	5/16/2014	003735	CAREFREE LAWN SPRINKLERS, INC	212358	VILLAGE LAWN SPRINKLERS, FIRE	
				VTP-012043	01-23-000-72790	431.40
			212399	VTP-012043	VILLAGE LAWN SPRINKLERS, POLI	861.47
			212412	VTP-012043	VILLAGE LAWN SPRINKLERS, TRAI	142.78
					<b>Total :</b>	<b>1,435.65</b>
152970	5/16/2014	013478	CARROLL, MICHAEL F.	TP1131	Admin Hearing Officer, May 2014	
					01-14-000-72876	525.00
					<b>Total :</b>	<b>525.00</b>
152971	5/16/2014	016523	CART BLUE TEAM	042914	BLUE TEAM ANNUAL TOOL ASSES	
					01-19-000-72644	150.00
					<b>Total :</b>	<b>150.00</b>
152972	5/16/2014	003229	CED/EFENGEE	5025-480766	SYL	
					01-25-000-73570	87.78
				5025-480786	CLR E18MOG HPS Lamp 67533	
					01-24-000-73570	665.23
					<b>Total :</b>	<b>753.01</b>
152973	5/16/2014	013171	COMCAST CABLE	8771401810026955	ACCT#8771401810026955 17355 68	
					01-21-000-72750	50.57
					<b>Total :</b>	<b>50.57</b>
152974	5/16/2014	013878	COMED - COMMONWEALTH EDISON	8363023007	ACCT#8363023007 0 179TH ST & 82	

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152974	5/16/2014	013878 COMED - COMMONWEALTH EDISON	(Continued)		60-00-000-72510	125.03
					<b>Total :</b>	<b>125.03</b>
152975	5/16/2014	016522 COMPTON, MARY A	050714-13		PHOTOGRAPHY CLASS/HANDS ON 01-35-000-72170	150.00
					<b>Total :</b>	<b>150.00</b>
152976	5/16/2014	012522 CONNEY SAFETY PRODUCTS, LLC	04679055		Mesh Vest - Uniform 60-00-000-73845 01-24-000-73845 01-23-000-73845	68.85 34.41 68.85
					<b>Total :</b>	<b>172.11</b>
152977	5/16/2014	012826 CONSTELLATION NEWENERGY, INC.	0014843089		POST#2 ACCT ID#1-EI-2434 CUST I 60-00-000-72510	5,847.31
			0014856666		POST#1 ACCT ID#1-EI-2731 CUST I 60-00-000-72510	3,698.78
			0014856667		POST#6/ACCT#1-EI-2369 CUST ID# 60-00-000-72510	453.78
			0014856668		POST#7/ACCT#1-EI-2367 CUST ID# 60-00-000-72510	864.49
					<b>Total :</b>	<b>10,864.36</b>
152978	5/16/2014	016519 CRAWFORD, JOSEPH	051314		Vehicle Sticker Refund 06-00-000-79005	1.50
					<b>Total :</b>	<b>1.50</b>
152979	5/16/2014	015820 CREATIVE BRICK & CONCRETE	370331		4X8,8X8 BRICKS - VETERANS WALL 33-00-000-75610	476.11
					<b>Total :</b>	<b>476.11</b>
152980	5/16/2014	003436 CREATIVE CAKES	043014		REFUND DISCOVER TINLEY 01-46-000-72981	50.00
					<b>Total :</b>	<b>50.00</b>
152981	5/16/2014	003635 CROSSMARK PRINTING, INC	24901		Village of Tinley Park regular envelop 01-14-000-72310	388.60

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
152981	5/16/2014	003635 CROSSMARK PRINTING, INC	(Continued) 24902		Business Breakfast Program 2014 01-45-000-72310	325.88	
			24903		Water Improvement Booklets 60-00-000-72310	119.71	
					<b>Total :</b>	<b>834.19</b>	
152982	5/16/2014	003759 DARLEY & CO., W.S	17133742		BALL LOCATOR 01-19-000-74184	25.66	
			17135362		HOSE 01-23-000-72530	122.78	
					<b>Total :</b>	<b>148.44</b>	
152983	5/16/2014	003792 DARVIN FURNITURE	111868581		TWIN X-LONG MATTRESS, 3 BED F 01-19-000-72524	1,229.35	
			111875248	VTP-011848	TWIN EXTRA LONG BOX 01-19-000-72524	365.65	
					<b>Total :</b>	<b>1,595.00</b>	
152984	5/16/2014	016518 DECHERT LLP	05/12/2014		LEGAL FOR LA GRANGE RD WATEI 60-00-000-72850	500.00	
				VTP-012169		<b>Total :</b>	<b>500.00</b>
152985	5/16/2014	004009 EAGLE UNIFORM CO INC	230710		UNIFORMS M. RANDALL 01-19-000-73610	113.95	
			230918	VTP-012076	UNIFORMS - A/C CHRIS DUNN 01-19-000-73610	278.29	
					<b>Total :</b>	<b>392.24</b>	
152986	5/16/2014	004010 ED & JOE'S PIZZA	032414		REIMB FOR PRIZES FOR BUNNY H 83-00-000-72923	313.77	
					<b>Total :</b>	<b>313.77</b>	
152987	5/16/2014	016439 EL COCO MIO	0059239		ARTIST/SPONSOR BENCH RECEIPT 83-00-000-72923	1,650.00	
					<b>Total :</b>	<b>1,650.00</b>	
152988	5/16/2014	016514 EUREKA COLLAGE	050814		ROBERT MATHIUS ID#MA4270706 C		

Voucher List  
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152988	5/16/2014	016514 EUREKA COLLAGE	(Continued)		01-46-000-72920	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
152989	5/16/2014	004334 FABISZAK, MARK	051414		Per Diem, Northern Illinois Motor 01-17-220-72140	30.00
					<b>Total :</b>	<b>30.00</b>
152990	5/16/2014	004176 FEDEX (FEDERAL EXPRESS)	2-645-31147		ACCT#3525-0053-4 SHIPPING 01-14-000-72110 01-31-000-72110	22.55 33.55
					<b>Total :</b>	<b>56.10</b>
152991	5/16/2014	013867 FIREDYNE ENGINEERING, P.C.	14-027		2014 BLDG CODE DEVELOPMENT, 01-30-000-72841	1,422.00
					<b>Total :</b>	<b>1,422.00</b>
152992	5/16/2014	016508 FIRSTENERGY SOLUTIONS CORP.	132540065		POST#9 ACCT#132540065 04/2/14- 60-00-000-72510	51.50
					<b>Total :</b>	<b>51.50</b>
152993	5/16/2014	004362 FIVE ALARM FIRE & SAFETY EQUIP	139535-1 139690-0		HURST PREVENTATIVE SERVICE & 01-19-000-72530 RESCUE 42 TRUCK KIT - COMPOSE 30-00-000-74196	4,227.00 6,581.00
					<b>Total :</b>	<b>10,808.00</b>
152994	5/16/2014	015058 FLEETPRIDE	61115086		AIR FILTER 01-23-000-72540	123.00
					<b>Total :</b>	<b>123.00</b>
152995	5/16/2014	012941 FMP	52-246421 52-246442 52-246455		GPD 6512268 for 19B PD 01-17-205-72540 SAFETY AMX GPNB48100XL 01-23-000-73845 Belt F for Crown Victoria 01-17-205-72540	242.18 19.98 69.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
152995	5/16/2014	012941 012941 FMP			(Continued)	<b>Total : 331.16</b>
152996	5/16/2014	011611 FOX VALLEY FIRE & SAFETY CO.	831809		FIRE ALARM INSPECTION-PUBLIC I 01-25-000-72122	133.00 <b>Total : 133.00</b>
152997	5/16/2014	002877 G. W. BERKHEIMER CO., INC.	272040		R-22 30LB REFRIGERANT 01-25-000-72530	278.05 <b>Total : 278.05</b>
152998	5/16/2014	004447 GLOBAL CROSSINGS TELECOMM.	9034645856		Monthly Service 01-14-000-72120	10.48 <b>Total : 10.48</b>
152999	5/16/2014	004542 GO PROMOTIONS	135060		Police Car Magnets 01-17-215-73600	413.15 <b>Total : 413.15</b>
153000	5/16/2014	004493 GORDON FOOD SERVICE INC.	768096710		Supplies for Senior Center 01-56-000-72937	148.06 <b>Total : 148.06</b>
153001	5/16/2014	014491 HANSEN DOOR INC.	3201		Level door at Public Works building 01-25-000-72520	109.50 <b>Total : 109.50</b>
153002	5/16/2014	008043 HD SUPPLY WATERWORKS, LTD.	C355123 C369526 C371152 C371213	VTP-012136	REPAIR LID,LID W/PLUG,CPLG,CUF 60-00-000-73630 METER 60-00-000-74175 3" METERS 60-00-000-74175 SUPPLIES/HARDWARE 60-00-000-73631	327.00 288.00 8,745.00 393.55 <b>Total : 9,753.55</b>
153003	5/16/2014	015090 IJOA	050914		IJOA/IDOA CONF FEE JUNE 2015 01-17-205-72170	625.00

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153003	5/16/2014	015090	015090 IJOA		(Continued)	<b>Total : 625.00</b>
153004	5/16/2014	005165	ILLINOIS STATE POLICE	051414-1	Case 13-26004 10-00-000-72934	176.36
				051414-2	Case 13-22090 10-00-000-72934	377.00
				051414-3	Case 13-23119 10-00-000-72934	860.00
					<b>Total :</b>	<b>1,413.36</b>
153005	5/16/2014	005127	INGALLS OCCUPATIONAL MEDICINE	CP206280	DRUG SCREEN 4/28/14 01-24-000-72735	55.00
					<b>Total :</b>	<b>55.00</b>
153006	5/16/2014	005025	INTERNATIONAL CODE COUNCIL INC	INV0419283	PLN REVW-LIVELY WORKS OUT BL 01-30-000-72844	550.00
					<b>Total :</b>	<b>550.00</b>
153007	5/16/2014	004982	INTERN'TL ASSOC.FOR PROPERTY &	L1379527	TRAINING/VICTORIA SEDOROOK C 01-17-205-72140	325.00
					<b>Total :</b>	<b>325.00</b>
153008	5/16/2014	004875	IRMA	13272	APRIL'14 OPTIONAL DEDUCTIBLE 01-17-205-72541 01-23-000-72541 01-14-000-72541	6,515.08 3,129.46 7,500.00
				13325	APRIL'14 MONTHLY DEDUCTIBLE 01-14-000-72541 01-17-205-72541 01-19-000-72541 01-23-000-72541	2,500.00 3,879.16 222.95 4,569.74
				MAR2014	OPTIONAL MONTHLY DEDUCTIBLE 01-17-205-72541 01-23-000-72541	-1,755.47 1,040.40
				MARCH2014	MONTHLY DEDUCTIBLE-MARCH 20 01-17-205-72541 01-19-000-72541	-3,445.87 76.90

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153008	5/16/2014	004875 IRMA	(Continued)		01-23-000-72541	617.91
					<b>Total :</b>	<b>24,850.26</b>
153009	5/16/2014	005199 JOHNNY'S BODY SHOP	016120		REPAIR FENDER #671	
			016121		01-21-000-72540	224.61
					REPAIR FENDER #681	
					01-21-000-72540	317.00
					<b>Total :</b>	<b>541.61</b>
153010	5/16/2014	005310 K BROTHERS FENCE INC	051914		80TH TRAIN STATION FENCING	
				VTP-011635	33-00-000-75126	1,855.00
					<b>Total :</b>	<b>1,855.00</b>
153011	5/16/2014	016516 KOLOMS, HARVEY X	051214		LEGAL SERVICES/LAGRANGE WAT	
				VTP-012165	60-00-000-72850	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
153012	5/16/2014	014783 LEGACY GIRLS	200TPS		FINAL PAYMENT FOR LEGACY GIRL	
					01-56-000-72937	1,088.00
					<b>Total :</b>	<b>1,088.00</b>
153013	5/16/2014	016511 LENTZ, BELINDA	051214		REFUND REMAINDER 2ND QUARTER	
					01-14-000-79099	60.00
					<b>Total :</b>	<b>60.00</b>
153014	5/16/2014	001245 LEWIS UNIVERSITY	200607380		#200607380 PATRICK J CARR TUITI	
					01-21-000-72143	2,220.00
					<b>Total :</b>	<b>2,220.00</b>
153015	5/16/2014	014402 LEXISNEXIS RISK DATA MGMNT INC	1038013-20140430		Services for Searches	
					01-17-225-72852	75.95
					<b>Total :</b>	<b>75.95</b>
153016	5/16/2014	005537 LORENDO, STEVEN	050814		REIMBURSEMENT FOR MEETING 8	
					01-20-000-72170	420.84
					<b>Total :</b>	<b>420.84</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153017	5/16/2014	016510 LOSEY, MARK	050914		REFUND RECEIVED DUPL VEHICLE 06-00-000-79005	50.00
<b>Total :</b>						<b>50.00</b>
153018	5/16/2014	013858 LOWE'S HOME CENTER, INC.	9998080		Mailbox and Post 01-23-000-73840	94.95
<b>Total :</b>						<b>94.95</b>
153019	5/16/2014	016396 MACF INC	050814		Membership, Doug Alba, Mid-America 01-17-217-72720	25.00
<b>Total :</b>						<b>25.00</b>
153020	5/16/2014	013969 MAP AUTOMOTIVE OF CHICAGO	40-274081		Elmnt Asy & Filter Asy 60-00-000-72540 01-23-000-72540 01-17-205-72540	36.96 36.96 212.74
<b>Total :</b>						<b>286.66</b>
153021	5/16/2014	012631 MASTER AUTO SUPPLY, LTD.	108		Oil 01-17-205-72540	2.39
			136		Wix Filter~ 60-00-000-72540 01-24-000-72540 01-23-000-72540 01-19-000-72540 01-17-205-72540 01-30-000-72540 01-14-000-72540 01-21-000-72540	21.14 4.66 4.66 4.66 6.22 3.12 1.56 1.56
			2		BRASS FITTINGS & TEES, STREET: 01-23-000-72540	4.32
<b>Total :</b>						<b>54.29</b>
153022	5/16/2014	005844 MCDONALD'S	033114		CELL MEALS - March 2014 01-17-220-72230	74.18
			043014		CELL MEALS - April 2014 01-17-220-72230	119.41

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153022	5/16/2014	005844 MCDONALD'S			(Continued)	<b>Total : 193.59</b>
153023	5/16/2014	006074 MENARDS	42938		14 PC BUNGEE ASST, 3" SPRING C	
			43335		01-20-000-73870	36.66
			43336		Returned solar lights	
			43367		01-23-000-73840	-98.40
			43414		POST CEMENT,LUMBER ,BIT SET,K	
			43421		01-23-000-73840	260.34
			43447		Lights for benches	
			43454		83-00-000-72923	53.39
			43503		18 GALLON TUFF TOTE - FOR BENC	
			43524		83-00-000-72923	59.90
					QUALITY BOARD, STOPS RUST, BL	
					01-19-000-73410	164.69
					Pistol Grip Greasegun~	
					01-25-000-73410	31.76
					LEDS	
					01-25-000-73570	24.96
					PLBG SUPPLIES	
					01-25-000-73630	5.17
					8" Tie UV 100 Bag~	
					60-00-000-73870	7.72
					01-24-000-73870	3.84
					01-23-000-73870	7.72
					<b>Total :</b>	<b>557.75</b>
153024	5/16/2014	005742 METRO POWER INC.	9939		GENERATOR REPAIR BROOKSIDE	
			9940	VTP-012044	60-00-000-72525	375.05
				VTP-012045	GENERATOR REPAIR BROOKSIDE	
					60-00-000-72525	255.60
					<b>Total :</b>	<b>630.65</b>
153025	5/16/2014	015580 MIDWEST COMMERCIAL, INC.	14-3070		RADIO ROOM & STORAGE ROOM/F	
					30-00-000-75002	305.00
					<b>Total :</b>	<b>305.00</b>
153026	5/16/2014	014443 MURPHY & MILLER, INC.	216000		MAINT 5/1/14-7/31/14 PS GARAGE,\	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153026	5/16/2014	014443 MURPHY & MILLER, INC.	(Continued)		01-25-000-72790 73-67-000-72790	1,834.66 500.00
					<b>Total :</b>	<b>2,334.66</b>
153027	5/16/2014	006216 NORTH EAST MULTI-REG TRAINING	181871		CLOSE QUARTER HANDGUN SKILL 01-17-220-72140	600.00
					<b>Total :</b>	<b>600.00</b>
153028	5/16/2014	006221 NORTHERN SAFETY CO. INC.	900881772		GLOVES 60-00-000-73845 01-23-000-73845 01-24-000-73845 60-00-000-73845 01-23-000-73845 01-24-000-73845	80.30 80.30 40.14 8.00 8.00 3.99
					<b>Total :</b>	<b>220.73</b>
153029	5/16/2014	006388 O'HERN, MICHAEL E.	051314		Per diem for NIMO Refresher Confere 01-17-220-72140	30.00
					<b>Total :</b>	<b>30.00</b>
153030	5/16/2014	010702 O'MALLEY, JOHN D.	050714		BACKGRD/RUAIRI BURKE 01-23-000-72446	125.00
					<b>Total :</b>	<b>125.00</b>
153031	5/16/2014	006475 PARK ACE HARDWARE	044119/1 044125/1 044132/1 044133/1 044134/1 044164/1		FASTENERS,PACKING SHEET 01-23-000-73840 CEDAR MAILBOX SIDING/SHIN 01-23-000-73840 PAINTBRUSH 01-25-000-73620 ROPE, PVC GROUND, SNAP QUIK F 01-19-000-73410 MAILBOX RURAL TIELITE,HOUSE N 01-23-000-73840 PHILIP PN SMS	18.00 63.99 2.39 47.42 25.63

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153031	5/16/2014	006475 PARK ACE HARDWARE	(Continued)			
			044165/1		60-00-000-73840 Timline Plu Mail Black 01-23-000-73840	6.79 47.99
					<b>Total :</b>	<b>212.21</b>
153032	5/16/2014	015964 PARMESAN'S STATION INC.	043014		REFUND DISCOVER TINLEY 01-46-000-72981	50.00
					<b>Total :</b>	<b>50.00</b>
153033	5/16/2014	016509 PEPPO'S	043014		REFUND DISCOVER TINLEY 01-46-000-72981	50.00
					<b>Total :</b>	<b>50.00</b>
153034	5/16/2014	006531 PROFFITT, CYNTHIA	043014		REIM. EXP. MILEAGE 22.80 @ \$0.56 01-21-000-72130	12.77
					<b>Total :</b>	<b>12.77</b>
153035	5/16/2014	006850 QUILL CORPORATION	2731121 2793212		ENV,LTR,PENS,CLIPS,STAPLES,LAI 01-30-000-73110 Assort retrctabl dryerase marker 01-30-000-73110	188.25 9.34
					<b>Total :</b>	<b>197.59</b>
153036	5/16/2014	013125 RAY'S AUTO BODY	22864		SERVICE #204 DRIVER DOOR HING 01-19-000-72540	333.02
					<b>Total :</b>	<b>333.02</b>
153037	5/16/2014	016334 RUSH TRUCK CENTERS OF ILLINOIS	13209787 13209972		CLAMP,FILTER 01-23-000-72540 AUTOMOBILE MAINTENANCE 01-23-000-72540	135.15 89.66
					<b>Total :</b>	<b>224.81</b>
153038	5/16/2014	016513 SAINT LOUIS UNIVERSITY	050914		MITCHELL VANDERWAY ID#0007110 01-46-000-72920	1,000.00
					<b>Total :</b>	<b>1,000.00</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153039	5/16/2014	007316 SALINA'S PASTA & PIZZA INC	043014		REFUND DISCOVER TINLEY 01-46-000-72981	50.00
<b>Total :</b>						<b>50.00</b>
153040	5/16/2014	007629 SAM'S CLUB DIRECT	09063		Copy Paper 01-17-205-73110	278.80
			4985		VENDING/WATER 01-25-000-73115	3.51
					01-30-000-73110	3.50
					01-31-000-73110	3.50
					60-00-000-73115	27.52
					01-24-000-73115	13.76
					01-23-000-73115	27.52
					01-14-000-73115	38.80
					01-14-000-73110	0.01
			7720		OFFICE SUPPLIES 01-14-000-73115	16.60
					01-14-000-73110	27.88
					01-23-000-73110	39.86
					01-30-000-73110	27.88
					01-31-000-73110	27.88
					60-00-000-73115	12.58
					01-24-000-73115	6.27
					01-23-000-73115	12.58
					01-14-000-73115	9.88
			9076		WATER AND COPY PAPER 01-14-000-73115	15.92
					01-14-000-73110	27.88
					60-00-000-72635	27.88
					01-30-000-72310	27.88
					01-31-000-72310	27.88
<b>Total :</b>						<b>705.77</b>
153041	5/16/2014	007092 SAUNORIS	422999		SOIL,RIVER ROCK,HARDWOOD,SH 83-00-000-72923	938.36
			423654		Hardwood Fines 83-00-000-72923	-45.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153041	5/16/2014	007092 007092 SAUNORIS			(Continued)	<b>Total : 893.36</b>
153042	5/16/2014	013980 SELECTIVE OPPORTUNITIES, INC.	042014	VTP-012090	MATERIAL FOR MAILBOX REPAIRS 01-23-000-73840	667.60 <b>Total : 667.60</b>
153043	5/16/2014	016115 SHARP MILL GRAPHICS, INC.	1064		6x3 foot Street Banner - Summer Eve 83-00-000-72310	412.50 <b>Total : 412.50</b>
153044	5/16/2014	014346 SILK SCREEN EXPRESS, INC.	52192	VTP-011810	Bravest Quilted Jacket~ 01-19-000-73610	622.00 <b>Total : 622.00</b>
153045	5/16/2014	008688 ST. XAVIER UNIVERSITY	050914		SARAH RASMUSSEN ID#0741646 C 01-46-000-72920	1,000.00 <b>Total : 1,000.00</b>
153046	5/16/2014	007224 STANDARD EQUIPMENT COMPANY	C91983		6 ALL78200 Plexus, Polish 01-19-000-72540 01-17-205-72540 01-19-000-72540 01-17-205-72540	101.22 101.22 6.75 6.74 <b>Total : 215.93</b>
153047	5/16/2014	012238 STAPLES BUSINESS ADVANTAGE	3230288259 3230288260		COLORED PAPER,CORR ROLLER,C 01-14-000-73110 CERT,FOLDER,PAPER,PENS,CLIPS 01-14-000-73110	36.54 122.77 <b>Total : 159.31</b>
153048	5/16/2014	004400 THE GORMAN GROUP, LTD.	051414 051414-2		Services-Downtown South Street 19-00-000-72790 SERVICES-DOWNTOWN NORTH S 19-00-000-72790	3,750.00 3,750.00 <b>Total : 7,500.00</b>
153049	5/16/2014	007930 TRANSUNION	4400729		Credit Reports and Employment Repc	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153049	5/16/2014	007930 TRANSUNION	(Continued)		01-17-225-72852	80.56
					<b>Total :</b>	<b>80.56</b>
153050	5/16/2014	007876 TRINIDAD, ANTHONY	051314		Per diem for NIMO Refresher Confere 01-17-220-72140	30.00
					<b>Total :</b>	<b>30.00</b>
153051	5/16/2014	014745 TRU-LINK FENCE	35837		FENCE 2 BKYARDS MEET 8101 ME/ 60-00-000-72745	350.00
					<b>Total :</b>	<b>350.00</b>
153052	5/16/2014	016512 TYGART, JARED	050914		REFUND DUPL VEHICLE STICKER 06-00-000-79005	25.00
					<b>Total :</b>	<b>25.00</b>
153053	5/16/2014	004106 TYLER TECHNOLOGIES, INC	025-93546	VTP-012159	<FIN> - TYLER/EDEN CUSTOM COL 01-15-000-72655	855.72
					<b>Total :</b>	<b>855.72</b>
153054	5/16/2014	002592 USA MOBILITY WIRELESS, INC.	X6092566E		ACCT#6092566-6 5/1/14-5/31/14 01-11-000-72125 01-19-000-72125 01-17-205-72125 60-00-000-72125 01-23-000-72125 01-24-000-72125 01-21-000-72125	33.92 512.71 593.06 89.37 163.40 24.51 284.95
					<b>Total :</b>	<b>1,701.92</b>
153055	5/16/2014	012368 VISION INTEGRATED GRAPHICS,LLC	455137		MAY 1, 2014 WATER BILLS PRINTEI 60-00-000-72310	1,668.04
			455138		LATE NOTICES FOR APRIL 1, 2014 60-00-000-72310 60-00-000-72110	384.26 542.43
					<b>Total :</b>	<b>2,594.73</b>
153056	5/16/2014	009591 WEINER, MARGARET	9503		REIMBURSEMENT FOR ICE CREAM	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
153056	5/16/2014	009591 WEINER, MARGARET	(Continued)		01-56-000-72937	14.94	
						<b>Total :</b>	<b>14.94</b>
<b>99 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>120,719.08</b>
<b>99 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>120,719.08</b>

The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.

\_\_\_\_\_ Village President

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

\_\_\_\_\_ Date

**ITEM # 4**

**CONSIDER RECOGNIZING THE RECENT  
PROMOTIONS OF FOUR (4) FIRE  
DEPARTMENT LIEUTENANTS TO THE  
RANK OF CAPTAIN -**

**TRUSTEE MAHER**

**ITEM # 5**

**CONSIDER RECOGNIZING THE  
PROMOTION OF OFFICER ROBERT  
DIORIO TO POLICE SERGEANT  
EFFECTIVE MAY 21, 2014 -**

**TRUSTEE MAHER**

**ITEM # 6**

**CONSIDER RECOGNIZING THE  
PROMOTION OF OFFICER WILLIAM  
RINGHOFER TO POLICE SERGEANT  
EFFECTIVE MAY 21, 2014 -**

**TRUSTEE MAHER**



## *PROCLAMATION*

### ***PUBLIC WORKS WEEK*** ***May 18<sup>th</sup> to May 24<sup>th</sup>, 2014***

**WHEREAS**, public works services provided in the Village of Tinley Park are an integral part of citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, public buildings, and municipal fleets; and

**WHEREAS**, the health, safety, and comfort of the Village of Tinley Park greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities as well as their planning, design and construction is vitally dependent upon the efforts and skills of public works employees at all levels; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

**NOW, THEREFORE, I**, Edward J. Zabrocki, President of the Village of Tinley Park, Illinois, do hereby proclaim the week of May 18<sup>TH</sup> through May 24<sup>th</sup>, 2014 as

#### ***PUBLIC WORKS WEEK***

in the Village of Tinley Park, and I call upon the citizens of this great community to recognize the importance of public works operations to the high quality of living in the Village of Tinley Park.

**APPROVED** this 20<sup>th</sup> day of May, 2014.

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk



## **RESOLUTION 2014-R-020**

### **DECLARING THE VILLAGE OF TINLEY PARK TO BE A MILITARY ORDER OF THE PURPLE HEART COMMUNITY**

**WHEREAS**, the Village of Tinley Park is a south suburban family community of 58,000 citizens located outside of Chicago, Illinois and is comprised of avid supporters of our Military Veteran population and their families; and

**WHEREAS**, the Purple Heart is the oldest military decoration in use today, which evolved from the Badge of Military Merit created on August 7<sup>th</sup>, 1782 by General George Washington for the common soldier; and

**WHEREAS**, the Purple Heart is awarded to members of the United State Armed Forces that have been wounded or killed in combat with a declared enemy of the United States of America; and

**WHEREAS**, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat wounded veterans and their families, promote patriotism, support legislative initiatives, and, most importantly, make sure we never forget; and

**WHEREAS**, Chapter #252 of the Military Order of the Purple Heart, which is located in the Village of Tinley Park and had its first Badge of Merit/ Purple Heart and Medal of Honor awarded to Corporal Henry Hardenberg in the American Civil War, is comprised of a highly-decorated veteran population whom served in every war and conflict, including ex-POWs and those whom have bore wounds in battle since General of the Army John J. Pershing in 1918 recommended the current Purple Heart Medal, in which almost 2 million American Men and Women have been awarded ; and

**WHEREAS**, members of the Chapter #252 have served as officers of the State of Illinois Military Order of the Purple Heart; and

**WHEREAS**, the members have safeguarded and displayed a unique first ever Movable Memorial Wall of Honor displaying the ceramic tile portraits of Illinois' Post 9/11 Fallen at the Veteran's of Foreign War Post 2791; and

**WHEREAS**, members participate in every Patriotic community event and volunteer their time and personal history to students with the Village of Tinley Park school districts; and

**WHEREAS**, we appreciate the sacrifices our Purple Heart recipients have made in defending our freedom and believe it is important that we acknowledge them for their courage and show them the support they have earned; and

**NOW, THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Illinois, Cook and Will Counties, on behalf of over 58,000 citizens, herein represented, that the Village of Tinley Park is a "**Purple Heart Village**".

**APPROVED THIS 20<sup>th</sup> DAY OF MAY, 2014.**

\_\_\_\_\_  
Edward J. Zabrocki  
Village President

\_\_\_\_\_  
Patrick E. Rea  
Village Clerk

\_\_\_\_\_  
Trustee David G. Seaman

\_\_\_\_\_  
Trustee Gregory J. Hannon

\_\_\_\_\_  
Trustee Brian S. Maher

\_\_\_\_\_  
Trustee Thomas J. Staunton, Jr.

\_\_\_\_\_  
Trustee Patricia A. Leoni

\_\_\_\_\_  
Trustee T. J. Grady



# Memorandum

Planning Department

TO: Interim Manager Mike Mertens  
FROM: Amy Connolly, Planning Director  
RE: El Coco Mio License Agreement  
DATE: May 15, 2014

As you know, we have been working with the owners of El Coco Mio since last summer to complete a license agreement for outdoor dining within the Village's public right-of-way (ROW). The arrangement of the patio area outside of their building is essentially ½ on private property and ½ within the right-of-way.

In consultation with the Village Attorney and the Village's Risk Management consultants, IRMA, we have developed a set of standards for the provision of liability insurance to protect the Village in case of an accident within our ROW or an accident involving a patron that imbibed on the patio areas within the ROW.

The Village has general agreement with El Coco Mio to sign the license agreement and to accept liability insurance coverage with El Coco Mio's existing insurance carrier, providing the Village with language indicating that we are additionally insured on their policy. This allows El Coco Mio to retain their existing carrier without having to cancel their policy during this patio season.

However, the license agreement will contain a provision that requires an insurance carrier with a rating of A- or more and additional insured language using ISO forms (industry standard) for next year's patio season and beyond. The current insurance carrier is rated B+ with a negative outlook and the additional insured language is not on ISO forms CG2012/CG2024 or an alternate.

In order to allow El Coco Mio to open their patio soon, we need to direct the Village Attorney to develop a final license agreement. Between the Board meeting of May 20<sup>th</sup> and June 3<sup>rd</sup>, we will have a final agreement with signatures from El Coco Mio to present to the Board for approval.

###



**NON-EXCLUSIVE LICENSE AGREEMENT –  
EL COCO MIO-17344 S. OAK PARK AVENUE**

This Non-Exclusive License Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Village of Tinley Park, an Illinois home rule municipality (the "Village" or "Licensor") and Isabella II, Inc., an Illinois Corporation ("Licensee") (collectively the "Parties").

**RECITALS**

The Village owns and maintains certain property consisting of the dedicated right-of-way of Oak Park Avenue located adjacent to property owned by Licensee with a street address of 17344 S. Oak Park Avenue, Tinley Park, Illinois, which portion of the right-of-way is depicted on Exhibit A attached hereto and made a part hereof (the "R-O-W") on which the Licensee operates a restaurant and bar known as El Coco Mio (the "Restaurant") including an outside patio which is located partially on the R-O-W and which patio is as likewise depicted on Exhibit A.

Licensee desires to expand the Restaurant to include the Patio for the serving of food and alcohol which Patio is partially located on a portion of the R-O-W as depicted on Exhibit A.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals, and the Exhibit referred to therein and herein, are incorporated herein as if fully set forth and with the same force and effect as if set forth as agreements of the Parties herein.
2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive license for use of the ROW for the sole purpose of serving its patrons on the Patio with food and drink in full compliance with all codes and ordinances of the Village and applicable restrictions, if any, in any liquor license issued for the Restaurant.
3. Term and Hours of Operation.
  - a. The term of this Agreement shall commence on \_\_\_\_\_, 2013 (the "Commencement Date") and shall expire one (1) year after the Commencement Date, unless terminated earlier as herein provided (the "Term"). This License Agreement is revocable at the Will of Licensor (subject to the provisions set forth in Paragraph 25 hereof).
  - b. The Licensor and the Licensee shall have the option to extend the term of this License Agreement for one (1) consecutive one-year (1) period, upon the same

terms and conditions as contained in this License Agreement. The Party seeking such extension shall notify, in writing, the other Party at least ninety (90) days in advance of the end of the first one (1) year period.

c. Days and Hours of Operation of the Patio:

Monday – Friday 4 pm – 2 am  
Saturday – Sunday 11 am – 2 am

d. It shall be a material breach of this Agreement in the event Licensee fails to operate the Restaurant as provided herein for three (3) or more consecutive business days.

4. Fees and Reimbursement. Licensee shall pay, within 10 days of the Commencement Date (and, if extended, within 10 days of the effective date of the extension) to Licensor a yearly license fee of \$            (the "License Fee").

5. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village who have a legitimate need for such access, including but not limited to access to the Restaurant to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

6. Security. Licensee assumes and exercises full responsibility for the security of the Restaurant, Patio and R-O-W (collectively sometimes referred to as the "Licensed Premises") during all times and activities contemplated by this Agreement. Licensee shall provide security for the Licensed Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Licensor is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall timely communicate to the Licensor any and all proposed security measures and obtain Licensor's approval prior to the beginning of the term of this Agreement.

7. Supervision. The Licensee assumes and exercises full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The Parties agree that Licensor has no duty to supervise any person or activity in connection with the Licensee's use of the Licensed Premises.

8. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless the Village and each of its respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of Licensee, Licensee's agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee

(collectively "Licensee's Agents"); (ii) any accident, injury or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the use of the Licensed Premises by any such person or entity, whether such loss, damages, injury or liability is contributed to by a condition of the Licensed Premises, including specifically but not limited to the R-O-W, or any equipment and furnishings located thereon, whether latent or patent, or from other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Licensee's duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

**9. Insurance.** Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below:

**A. Commercial General and Umbrella Liability Insurance.**

Commercial general liability (CGL) and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Licensed Premises contemplated by this Agreement. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from Premises, operations, independent contractors, products, completed operations, food products, fire and legal liability, personal injury and advertising injury, and liability (including liability for indemnification) assumed under this Agreement or any insured contract (including the tort liability of another assumed in a business contract). Licensor, including all of the Indemnified Parties, shall be included as additional insureds (collectively, the "Additional Insured") under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insureds, or any of them.

**B. Business Auto and Umbrella Liability Insurance.**

Business auto liability (including bodily injury and property damage), and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. Workers Compensation Insurance.**

Workers' compensation as required by statute, and employer's liability coverage with limits of not less than \$500,000 for each employee for bodily injury by accident or \$500,000 for each employee for bodily injury by disease.

#### D. General Insurance Provisions.

1. If the Additional Insureds have not been included as insureds under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Licensee and Licensee's Agents waive all rights against the Additional Insureds for recovery of damages arising out of or incident to use of the Licensed Premises by Licensee or Licensee's Agents or any of them.

2. Evidence of Insurance. Prior to the beginning of the term of this Agreement, Licensee shall furnish Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements). Failure of Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance. Licensor shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Licensor.

3. Each insurance policy required under this Agreement shall not be able to be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Licensor.

4. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Licensor has the right to reject insurance written by an insurer it deems unacceptable.

5. Cross-Liability Coverage. If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Licensor. At the option of the Licensor, the Licensee and Licensee's Agents may be asked to eliminate

such deductibles or self-insured retentions as respects the Licensor, and/or any of its respective officers, officials, employees, volunteers and agents, or, alternatively, at Licensor's option, may be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

10. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign, lease, or sub-license this Agreement without the prior express written consent of the Licensor which Licensor may withhold in its sole and absolute discretion. Any such attempted assignment, lease and/or sub-license shall be null and void without such consent.

11. **Modification of Improvements.** No modification or alteration of the Patio shall be made by Licensee without the prior written approval of the Licensor and compliance by Licensee with all other terms of this Agreement and any conditions imposed on such approval. Licensee shall pay for all such modifications and alterations, but such modifications and alterations.

12. **Prohibited Uses and Activities.**

a. Licensee specifically agrees not to use the Licensed Premises, or any part thereof, for any unlawful and/or immoral purpose and/or business.

b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said

13. **Licensed Premises.** Licensee covenants and agrees to keep and use the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, County of Cook, and the United States of America, and all regulatory agencies thereof. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, the County of Cook and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises. Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and/or subcontract hereunder. Failure by the Licensee or any of its contractors or subcontractors to carry out these requirements is a material breach of this Agreement, which may result in its termination by Licensor or such other remedy as the Licensor deems appropriate.

14. **Disclaimer.** Licensee expressly acknowledges that the Licensor has not made any representations or warranties, express or implied, as to the adequacy, fitness or

condition of the R-O-W for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the R-O-W, and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the R-O-W and has satisfied itself as to the adequacy, fitness and condition thereof.

    KLB     Licensee's Initials

15. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

16. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

17. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

*If to the Licensor:* Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  
Attention: Village Manager

*If to Licensee:* D.B.A.

18. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the R-O-W to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs, furnishings and equipment placed on the R-O-W by or on behalf of Licensee, the removal of all debris from the R-O-W, and repair of any damage to the R-O-W attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises by Licensee and/or Licensee's Agents ("Restoration Work").

19. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the R-O-W upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee a leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licenser shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder.

20. No Waiver of Immunities and/or Privileges by Licenser. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Licenser and its respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of Licenser and/or any of its respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

21. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises. If the presence of or use of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this Paragraph, results in contamination of the Licensed Premises, Licensee shall pay for all actual costs of clean up and shall indemnify, defend and hold harmless the Village and its respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances" and "toxic substances" in and regulated under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any

condition constituting an "imminent hazard" under any Environmental Laws. Licensee's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

22. Liens. Licensee shall keep the Licensed Premises free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

23. Premises and Equipment.

a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein.

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of Licensee. The Village shall have final authority to approve any alteration or decoration described herein prior to the addition or improvement being made.

c. Licensee acknowledges the Licensed Premises are nonsmoking facilities and shall not allow smoking in the Licensed Premises.

#### 24. Operations.

a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.

b. Licensee's provision of providing of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand [if applicable].

c. Licensee shall employ sufficient and qualified personnel for the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Designated Village employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Licensee's obligations under this Paragraph, including, without limitation, rudeness to the public and poor sanitation practices.

d. Licensee agrees that all food items shall be purchased from reliable and reputable suppliers and, if required by law, all food items will be approved by authorized governmental agencies [if applicable].

e. Licensee shall obtain all licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.

f. The Licensor shall be responsible for maintaining exterior lighting on the Patio and in the parking lots and on the exterior of the building.

#### 25. Termination.

a. In the event Licensee shall breach or be in default under any of the provisions of this Agreement, the Village may terminate this Agreement if Licensee shall not have cured such default within ten (10) days after the Village shall have notified

previous occasions, the Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, the Village may immediately suspend all licenses herein granted in the event Licensee fails to maintain the types and amounts of insurance coverage required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. The Village may similarly suspend all licenses granted hereunder in cases of emergency.

b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.

c. This Agreement shall terminate upon thirty (30) days prior written notice by either Party to the other effective at the conclusion of the Term, as defined herein.

d. Upon termination of this Agreement, Licensee shall yield up the R-O-W in at least as good of condition as existed prior to the Commencement Date, including the performance of all Restoration Work required herein.

e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to the Village an amount equal to 100% of the License Fee for each month or portion thereof during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Village on account of Licensee so retaining possession. The provisions of this Paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the Village provided herein or at law or in equity.

f. Either Party may terminate this Agreement without cause and for any reason or no reason at all by providing the other Party not less than ninety (90) days prior written notice.

26. **Limitation on Village's Damages.** In no event shall the Village be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

27. **Assumption of Liability.** To the fullest extent permitted by law, Licensee and Licensee's Agents assume, related to business operations, all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises by Licensee and/or Licensee's Agents. Licensee and Licensee's Agents are aware of the risks associated

with use of the Licensed Premises and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

28. Taxes. Licensee acknowledges that the R-O-W is currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the R-O-W remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sub-license agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sublicensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay the Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

29. Miscellaneous.

a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

b. The Parties agree that the titles of the Paragraphs of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the Parties hereto shall in all cases be assumed as though in each case fully expressed therein.

g. Time is of the essence of this Agreement and every provision contained herein.

h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF TINLEY PARK

ATTEST:

\_\_\_\_\_  
Village President

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

Dated: \_\_\_\_\_, 2013

ATTEST:

*Isabella II IIIA - DBA EL PICO MIO*

Name:

Title:

*Isabella II IIIA - DBA EL PICO MIO*  
*President*

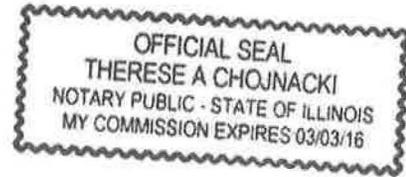
*Therese A. Chojnacki*

Name:

Title:

*THERESE A CHOJNACKI*  
*NOTARY*

Dated: 4/26/2013, 2013



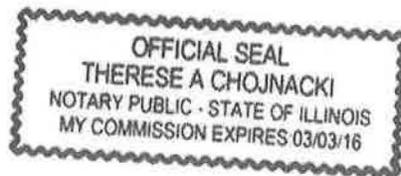


STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Juan Carlos Guzman, personally known to me to be the OWNER of ISABELLA # INC, and FANNY ETHEL Guzman, personally known to me to be the OWNER of said ISABELLA # INC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such JUAN Carlos Guzman and FANNY ETHEL Guzman, they signed and delivered the said instrument and caused the corporate seal of said Illinois CORPORATION to be affixed thereto, pursuant to authority given by the OWNERS of said Illinois CORPORATION, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26 day of JULY, 2013.

Therese A Chojnacki  
Notary Public



**EXHIBIT A**  
**DEPICTION OF RIGHT-OF-WAY AND PATIO**

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STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS  
COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2014-R- 019**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AN INDUCEMENT AGREEMENT FOR RBT, INDUSTRIES LLC.  
(THE GREAT ESCAPE)**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the \_\_\_ day of May, 2014, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the \_\_\_ day of May, 2014.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady**

**NAYS: None**

**ABSENT: None**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

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

**RESOLUTION NO. 2014-R- 019**

**RESOLUTION AUTHORIZING THE EXECUTION OF  
AN INDUCEMENT AGREEMENT FOR RBT, INDUSTRIES LLC.  
(THE GREAT ESCAPE)**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered an Inducement Agreement (the “Agreement”) between the Village of Tinley Park (“Village”), and RBT Industries LLC (The Great Escape), an Illinois corporation, a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park.

**NOW, THEREFORE**, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this \_\_\_\_ day of May, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_ day of May, 2014, by the President of the Village of Tinley Park.

---

Village President

**ATTEST:**

---

Village Clerk

**INDUCEMENT AGREEMENT -  
RBT INDUSTRIES – THE GREAT ESCAPE**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **Village of Tinley Park**, Cook and Will Counties, Illinois, a home rule municipal corporation (hereinafter referred to as the “Village”), and RBT INDUSTRIES, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”).

**WITNESSETH:**

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**1. Preliminary Statements**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The Village is a home rule municipality pursuant to Article VII, Section 6 (a) of the Constitution of the State of Illinois and is authorized thereby to exercise any power and perform any function pertaining to its government and affairs.

(b) After receipt of the promises and inducements contained herein, the Company plans to purchase certain real property, legally described in **EXHIBIT A** attached hereto and made a part hereof, PIN 27-27-300-010-0000 at 17200 South La Grange Road, Tinley Park, Illinois, 60487 (the “Subject Property”), consisting of 4.4 acres. The Company currently has a contract to purchase the Subject Property. The Company plans to construct a new 47,000 square foot building and operate an outdoor patio, pool and Jacuzzi retail business d/b/a The Great Escape (the “Business”) on the Subject Property located at 17200 South La Grange Road (said land purchase and building construction hereinafter collectively referred to as the “Project”).

As of the date of this Agreement, the cost of said Project (including land cost) is anticipated to be not less than FIVE MILLION DOLLARS (\$5,000,000). It is understood and agreed that there has been a specific site plan submitted to and approved by the Village in relation to the Project on the Subject Property. This site plan is attached hereto as **EXHIBIT B**. The Project to be constructed on the Subject Property shall be constructed substantially in accordance with the plans and specifications approved by the Village.

(c) The Village is desirous of having the Subject Property developed with the Project and in accordance with the approved Site Plan in order to service the needs of the Village and its residents, and the Project, when completed, will increase employment opportunities in the Village, arrest decline in economic conditions existing in the Village, stimulate commercial growth and enhance and stabilize the tax base of the Village, and, in furtherance thereof, the Village contemplates certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.

(d) The parties hereto acknowledge, and the Company represents and warrants, that it requires economic assistance from the Village in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its commencement and completion be available.

(e) For purposes of this Agreement, the use of the terms “sales tax” and “sales tax revenue” shall be construed to refer to that net portion of taxes imposed by the State of Illinois for distribution to the Village pursuant to the Retailers’ Occupation Tax Act and the Service

Occupation Tax Act (as said acts may be amended) and which are collected by the State and distributed to the Village, and all revenue derived from such taxes.

If a governmental or legislative body enacts any law or statute which results in material changes or amendments to the foregoing sales tax provisions that prohibit the Village from complying with this Agreement or which adversely affect the Village's ability to comply herewith, then the Village, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein. One example of a specific initiative that may have such an impact is the Streamlined Sales Tax Initiative which is set forth in Paragraph 25 below.

Also, it is specifically understood that the terms "sales tax" and "sales tax revenue" as used herein (specifically including, but not limited to as used herein in Paragraph 3(b) below) do not refer to nor include the home rule municipal retailers occupation tax and home rule service occupation tax imposed by the Village by Ordinance Number 2014-O-001 adopted on March 4, 2014, and as amended from time to time, pursuant to 65 ILCS 5/8-11-1 and 8-11-5 and the home rule powers of the Village, nor any revenue received by the Village from the imposition of such taxes. It is further understood that the Company shall not be entitled to payments from any such revenue under the terms of this Agreement and specifically the provisions in Paragraph 3(b) hereof.

(f) This Agreement and the incentives and inducements set forth herein, shall only apply to the taxable sales activities of the Company on the Subject Property.

**2. Conditions Precedent to the Undertakings on the Part of the Village**

All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by the Company on or before the date of the Initial Payment provided for in Paragraph 3 below, or as otherwise specifically hereinafter stated:

- (a) The Company shall have obtained final approvals for construction of the Project (the “Approved Plans”) so that construction can commence within the time set forth in Paragraph 4(a) hereof, it being understood and agreed that the Village has the discretion established by law to approve all such work and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve such work.
- (b) The Company shall have obtained final approval of its plans from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project and/or the Approved Plans.
- (c) The Company shall have completed construction of the Project in accordance with the Approved Plans in the time period specified in Paragraph 4(a) hereof.
- (d) The Company and owner of the Subject Property (if ever different than the Company) shall have certified to the Village that there exists no material default under this Agreement, beyond any applicable cure period set forth herein, or any agreement, guaranty, mortgage or any other document which the Company and/or owner (if ever different than the Company) has executed in connection with the Project, beyond any applicable cure period set forth therein, that affects or that may affect the Company’s ability to operate the aforementioned Business at or on the Subject Property, and that the Company and owner of the Subject Property if ever different than the Company, has not received any notice of any violation of any Village ordinances, rules and regulations, or of any applicable laws of the State of

Illinois including, but not limited to, the Prevailing Wage Act of the State of Illinois, or the United States of America, and/or any agency or subdivision thereof, as well as any ordinances and resolutions of the Village pertaining to the Project which by their respective terms are to have been complied with prior to the completion of the Project.

- (e) The Company and any subsequent owner of the Subject Property agree that in the event there is a change in the lessee or owner (legal or beneficial) of the Subject Property, or any portion thereof, or of the Company, or if the Company no longer occupies the Subject Property, the Village shall no longer be required to pay all or any portion of the incentive payments provided for in Paragraph 3(b) hereof except as otherwise provided in Paragraph 9 hereof.
- (f) If a land trust or limited or general partnership shall be the owner of the Subject Property, the sole beneficiaries of the Trust or the partners in the limited partnership or general partners in the general partnership shall have delivered to the land trustee or general partners as the case may be an irrevocable letter of direction indicating that any notice received by the land trustee or limited partnership which adversely impacts the owner's title to or interest in the Subject Property, including but not limited to any notice of failure to pay real estate taxes, notice of foreclosure or notice of mechanic's lien(s) on the Subject Property, will be sent to the Village within three (3) business days following receipt thereof. Such letter of direction shall be irrevocable for so long as the Village is required to make payments under Paragraph 3 of this Agreement. The Company and any subsequent owner of the Subject Property also agree to send to the Village any such notice received by either of them within three (3) business days of receipt.

**3. Undertakings on the Part of the Village**

Upon satisfaction by the Company of all the terms and conditions set forth in this Agreement, specifically including but not limited to those set forth in Paragraph 2 above, the Village hereby undertakes to make the payments set forth in (b) below:

(a) In addition to the conditions set forth in Paragraph 2 above, the Company shall have substantially completed construction of the entire Project and be open for business on the Subject Property by the time set forth and in accordance with the provisions and conditions as provided in 4(a) below.

(b) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by the Company, the Village hereby agrees to pay the Company a sum not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)**, by annual installment payments over a maximum of a ten (10) year period as follows, subject however to the following conditions and restrictions:

(i) Each amount will be due and payable solely from the proceeds of sales tax revenue received by the Village from the Subject Property computed as follows:

(1) It is acknowledged and understood by and between the parties hereto that the Village receives sales tax revenue monthly from the Illinois Department of Revenue ("IDOR"), and that the taxes generated by sales in any one month are distributed to the Village approximately three (3) months later (e.g. taxes generated by sales in July are generally received in mid to late October). In addition, however, it is further acknowledged and understood that the Illinois Department of Revenue ("IDOR") only reports and releases sales tax information showing sales taxes received from specific locations on a quarterly (not monthly) basis according to the following schedule:

The quarterly reporting cycles will cover the following months based on when the sales taxes were originally generated (IDOR refers to this as the Liability Month):

1<sup>st</sup> quarter - December, January, February - reported in May  
2<sup>nd</sup> quarter - March, April, May - reported in August

3<sup>rd</sup> quarter - June, July, August - reported in November

4<sup>th</sup> quarter - September, October, November - reported in February

- (2) The initial payment year (hereinafter referred to as the "Initial Incentive Year") shall be that twelve (12) month period commencing on the first day of the full month that follows the month in which the Project is substantially completed and approved by the Village (each subsequent 12-month period is hereinafter referred to as "Subsequent Incentive Year").
- (3) The incentive base for the Initial Incentive Year and for each Subsequent Incentive Year shall be FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$5,850) (hereinafter referred to as the "Incentive Base"). For the Initial Incentive Year and for each of the following nine (9) Subsequent Incentive Years, the Village shall be entitled to all sales tax revenue received from the Subject Property, attributable to the Initial Incentive Year or the individual Subsequent Incentive Years, up to the Incentive Base. For all sales tax revenue in excess of FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$5,850) received in the Initial Incentive Year and the individual Subsequent Incentive Years, the Village and Company shall each be entitled to fifty percent (50%) of any such excess over FIVE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$5,850) received in any one payment year. The payments remitted to the Company that accrue during the Initial Incentive Year shall hereinafter be referred to as the "Initial Payment." Payments remitted to the Company that accrue during the individual Subsequent Incentive Years shall hereinafter be referred to as "Subsequent Payments."
- (4) Contingent upon the IDOR quarterly reporting cycles set forth above in Paragraph 3(b)(i)(1) the Initial Payment shall be made, if at all possible, not later than the first day of the fourth month after the end of the Initial Incentive Year or within thirty (30) days of receipt by the Village of the actual revenue for such Initial Incentive Year, whichever is later. Payments, if any, shall then be made annually, again contingent upon the IDOR quarterly reporting cycles, for the following nine (9) Subsequent Incentive Years not later than the fourth month after the end of the respective Subsequent Incentive Year or within thirty (30) days of receipt of the actual revenue for each such year, whichever is later. Provided, however, that in no event shall the Company be entitled to receive any such sales tax revenues (incentive payments) once the Company has received the sum total of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) under the provisions of this Agreement. If the Company has not received the total sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) under this Agreement after receipt of the incentive payment for the last Subsequent Incentive Year hereunder, or by the end of the applicable ten (10) year period, the annual installment payments to be made to the Company hereunder nevertheless shall cease,

since there is no guarantee being made to the Company that it shall receive the full TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) hereunder.

- (ii) That the Company shall have delivered to the Village no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each Subsequent Payment, a certificate dated within fifteen (15) days of receipt by the Village that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and approved by the Village as finally completed, the certificate required hereunder need not contain a representation and warranty regarding matters covered in subparagraphs (a) and (g) of said Paragraph 5.
- (iii) That the Village has received no notice from the Company, any subsequent owner or from any other source that there exists any material default beyond the applicable cure period under any of the terms, conditions or provisions under any of the loan documents under which the Company's financing, if any, for the Project was obtained, that affects or that may affect the Company's ability to operate the aforementioned Business at or on the Subject Property. The Company and any subsequent owner shall provide the Village with any notices received throughout the term of this Agreement relating to the Subject Property which may have an adverse impact on this Project and/or the generation of sales tax revenues therefrom, specifically including any notices regarding any tax or loan delinquencies. Provided, however, that if the Village receives evidence satisfactory to it that any such default has been cured, except as otherwise provided herein, the payments to the Company required hereunder shall resume if all other requirements have been met.

In the event that at any time Company owes any reimbursements, fines and/or fees to the Village which are overdue, the Village shall have the right to deduct any such amounts from any payment due from the Village to Company under this Paragraph 3 and this Agreement.

The Village shall provide for payments required under this Paragraph by appropriating therefor in its annual budget ordinance for the fiscal year in which such payment may be due.

Subject to Paragraph 24, in the event that the completion of the Project as required hereunder does not occur on or before February 1, 2016 or on such other later date as may be agreed upon by and between the Village and the Company, then the Company shall be in default hereunder and all obligations on the part of the Village to make any payments to the Company

pursuant to this Paragraph shall terminate after expiration of the cure period set forth in Paragraph 21 hereof, and neither the Village nor the Company shall have any further obligations with regard to the Project.

In the event that the Company fails to deliver to the Village any or all of the foregoing certifications within the time periods set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the Village shall have no obligation to make any payment to the Company until such time as any such failure or violation is corrected to the reasonable satisfaction of the Village (except where this Agreement provides for forfeiture of any such payments), and all rights of the owner and/or the Company to demand any current or future payment from the Village shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the Village arising pursuant to this Agreement shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. No payment shall be due to the Company for any sales tax revenue received during such cure period and until the violation is corrected. Where this Agreement provides for forfeiture of any such payments, the Village may in that event cancel this Agreement immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if the Company fails in any year to timely pay any or all of the real estate taxes on the Subject Property when they become due, or fails to timely remit to the IDOR when due any sales taxes received from its operations on the Subject Property, the Village may, in its sole discretion, terminate this Agreement, and the Company shall forfeit (and such forfeiture shall not be subject to any cure period) all future incentive payments due hereunder. The Company and/or any subsequent owner of the Subject Property shall provide evidence to the Village that such real estate taxes

were paid when due and that such sales taxes were remitted when due within thirty (30) days after the date(s) when due. Notwithstanding the foregoing, the Company shall retain the right to contest in good faith the assessed valuation of the Subject Property and the improvements thereon from time to time without affecting this Agreement.

**4. Undertakings on the Part of the Company**

(a) Subject to Paragraph 24, the Company shall commence construction of the Project on or before October 1, 2014, and shall not cause or permit the existence of any violation of Village ordinances, including but not limited to the Village's Building Code, Zoning Ordinance, Special Use and Variation Ordinance, Fire Code, Sign Ordinance, Landscaping Ordinance, and any and all rules and regulations under any of said codes and ordinances. The Company shall have substantially completed construction of the entire Project in accordance with the Approved Plans and be open for business on or before February 1, 2016, or by such later time as may be agreed by and between the Village and the Company, with such substantial completion to be evidenced by a certificate of substantial completion signed by the Company's architect or engineer, and all such inspections and approvals as may be required by the Village. If requested by the Company, the Village shall provide to Company a written statement confirming such substantial completion for the purposes of this Agreement.

(b) The Company shall comply with all of the requirements set forth in Paragraphs 2 and 3 of this Agreement.

(c) The Company shall execute and provide the Village with an authorization in form and content as prescribed by the Illinois Department of Revenue ("IDOR"). Such form shall be executed in the manner and by the party required to so execute it by the IDOR and shall authorize (while this Agreement is in effect), the IDOR to release to the Village Treasurer any

and all monthly gross revenue and also all sales tax information with respect to the operation of the Company's business(es) on the Subject Property, such releases to be on a periodic basis in accordance with the IDOR quarterly reporting cycles identified under Paragraph 3(b) (i) above, or such other reporting cycle(s) that may be subsequently established by the IDOR. In addition to said letter, the Company and/or owner or other entity (as applicable under the rules and regulations of the IDOR) shall prepare and submit such other or additional form(s) as may be required from time to time by the IDOR in order to release such information to the Village.

The Company shall provide its Federal Employer Identification Number (FEIN) or its Illinois Business Tax Identification Number (IBT) and the specific address of the Subject Property. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of the Company to execute the necessary authorization and/or release, the Village shall not be required to make any of the incentive payments provided for in Paragraph 3(b) hereof, subject to the cure provisions set forth in Paragraph 21 hereof.

(d) The Company hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges such as utility fees, license fees, etc. of any kind that may at any time be lawfully finally assessed with respect to the Project and/or the Subject Property, the Business or any operations on the Subject Property.

(e) The Company shall require the title holder of record (if at any time different from the Company) of the Subject Property to give the Village notice regarding any forfeiture by the Company under the financing documents for the financing of the Project or its subsequent purchase if an assignment is approved hereunder, and any tax and/or "scavenger" sales of the Subject Property, or any portion thereof.

**5. Representations and Warranties of the Company**

(a) The Company hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete the construction of the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated, would not be economically viable nor would the funds necessary for its completion be made available.

(b) The Company hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, all building and fire code regulations and all other applicable Village ordinances, resolutions and/or regulations, specifically including, but not limited to, all sign and landscape regulations and ordinances.

(c) The Company hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of Cook and the United States of America, and any and all agencies or subdivisions thereof. The Company is hereby notified and hereby acknowledges that it must and will fully comply with the provisions of the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01, et. seq., in connection with the construction and completion of the Project.

(d) The Company represents and warrants that it shall comply in all material respects with all terms, provisions and conditions of, and that it shall not default or permit a continuing default under, any document or agreement relating to the Project or the financing and development of the Project, including but not limited to this Agreement, and all agreements and documentation executed and delivered in connection with any financing or loans for the Project, a default under which would have an adverse effect on the sales tax revenue generated thereby to the Village.

(e) The Company hereby represents and warrants that it shall comply with all applicable Village ordinances concerning unlawful employment practices and consumer protection.

(f) The Company hereby represents and warrants that it is a duly organized Delaware limited liability company in good standing under the laws of the State of Delaware and State of Illinois and lawfully authorized to do business at the Subject Property under the laws of the State of Illinois.

(g) The Company hereby represents and warrant that, as of the date of this Agreement, the cost of the combined Project (including Land cost) is anticipated to be not less than FIVE MILLION DOLLARS (\$5,000,000).

(h) The Company hereby represents and warrants that it has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

## **6. Defaults**

The occurrence of any one or more of the following shall constitute a default by the Company under this Agreement, subject to the cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein:

(a) A default of any term, condition or provision contained in any material agreement or document relating to the Project (other than this Agreement), including but not limited to loan documents, and the failure to cure such default within the time and manner as provided in any such agreement or document, that affects or that may affect the Company's ability to operate the aforementioned Business at or on the Subject Property or which adversely affects the generation of sales tax revenue from the operations of the Business.

(b) Failure to comply with any term, provision or condition of this Agreement and the failure to cure such default within the time and manner provided herein; provided, however, the failure to timely pay real estate taxes on the Subject Property when they become due and payable or the failure to remit sales taxes from the operation of the Business on the Subject Property to the IDOR when due and payable, shall result in immediate termination of this Agreement unless the Village, in its sole and absolute discretion, waives such immediate termination upon receipt of satisfactory proof that such taxes and any interest and penalties thereon have been paid in full or remitted to IDOR as the case may be and that the failure to pay or remit was merely inadvertent.

(c) Failure to timely pay or remit when due all real estate property taxes on, and sales taxes generated from, the Subject Property and the Business located thereon.

(d) A representation or warranty made by the Company and contained herein that is false, materially inaccurate or otherwise incorrect, and that is not corrected within thirty (30) days following written notice thereof to the Company from the Village.

(e) The Company: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Company and such appointment shall not be

discharged within sixty (60) days after his appointment or the Company has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Company and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, the Company ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the Village's ability to collect any such sales tax revenue from the Company's operations on the Subject Property.

(f) The Company's relocation of the Business to any place outside the corporate limits of the Village.

(g) The filing and unfavorable verdict of any lawsuit by a third party that would affect the generation of sales taxes anticipated by the Village hereunder (both on an annual basis and also over the expected life of the Project).

Upon the occurrence of a default by the Company as hereinabove set forth, the Village shall be relieved of any and all of its obligations arising hereunder and such obligations on the part of the Village shall be immediately canceled, become null and void and be without any force or effect, subject to the notice and cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein regarding failure to timely pay and/or remit real estate and sales taxes on or generated on the Subject Property. The sole remedy of the Village for the Company's default hereunder shall be to terminate this Agreement, effective as of the expiration of the notice and cure period following the date of such default, and to recover from the Company any unaccrued or other payment(s) which may have been made to the Company hereunder between the date of such default and the date of termination of this Agreement and any sum for which the Village may be entitled to as reimbursement from the Company under the terms hereof.

Notwithstanding the foregoing, if the event which gives rise to the Company's default, independently of this Agreement, constitutes a violation of any ordinance, regulation or rule of the Village, the Village shall have such remedies against the Company as may be provided for in such ordinance, regulation or rule, or as permitted at law or in equity.

**7. Notices**

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

To the Village:

1. Village President  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

To the Company:

1. Reid Poll  
300 W. Armory Drive  
South Holland, IL 60473

With a Copy to:

4. Mr. Terrence M. Barnicle  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606-2903

(or to such other persons or such other addresses as the parties may indicate in writing by providing at least thirty (30) days written notice to the other) either by personal delivery, by overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. The parties may hereafter mutually agree to accept service via facsimile, and any such facsimile service shall be deemed had upon receipt and proof of a written facsimile transmission confirmation page. Notice shall be deemed received upon acceptance or rejection, as evidenced by a written delivery receipt in relation thereto.

**8. Law Governing**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

**9. Assignments**

The Company shall not assign this Agreement to any person or entity without the prior written consent of the Village, which consent may be given or withheld as determined by the Village in its sole and absolute discretion; provided, however, that the Company may, without the requirement of any approval or consent by the Village, assign this Agreement and any rights to payment hereunder to a party which is a trustee or nominee for, or a parent or subsidiary of, or has common ownership with, the Company. However, any such assignment that is not subject to the prior consent of the Village may be made only after the Company gives the Village written notice thereof. No such assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to the Company or any Assignee hereunder are contingent upon certain conditions, covenants and/or the performance of certain obligations on the part of the Company which are set forth in this Agreement which such Assignee is willing to assume. Notwithstanding any such assignment and/or assumption of responsibility, the Company shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

**10. Time**

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

**11. Binding Effect**

This Agreement shall inure to the benefit of, and shall be binding upon, the Village and the Company, and their respective successors and assigns, subject, however, to the provisions of Paragraphs 9 and 12 hereof.

**12. Limitation of Liability**

No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the Village to be paid to the Company hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts, and any and all such rights or claims of the Company against the Village, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

**13. Reimbursement of Village for Legal and Other Fees and Expenses**

**A. To Effective Date of Agreement**

Upon the execution of this Agreement, the Company shall promptly reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any other documents relating to the Subject Property:

- (1) all attorneys' fees incurred by the Village; and
- (2) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses; and
- (3) landscape architect review fees; and
- (4) all engineering fees.

**B. From and After Effective Date of Agreement**

Except as provided in the paragraph immediately following this paragraph, upon demand by the Village made by and through its President, the Company from time to time shall promptly reimburse the Village for all out-of-pocket costs and expenses incurred by the Village in the adoption of this Agreement, and in connection with the proposed improvements, including attorneys' fees and out-of-pocket costs and expenses involving various and sundry matters, including but not limited to preparation and publication, if any, of all notices, resolutions, ordinances and other documents required with an accurate cost accounting of such expenses hereunder. The Company shall also pay when due all fees and costs required under the codes and ordinances of the Village. The Company shall further reimburse the Village for all out-of-pocket costs and expenses incurred by the Village in the administration of this Agreement.

If, at any time, any of such fees, costs and expenses are not promptly paid by the Company when due, the Village shall be entitled to reimburse itself out of any incentive payments otherwise due to the Company under Paragraph 3(b) hereof.

Such costs and expenses incurred by the Village in the administration of this Agreement shall be evidenced to the Company, at the time of the Village's request for reimbursement, by a sworn statement of the Village, and such costs and expenses may be further confirmed by the Company at its option from additional documents designated by the Village from time to time as relevant to determining such costs and expenses.

In the event that any third party or parties institutes any legal proceedings against the Company and/or the Village, which relate to the terms of this Agreement, then, in that event, the Company shall indemnify and hold harmless the Village from any and all such proceedings. Further, the Company, upon receiving notice from the Village of such legal proceedings, shall

assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature (including but not limited to attorneys' fees and witnesses' fees) relating thereto; provided, however, that the Company may not at any time settle or compromise such proceedings without the Village's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the Village, nor any liability on the part of the Village, monetary or otherwise.

If the Village, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the Village and the Company on an issue raised in any such legal proceedings of material importance to the Village, or which may reasonably have a potentially adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then the Company shall reimburse the Village from time to time on written demand from the Village President and notice of the amount due for any and all out-of-pocket costs and expenses, including but not limited to court costs, attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

In the event that the Village institutes legal proceedings against the Company for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the Company all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, attorneys' fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

**14. Continuity of Obligations**

Except as otherwise specifically provided for in this Agreement, the parties shall at all times during the term of this Agreement remain liable to the other for the faithful performance of all obligations imposed under this Agreement until: (a) the natural expiration of this Agreement's ten (10) year period; provided, however, that notwithstanding the expiration of said ten (10) year period, and in the absence of any default or other termination of this Agreement, the Village shall be obligated to make the incentive payment required under this Agreement for the final Subsequent Incentive Year as set forth hereunder; or (b) the earlier payment of the sum total of \$250,000 to the Company hereunder; or (c) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (d) at the option of the non-defaulting party, upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

**15. No Waiver or Relinquishment of Right to Enforce Agreement**

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

**16. Village Approval or Direction**

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be

given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

**17. Paragraph Headings and Subheadings**

All paragraph headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered under or relevant to such heading or not.

**18. Authorization to Execute**

The Officers of the Company who have executed this Agreement hereby warrant that they have been lawfully authorized by the Company and its Members and Managing Member to execute this Agreement on behalf of the Company. The Village President and Village Clerk hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement on behalf of the Village. The Company and the Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

**19. Amendment**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**20. Counterparts**

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**21. Curing Default**

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to failure to timely pay or remit real estate and/or sales taxes, or as otherwise set forth in Paragraph 3 hereof, the parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following written notice of such default. Except as otherwise provided herein with respect to forfeiture by the Company of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed sixty (60) days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned sixty (60) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Paragraph 24, if applicable.

**22. Conflict Between the Text and Exhibits**

In the event of a conflict between the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

**23. Severability**

If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village from performance under such invalid provision of this Agreement.

**24. Force Majeure**

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such party, including but not limited to labor disputes, material shortages, governmental restrictions or regulations, civil insurrection, war or other such reason, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

**25. Streamlined Sales Tax Initiative**

It is expressly acknowledged and understood by the parties hereto that the payments to the Company by the Village are based on the current sales tax laws of Illinois which place the incidence of the sales tax on the location where the seller's place of acceptance or point of sale operations are located (as interpreted by the Illinois Supreme Court). It is further acknowledged that the Illinois General Assembly has in the past considered the Streamlined Sales Tax Initiative

in Illinois which would shift the incidence of sales tax on shipped and delivered items from the location of the seller's point of sale operations to the location where the item is shipped and delivered. It is further understood and agreed that if the Streamlined Sales Tax Initiative is ever adopted by the State of Illinois, or any other legislation or administrative rules are adopted and by reason thereof the Village receives no sales tax revenue from the Subject Property, then and in that event the Village shall be relieved from all obligations to make payments to the Company under this Agreement and specifically Paragraph 3 hereof. However, to the extent that, even under the Streamlined Sales Tax Initiative, the Village receives Sales Tax revenue from the Company's Business operations at the Subject Property during the Term of this Agreement, the Village shall continue to comply with its payment obligations under Paragraph 3 as to such Sales Tax revenues actually received from Company's Business operations on the Subject Property under the same terms and conditions as provided in Paragraph 3.

**26. Definition of "Village"**

When the term "Village" is used herein, it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

**27. Recording of Agreement**

This Agreement or a memorandum thereof may be recorded with the Recorder of Deeds and/or Registrar of Deeds of Cook County, Illinois, at the expense of the Company.

**28. Execution of Agreement.**

This Agreement shall be signed last by the Village, and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof, which date shall be the effective date of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto pursuant to due authorization as provided or required by law as of the date and year first written above.

Village of Tinley Park,  
an Illinois municipal corporation

RBT Industries, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Village President

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

Its:

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

ATTEST:

ATTEST:

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

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

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

**ACKNOWLEDGMENTS**

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Zabrocki, personally known to me to be the Village President of the Village of Tinley Park, and Patrick Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2014.

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



Mr. David G. Seaman, Trustee  
Village of Tinley Park  
Tinley Park Village Hall  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

**Re: 7877 W. 159<sup>th</sup> Street, Tinley Park, Illinois**

Dear Mr. Seaman:

The Great Escape, has had a retail location in Tinley Park for the past twenty (20) years, which continues to expand. Although the Store located on the property grossed Five Hundred Eighty-Five Thousand Dollars (\$585,000.00) last year, we have currently outgrown the property and are in need of additional square footage to accommodate all of its product lines.

The Great Escape recently signed a short term lease for Lakeside Plaza, at the corner of LaGrange Road and 159<sup>th</sup> Street, but it is our desire to develop a long term solution and build an up-to-date super store in Tinley Park. We have narrowed our search to a site located at 171<sup>st</sup> and LaGrange Road. The current business model has total development costs, including the purchase of the land, at Five Million Dollars (\$5,000,000.00). The project, once completed, would employ six (6) full time employees, nine (9) part-time employees and approximately seven (7) to ten (10) independent contractors who would handle all service duties, consisting of product exchanges, shipping and installations. Gross revenue for the first year of operation is projected to be Five Million Five Hundred Thousand Dollars (\$5,500,000.00) with continuous revenue growth each year.

To insure success of the project, The Great Escape respectfully requests a tax incentive in the amount of fifty percent (50%) of the one percent (1%) local sales tax for a period of ten (10) years. The project would not be feasible without this incentive. We look forward to continuing and expanding our relationship in the Tinley Park area and would appreciate your consideration of this request.

Sincerely,

N. Barry Poll  
President

**the great escape**

A Universal Pool Company

300 West Armory Drive – South Holland, IL 60473  
(708) 339-6060 -- (708) 339-6091 fax  
[www.shopthegreatescape.com](http://www.shopthegreatescape.com)



# Memorandum

**To:** Trustee Dave Seaman  
**From:** Ivan Baker  
**Date:** April 4, 2014  
**Subject:** Incentive Request from The Great Escape

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## Project

To meet expanding market demands, The Great Escape home leisure retailer is planning to construct a new retail store in Tinley Park. The company currently has a 20,000 sq.ft outlet location at 7787 West 159<sup>th</sup> Street. The new 47,000 sq.ft. store would be a \$5 million investment at 17200 South LaGrange Road. The company is requesting a sales tax sharing incentive for the first 10 years of operation. Annual sales will be at least \$5.5 million. The operation will employ 6 full time employees, 9 part-time employees, and at least 7 independent contractors. The 159<sup>th</sup> Street outlet location will remain open, based on current projections.

## Company

The Great Escape started in 1971 as a small, one-man company selling pool supplies door-to-door south of Chicago. Today, over forty years later, the modest one-man business has grown into the largest home leisure retailer in the Midwest, with 26 family-owned retail locations in Iowa, Illinois, Indiana and Ohio, in markets as varied as the Davenport, Peoria, Mundelein, and Youngstown.

## Incentive Request

The Great Escape is requesting a total incentive not to exceed \$250,000 over 10 years through a sales tax sharing agreement on the non-home-rule 1 percent sales tax revenue only. But-for this incentive, The Great Escape will not be able to construct the facility on LaGrange Road in Orland Township Cook County in Tinley Park.

Total Incentive -	\$ 250,000 maximum based on new sales tax revenue
Term -	Not to exceed 10 years
Village Base -	Village retains first \$ 5,850 each year (sales tax on verified past year sales at 7787 West 159 <sup>th</sup> Street in Tinley Park)
Incentive is Not guaranteed.	Performance is required

**Quality Development**

The project will be required to meet all landscaping, signage, and building codes.

**Benefit to Village**

\*Modern construction of a new Retailer in Orland Township Cook County sector of Tinley Park

\*New Property Tax and Sales Tax revenue

This combined project, with the Incentive in place, is estimated to provide the following new revenue:

1. New 10 year total property tax revenue with new Construction

\$ 3.6 million total Net new Property Tax Revenue over 10 years

\$ 464,400 – Village of Tinley Park

\$ 1,515,600– School District 140

\$ 831,600 – School District 230

\$ 118,800 - Community College

\$ 334,800 – Cook County

\$ 36,000 – Township

\$ 154,800 – Park District

\$ 144,000 - Library District

2. New Sales tax revenue to the Village of Tinley Park over 10 years (after incentive payment)-

\$ 380,515 New Village Sales Tax revenue (from 1 percent only)

plus

\$ 472,886 (new 0.75 % Home Rule Sales Tax Revenue)

\$ 853,401

3. Village Building permit fee - \$ 17,000 one time

**This Request Compared to Incentive Policy**

\*Incentive No more than one-third of capital investment - Yes - 4.5 percent - Favorable

\*Incentive No more than 50 percent sales tax sharing - Yes - 50 percent - Favorable

\*Incentive No more than 10 years - Yes - 10 years - Favorable

**This proposal meets the specifications identified in the Village of Tinley Park incentive policy, as follows:**

Section A4a - There will be a projected increase in Assessed valuation from the Project.

Section A4c - The Project can and will be built in compliance with applicable codes and ordinances.

Section A4h - Employment will be generated by the Project.

Section A4i - Significant new revenues to the Village will be generated by the Project.

Section A4k- The Project includes a needed expansion of a company already located in the Village.

Section A4l - "But For" a needed incentive, the Project will not be constructed.

Section A4s - The Project will beneficially impact the stabilization of Village revenues.

Section A4t - The Project will help improve the Village's comparative position to other surrounding cities in the provision of goods and services, employment opportunities, and revenue.

Section B3 - The Project will be a capital investment of at least \$1 million.

Section B5 - The Project will result in at least \$ 5 million in new annual taxable retail sales

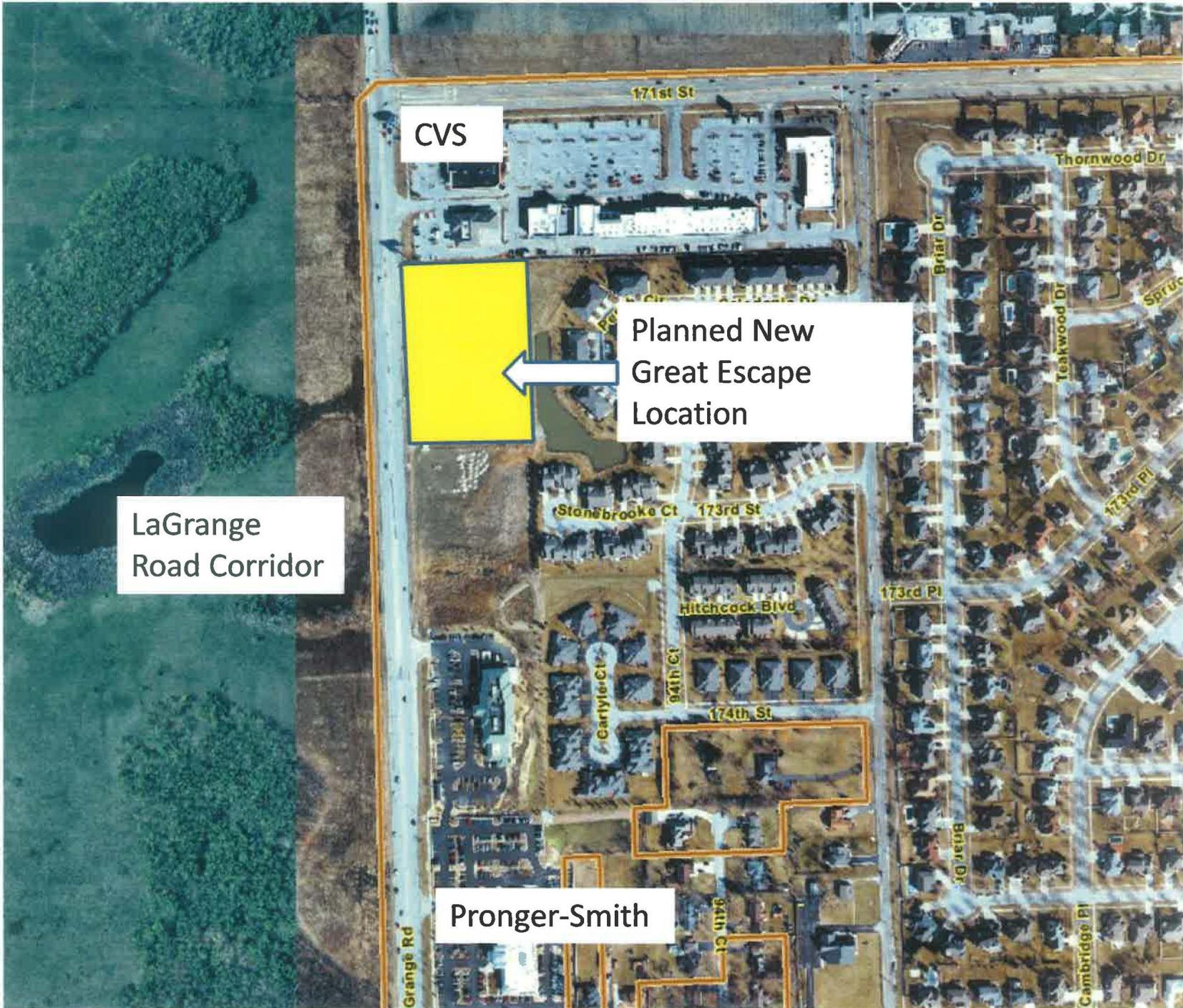
Section D2c- The Project incentive shall not exceed 33 percent of the new capital investment.

**ECC Recommendation**

ECC Finance reviewed this proposal on April 1, 2014 and recommends approval of the incentive request. The proposal meets incentive policy, provides new property and sales tax revenue to the Village, and is an important new development for the LaGrange corridor.

**Action Requested**

Due to short due diligence required, action by the Finance and Economic Development Committee and Village Board is requested by June, 2014.



CVS

Planned New Great Escape Location

LaGrange Road Corridor

Pronger-Smith

# MEMORANDUM



**To: Brian Maher, Public Safety Chairman**

**From: Steve Tilton, Assistant Village Manager**

**Date: April 11, 2014**

**Re: ILEAS Agreement**

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## **Background**

The Village's current Illinois Law Enforcement Alarm System (ILEAS) agreement has been in existence since 2002 and has not been subject to any updates or modifications. As such, the ILEAS governing board has suggested several updates and improvements to the agreement.

## **Proposed Updates to the Agreement**

Key proposed updates to the agreement are as follows:

- **By Laws** – Under the new agreement, the ILEAS by-laws are included in the agreement;
- **Amendment Process** – The updated agreement allows for an amendment process to keep the agreement updated, as needed. Under the current format, any change to the agreement requires all 900 members to sign the updated agreement; and
- **Expanded Role** – The updated agreement expands the definition of law enforcement personnel to include correctional officers.

The Village Attorney has reviewed the proposed agreement and found it to be acceptable.

## **Committee Discussion**

1. Review updated ILEAS agreement; and
2. Direct staff as necessary.

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS.  
COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, **PATRICK E. REA**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2014-R-018**

**A RESOLUTION AUTHORIZING**

Which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the \_\_\_ day of May, 2014, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the \_\_\_ day of May, 2014.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:**

**NAYS:**

**ABSENT:**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_ day of May, 2014.

---

Village Clerk

**RESOLUTION NO. 2014-R-018**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LAW ENFORCEMENT MUTUAL AID AGREEMENT AND THE EXISTENCE AND FORMATION OF THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM BY INTERGOVERNMENTAL COOPERATION.**

**WHEREAS**, the Municipality/County of Cook, of the State of Illinois, is a municipality of the State of Illinois and duly constituted public agency of the State of Illinois, and;

**WHEREAS**, the Village of Tinley Park, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (III. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Village of Tinley Park, and;

**WHEREAS**, the Village of Tinley Park recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

**WHEREAS**, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

**WHEREAS**, in order to have an effective mutual aid agreement for law enforcement resources and services, the Village of Tinley Park recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

**WHEREAS**, the Village of Tinley Park recognizes the need for our specific Municipality to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

**WHEREAS**, the Village of Tinley Park also recognizes the need for the existence of a public agency,

formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

**WHEREAS**, the Village of Tinley Park has been provided with a certain “Law Enforcement Mutual Aid Agreement” which has been reviewed by the elected officials of the Village of Tinley Park and which other public agencies in the State of Illinois are prepared to execute, in conjunction with the Village of Tinley Park, in order to provide and receive law enforcement mutual aid services as set forth in the “Law Enforcement Mutual Aid Agreement,” and;

**WHEREAS**, it is the anticipation and intention of the Village of Tinley Park that this “Law Enforcement Mutual Aid Agreement” will be executed in counterparts as other public agencies choose to enter into the “Law Enforcement Mutual Aid Agreement” and strengthen the number of signatory public agencies and resources available from those public agencies, and;

**WHEREAS**, it is the anticipation and intent of the Village of Tinley Park that this “Law Enforcement Mutual Aid Agreement” will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the “Law Enforcement Mutual Aid Agreement” over time and be considered as if all signatory public agencies to the “Law Enforcement Mutual Aid Agreement” had executed the “Law Enforcement Mutual Aid Agreement” at the same time,

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

**Section 2:** The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The President of the Village of Tinley Park is

hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."

- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**ADOPTED** this        day of May, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this        day of May, 2014, by the President of the Village of Tinley Park.

\_\_\_\_\_  
Village President

ATTEST:

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

**EXHIBIT 1**

**LAW ENFORCEMENT MUTUAL AID AGREEMENT**

# Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

**1. Definitions.** The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

i. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

## **2. Agreement to Participate in Law Enforcement Mutual Aid.**

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

**3. The Illinois Law Enforcement Alarm System.** By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
  1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
  - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
  - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
  - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a “coin toss” selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
  3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
  4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
  1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
  2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
  3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
  4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;
  5. coordinate and provide a facility for training exercises and education;
  6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. maintain a listing or database of available equipment, available animals and alleged independent contractor

experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;
  - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
  - (c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

**4. Additional Signatory Public Agency Provisions**

- a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

- Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.
- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
1. It is a Public Agency under the laws of the State of Illinois.
  2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
  3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained

relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

## **5. Termination of Participation in LEMAA**

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

## **6. Non-Member Affiliates**

- a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
  1. would be eligible to request or provide law enforcement mutual aid, and;
  2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
- A non-member affiliate may:
    1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
    2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
    3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
    4. to the extent permitted by law:
      - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
      - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
  - A non-member affiliate, or its representative(s) may not:
    1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
  3. disclose to any third party or the public at large:
    - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
    - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
    - (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- A non-member affiliate shall:
    1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the non-member affiliate might engage.
    2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
    3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
  - d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
    1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

## **7. Additional Provisions**

- a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.
- b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
  - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
  - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- l. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

*Balance of this page is intentionally left blank before the signature page.*



**Exhibit A**

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

**RESOLUTION NO. 2014-R-005**

**RESOLUTION AUTHORIZING THE  
A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT  
INSTALLATION AND MAINTENANCE BETWEEN THE VILAGE OF TINLEY PARK  
AND CHICAGO SOUTHLAND FIBER NETWORK**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did consider a lease and access agreement, a true and correct copy of such agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois as follows:

**Section 1:** The preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this resolution shall take effect from and after its adoption and approval.

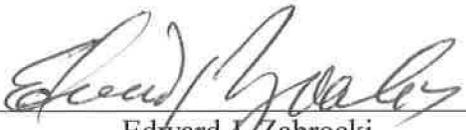
**ADOPTED** this 6<sup>th</sup> day of May, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Seaman, Hannon, Maher, Staunton, Leoni, Grady

NAYS: None

ABSENT: None

**APPROVED** this 6<sup>th</sup> day of May, 2014, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Edward J. Zabrocki  
Village President

ATTEST:   
\_\_\_\_\_  
Patrick E. Rea  
Village Clerk

# **EXHIBIT 1**

## **A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK**

## AGREEMENT FOR GRANT OF IRU

This Agreement for Grant of IRU (this “Agreement”) is executed as of the \_\_\_ day of \_\_\_\_\_, 2014 (the “Execution Date”) by South Suburban Mayors and Managers Association (SSMMA), an Illinois not-for-profit organization, and Chicago Southland Fiber Network (CSFN), a not-for-profit organization, (jointly, “Provider”) in favor of the Village of Tinley Park, an Illinois municipal corporation (“Customer”).

### 1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or where they are defined in the text of the Agreement.

Actual Cost. “Actual Cost” means actual direct cost paid to Third Parties.

Associated Property. “Associated Property” means the Required Rights, Cable Accessories and Structures.

Cable. “Cable” means fiber optic cable along the Route(s) identified in Exhibit A, having fiber optic filaments contained in any suitable jacketing or sheath.

Cable Accessories. “Cable Accessories” means the attachment and suspension hardware, and other components necessary either for the placement or protection of the Cable either underground or overhead or for the continuity of the fiber filaments within the Structures.

Cable Parameters. “Cable Parameters” means the minimum light transmission performance standards for the Customer Fibers set forth in Exhibit B.

Customer Fibers. “Customer Fibers” means the Fibers in which Customer is acquiring an IRU, pursuant to the terms and conditions herein. The number and location of Customer Fibers are set forth in Exhibit A.

Customer Side. “Customer Side” means the side of the Demarcation Point opposite the Provider System.

Customer System. “Customer System” means the telecommunications system owned or controlled by the Customer on the Customer Side of the Demarcation Points including, without limitation, all associated Equipment.

Demarcation Point. “Demarcation Point” means a boundary located at a splice point where a cable from the Customer System is joined to the Customer Fibers. On the side of the Demarcation Point where the Customer System is located, which shall be called the “Customer Side,” Customer shall have all responsibility. The other side of the Demarcation Point shall be called the “Network Side,” on which the Customer Fibers are

located and on which Customer and Provider shall have the responsibilities and rights as set forth herein.

Equipment "Equipment" means the power equipment, electronic and optronic equipment including, without limitation, repeaters, junctions, patch panels, alarm monitoring equipment and other equipment necessary to provide a network of fiber optic transmission capacity and located on the Customer Side of the Demarcation Point. The word "equipment," when not capitalized, refers to equipment of any type.

Execution Date. "Execution Date" means the date of this Agreement as noted above.

Fibers. "Fibers" means the fiber optic filaments contained in the Cable.

Fiber Miles. "Fiber Miles" means the number of Fiber Miles of Customer Fibers in a Route Segment shall be calculated by multiplying the number of Customer Fibers in that Route Segment times the length of those Customer Fibers.

Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond the reasonable control of the impacted Party, including but not limited to earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes.

IRU. "IRU" means an indefeasible right of use permitting Customer to have exclusive use of the Customer Fibers and non-exclusive use of the Associated Property throughout the Term.

Licensor. "Licensor" means the grantor, licensor or issuer of any Required Right.

Network Side. "Network Side" means the side of the Demarcation Point on which the Customers Fibers are located.

Pro Rata Share. "Pro Rata Share" means a fraction, the numerator of which is the number of Customer Fibers in the subject Cable and the denominator of which is the total number of Fibers within said Cable.

Provider Fibers. "Provider Fibers" means all Fibers in the Cable which is the subject of this Agreement other than the Customer Fibers.

Provider System. "Provider System" means the entire communications system assembled by Provider, including the Cable, Cable Accessories, Structures and Required Rights.

Required Right. "Required Right" means any agreement, conveyance, easement, license, franchise or permit obtained by Provider from a government entity or other Third Party governing the terms under which Provider may access and use public rights-of-way,

private property, Structures, and other property in order for Provider to use, install, construct and maintain Cable, Cable Accessories and Structures. If the interest held by Provider in the Customer Fibers is an IRU from a Third Party, that IRU shall be treated as a Required Right.

Route. “Route” means the path or paths on which the Cable is located, as identified in Exhibit A.

Route Segment. “Route Segment” means a portion of the Route between any two splice points.

Structures. “Structures” means towers, poles, conduit, manholes, hand holes, splice cases, and associated civil works on or in which the Cable is located.

Term. “Term” means the period of time during which Customer shall hold the IRU granted hereunder, which shall commence on the Execution Date and continue thereafter for a period of ten (10) years, unless sooner terminated in compliance with the terms of this Agreement. Unless either Party gives a written termination notice at least ninety (90) days prior to the end of the current Term, the IRU will be automatically renewed for successive one (1) year terms (each a “Renewal Term”).

Third Party. “Third Party” means any party, person or entity that is not a signatory to this Agreement or an affiliate of a signatory and any party, person, or entity that is not a successor or permitted assignee of the signatories hereto.

## **2. GRANT OF IRU**

Provider hereby grants to Customer, for the Term defined herein, an IRU in and to the individual strands of optical Fiber (the “Customer Fibers”) identified on Exhibit A attached hereto, each complying with the Cable Parameters set forth in Exhibit B, together with an IRU in common with others to use so much of the Associated Property as is reasonably required for the beneficial use of the Customer Fibers. The foregoing IRU to use the Customer Fibers and Associated Property is subject to the terms, conditions and restrictions set forth in this Agreement.

## **3. PREMISES LEASE; CONSIDERATION**

In consideration of this Grant of IRU, Customer shall provide Provider rights and access to use real property identified in the Lease and Access Agreement, entered into by the Parties on even date herewith, under the terms and conditions set forth therein.

## **4. NETWORK IDENTIFICATION**

Provider shall cause the Demarcation Points and the Customer Fibers to be designated on Provider’s system maps and as-built drawings. Facilities shall be marked in the field in compliance with Provider’s policies and procedures, as amended from time to time.

Provider shall deliver to Customer -two sets of system maps and as-built drawings for the Route Segments in which the Customer Fibers are located. Copies of any maps or drawings that must be updated or prepared due to maintenance or relocation work performed by Provider during the Term shall be delivered as soon as practicable after completion of the work.

## 5. CONDITIONS OF CUSTOMER FIBER USE

5.1 Generally. Customer may use the Customer Fibers for any lawful purpose, provided that such use is technologically compatible with the overall use of the Provider System for communications services and that such use does not interfere with the use of the Provider Fibers by Provider or any Third Party. Customer shall exercise its rights in the Customer Fibers and Associated Property in compliance with all applicable state, local, and federal laws, regulations, and codes. Customer shall at Customer's expense be solely responsible for all aspects of the operation of the Customer System and the operation and maintenance of the Customer System and Equipment on the Customer Side of the Demarcation Point. Customer shall have no right to use the Provider Fibers.

To the extent that Provider's actions, including future expansions and modifications, are reasonably anticipated to cause interference with Customer's use of their Customer Fiber, Provider shall notify Customer of such changes to the CSFN system, provide a reasonable period for Customer to adjust to the proposed changes, and Provider shall take reasonable steps, given the Provider's goals, budget constraints and available technology, to minimize any interference when taking such action.

5.2 Associated Property. Although Customer's right to use Customer Fibers shall be exclusive, Customer's incidental use of the Associated Property shall be nonexclusive and subject to the terms and conditions of this Agreement and the Required Rights, which Customer shall not violate.

5.3 No Signal Regeneration or Space. Provider has no responsibility to provide equipment to regenerate or amplify the communications signals transmitted by Customer on the Customer Fibers, or to provide land or building space or electric power or any other support facility that would enable Customer to accomplish such regeneration. Customer may, as provided below, connect to the Customer Fibers to establish its own regeneration facilities.

5.4 Connection to Customer Fiber. Customer's IRU in the Customer Fibers shall include a right to connect, at Customer's expense, the Customer Fibers to the Customer System, a building entrance facility, or to the fibers or system of a Third Party at a reasonable number of Demarcation Points using a Customer or Third Party right-of-way or public right-of-way.

5.5 Building Entrances. Customer acknowledges and agrees that, except to the extent that the Exhibit A description of the Customer Fibers specifies a Demarcation Point inside a building, connectivity into buildings is solely the Customer's responsibility and at Customer's expense.

## 6. OWNERSHIP AND TAXES

6.1 Title. During the Term, title to the Structures, Cable, Cable Accessories, Fibers, and any property installed or constructed on Structures, shall be held by Provider, Licensor or other Third Party pursuant to the terms of the Required Rights. The interest of Customer in the Customer Fibers during the Term shall be an indefeasible right of use under the terms specified in this Agreement.

6.2 Required Rights.

- A. Provider has obtained or will use best efforts to obtain the Required Rights needed for installation of the Cable along the Route. Customer's IRU shall be subject to the terms, limitations and reservations of the Required Rights, and subject to the terms under which the right of way is owned or held by the Licensors granting the Required Rights, including, but not limited to, covenants, conditions, restrictions, easements, and to the rights of tenants and licensees in possession.
- B. On Customer's written request, Provider shall make available for inspection by Customer, at Provider's offices during normal business hours, copies of all Required Rights and Provider will notify Customer if such Required Rights will affect their existing use of the Customer Fiber. To the best of Provider's knowledge, none of the Required Rights existing as of the Execution Date would interfere with the Customer's proposed use of Customer Fiber. Provider shall notify Customer of any changes in Required Rights or new Required Rights that arise after the Execution Date.
- C. Throughout the Term, Provider shall comply with the terms and conditions of the Required Rights and keep the Required Rights in full force and effect. Neither Provider nor Customer shall take any action, or fail to take a required action, that would constitute a breach of a Required Right.
- D. Upon the expiration or other termination of a Required Right, Provider shall obtain an extension or replacement of the Required Right or an alternate right of way. Provider shall pay the Actual Cost of obtaining an extension or replacement or alternate right of way.
- E. In the event that Provider is unable to obtain an extension or replacement of or an alternate to a Required Right and is forced to remove a portion of

the Cable containing Customer Fibers, such removal shall be treated as a decommissioning of that Cable. Unless all of Customer's rights to the Customer Fibers are otherwise restored within the time frame set forth in Section 8, Provider will be in default under the Agreement.

6.3 Income Taxes. Customer and Provider agree that each Party will be responsible for paying its own existing or future federal, state and local income, franchise and/or other similar existing or future taxes imposed on business activities or entities. The Parties agree they will file all necessary income tax returns and otherwise take all necessary actions with respect to income taxes in a manner consistent with the foregoing.

6.4 Reversion. Customer's IRU to use all of the Customer Fibers shall revert to Provider at the end of the Term or upon early termination of this Agreement. Upon the early termination of the IRU for all or any portion of the Customer Fibers along a particular Route Segment, Customer's IRU for the relevant Customer Fibers shall revert to Provider.

## 7. REPRESENTATIONS AND WARRANTIES

7.1 Common Representations. Each of the Parties represents and warrants that it has full authority to enter into and perform this Agreement, that this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and that this Agreement is fully enforceable in accordance with its terms.

7.2 No Express or Implied Warranties or Other Representations. Except as set forth in this IRU Agreement, neither party makes any warranties or representations, express or implied, with regard to their respective performance or conduct, including but not limited to, the performance of the Network and use of the Customer Fibers for any specific purpose.

## 8. DEFAULT AND REMEDIES

8.1 Default. A Party shall be in default under this Agreement if the Party fails to perform, in any material respect, any of its obligations set forth in this Agreement, and such failure is not excused by any provision of this Agreement and continues un-remedied for a period of thirty (30) days following written notice from the non-breaching Party, provided that if the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced to cure, there shall be no Default so long as the Party thereafter diligently continues such cure to completion.

8.2 Remedies. Upon the occurrence of a default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to pursue any and all legal or equitable remedies it may have against the Party in default including, without limitation, the right to seek injunctive relief to prevent the

Party in default from continuing to default its obligations under this Agreement and the right to declare a termination of this Agreement.

## **9. INDEMNIFICATION**

- 9.1 Provider hereby agrees to indemnify, defend, and hold harmless Customer and its Affiliates and their employees (herein, an “Indemnified Party”) from and against claims by or liabilities to any third party for: (i) any injury to or death of any Person, or any damage to or loss of tangible property or facilities, to the extent arising out of or resulting from the negligence or willful misconduct of Provider and its affiliates and their employees, agents, contractors, licensees, invitees and vendors (collectively herein, an “Indemnifying Party”) in connection with the performance of any obligations of Provider under this Agreement; or (ii) any claims, liabilities or damages arising out of any violation of any regulation, rule, statute or court order by an Indemnifying Party in connection with the performance of any obligations or exercise of any rights of Provider under this Agreement. The foregoing indemnity to defend shall include the obligation to pay or reimburse for reasonable attorney fees and court costs.
- 9.2 Customer hereby agrees to indemnify, defend, and hold harmless Provider, any its Affiliates and their employees (herein, an “Indemnified Party”) from and against claims by or liabilities to any third party for: (i) any injury to or death of any Person, or any damage to or loss of tangible property or facilities, to the extent arising out of or resulting from the negligence or willful misconduct of Customer and its Affiliates and their employees, agents, contractors, licensees, invitees and vendors (collectively herein, an “Indemnifying Party”) in connection with the performance of any obligations of Customer or exercise of any of the rights of Customer under this Agreement; or (ii) any claims, liabilities or damages arising out of any violation of any regulation, rule, statute or court order by an Indemnifying Party in connection with the performance of any obligations or exercise of any rights of Customer under this Agreement. The foregoing indemnity to defend shall include the obligation to pay or reimburse for reasonable attorney fees and court costs.
- 9.3 Both Parties agree to provide the other with notice of any claim which may result in an indemnification obligation hereunder promptly after learning of such claim. The Indemnifying Party may defend such claim with counsel of its own choosing, provided that no settlement or compromise of any such claim will occur without the consent of the Indemnified Party, which consent shall not be unreasonably withheld.
- 9.4 An Indemnifying Party shall not be required to indemnify and hold harmless an Indemnified Party for any injury or damage caused by the Indemnified Party’s own negligence of willful and wanton conduct.

## **10. FORCE MAJEURE**

- 10.1 Force Majeure Events. Notwithstanding any other provision of this Agreement, neither Customer nor Provider shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage, resulting from a Force Majeure Event.
- 10.2 Response to Force Majeure. A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.
- 10.3 Suspension Pending Force Majeure. The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party's ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.
- 10.4 No Suspension of Indemnities. The obligation of a Party to indemnify the other Party that is specified anywhere in this Agreement shall not be suspended or eliminated due to the occurrence of a Force Majeure Event.

## 11. ASSIGNMENT

- 11.1 Assignment. This Agreement may be assigned by either Party without the consent of the other Party. However, any assignment of this Agreement shall only be valid if: (a) it is in writing and if the assignee executes that writing and therein agrees to be bound by the Agreement and to perform all of the obligations of the assignor hereunder and (b) a fully executed counterpart of the foregoing instrument is delivered to the other Party within ten (10) business days after execution along with a notice specifying the notice information for the assignee for purposes of Section 11. To the extent Provider assigns its obligations under this Agreement, the assignee must also agree to be bound by all applicable terms and conditions of the Lease and Access Agreement, attached hereto as Exhibit C.
- 11.2 Agreement Binding; Assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment shall release the assignor from liability under this Agreement.
- 11.3 Transfer Less than an Assignment. Customer may without Provider's consent lease, grant an IRU, or otherwise transfer an interest in all or any portion of the Customer Fibers that is less than an assignment of this entire Agreement, provided that: (a) such interest shall be subject to all of the terms and conditions of this Agreement; and (b) Customer shall remain the sole point of contact with Provider regarding the Customer Fibers.

## 12. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be: (a) in writing; (b) delivered by personal delivery, facsimile transmission (to be followed promptly by written confirmation mailed by commercial delivery service or certified mail as provided below) or sent by commercial delivery service or certified mail, return receipt requested; (c) deemed to have been given on the date of personal delivery, the date of transmission and receipt of facsimile transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt; and (d) addressed as follows:

If to Provider: Chicago Southland Fiber Network  
c/o Rusty Winchel  
Northern Illinois Regional Development Institute  
1120 East Diehl Road, #140  
Naperville, Illinois 60563  
rwinchel@niu.edu

with a copy to:

Brent O. Denzin  
Ancel, Glink, Diamond, Bush, DiCianni & Krafhefer, P.C.  
140 S. Dearborn Suite 600  
Chicago, Illinois 60603  
bdenzin@ancelglink.com

If to Customer:

Village Manager  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

Copy to: Terrence M. Barnicle  
Klein, Thorpe & Jenkins, Ltd.  
20 N. Wacker Drive – Suite 1660  
Chicago, IL 60606

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

## 13. MISCELLANEOUS

### 13.1 Insurance.

- A. During the term of this Agreement, each party shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c)

products/completed operations, (d) personal and advertising injury, (e) contractual liability, and (f) explosion, collapse and underground hazards, with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; (iii) Automobile Liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000.00 each accident; and (iv) any other insurance coverages required under or pursuant to the Required Rights. The requirements for Commercial General Liability insurance coverage, set forth herein, shall not be satisfied with a "claims-made" policy.

- B. Both parties expressly acknowledge that a party shall be deemed to be in compliance with the provisions of this Article if it maintains an approved self-insurance program providing for retention of up to \$1,000,000.00. If either party provides any of the foregoing coverages (except Commercial General Liability) on a claims made basis, such policy or policies shall be for at least a three (3) year extended reporting or discovery period.
- C. Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A or better by Best's Key Rating Guide and each party shall, upon request, provide the other party with an insurance certificate confirming compliance with the requirements of this Article.
- D. Customer and Provider shall each obtain from the insurance companies providing the coverages required by this Agreement, the permission of such insurers to allow such party to waive all rights of subrogation and such party does hereby waive all rights of said insurance companies to subrogation against the other party, its affiliates, subsidiaries, assignees, officers, directors and employees. To the extent of each party's respective indemnification obligation, each party shall name the other party as an additional insured on their respective Commercial General Liability policies.
- E. In the event either party fails to maintain the required insurance coverages and a claim is made or suffered, such party shall indemnify and hold harmless the other party from any and all claims for which the required insurance would have provided coverage.

13.2 No Joint Venture. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Customer and Provider, and no Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party,

unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

13.3 No Waivers. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder and no course of dealing between the Parties shall operate as a waiver of any terms or conditions of this Agreement. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13.4 Additional Actions and Documents. Each of the Parties hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its best efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

13.5 Construction

A. The descriptive headings of the several articles and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Such headings shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

B. This Agreement has been negotiated by the Parties at arms length and each Party has been represented by their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the Party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

C. Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

13.6 Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written in whole herein.

13.7 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same

instrument; all counterparts shall constitute one and the same document. A facsimile transmission of a signature shall be deemed to be an original signature. The Party providing a signature by facsimile shall upon request deliver an original counterpart of the same to the other Party.

- 13.8 Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Illinois, without regard to any choice of law provisions that would fix jurisdiction in a different State.
- 13.9 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by an authorized officer of the Party against whom the amendment is sought to be enforced.
- 13.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Furthermore, if any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent in a particular jurisdiction, such provision shall remain valid and enforceable to the extent permitted in other jurisdictions.
- 13.11 Survival. The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, indemnities and limitations of liability, shall survive the expiration or termination of this Agreement.
- 13.12 Time. If the last day permitted for the giving of any notice or the performance of any act required or permitted under this Agreement falls on a day that is not a business day, the time for the giving of such notice or the performance of such act will be extended to the next succeeding business day.
- 13.13 Waiver of Jury Trial. Each of the parties hereto hereby voluntarily and irrevocably waives trial by jury in any action or other proceeding brought in connection with this Agreement.
- 13.14 Dispute Resolution. If the parties are unable to resolve any dispute arising under or relating to this Agreement, the parties shall resolve such disagreement or dispute as follows:

- A. Either party may refer the matter to management-level representatives of the parties by written notice to the other party (the "Dispute Notice"). Within fifteen (15) days after delivery of the Dispute Notice such representatives of both parties shall meet at a mutually acceptable time and place to exchange all relevant information in an attempt to resolve the dispute.
- B. If the matter has not been resolved within thirty (30) days after delivery of the Dispute Notice, or if such officers fail to meet within fifteen (15) days after delivery of such Dispute Notice, either party may initiate mediation in accordance with the procedures set forth in (iii) below. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.
- C. If such representatives are unable to resolve the dispute or have failed to meet, the parties agree to participate in a non-binding mediation procedure as follows: (A) a mediator will be selected by having counsel for each party agree on a single person to act as mediator. The parties' counsel, as well as up to three (3) representatives of each of the parties, will appear before the mediator at a time and place determined by the mediator, but not more than sixty (60) days after delivery of the Dispute Notice. The fees of the mediator and other costs of the mediation will be shared equally by the parties. (B) Each party will present a review of the matter and its position with respect to such matter. At the conclusion of both presentations the parties may ask questions of each other. Either party may abandon the mediation procedure at the end of the presentation and question periods and the mediation procedure shall not be binding on either party.
- D. If the matter is not resolved after applying the mediation procedure set forth above, or if either party refuses to take part in the mediation process, the parties may initiate binding arbitration proceedings to resolve their dispute. Any such arbitration proceedings shall take place in Chicago, Illinois in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association ("Arbitration Rules"), as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. §§1-16 ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator

have the authority to make any award that provides for punitive or exemplary damages. The arbitrator's decision shall follow the plain meaning of relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

**[Reminder Left Blank]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

**South Suburban Mayors and Managers Association (Provider)**

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

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

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

**Chicago Southland Fiber Network (Provider)**

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

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

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

**Village of Tinley Park, Illinois (Customer)**

By: 

Name: Edward J. Zabrocki

Title: Village President



## IRU GRANT EXHIBIT A

### IDENTIFICATION OF CUSTOMER FIBERS

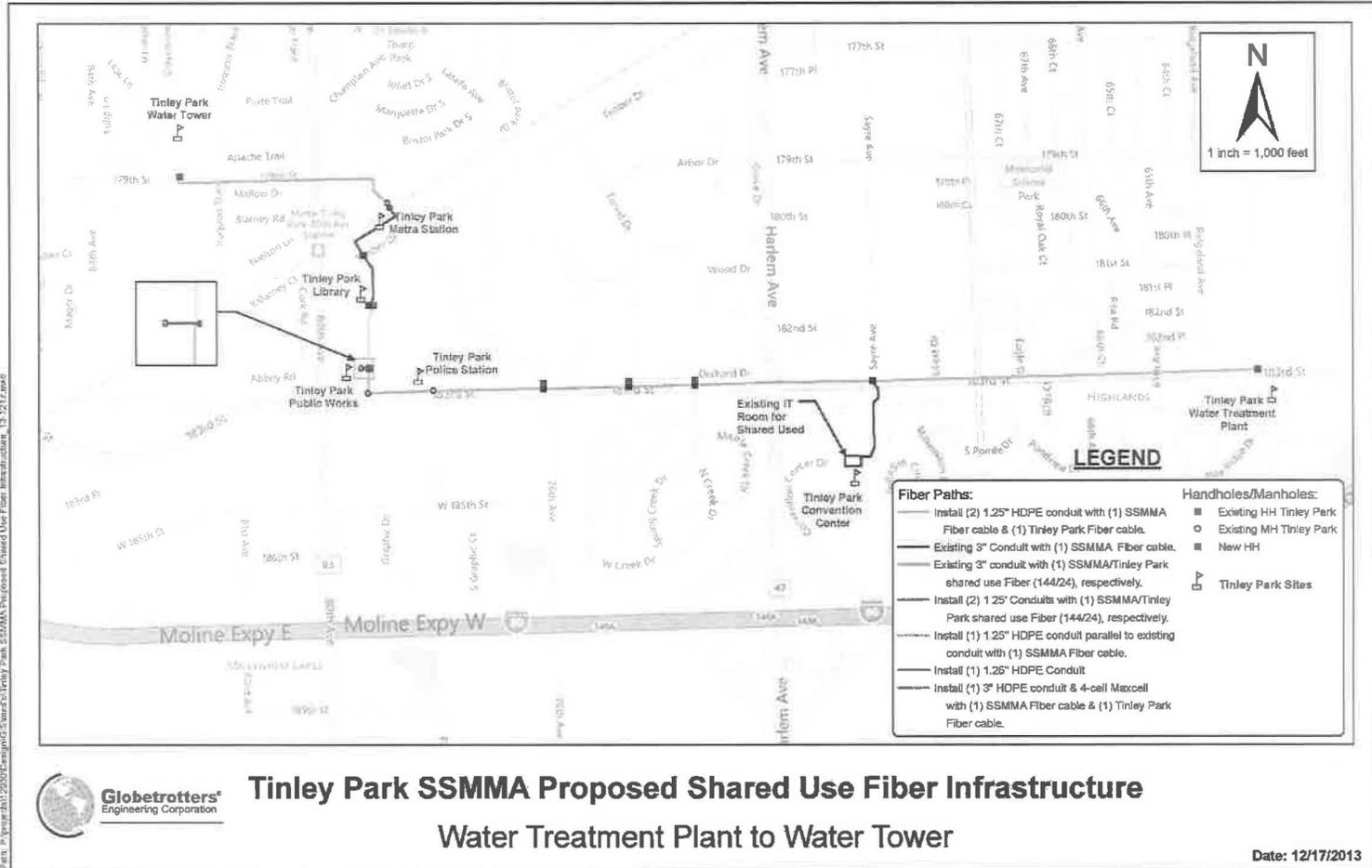
1. CSFN will provide (IRU) four (4) strands of single mode optical fiber for each fiber path (route) constructed by CSFN within the Village of Tinley Park. CSFN will provision and reserve fiber strands:

*(based on TIA/EIA-598 color code)*

Strand	Buffer Tube Color	Fiber Strand
129	Rose	Yellow
130	Rose	Violet
131	Rose	Rose
131	Rose	Aqua

2. Fiber strands can only be accessed by the Village at splice enclosures placed at hand holes with slack coils provided for mid sheath access, or at Village facilities with fiber termination/splice panels provided for end of span fiber access.
3. Fiber splicing to modify, cross connect, terminate or otherwise configure the optical strands provisioned to the Village must be completed by an approved CSFN vendor/contractor.
4. Fiber splicing, configuration, termination or reconfiguration of the fiber strands requested or required by the Village of Tinley Park for fiber strands assigned to the Village will be completed at the Village's expense.

The Route(s) for the Cable containing the Customer Fibers are as follows:



**Tinley Park SSMMA Proposed Shared Use Fiber Infrastructure**  
**Water Treatment Plant to Water Tower**



Date: 12/17/2013

**IRU GRANT EXHIBIT B**

**CABLE PARAMETERS**

Provider shall perform bi-directional optical time domain reflectometer (“OTDR”) and power meter testing of the Customer Fibers with industry accepted equipment. Provider shall record OTDR traces and loss measurements and make such data available to Customer. Discontinuities (known as steps, splices, or attenuation non-uniformities) shall be measured with an OTDR to determine the loss of the localized attenuation. Continuity tests will be done to verify that no fibers have been “frogged” or crossed in any of the splice points.

No fiber shall show a point discontinuity greater than 0.15dB. However, Fiber spans that include a discontinuity in excess of specifications shall still be considered acceptable provided said Fiber still meets the overall attenuation and dispersion specifications set forth in the table below.

**Fiber Facilities Loss Table**

Wave Length (nm)	Typical Fiber Loss (dB/km)	Max. Connector Loss (dB)	Avg. Splice Loss (dB) Per Section	Max. Loss (dB) per Splice	Avg. Bidirectional Splice Loss (dB) per Splice Point
1310	0.35	0.5	0.15	0.2	0.15
1550	0.25	0.5	0.15	0.2	0.15

**EXHIBIT C**

**TINLEY PARK CONVENTION CENTER PREMISES LEASE**

4818-1273-1930, v. 1

# Memorandum



**To:** Michael Mertens, Interim Village Manager  
**From:** Dale Schepers, Public Works Director  
**Date:** 2 April, 2014  
**Subject:** Approval of Lease Agreement with SSMMA to allow fiber optic infrastructure and equipment to be located and operated on certain Village-owned properties for the purpose of providing certain broadband services.

---

Presented for 15 April 2014, Public Works Committee discussion and possible action:

Description: SSMMA secured grant funding to construct 60 miles of high capacity fiber optic backbone and lateral infrastructure that will provide high speed communication and data transmission capabilities for local government, schools, libraries, colleges, universities, museums, state agencies, hospitals and health care systems that are not otherwise available in the south suburbs.

SSMMA formed the Chicago Southland Fiber Network (CSFN), a non profit organization that will operate, maintain and expand the fiber infrastructure, and market high capacity internet/data services to potential clients in both public and private sectors. CSFN identified the Tinley Park Convention Center as a key location for a sub-regional hub for the fiber network and has negotiated terms of a lease agreement with Village staff. The lease agreement terms also defines the approved alignment of CSFN infrastructure within specific Village rights-of-way and co-location of CSFN fiber in existing Village infrastructure.

Benefits to the Community and Region: The attached Cook County Department of Economic Development article and a posting from Broadband Magazine describe the regional benefits for southland area in detail. Specific benefits for the Village of Tinley Park include access to dark fiber (strands that CSFN provides to the Village for its exclusive use) and a 50% discount on internet provider services for government use, which includes wifi for patrons if Tinley Park Convention Center events.

Staff Direction Request: Staff is seeking Board direction for possible confirmation of the collective value of benefits provided to the Village of Tinley Park and the south suburban region by if providing access to certain Village properties and ROW for the purpose of constructing, operating and maintaining the proposed fiber optic network infrastructure.

Attachments:

1. CSFN Lease Agreement
2. Articles from Cook County Department of Economic Development and Broadband Magazine.

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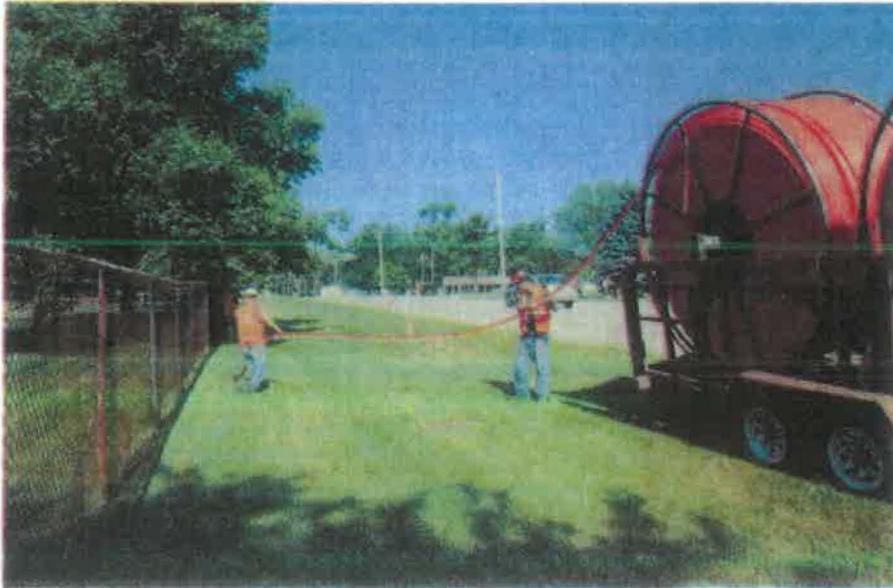
### Revitalizing the Chicago Southland

A Rust Belt region jump-starts its economic turnaround by building a middle-mile fiber network.

By Masha Zager ■ *Broadband Communities*

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John Burns Construction workers install fiber optic cable across the street from Monee Village Hall.

Stretching southward from Chicago for some 40 miles through Cook and Will counties is a collection of cities and villages known as the Chicago Southland. Traditionally blue-collar and industrial, the area suffered the dislocations typical of the entire Rust Belt as steel mills and other heavy industry disappeared. Some closer-in suburbs became popular with metro area residents priced out of Chicago's northern suburbs and fared relatively well. The village of Tinley Park, for example, was designated the "best place in America to raise kids" by BloombergBusinessweek in 2009 because of its good schools, accessibility to Chicago and relatively affordable housing. This year, the village of Homewood ranked third in CNN Money's list of best places to live where homes are affordable.

Other parts of the Southland were harder hit by job losses and widespread mortgage foreclosures. After the housing market collapse, southern Cook County had the highest foreclosure rate in Illinois; some communities could not even keep up with maintenance and code enforcement on abandoned homes. Many commercial properties are still vacant today.

Forty-two cities and villages in the Southland participate in a regional organization, the South Suburban Mayors and Managers Association (SSMMA), through which they work cooperatively on the region's pressing issues – economic development, transportation, land

use, infrastructure, public safety, housing and more. By the mid-2000s, SSMMA realized that poor broadband infrastructure was a limiting factor in the Southland, discouraging institutions and businesses from locating or expanding there.

With the help of a \$190,000 state grant, SSMMA contracted with the Broadband Development Group of Northern Illinois University (NIU) to determine what type of broadband infrastructure the area needed. NIU broadband consultant Rusty Winchel notes that he was originally asked to investigate community wireless broadband. However, he says, "We brought in data that showed residential users and small to midsized businesses were well served, but anyone who needed more than a couple of megabits per second was not. We strongly pushed fiber infrastructure with a gigabit or more of connectivity, and we identified 450 locations, including 175 schools, that needed that kind of connectivity."



**A FIBER NETWORK IS LAUNCHED**

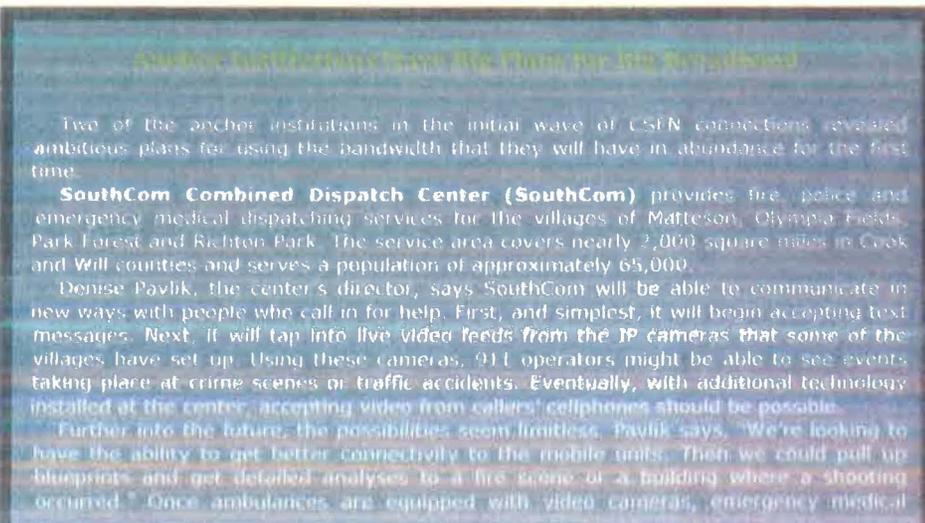
As a result of NIU's study, the association determined that the Southland needed a regional fiber optic network and began applying for grants. The Illinois Department of Commerce and Economic Opportunity invested \$6.1 million through the Illinois Jobs Now! program, and Cook County redirected \$10 million to the network from other projects to match the state grant. In April 2012, the Chicago Southland Fiber Network (CSFN) project got underway.

Several contractors were hired for the project: NIU continues to provide planning and consulting support, Globetrotters Engineering Corporation performs design and engineering, John Burns Construction Company is responsible for the construction and G4S Technology provides operations and maintenance services. The primary equipment vendor is Ciena. Connectivity services for the anchor institutions will be provided by a third-party provider, whose name had not been announced as of press time.

Though the state grant was awarded to SSMMA (in partnership with the Cook County Bureau of Technology), once construction is completed, SSMMA will turn over the network to a separate not-for-profit entity, also called Chicago Southland Fiber Network.

The network's backbone runs along the I-57 highway south from Chicago. Laterals will run from the backbone to municipal government offices, public safety sites, community colleges, economic development sites, hospitals and health information exchanges. In addition, the network will pass many K-12 schools and will be able to bid for E-Rate funding to serve some of those schools. Winchel notes that many area school districts "are very disadvantaged and have poor access to any Internet service at all."

CSFN will also connect to other state and national networks, including the Illinois Century Network (ICN), a high-speed network used by educational and public institutions throughout the state. "The CSFN will extend ICN connectivity deeper into the community, and as the ICN builds out its own public fiber ring around the state, it will reduce ISP costs to the county and SSMMA members, as well as other Illinois governments [that] will be able to take advantage of cost-effective, high-speed broadband services," explained Greg Wass, chief information officer of Cook County, at the time of the project launch. ICN also worked with the Illinois Department of Transportation to help CSFN coordinate installation of most of the duct support required along the I-57 corridor.



technicians in the ambulances will be able to communicate visually with both the dispatch center and the hospital emergency room. "It's going to be a big change to be able to send and receive information in various ways, not just voice information from landlines and cellphones," Favlik adds.

**South Suburban College**, another connected institution, will offer courses in telemedicine, telepresence and one-to-one applications in which students will learn on their own timetable and at their own pace. It will also connect with local feeder schools and libraries and has already started working to develop the designs for extending bandwidth to areas in need. Lessons learned from the initial trials will be used as a boilerplate for reaching even more areas. Says John McCormack, executive director of information technology at the college, "This is an exciting time for the college, and we are proud to be a part of this worthwhile project."

### CONNECTING ANCHOR INSTITUTIONS

By June 2013, the I-57 portion of the construction was complete, and the next phase began – connecting the anchor institutions. First to be linked up were the municipal facilities of the village of Monee in Will County, about 35 miles south of Chicago. "Our community gets an immediate benefit," Monee Village President Jay Farquhar said in June. "Our public safety departments will be using fiber-enabled monitoring and operational support applications, and our teachers will no longer be limited by bandwidth, soon having the ability to provide high-quality video and educational resources in the classroom."

Construction continued throughout the summer, linking such sites as South Suburban College, Governor State University, SouthCom Joint Dispatch and about 30 more locations. Connection of the laterals to other anchor institutions is expected to be completed by the end of 2013. (One of the locations to be linked up is the Tinley Park Convention Center, where **Broadband Communities** will hold a conference on community fiber networks and economic development from November 5–7.)

SSMMA hopes to find grant funding for a second phase of network construction that would extend the CSFN farther into Will County, possibly to the site of a proposed new airport in Peotone, the southernmost tip of the Southland. Though the association is relying on grant funding for capital costs, it expects operational and maintenance fees to be met primarily through user fees, according to executive director Ed Paesel.



The SouthCom Dispatch Center will soon be able to tap into live video feeds from IP cameras.

### OUTREACH TO COMMERCIAL CUSTOMERS

In addition to serving anchor institutions, CSFN will provide dark fiber and lit services to commercial users through a commercial subsidiary, and SSMMA is in discussions with several Internet service providers that are interested in serving commercial customers. One service provider is considering linking a data center to CSFN that would offer data recovery and storage services to large enterprises.

SSMMA has had conversations with regional businesses such as transportation equipment manufacturers, software developers, warehouses and health care providers. Winchel says, "Property managers are always asking when it's going to be available. ... Now that we have fiber in the ground, it will be interesting to go back in and get them to sign on the dotted line." Unlike the anchor institutions, commercial customers will be asked to contribute toward connection costs.

In addition to enabling the growth and success of existing businesses, SSMMA hopes to lure new businesses to the region. Beyond the transportation and logistics firms that predominate in the area today, the Southland now has an opportunity to attract new industries that might have overlooked the area in the past. Paesel says that with the network in place, the Southland will be in a good position to compete for call centers. And Michael Scholefield, chairman of the Chicago Southland Economic Development Corp., recently wrote

an op-ed in the Times of Northwest Indiana urging Sears – which plans to convert some shuttered, underperforming stores into data centers for e-commerce – to take advantage of the CSFN and consider this option for its Chicago Southland stores.

Scholefield said, “What I see is the formation of an irresistible redevelopment force for transitioning from a 19th-century retail development model to a 21st-century communications platform for not only public applications but Southland commercial opportunity as well.”

#### About the Author

Masha Zager is the editor of **Broadband Communities**. You can reach her at [masha@bbcmag.com](mailto:masha@bbcmag.com).





TONI PRECKWINKLE, PRESIDENT

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## Chicago Southland Fiber Network Project Begins

by BARBARA.MALOOF on MAY 2, 2012 · [LEAVE A COMMENT](#) · in [ECONOMIC DEVELOPMENT BLOG](#)

Cook County Chief Information Officer Greg Wass was joined on April 27 by South Suburban Mayors & Managers Association (SSMMA) Executive Director Edward Paesel to announce the successful start of the Chicago Southland Fiber Network (CSFN) project. The project is funded by the "Illinois Jobs Now!" capital construction program and includes a \$10 million commitment from Cook County along with the state's \$6.1 million investment.

The complete CSFN project will consist of 60 miles of fiber optic backbone and lateral infrastructure linking south suburban municipalities, public safety sites, community colleges, economic development fiber optic access sites, and two major Cook County anchor locations – Markham Courthouse and Oak Forest Hospital. The fiber optic infrastructure will be used to provide backbone connectivity to the SSMMA communities bordering I-57 and other key sites in the corridor, establishing access to high capacity Internet services. This will include access to the Illinois Century Network (ICN), which is used for education and public

### CONTACT US

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69 W. Washington St  
Suite 3000

Chicago, IL 60602

312-603-1077 or 1000 (o)

312-603-9725(f)

E-mail us at: [Info.Edev@cookcountyil.gov](mailto:Info.Edev@cookcountyil.gov)



institutions, and dark fiber resources for both public and private entities, which is used for point to point or multi-point network and data applications.

“I’m happy to see the progress we’re making on the CSFN project, and looking forward to continued collaboration with the state and south suburbs to use this new infrastructure to advance business enterprise, healthcare and education in the region,” said Cook County Board President Toni Preckwinkle.

The CSFN project has already achieved a major milestone. SSMMA, the Illinois Department of Transportation and ICN have coordinated the installation of over 90,000 feet, or approximately 65 percent of the duct support needed for the CSFN along the I-57 corridor. The project has received a number of IDOT construction permits and other permits are in progress.

“The early success of this project is an excellent example of the benefits of leveraging state and county funding and the benefits of collaboration among the Illinois Office of the Governor, Illinois Department of Transportation, CMS’s Illinois Century Network, Cook County, Northern Illinois University and SSMMA,” said Ed Paesel, executive director of SSMMA.

Economic development is a driving force behind this project. Broadband is an essential requirement for growth and provides the capability to compete in the global economy. CSFN will help create jobs in the region by providing existing business and industry with links between multiple sites and high bandwidth links to the Internet and centralized data center resources. The CSFN will provide high bandwidth connectivity to teaching hospitals, health information exchanges, enhance ICUs, and will connect with other statewide and national networks.

“The CSFN will extend ICN connectivity deeper into the community, and as the ICN builds out its own public fiber ring around the state, it will reduce internet service provider (ISP) costs to the County and SSMMA members, as well as other Illinois governments who will be able to take advantage of cost effective, high speed broadband services within the next year,” said Cook County CIO Greg Wass.

The CSFN project is the first step in building a broadband infrastructure for the 21st century in the Chicago Southland. This state-county-SSMMA collaboration is a committed partnership and will provide a positive impact on the residents and businesses of Cook County, as well as the state of Illinois.

*Tagged with: [Broadband Infrastructure](#) • [Chicago Southland Fiber Network](#) • [Cook County](#)*



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# Memorandum



**To:** Dale Schepers, Public Works Director  
**From:** Kelly Borak, Street Superintendent  
**Date:** May 15, 2014  
**Subject:** Set Bid Date for 76<sup>th</sup> Ave Culvert Rehabilitation beneath 161<sup>st</sup> and 160<sup>th</sup> (Ozark Ave to 76<sup>th</sup> Ave)

---

Public Works requests consideration and possible action by the Village Board to set a bid date for the following project. Plans and specifications have been prepared and are ready for the public bidding process.

**June 19th 2014 at 10:00 AM: Bid Opening  
76<sup>th</sup> Ave Culvert Rehabilitation**

The locations for the current program (May 1, 2014 – April 30, 2015) are the culverts located along 76<sup>th</sup> Avenue beneath 161<sup>st</sup> Place and the culvert beneath 160<sup>th</sup> Place between Ozark Avenue and 76<sup>th</sup> Avenue. This will be a one year contract with two one year options to renew. We will be spray lining the culverts to give them structural integrity.





# Interoffice Memorandum

Public Works Department

Date: May 15, 2014

To: Dale Schepers, Public Works Director

From: John Urbanski, Facilities & Fleet Superintendent

Re: **Parking Lot / Alley / Platform Improvements Bid Date Request**

Presented for May 20<sup>th</sup>, 2014 Village Board discussion and possible action:

Public Works requests consideration and possible action by the Village Board to set bid date for the project listed below. Plans and specifications have been prepared by Robinson Engineering, and are ready for the public bidding process.

The following bid opening date and time is recommended. A brief description of the project is included.

**Thursday, June 19<sup>th</sup>, 2014 at 10:16 AM: Bid Opening**

## **SCOPE OF WORK**

Location #1 – Post 2 Pump House: The work to be performed at this location will consist of removal and replacement of hot-mix asphalt full depth and concrete curb, installation of a concrete sidewalk, storm sewer, storm structures and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein.

Location #2 – Fire Station #2: The scope of work at this location includes removal and replacement of the concrete driveway and sidewalk along 167<sup>th</sup> Street, concrete curb, storm structure/pipe and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein. Sidewalk shall be poured separately from driveway and apron.

Location #3 – Public Works Facility: The work to be performed at this location will consist of pavement patching in the public works facility parking lot and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein. Final patching locations are subject to change based on field conditions and will be marked in the field.

Location #4 – Ridgeland Avenue/64<sup>th</sup> Court: The work to be performed at this location will consist of removal and replacement of hot-mix asphalt full depth pavement, pavement reconstruction, hot-mix asphalt pavement resurfacing, installation of storm sewer, storm structures and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein.

Location #5 – 80<sup>th</sup> Ave. Train Station Platforms: The work to be performed at this location will consist of cleaning and staining the existing asphalt pedestrian platforms as specified and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein





May 13, 2014

**Village President**

Edward J. Zabrocki

**Village Clerk**

Patrick E. Rea

**Village Trustees**

David G. Seaman

Gregory J. Hannon

Brian S. Maher

Thomas J. Staunton, Jr.

Patricia A. Leoni

T. J. Grady

**Village Hall**

16250 S. Oak Park Ave.

Tinley Park, IL 60477

**Administration**

(708) 444-5000

Fax: (708) 444-5099

**Building & Planning**

(708) 444-5100

Fax: (708) 444-5199

**Public Works**

(708) 444-5500

**Police Department**

7850 W. 183rd St.

Tinley Park, IL 60477

(708) 444-5300/Non-emergency

Fax: (708) 444-5399

**John T. Dunn**

**Public Safety Building**

17355 S. 68th Court

Tinley Park, IL 60477

**Fire Department & Prevention**

(708) 444-5200/Non-emergency

Fax: (708) 444-5299

**EMA**

(708) 444-5600

Fax: (708) 444-5690

**Senior**

**Community Center**

(708) 444-5150

[www.tinleypark.org](http://www.tinleypark.org)

Julie W. Connelly, Esq.  
Associate Legal Counsel  
CVS Caremark Corporation  
Mail Code 1160  
One CVS Drive  
Woonsocket, RI 02895

**RE: Grant of Easement for Water Main**

Dear Ms. Connelly:

We are in receipt of the Grant of Easement for the Water main for the CVS property located at 9551 West 171<sup>st</sup> Street in Tinley Park, Illinois. We have reviewed this document and find the easement acceptable in meeting our standards. We will be forwarding this document to the Tinley Park Village Board to consider formal approval at the May 20, 2014 regular Village Board meeting, which is the soonest date that we can present this item to the Village Board. I trust that this will meet your expectations on this project.

Should you have any questions, comments or concerns, please feel free to contact me.

Sincerely,

Michael S. Mertens  
Interim Village Manager

MSM:jc

Cc: Edward J. Zabrocki, Mayor  
Thomas Staunton, Village Trustee – Chair, Public Works Committee  
Dale Schepers, Director of Public Works  
Thomas Melody, Village Attorney  
Erin Lavery, Klein, Thorpe & Jenkins, Ltd.



**THIS INSTRUMENT WAS PREPARED BY:**

James G. Wargo  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606

114-001

**AFTER RECORDING RETURN TO:**

**RECORDER'S BOX 324**

[The above space for Recorder's Office]

## GRANT OF EASEMENT FOR WATER MAIN

THIS GRANT OF EASEMENT FOR WATER MAIN (the "**Grant of Easement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SCP 2006-C23-214 LLC**, a Delaware limited liability company, whose address is 723 West Algonquin Road, Arlington Heights, Illinois (the "**Grantor**") and the **VILLAGE OF TINLEY PARK, AN ILLINOIS MUNICIPAL CORPORATION**, whose address is 16250 S. Oak Park Avenue, Tinley Park, Illinois (sometimes referred to herein as the "**Village**" or "**Grantee**"). The Grantor and the Grantee collectively referred to herein as the "**Parties**" and singularly as "**Party**".

**WITNESSETH:**

**FOR AND IN CONSIDERATION OF** the sum of TEN AND 00/100THS DOLLARS (\$10.00) paid by the Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the conditions herein contained, and the benefits to be derived from this Grant of Easement:

1. Grantor is the fee simple record owner of a tract of land legally described in Exhibit A, attached hereto and made a part hereof (the "**Grantor's Property**").
2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee, the Village of Tinley Park, a perpetual, nonexclusive easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate an underground water main and related underground facilities and appurtenances (the "**Water Main Easement**"), in, upon, over, through, across and under the following portion of Grantor's Property described in Exhibit A-1, attached hereto and made a part hereof ("**Easement Parcel**"), together with the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface of the Easement Parcel as may be reasonably required incident to the rights herein given and

the right to enter upon the Grantor's Property, including the Easement Parcel for all such purposes. A drawing prepared by Robinson Engineering that visually depicts the location of the Easement Parcel, which is indicated by the shaded gray area and identified as "Public Utility Easement", is shown in EXHIBIT B, which is attached hereto and made a part hereof.

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Easement Parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid water main, and all facilities and activities incidental thereto.

4. The Grantor reserves the right to make any use of the Easement Parcel, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the easement and uses by the Grantee hereby granted and authorized.

5. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, at its sole cost and expense, as soon as practicable after clearing, trenching for, construction, installation or removal of said water main, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's Property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

6. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said water main, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

7. The following will apply to Grantee's exercise of its rights to use the Easement Parcel:

(a) Any work performed by Grantee pursuant to this Grant of Easement shall be performed (i) promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof and (ii) in compliance with all applicable laws, rules, regulations and ordinances.

(b) Grantee shall provide Grantor with five (5) days prior written notice or, if five (5) days is not practicable, with as much advance notice as possible under the circumstances of the commencement, anticipated duration and termination of any Easement Activities, as applicable, to the following representatives of Grantor's lessee:

and Jason Pierce, CVS Store Manger: (708) 873-0062

Sheri L. Rotondo, Lease Administrator: Sheri.Rotondo@CVSCaremark.com

(c) Grantee shall use commercially reasonable efforts to schedule such work performed within the Easement Area during the hours between 12:00 midnight and 6:00 a.m., and outside of the normal peak business hours of the business conducted on the Grantor Property.

(d) In performing any work within the Easement Area, Grantee shall (i) use commercially reasonable efforts to minimize any disruption to the business conducted on the Grantor's Property, and (ii) use commercially reasonable efforts to avoid any interference with vehicular and pedestrian ingress, egress and access to and from the Grantor's Property and/or with the use of any drive-through facilities located on the Grantor's Property and to avoid any interference with truck access and/or deliveries to the Grantor's Property.

(e) Grantee shall use commercially reasonable efforts to avoid any interruption to the flow of water to Grantor's Property (including the business being operated by Grantor's tenant) at all times.

8. Grantee hereby agrees to indemnify and hold Grantor, and any tenant of the Grantor Property, harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Grantee, its legal representatives, successors, assigns, contractors, subcontractors, agents, licensees or employees in exercising the rights and obligations granted and set forth herein, including without limitation the placement of any mechanic's or materialmen's liens upon the Grantor's Property, or arising from and out of the negligent or willful acts or omissions of Grantee or its legal representatives, successors, assigns, contractors, subcontractors, agents, licensees or employees, including, without limitation, death or injury to any person or damage to the Grant's Property or any other property.

9. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

10. The Grantee, at its cost and expense, shall record this Grant of Easement in the Office of the Recorder of Deeds of Cook County.

11. This Grant of Easement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Illinois.

12. This Grant of Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. On or around November 15, 2006, Grantor entered into a lease agreement with HIGHLAND PARK CVS, L.L.C. for the lease of Grantor's Property ("Lease"). HIGHLAND PARK CVS, L.L.C., or its affiliate and/or agent, currently occupies Grantor's Property and operates a CVS Pharmacy retail store. HIGHLAND PARK CVS, L.L.C. has consented to this Grant of Easement pursuant to its execution of the Consent of Tenant form, which is attached hereto at EXHIBIT C and by this reference is made a part hereof.

14. On or around November 20, 2006, the Grantor executed a mortgage lien on the Grantor's Property with Wells Fargo Bank Northwest, NA. Wells Fargo Bank Northwest, NA has consented to the Grant of Easement pursuant to its execution of the Consent, Joinder and Subordination of Lender with respect to this Agreement, which is attached hereto as Exhibit D and by this reference made a part hereof.

15. The Grantor represents and warrants to the Grantee that Grantor has full right and authority to grant this easement and that Grantor does not need any additional authority or consent of any other entity or party, except HIGHLAND PARK CVS, L.L.C. and Wells Fargo Bank Northwest, NA to obligate and bind Grantor to the terms, provisions and covenants contained in this Grant of Easement.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the day, month and year first above written.

**GRANTOR:**  
SCP 2006-C23-214 LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**ATTEST:**

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

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

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

**GRANTEE:**  
VILLAGE OF TINLEY PARK,  
AN ILLINOIS MUNICIPAL CORPORATION

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

Name: Edward J. Zabrocki

Title: Village President

**ATTEST:**

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

Name: Patrick E. Rea

Title: Village Clerk

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

[INSERT VILLAGE SEAL ABOVE]

STATE OF ILLINOIS )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, are personally known to me be the \_\_\_\_\_ and \_\_\_\_\_ of **SCP 2006-C23-214 LLC**, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, respectively of the **SCP 2006-C23-214 LLC**, they signed and delivered the said instrument and caused the seal of the **SCP 2006-C23-214 LLC** to be affixed thereto, pursuant to authority given by the Board of Directors of **SCP 2006-C23-214 LLC**, and as their free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
My Commission Expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

**ACKNOWLEDGEMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Edward J. Zabrocki and Patrick E. Rea, as the **Village President** and **Village Clerk** respectively of the **VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION**, (the "Village") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such **Village President** and **Village Clerk**, they signed and delivered the said instrument as the **Village President** and **Village Clerk** pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that the **Village Clerk**, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Commission Expiration

## EXHIBIT A

Lot 10 in Park Hills Towne Centre Resubdivision (being a resubdivision of Lots 1, 2, 3 and 4 in Formula Subdivision (being a subdivision of part of the Northwest Quarter of the Southwest Quarter (except the south 865.32 feet thereof)) of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois as per plat thereof recorded October 13, 2005 as document number 0528603044).

**PIN:** 27-27-320-005-0000

**COMMON ADDRESS:** 9551 W. 171<sup>st</sup> Street, Tinley Park, Illinois 60477 (Northwest Corner of 171<sup>st</sup> Street and 96<sup>th</sup> (LaGrange Road-Route 45) Avenue.

## EXHIBIT A-1 (Easement Parcel)

That part of Lot 10 in Park Hills Towne Centre Resubdivision (being a resubdivision of Lots 1, 2, 3 and 4 in Formula Subdivision (being a subdivision of part of the Northwest Quarter of the Southwest Quarter (except the south 865.32 feet thereof)) of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois as per plat thereof recorded October 13, 2005 as document number 0528603044) more particularly described as follows:

Commencing at the northwest corner of said Lot 10; thence North 88 degrees 20 minutes 00 seconds East (bearing as referenced to the Illinois State Plane Coordinate System East Zone, NAD '83 and as referenced in document number 1214645025, Cook County, Illinois), along the north line of said Lot 10, a distance of 62.73 feet; thence South 42 degrees 27 minutes 43 seconds West, 66.76 feet, to the Point of Beginning; thence South 01 degrees 57 minutes 23 seconds East, 177.59 feet; thence South 01 degrees 49 minutes 26 seconds West, 18.71 feet, to the south line of said Lot 10; thence North 88 degrees 20 minutes 01 seconds East, along said south line, 20.04 feet; thence North 01 degrees 49 minutes 26 seconds East, 18.15 feet; thence North 01 degrees 57 minutes 23 seconds West, 178.25 feet; thence South 88 degrees 02 minutes 37 seconds West, 20.00 feet, to the Point of Beginning.

Containing 0.090 acres (3,927 square feet) more or less.

**PIN:** 27-27-320-005-0000

**COMMON ADDRESS:** 9551 W. 171<sup>st</sup> Street, Tinley Park, Illinois 60477 (Northwest Corner of 171<sup>st</sup> Street and 96<sup>th</sup> (LaGrange Road-Route 45) Avenue.

**EXHIBIT C**  
**CONSENT OF TENANT**

HIGHLAND PARK CVS, L.L.C., an Illinois limited liability company ("Tenant"), is a tenant under a certain lease ("Lease") with SCP 2006-C23-214 LLC, a Delaware limited liability company ("Grantor"), for the lease of Grantor's Property, which is legally described at EXHIBIT A, which is attached to the Grant of Easement to which this Consent of Tenant form is attached. In order to provide public notice of this Lease, the Tenant and Grantor executed a Memorandum of Lease that was recorded on March 9, 2007 as Document No. 0706841079 in the Office of the Recorder of Deeds of Cook County, Illinois.

Tenant acknowledges that it has been advised that the Grantor intends to grant an easement to the Village of Tinley Park, Illinois for a water main in, upon, over, through, across and under a portion of Grantor's Property legally described in EXHIBIT A-1 ("Easement Parcel") in this Grant of Easement.

Tenant, for and in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and the benefits to be derived from the Grant of Easement, consents and agrees to comply with the terms of the Grant of Easement provided to the Village of Tinley Park from the Grantor.

The undersigned has executed this Consent of Tenant as of the \_\_\_\_\_, day of \_\_\_\_\_, 2014.

**HIGHLAND PARK CVS, L.L.C.**

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

Legal Approval: \_\_\_\_\_  
Julie Connelly

STATE OF RHODE ISLAND, COUNTY OF PROVIDENCE ss. The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_ is the Assistant Secretary of Highland Park CVS, L.L.C., an Illinois limited liability company (the "Company") and is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

\_\_\_\_\_  
Commission Expiration Date

Name of Notary: \_\_\_\_\_

**EXHIBIT D**  
**CONSENT, JOINDER AND SUBORDINATION OF LENDER**  
**WITH RESPECT TO THE EASEMENT PARCEL**  
**("Joinder")**

The undersigned, as lender ("**Lender**") under that certain mortgage dated November 20, 2006, made by the Grantor(s) hereinbefore named, which mortgage was recorded on March 9, 2007 as Document Number 0706841076 in the Recorder of Deeds Office of Cook County, Illinois, encumbering the property located at 9551 W. 171st Street, Tinley Park, Illinois 60477/P.I.N. 27-27-320-005-0000 for itself and its successors and assigns of its interest under the Mortgage and agrees that Lender's interest under the Mortgage and the Mortgage itself, is subject and subordinate to all of the terms, covenants, and provisions of the Grant of Easement to which this Joinder is attached. The undersigned has executed this Joinder as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LENDER**

WELLS FARGO NORTHWEST, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ ss. The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, are the

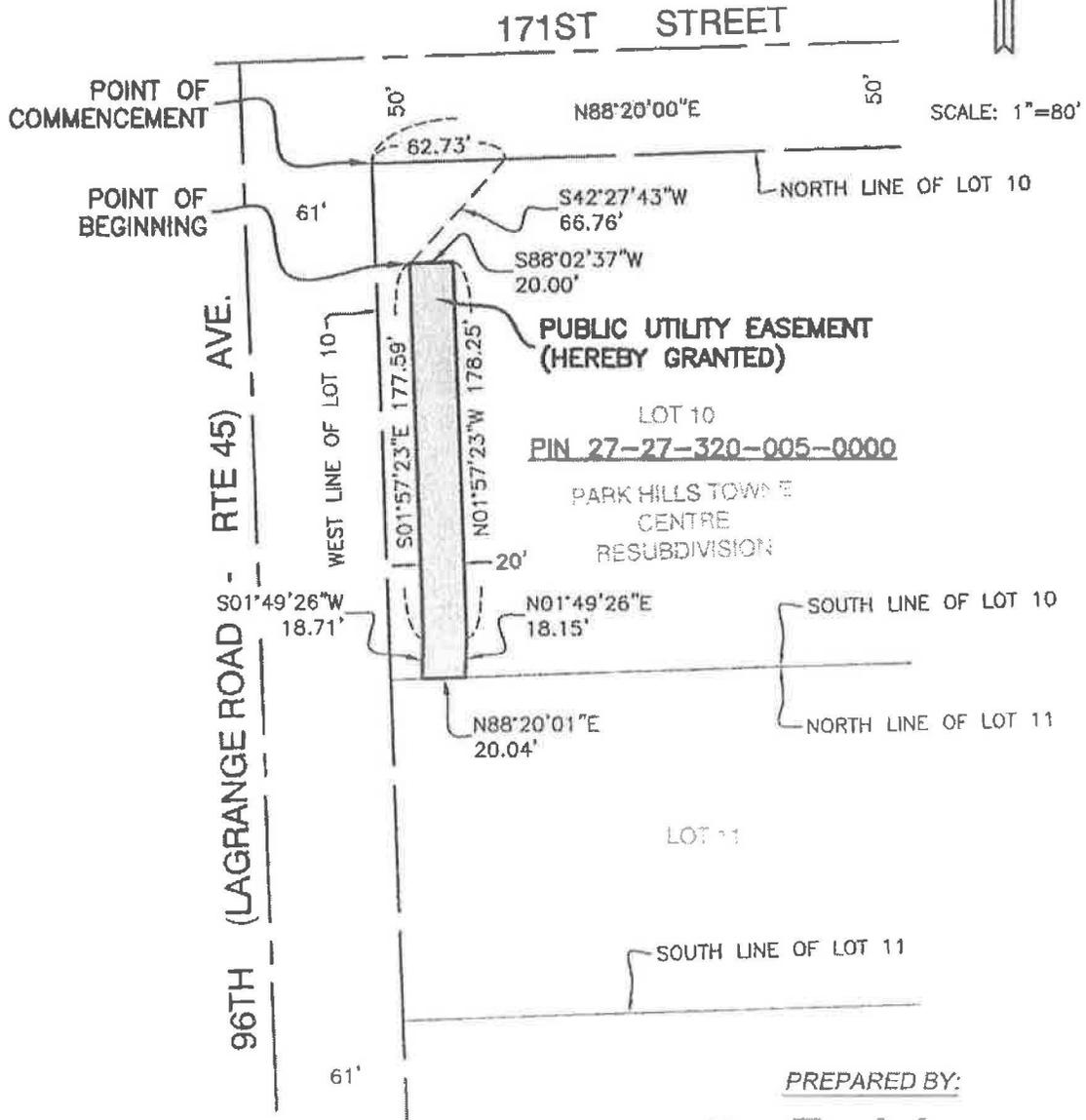
\_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_, an \_\_\_\_\_, a National banking association (the "Bank") and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Bank for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commission Expiration Date

Name of Notary: \_\_\_\_\_

# EXHIBIT "B"



PREPARED BY:



17000 SOUTH PARK AVENUE  
SOUTH HOLLAND, ILLINOIS 60473  
(708) 331-6700

CCP 08/11/2011

AGREEMENT

between

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150

AND

VILLAGE OF TINLEY PARK

May 1, 2014 through April 30, 2018

## **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits and working conditions, to provide efficient and professional customer service to the residents of the Village of Tinley Park, to ensure responsible, effective and reliable operations in the Public Works Department, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

## **AGREEMENT**

This Agreement has been made and entered into by and between the Village of Tinley Park, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150 (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

## **ARTICLE I** **RECOGNITION**

### **SECTION 1.1: RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

All full time and regular part time employees in the following job titles/classifications: Seasonal II, Maintenance Worker, Mechanic, Maintenance, and Tool Inventory Attendant.

Excluded: All other employees of the Village including all confidential, managerial, supervisory, professional, short-term, security and craft employees as defined by the Illinois Public Labor Relations Act.

All Seasonal IIs are recognized to be part time employees and subject to the requirements of the job description for the Seasonal II position.

### **SECTION 1.2: NEW CLASSIFICATIONS**

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition with the Illinois State Labor Relations Board. The Village and the Union shall agree to the rate of pay for the new classification prior to any employee being assigned to it. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

## **ARTICLE II** **UNION RIGHTS**

### **SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

It is to the benefit of the parties that issues of concern be discussed prior to entering into the formal grievance procedure. Discussions between bargaining unit employees and Stewards, with or without supervision, may be conducted during working time, provided that the discussions do not interfere with any employee's assignments or duties. The Union shall not engage in Union activities on Village time or its property which will interfere with the employees' assignments or duties.

Authorized agents of the Union shall have reasonable access, with prior notice to the Director of Public Works, to the Employer's Public Works Facility during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Village's activities.

### **SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Union Stewards shall, with the prior approval of the Director of Public Works, which approval shall not be unreasonably denied, be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives at least two weeks prior notice to his/her supervisor of such absence. The employee may utilize any accumulated time off other than sick leave or disability leave (Personal, Vacation Days) in lieu of the employee taking such without pay.

### **SECTION 2.3: UNION BULLETIN BOARDS**

The Village shall provide the Union with space for a bulletin board at the following work locations in the Public Works Facility:

- 1) garage area; and

- 2) lunch room.

The boards or space shall be for the sole and exclusive use of the Union. Such postings shall not be political or inflammatory, nor shall they disparage or insult any person or the Village, or be obscene, vulgar or unprofessional. The Director of Public Works may remove any posting that fails to comply with this requirement. A courtesy copy of the posting shall be given to the Director of Public Works.

#### **SECTION 2.4: UNION STEWARDS**

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to four (4) Stewards and will provide written notice to the Village Manager to identify the Stewards.

### **ARTICLE III UNION DUES/FAIR SHARE CHECKOFF**

#### **SECTION 3.1: DEDUCTIONS**

The Village agrees to deduct Union membership dues twice each month from the pay of those employees who are Union members and who have on file with the Village a voluntary checkoff authorization. The Union shall certify the current amount of Union deductions for each employee.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Village of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

If an employee has no compensation due for a given pay period, the Village shall inform the Union of this fact and shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

#### **SECTION 3.2: FAIR SHARE**

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of

matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Village from the earnings of the non-member employee each pay period. The fair share payment shall not exceed the amount charged for union dues.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Village with a listing of the employee, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Union shall be required to pay an amount equal to the fair share of Union dues to a non-religious charitable organization mutually agreed upon by the Union and Village as defined and set forth in the Illinois Public Labor Relations Act.

### **SECTION 3.3: APPEAL PROCEDURE**

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

### **SECTION 3.4: UNION INDEMNIFICATION**

The Union shall indemnify, defend and hold the Village harmless against any and all claims, demands, and suits that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

## **ARTICLE IV HOURS OF WORK AND OVERTIME**

### **SECTION 4.1: WORKDAY/WORKWEEK**

- (A) The normal workday for bargaining unit employees is eight and one-half (8.5) consecutive hours, and the normal workweek is five (5) days, Monday through Friday.
- (B) The normal work day for bargaining unit employees is from 7:00 a.m. to 3:30 p.m., Monday through Friday. Additional or different shifts may be established by the Village from time to time upon consultation with the Union, with a starting time

between 6:00 a.m. and 8:00 a.m. and the end time to be eight and one-half (8.5) hours after the designated start time.

#### **SECTION 4.2: LUNCH PERIOD/REST PERIOD**

The normal unpaid lunch period shall be from 12:00 noon to 12:30 p.m. Lunch may be taken at other times upon request, provided that it does not interfere with the employee's duties, or at the supervisor's direction. Employees shall not be required to punch in and out for lunch. Employees may use a village vehicle to get lunch if the employee stays within Village limits, with the permission of their immediate supervisor, which permission shall not be unreasonably denied. If an employee works through lunch, he/she shall be paid for all such time worked at the appropriate rate of pay. Employees shall receive two fifteen (15) minute paid breaks, one during the first half of the shift and the second during the second half of the shift. Lunch and rest periods shall be uninterrupted, or shall be extended / rearranged if interrupted, or upon agreement of the employee and the supervisor the employee may be allowed to leave work early. Employees shall be allowed sufficient clean up time prior to lunch.

#### **SECTION 4.3: OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

- (A) Except as otherwise set forth in this Agreement, a bargaining unit employee shall be paid at one and one-half (1 ½) his/her regular hourly rate of pay when required to work in excess of forty (40) hours in a workweek. A workweek is hereby defined as the seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday. Wages and/or benefits shall not be paid more than once for the same hours under any provision of this Agreement.
- (B) For purposes of this Section, "hours worked" for purposes of calculating overtime shall include paid time actually worked, paid vacation time, paid compensatory time, paid personal time, paid holiday time, and paid rest period time under Section 4.4. No other time, under any circumstances, shall be counted as hours worked for purposes of calculating an employee's entitlement to overtime.
- (C) Overtime shall be compensated in compensatory time at the rate of one and one half hours of compensatory time for each hour of overtime worked. Employees may not accrue more than sixty (60) hours of compensatory time. Employees may use compensatory time in increments of two (2) hours, or different increments if approved in advance by the Supervisor.

#### **SECTION 4.4: OVERTIME REST PERIOD**

Employees who are required to work more than twelve (12) hours in a twenty-four (24) hour period (measured from 7:00 am to 7:00 am) shall be allowed an eight (8) hour rest period at the end of their work requirement, except in emergency situations. If the eight (8) hour rest period extends into the employee's normal work day, the employee may take the full rest period and shall be paid starting at his normal shift start time. The employee must complete his or her work assignment, even if it extends beyond twelve (12) hours in duration, before beginning the rest period.

#### **SECTION 4.5: OVERTIME ASSIGNMENT**

Snow removal operations and overtime will be scheduled and conducted per the current Snow and Ice Control Program.

All other overtime shall be governed by the following agreement:

Purpose:

The purpose of this agreement is to provide guidance and assistance to those persons or employees required by the Village to work overtime. It is also intended to equalize overtime opportunities among qualified employees. The agreement is based on the rationale and good practice that the relevant rules are followed and permission or approval is granted to employees to work overtime with consent between the parties.

It is the Village's policy that no overtime can be worked without the approval and authorization of public works management. Overtime assignments will be distributed fairly among all employees who are qualified to perform the required work. Employee qualification to work any particular assignment shall be determined by the foreman responsible for the area.

If an employee works overtime without first getting management's approval, they may be subject to disciplinary action, up to and including possible termination of employment.

Priority List:

Overtime will be offered in a fair and equitable manner that will ensure the public works department completes the required work. Overtime work will be distributed by the management staff using the following priority list to aid in the decision in which employee will be assigned.

1. Safety of the Village (personnel and residents)
2. Urgency of the work
3. Qualifications of the personnel

4. Overtime opportunities (i.e., placement on the list)

In cases of true emergencies (e.g., unexpected wind storms that knock down trees and power lines) the Village may call employees out of order on the list, provided that when the emergency is over all overtime hours worked by any such employee will be counted on the list.

Scope:

When it has been determined by management that overtime must be worked in order to meet the needs of our customer, we will follow these guidelines if overtime can be ***scheduled***:

1. Management will post the sign up sheet (Form E) with a description, date, times and minimum qualifications if any.
2. After employees have signed up, the supervisor will compare the sign up sheet (Form E) with the Current Sorted Overtime Sheet (Form A).
3. The supervisor will go to the first available employee on Form A (excluding employees on pre-approved medical leave). If that person, and any subsequent person, did not sign up for the overtime on Form E, that will count as a refusal and they will be charged as many overtime hours that end up being worked. This will continue down the list until we have the employees for the job. Once the need for overtime is filled, no employees on the list after the last person selected for the overtime will be charged. Management will circle the employees chosen on Form E and re-post it.
4. After the work has been performed, Form B will be updated with the description as well as Forms C and D with the hours worked or refused.

These are the guidelines if the work is ***unscheduled***:

1. Management (or designee) will choose an employee for the overtime based on the priority list above.
2. Hours will be charged to that employee whether he works or refuses such overtime.
3. All lists will be updated by management in reasonable increments as determined by management.

Notes:

- At the start of every calendar year, the Current Sorted Overtime List (Form A) will start over. This means that hours will go back to zero and the employees will be sorted by employment seniority (anniversary date).
- There will be only one overtime list. There will no longer be separate lists for scheduled and unscheduled overtime.

- Refusals to work, or failure for any reason to work assigned overtime, will count as hours worked for purposes of the employee's YTD totals (and only for that purpose, i.e., they are not compensable hours worked).
- Supervisors will make a reasonable determination as to what qualifies as a refusal.
- The Current Sorted Overtime List (Form A) will be the only list the Village will base all open overtime assignments on. This will be the current overtime order.
- Any personnel on pre-approved medical leave will not be charged with overtime hours.
- The Current Sorted Overtime List (Form A) will be updated, re-sorted and posted once a week. Employees will be ranked on the list lowest hours to highest hours, based on the amount of overtime hours worked, refused, or failed to work to date.
- Employees working may be held over on overtime as determined necessary by the Village without resorting to the list.
- All overtime hours worked, including holdover hours, shall be added to hours worked on the list. For employees on standby duty, all overtime hours in excess of the amounts set forth in Section 4.7 shall be added to the list.
- All bargaining unit employees, including Seasonal II employees, shall be included on the list.
- If after going through the entire list once there are insufficient qualified employees to work the overtime, the least senior qualified employee(s) shall be required to work the overtime assigned.
- Employee qualification lists will be updated every thirty (30) days. When an employee obtains a new qualification, he or she shall inform management in writing.
- Overtime hours attributable to snow removal operations are not included on the list. Moving salt and mechanics being used as mechanics (as opposed to snow operators) are not considered snow removal operations.
- Violations of this overtime agreement shall not be subject to the grievance procedure. Should the union prove that the Village skipped an employee on either scheduled or unscheduled overtime, that employee shall be entitled to \$10. The fine shall be doubled every time the Union proves that the Village has skipped an employee, but in no event shall the fine be more than \$100 per occurrence (i.e., \$10, \$20, \$40, \$80, \$100). These fine provisions shall not be applicable to alleged violations based on the actions of bargaining unit members or on any failure to update the list.

Definitions:

Open overtime: any overtime assignment that can be scheduled and all employees are qualified to work

Refusal: any hours that are offered to the employee that they decline or fail to work or don't qualify to work because they refused or could not pass the training.

#### **SECTION 4.6: CALLBACK**

Callback pay is defined as compensation received for non-scheduled work during off duty periods, where the employee is required to return to work after being dismissed for the day. When an employee is called back for duty, he or she shall receive two (2) hour minimum guarantee at the appropriate rate, or be paid for the actual number of hours worked, whichever is greater. Multiple calls or tasks within the same two (2) hour period will not be paid for more than once.

#### **SECTION 4.7: STANDBY**

One employee shall be assigned to standby duty for streets and utilities, and one employee shall be assigned to standby for electrical. Assignment shall be from a list established at the beginning of each calendar year composed of the names of qualified employees who wish to be assigned standby duty. The Village shall assign employees from this list on a weekly rotating basis. The employee in streets and utilities shall perform such duties as are assigned by the Village on Saturday and Sunday and shall receive five (5) hours of overtime per day for doing so. The employee assigned to electrical shall perform such duties as are assigned by the Village on Saturday and Sunday and shall receive two (2) hours of overtime per day for doing so.

### **ARTICLE V** **SENIORITY**

#### **SECTION 5.1: DEFINITION**

For the purpose of this Agreement, seniority for full time employees shall be defined as an employee's length of full time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire (i.e. start date and time). Seniority for Seasonal II employees shall be defined as their length of service in the Seasonal II position. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person commences employment on the same day, seniority preference will be established by their placement on the eligibility list at the time of hire.

#### **SECTION 5.2: BREAKS IN SERVICE**

An Employee's seniority and service record shall be broken by:

- (A) Voluntary resignation; or

- (B) Discharge for just cause for non-probationary employees (no just cause for probationary employees); or
- (C) Retirement; or
- (D) The employee is laid off for a period of twenty-four (24) months, or length of seniority whichever occurs first; or
- (E) The employee is laid off and fails to report to the Village of his intention to return to work within seven (7) calendar days after recall and to report for duty within two weeks after recall.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record.

### **SECTION 5.3: SENIORITY LIST**

On or about May 1 of each year, the Village will post a seniority list of all full time employees in the bargaining unit, and a separate list for Seasonal IIs, setting forth each employee's seniority date. The Village shall provide copies of the lists to all Union stewards. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within twenty (20) business days after the Union's receipt of the list.

### **SECTION 5.4: PROBATIONARY PERIOD**

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. Probationary employees may be disciplined or discharged with or without cause and with or without notice.

A probationary employee shall have no seniority, except for purposes of bidding for scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

## **ARTICLE VI FILLING OF VACANCIES**

### **SECTION 6.1: POSTING**

New job classifications may be established by the Village, pursuant to the Rules and Regulations of the Civil Service Commission of the Village of Tinley Park. Eligible employees who wish to apply for such positions may do so. Promotions, when determined to be necessary by the Village, shall be made pursuant to the Rules and Regulations of the Civil Service Commission of the Village of Tinley Park.

**ARTICLE VII**  
**LAYOFF AND RECALL**

**SECTION 7.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month unless such notice is impossible.

**SECTION 7.2: LAYOFF PROCEDURE**

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any full time bargaining unit employee(s), all seasonal, temporary, probationary or part-time employees in the affected classification shall be laid off. Seasonal IIs shall be laid off in order of inverse seniority within their classification before any full time bargaining unit member is laid off.

When the least senior employee(s) in an affected classification is laid off, that employee will have the opportunity to displace any less-senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

**SECTION 7.3: RECALL**

Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Village within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination to determine current fitness to perform work.

**ARTICLE VIII**  
**DISCIPLINARY PROCEDURES**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed on non-probationary employees only for just cause. The ordinary progression of discipline would include the steps set forth below. The parties also recognize, however, that the discipline administered should reflect the seriousness of the offense and therefore no employee is guaranteed only minor discipline for a first offense. Progressive discipline normally includes the following steps:

- (A) Oral warning with documentation of such filed in the employee's personnel file, with copy given to the employee.
- (B) Written reprimand with copy of such filed in the employee's personnel file, with copy given to the employee.
- (C) Suspension without pay with documentation of such filed in the employee's personnel file, with copy given to the employee.
- (D) Discharge with documentation of such filed in the employee's personnel file, with copy given to employee.

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain authority over the employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish any such authority. Disciplinary action in excess of a suspension of five (5) days shall be taken pursuant to the Civil Service Rules. Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. All employees are hereby informed of their right to Union representation in any meeting which they reasonably believe may lead to discipline.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

**SECTION 9.1: DEFINITION**

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of this Agreement. No matter that is subject to the jurisdiction of the Civil Service Commission shall be subject to the grievance procedure.

## **SECTION 9.2: PROCESSING OF GRIEVANCE**

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

## **SECTION 9.3: GRIEVANCE STEPS**

### **STEP ONE: FOREMAN**

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's immediate supervisor within ten (10) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within ten (10) business days.

### **STEP TWO: SUPERINTENDENT**

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the appropriate Division Superintendent within ten (10) business days of the Step One response.

The Superintendent shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Superintendent shall submit a written response within ten (10) business days of the conference.

### **STEP THREE: DIRECTOR OF PUBLIC WORKS**

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Director of Public Works within ten (10) business days of the Step Two response. The Director shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference.

### **STEP FOUR: VILLAGE MANAGER**

If the grievance remains unsettled after the response in Step Three, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Three response. The Manager, or his or her designee, shall schedule a conference within fifteen (15) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference.

#### **STEP FIVE: ARBITRATION**

If the grievance remains unsettled after the response in Step Four, the Union may refer the grievance to arbitration within twenty (20) business days of the Step Four response. The parties shall attempt to agree upon an arbitrator within ten (10) business days of the Village's receipt of the referral to arbitration. If the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or another mutually agreed upon service. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses and representatives.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitration shall be binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

#### **SECTION 9.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union and attached as Appendix A. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), a statement of the

Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant or the Union representative who filed the grievance. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

**SECTION 9.5: TIME LIMITS**

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, shall be strictly applied but may be waived or extended by agreement between the Village and the Union. If the Union fails to advance a grievance within the time frames set forth above, the grievance will be considered withdrawn and the Village shall have no further obligation to process or arbitrate it. If the Village fails to answer a grievance within the time frames set forth above, the grievance will be considered denied based on the Village's last answer at the prior step.

**SECTION 9.6: PAID TIME**

The grievant(s) and one Union Steward shall be paid for time spent in grievance meetings that are scheduled during work time.

**ARTICLE X**  
**HOLIDAYS AND PERSONAL DAYS**

**SECTION 10.1: GENERAL INFORMATION**

All full-time employees shall receive the following eleven (11) paid holidays:

New Year's Eve (1/2 day)	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Good Friday	Christmas Eve (1/2 day)
Memorial Day	Christmas Day
Independence Day	President's Day
Labor Day	
Martin Luther King Day	

**SECTION 10.2: SPECIFIC APPLICATIONS**

- (A) When a holiday falls on a Saturday, it will be observed on the preceding Friday.  
When a holiday falls on a Sunday, it will be observed on the following Monday.

- (B) To be eligible for holiday pay, employees must work their full scheduled day prior to the holiday and their full regularly scheduled day after the holiday, unless on approved vacation leave. If absent either or both of these days due to claimed illness, the Village may require acceptable written verification signed by a doctor as proof of such illness.

**SECTION 10.3: HOLIDAY PAY**

Any employee who is required to work on a holiday as defined above shall be paid time and one half for all hours so worked, or an equivalent amount of compensatory time at the employee's election, in addition to holiday pay.

**SECTION 10.4: PERSONAL DAYS**

Each full time employee shall receive two personal days each fiscal year.

**SECTION 10.5: SICK LEAVE INCENTIVE DAY**

Full time employees who have had not called off sick in the previous calendar year shall receive one (1) additional personal day (referred to as an "Administrative Day") which shall be awarded January 1.

**ARTICLE XI**  
**VACATIONS**

**SECTION 11.1: VACATION ACCRUAL**

Full time bargaining unit employees shall earn vacation as follows:

Years of Service	Vacation earned
After 1 year	Five (5) days
At 2 years, but less than 7 years	Ten (10) days
At 7 years, but less than 11 years	Fifteen (15) days
At 11 years, but less than 15 years	Twenty (20) days
15 or more years	Twenty-five (25) days

The employee's anniversary date of full time employment shall be the basis of determining the number of completed years and months of service.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

## **SECTION 11.2: VACATION USAGE**

### **Full Time Employees:**

Vacation time is available for use by the employee after it has been earned. Vacation days may not be taken in less than half day increments. Upon termination of employment, the employee will receive pay for any unused, earned and/or accrued vacation time.

All vacation time must be taken prior to the employee's anniversary date. Vacation carry-over, not to exceed five (5) days, is permitted with the prior approval of the Village Manager. Vacation carry-over will be allowed for any days that the Village prohibited an employee from taking vacation.

Employees may not take more than two (2) consecutive weeks of vacation.

Whenever a paid holiday falls during an authorized vacation leave, the employee's vacation leave on the date of the paid holiday will be considered a holiday for payroll purposes, and will not be charged to the employee's accumulated vacation time.

The number of employees who are granted vacation at the same time may be limited. Vacation time will be scheduled so that the mission of the respective department is not adversely affected. Vacation requests may be denied based on operational needs. No more than four (4) bargaining unit employees may be off work during the winter period (November 1 through April 1); however, additional employees may be allowed to be off during this period provided that they agree to remain available in the event that snow plowing is required.

During the month of January, seniority may be used to reserve vacation dates for that calendar year. After January, vacation requests will be considered on a first come first served basis. All vacation requests of two (2) days or more require authorization from the supervisor.

Vacation time may not be purchased from the employer.

Exceptions to this policy must be approved by the Village Manager.

### **Part-Time Employees:**

Part-time employees that regularly work in excess of 20 hours per week and have been employed by the Village for three continuous uninterrupted service years are eligible for the following benefits:

After three (3) years of service: 40 hours  
After seven (7) years of service: 50 hours  
After eleven (11) years of service: 60 hours

### **SECTION 11.3: VACATION PAY**

Vacation pay shall be paid at the rate of the employee's straight-time hourly rate in effect for the employee's job classification. Vacation pay shall be reflected in the employee's next regular payroll check after the vacation is taken and will not be paid in advance. In the event of death, any vacation earned but unused shall be paid to the estate of the deceased employee.

## **ARTICLE XII LEAVES OF ABSENCE**

### **SECTION 12.1: SICK LEAVE**

The Village shall not change the current sick leave or disability leave benefits that existed as of May 1, 2008, pursuant to Ordinance No. 70-O-002, a copy of which is attached hereto as Appendix B. Sick leave and disability leave are available to eligible full time employees only.

The Village may request verification of the need for sick or disability leave, and/or verification of an employee's ability to return to duty after a sick or disability absence, when it determines in its reasonable discretion that such verification is necessary. The Village will pay the reasonable costs of any such required verification.

### **SECTION 12.2: FUNERAL LEAVE**

When death occurs in the immediate family of any full time bargaining unit employee, said employee shall be granted three (3) days off without loss of pay. Immediate family includes mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, step mother, step father, step child. Two (2) days off without loss of pay shall be granted when a death occurs to the employee's grandfather-in-law, or grandmother-in-law. One (1) day off without loss of pay shall be granted for other family members. The Village may require verification of death in a form suitable to the Village when it determines that such verification is necessary.

### **SECTION 12.3: MILITARY LEAVE**

Military leave shall be granted according to applicable law and the Village's Personnel Manual.

### **SECTION 12.4: JURY OR WITNESS DUTY LEAVE**

A full time employee whose service on a jury or appearance as a witness for the Village occurs during hours that the employee would have been regularly scheduled to work shall receive full pay in addition to any fees received. This provision shall not apply to an employee's court appearances on personal matters or where the employee is the plaintiff or claimant and the Village is a defendant, or where the Village is suing the employee.

### **SECTION 12.5: FAMILY AND MEDICAL LEAVE**

The Village will provide family and medical leave in accordance with the Family Medical Leave Act and the Village's policy, which is attached hereto as Appendix C.

### **SECTION 12.6: TIME OFF TO VOTE**

Employees will be granted necessary time off without pay to vote in formal local, state and national elections.

### **SECTION 12.7: DISCRETIONARY LEAVE OF ABSENCE**

Employees may request through the Department Head a leave of absence upon exhaustion of paid benefits. The decision of whether to grant or not grant the leave, along with the decision of whether to impose any conditions or requirements relating to the duration of the leave or the employee's rights upon return, shall be made by the Village Manager in his sole discretion, prior to granting such leave.

## **ARTICLE XIII HEALTH INSURANCE**

### **SECTION 13.1: HEALTH INSURANCE COVERAGE**

Full time employees covered by this Agreement shall be allowed to participate in the group health insurance plan offered from time to time by the Village. The Village shall have the right to unilaterally change or alter the insurance plan, carrier(s) or coverages offered, but agrees to meet and confer with the Union prior to making any such change. The Village shall have the right to institute cost containment measures relative to insurance coverage so long as

the basic level of insurance benefits remains relatively similar to those currently provided. Employees will be given advance notice of such cost containment measures before they are instituted. During the term of this Agreement, the Village shall pay 90% of the applicable premium, and the employee shall pay 10%. Employees electing to opt out of health insurance coverage shall receive \$936 per year in lieu of health insurance. Without limitation to any of the foregoing, the parties agree that in the event that any health insurance benefit provided by the Village may lead to or result in any kind of penalty or fine under the Affordable Care Act they will reopen this Agreement for the limited purpose of renegotiating said benefit only.

### **SECTION 13.2: RETIREE HEALTH INSURANCE**

The Village shall have the right to repeal or amend Ordinance No. 77-O-015 so that employees hired by the Village on or after May 1, 2010 are not eligible for any Village premium contribution toward retiree health insurance. If the Village makes this change it shall be applicable to all persons hired by the Village after May 1, 2010.

### **SECTION 13.3: TERM LIFE INSURANCE**

The Village will provide term life insurance coverage for each full time bargaining unit employee in an amount of \$50,000.00. The Village will contribute 100% of the total cost for this benefit. Dependent life insurance for an employee's spouse and for each dependent child will also be available to each full time bargaining unit member at his/her cost.

A voluntary Supplemental Life Insurance program will continue to be offered eligible full time employees at rates regulated by the insurance carrier. Full time bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

## **ARTICLE XIV EMPLOYEE TRAINING AND EDUCATION**

### **SECTION 14.1: POLICY**

The Village shall endeavor to provide opportunities for in-service training with the objective of furthering the qualifications of employees, which training shall be provided based on Village needs and other factors as determined by the Village. Employees shall be afforded employee training and education programs as determined to be necessary by the Village.

## **SECTION 14.2: REIMBURSED TRAINING**

- (A) The Village agrees to compensate all employees for all time spent in training, schools, and courses which the Village requires an employee to attend. The Village may provide a vehicle for the employee or employees to use to attend the seminar when the Village determines that doing so would be more efficient. When an employee elects to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking, lodging if necessary, and garage charges. Receipts are required for all reimbursements. Employees shall not receive any additional compensation for training courses or school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's non-scheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.
- (B) The Village shall reimburse all full time bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Drivers Licenses. Any and all testing will be on Village time and the Village will pay all fees for the test.
- (C) The Village shall reimburse all full time bargaining unit employees the additional cost of obtaining and/or renewing any license required by the Village for the employee to perform his/her job. Any and all testing will be on Village time and the Village will pay all fees for the test.

## **SECTION 14.3: EDUCATIONAL INCENTIVE**

All full time bargaining unit employees who voluntarily participate in an education and training program may apply for reimbursement for tuition. Expenses will be reimbursed pursuant to the Village's policy on Tuition Reimbursement, provided that all the requirements of said policy are satisfied. Receipts are required for reimbursement.

## **ARTICLE XV SAFETY**

### **SECTION 15.1: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. The employee shall follow the direction of the supervisor unless the employee reasonably and justifiably believes there is imminent danger.

**ARTICLE XVI**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION 16.1: MEETING REQUEST**

The Union and the Village shall meet every six (6) months in the interest of promoting harmonious relations. Attendance by employees shall be limited to no more than four (4) Union Stewards. Additionally, if the Union or Village desire to meet more often, the party shall request a meeting at least seven (7) calendar days in advance of the meeting and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

**SECTION 16.2: CONTENT**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Safety concerns shall be raised through the Safety Committee, which shall continue to meet on a monthly basis, and may also be raised at the labor-management meetings.

**SECTION 16.3: REPRESENTATION**

The Village shall be represented by the Human Resources Officer and the Director of Public Works and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

**ARTICLE XVII**  
**SUBCONTRACTING and SUMMER HELP**

**SECTION 17.1: SUBCONTRACTING**

Notwithstanding any other provision in this Agreement, at any time during the term of this Agreement or thereafter, the Village shall have the unqualified right to subcontract or reassign any or all of the existing and future operations and/or work performed by employees covered by this Agreement. However, no full-time bargaining unit employees shall be laid off or experience a reduction in the number of straight time hours worked as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. In the case of intra-Village department transfers (meaning work currently performed by the Public Works Department being transferred to another Village department) overtime hours will be included in this section.

## **SECTION 17.2: SUMMER HELP / SEASONAL HELP**

The Village may employ summer help, seasonal help and/or part time employees. The Village will not employ more than ten (10) Seasonal II employees at any given time.

## **ARTICLE XVIII UNIFORMS, TOOLS AND EQUIPMENT**

### **SECTION 18.1: CLOTHING**

The Village shall provide full time bargaining unit members an annual reimbursement of \$425 for work clothing and/or boots. Employees must bring in original receipts on or before December 15 each year for the amount to be reimbursed for that year, unless they purchased the clothing from a Village-approved vendor, in which case the cost of the clothing will not be reimbursed but will be applied against the reimbursement amount set forth above. The Village will provide full time bargaining unit members with ten (10) T-shirts, two (2) sweatshirts and two (2) caps to each employee each year.

### **SECTION 18.2: PROTECTIVE CLOTHING**

The Village shall provide all necessary (as determined by the Village) items of protective clothing and safety gear, excluding shoes, which are the responsibility of the employee. The Village shall replace the clothing as necessary.

## **ARTICLE XIX PERSONNEL RECORDS**

### **SECTION 19.1: PERSONNEL RECORDS**

The personnel record is available for an employee and/or his/her designee to review pursuant to the Personnel Record Review Act.

### **SECTION 19.2: ACCIDENT REPORTS**

Accident reports shall be presented to the affected employee for signature, and the employee will be given a copy of the report. The signature of the employee shall establish receipt of the report and shall not be construed as an admission of any fault or wrongdoing. An employee's refusal to sign will be noted on the report and shall not invalidate the report.

**ARTICLE XX**  
**EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 20.1:**

Bargaining unit employees may participate in the Village's Employee Assistance Program. The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate or take any adverse employment action against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

**ARTICLE XXI**  
**NON-DISCRIMINATION**

**SECTION 21.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

**SECTION 21.2: UNION ACTIVITY**

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

**SECTION 21.3: RESIDENCY**

Employees shall be required to live in the Village, except for those employees currently grandfathered as exempt from this requirement. Newly hired employees shall be allowed up to one (1) year from date of hire to move into the Village. A newly hired employee who fails to move into the Village within one (1) year from the date of hire may be terminated, or, in the discretion of the Village Manager, may have his/her probationary period extended.

**SECTION 21.4: OUTSIDE EMPLOYMENT**

Bargaining unit employees may engage in outside employment as long as the outside

employment is not conducted during Village working hours and does not interfere with their work duties. Outside employment shall be governed by Section 2.9 of the Village's Personnel Manual.

#### **SECTION 21.5: LIGHT DUTY**

Employees suffering from a duty or non-duty related injury or illness may be assigned to light duty pursuant to the terms and conditions of the existing Village of Tinley Park Light Duty Policy. However, no employee shall be required to work a light duty shift other than that to which he or she was assigned prior to the injury or illness requiring the light duty assignment, unless said employee voluntarily accepts said assignment.

### **ARTICLE XXII** **NO STRIKE / NO LOCKOUT**

#### **SECTION 22.1: NO STRIKE**

Neither the Union nor any of its officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sitdown, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, during the life of this Agreement. The Union agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

#### **SECTION 22.2: NO LOCKOUT**

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

### **ARTICLE XXIII** **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects, and to manage and direct its employees, including, but are not limited to, the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to layoff employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to

change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to develop job descriptions for the positions covered by this Agreement, which shall be subject to change from time to time by the Village; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Works Department in the event of civil emergency as may be formally declared by the Village President or Village Manager or their authorized designees.

**ARTICLE XXIV**  
**WAGES**

**SECTION 24.1: WAGE RATES**

Annual salaries during the term of this Agreement shall be as follows:

**150 MAINTENANCE WORKER**

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Step	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate
1	20.04	20.54	21.05	21.58
2	21.15	21.68	22.22	22.78
3	22.25	22.81	23.38	23.96
4	23.36	23.94	24.54	25.15
5	24.47	25.08	25.71	26.35
6	25.56	26.20	26.86	27.53
7	26.67	27.34	28.02	28.72
8	27.78	28.47	29.18	29.91
9	28.88	29.60	30.34	31.10
10	29.99	30.74	31.51	32.30
11	31.10	31.88	32.68	33.50
12	32.21	33.02	33.85	34.70

**150 TOOL & INVENTORY CLERK**

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Step	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate
1	16.44	16.85	17.27	17.70
2	17.26	17.69	18.13	18.58
3	18.08	18.53	18.99	19.46
4	18.90	19.37	19.85	20.35
5	19.72	20.21	20.72	21.24
6	20.54	21.05	21.58	22.12
7	21.35	21.88	22.43	22.99
8	22.17	22.72	23.29	23.87
9	22.99	23.56	24.15	24.75

**150 MECHANIC**

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Step	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate
1	24.43	25.04	25.67	26.31
2	25.65	26.29	26.95	27.62
3	26.87	27.54	28.23	28.94
4	28.09	28.79	29.51	30.25
5	29.29	30.02	30.77	31.54
6	30.51	31.27	32.05	32.85
7	31.73	32.52	33.33	34.16
8	32.95	33.77	34.61	35.48
9	34.17	35.02	35.90	36.80

**150 SEASONAL II**

	5/1/2014	5/1/2015	5/1/2016	5/1/2017
Step	Hourly	Hourly	Hourly	Hourly
	Rate	Rate	Rate	Rate
1	10.78	11.05	11.33	11.61
2	12.40	12.71	13.03	13.36
3	13.30	13.63	13.97	14.32
4	14.26	14.62	14.99	15.36
5	15.30	15.68	16.07	16.47

Annual step increases are contingent on the employee achieving a satisfactory performance evaluation.

Maintenance Men and Mechanics who are currently paid above the schedule set forth above shall receive a 2.5% pay increase effective May 1 of each year of this Agreement.

**SECTION 24.2: EDUCATIONAL INCENTIVE COMPENSATION**

Educational incentive compensation is payable only to full time bargaining unit employees for job-related course work approved by Village management. Employees receiving this compensation as of May 1, 2014 shall continue to receive it during the term of this Agreement. Employees who presently hold, or who subsequently obtain a degree (BA or BS) shall receive educational incentive compensation of \$220 per month. Employees who presently hold, or who subsequently obtain college course credits shall receive educational incentive compensation as follows:

Completion of	Compensation per month
15 hours of college credit	\$40
30 hours of college credit	\$80
45 hours of college credit	\$120
60 hours of college credit	\$160
BA or BS	\$220

**SECTION 24.3: LONGEVITY PAY**

Completion of	Compensation per month
5 to 9 years	\$60
10 to 15 years	\$105
15 to 18 years	\$150
19 years plus	\$195

**ARTICLE XXV**  
**DRUG AND ALCOHOL POLICY**

See Appendix D attached hereto and made a part hereof.

**ARTICLE XXVI**  
**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

**ARTICLE XXVII**  
**ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties on all matters, whether or not contained or specifically referred to in this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive any right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered by this Agreement, or to any subject not referred to or covered by this Agreement, even if said subject was not in the contemplation of the parties during negotiations, except that the Village must bargain over the effects or impact upon employees of the Village's exercise of its rights under the Agreement.

**ARTICLE XXVIII**  
**CIVIL SERVICE COMMISSION**

The parties recognize that the Civil Service Commission of the Village of Tinley Park has certain statutory authority over employees covered by this Agreement, and has adopted Rules pursuant to this Authority. The parties agree that nothing in this Agreement is intended to nor shall it be construed as modifying, altering or replacing any Civil Service Rule, any practice or procedure of the Civil Service Commission, or any aspect of the Civil Service Commission's authority, and further agree that this Agreement is subject to the authority of the Civil Service Commission, and that no matter subject to the jurisdiction of the Civil Service Commission shall be impacted in any way by this Agreement.

**ARTICLE XXIX**  
**PERSONNEL MANUAL**

The Village's Personnel Manual shall apply to every aspect of employment not specifically addressed by this Agreement.

**ARTICLE XXX**  
**TERMINATION**

This Agreement shall be effective as of the first day of May, 2014, and shall remain in full force and effect until the thirtieth day of April, 2018, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

**VILLAGE OF TINLEY PARK**

**INTERNATION UNION OF  
OPERATING ENGINEERS, LOCAL  
150**

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

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**APPENDIX A**  
**GRIEVANCE FORM**

**APPENDIX B**  
**DISABILITY ORDINANCE**

**APPENDIX C**  
**FMLA POLICY**

**APPENDIX D**  
**DRUG AND ALCOHOL POLICY**

APPLICABILITY: This Policy shall apply to all members of the bargaining unit as defined in the collective bargaining agreement.

I. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

The use of alcohol while on duty is strictly prohibited and is cause for termination. An employee shall not operate any Village vehicle or equipment or perform any work function if s/he has engaged in any form of alcohol-related conduct listed below:

1. Using alcohol on the job.
2. Being in possession of alcohol while on duty or operating any Village vehicle or equipment.
3. Having any breath alcohol concentration while on duty.
4. Having used alcohol during the four (4) hours before going on duty.
5. Using alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refusing to submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

The possession or use of illegal drugs while on duty is strictly prohibited and is cause for termination. For purposes of this policy, the term "illegal drugs" includes all substances that are considered to be controlled substances by State or Federal law, and also includes without limitation any prescription drug that is not properly prescribed to the specific employee found to be in possession thereof. An employee shall not report for duty or perform any work function if s/he has engaged in any of the following activities:

1. Using or being in possession of any of the following controlled substances:
  - a. Marijuana (THC metabolite)
  - b. Cocaine

- c. Opiates (morphine and codeine)
    - d. Phencyclidine (PCP)
    - e. Amphetamines
    - f. Any other controlled substance that is prohibited by State or federal law
  2. Using or being under the influence of any prescription medication which may adversely affect the employee's work performance and that has not been disclosed to the Village and approved for use by that employee.
  3. Being in possession of any unauthorized controlled substance or illegal drug.
  4. Reporting for duty while impaired from any prescribed therapeutic drug, illegal drug, or controlled substance usage.
  5. Refusing to submit to a required controlled substances test.
- C. Reporting Requirements for Prescribed Controlled Substances
1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability perform his/her work duties, and must verify to the Village that he/she has so inquired and share the results of the inquiry.
  2. If the medication in use will adversely affect the employee's ability to safely perform his job, the employee may not report to work or may not remain on duty. Employees eligible for sick leave may take such period of absence as paid sick leave.

## II. CATEGORIES OF TESTING

### A. Post-Accident Testing

1. Conducted when a bargaining unit employee was involved in any accident in a Village vehicle or while on duty.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing shall be conducted within two (2) hours of the accident.

- b. If testing is not administered within two (2) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.
  - c. An employee required to be tested under this section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.
3. Post-Accident Drug Testing
- a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident.
  - b. If testing is not administered within thirty-two (32) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.

B. Random Testing

Conducted throughout the year on a random, unannounced basis according to the following guidelines:

- 1. Restricted Period
  - a. Bargaining unit employees are subject to unannounced random drug testing during all periods on duty, and are subject to unannounced random alcohol testing while on duty.
  - b. The Village will not require employees to come in for a call-out assignment for the sole purpose of random testing.
- 2. Frequency
  - a. The Village shall conduct random drug testing on at least fifty percent (50 %) of the average number of bargaining unit employees each calendar year.
  - b. The Village shall conduct random alcohol testing on at least fifty percent (50%) of the average number of bargaining unit employees in each calendar year.
- 3. Selection

- a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.
- b. Should disputes arise regarding the random selection process, the Human Resources Officer or other person responsible for administering the drug and alcohol policy for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

C. Reasonable Suspicion Testing

Drug and/or alcohol testing may be required when a trained supervisor observes behavior or appearance that is characteristic of an individual who is currently under the influence of or impaired by alcohol, impaired by drugs, or a combination of alcohol and drugs, according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee;
2. The Department Head or a second trained supervisor who is reasonably available must confirm the reasonable suspicion determination;
3. The employee is entitled to Union representation before being questioned in connection with a reasonable suspicion determination, if so requested. No questioning shall be delayed because of the unavailability of any particular representative.
4. The supervisor(s) must complete and submit a Reasonable Cause Observation Form for any drug or alcohol tests.
5. A "trained supervisor" is one who has received at least two (2) hours of training in the signs of alcohol and drug use, including at least sixty (60) minutes of training on drug use and at least sixty (60) minutes of training on alcohol use.

D. Return to Duty Testing

1. After engaging in prohibited alcohol conduct, an employee may not return to duty until s/he takes a return to duty breath alcohol

test with a result indicating an alcohol concentration of less than 0.00.

2. After engaging in prohibited controlled substances conduct, an employee may not return to duty until s/he takes a return to duty urine drug test with a verified negative result for controlled substances use.
3. Procedures for return to duty testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

#### E. Follow-Up Testing

1. Upon returning, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after s/he returns to duty.
2. If the Substance Abuse Professional determines that follow-up testing is not longer necessary, it may be terminated after the first six (6) follow-up tests.
3. Substance Abuse Professional

The Substance Abuse Professional shall be a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

4. Procedures for follow-up testing are not to be construed as entitling any employee who has violated this policy to a return to duty.

### III. TESTING PROCEDURES

#### A. Drug Testing Procedures

1. Collection Site
  - a. Once a drug test is announced, an employee shall go directly to the collection site.
  - b. Upon arrival, the employee shall verify his identity and will be provided with a form on which the employee may elect to list any prescription or non-prescription medication s/he is using.

- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him/her.
- d. An employee shall be afforded a private area to provide a urine specimen. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, s/he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, and a Village official concurs, an observed specimen may be collected.

2. Medical Review Officer (MRO)

The Medical Review Officer shall be a licensed physician designated by the Village as the person responsible for receiving laboratory results generated by the Village's drug testing program. The MRO shall have knowledge of substance abuse disorders and have the appropriate medical training to interpret and evaluate an employee's positive test result together with his/her medical history and any other relevant biomedical information.

3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- c. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

- d. When directed in writing by the MRO that an employee has requested analysis of the split specimen, the laboratory shall forward the split specimen to another DHHS-certified laboratory for testing.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Village and the employee.

b. Positive Test Results

- 1) Any employee who tests positive for drugs and/or alcohol shall immediately be placed on unpaid leave.

- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result.

- a) If the MRO determines that the positive result was in error, the MRO shall report the drug test result as negative.

- b) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee that s/he has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Village that the employee should be removed from service.

- 3) The employee shall remain out of service on an unpaid basis pending the result of the split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the

split specimen test be conducted, the MRO shall make written notice to the primary specimen laboratory to forward the split sample to a second laboratory.

b. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

c. Waived or Positive Confirmation Test

1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Village.

2) Upon receiving the results of the positive test, the Village shall promptly notify the employee and provide the employee the opportunity to request full information concerning the test results.

d. Alternative Test

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense.

6. Inability to Provide Adequate Sample

a. Employees who are unable to provide a urine sample of forty-five milliliters shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop

pertinent information concerning whether the individual's inability to provide a specimen is genuine.

- 1) The employee shall be placed out of service until this determination is made.
- 2) If there is no verification that inability to provide an adequate sample was genuine, the employee will be deemed to have refused to test.

## B. Alcohol Testing Procedures

### 1. Screening Test

- a. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- b. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs under any circumstances.
- c. Testing Site
  - 1) Testing locations shall ensure visual and aural privacy to employees, sufficient to prevent unauthorized persons from seeing or hearing test results.
  - 2) Before testing begins, the BAT shall explain the testing procedure to the employee and answer any questions s/he may have.
  - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.
  - 4) Once testing is complete, the BAT shall show the results to the employee.
- d. Screening Test
  - 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.

- 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than thirty (30) minutes after completion of the screening test.
- b. Employees with a breath alcohol concentration between 0.00 and 0.04 may not perform or continue to perform any work functions until the start of the employee's next regularly scheduled duty period, not less than twenty-four (24) hours following administration of the test. Any time lost pursuant to this paragraph shall be unpaid.
- c. If the result of the confirmation test is 0.04 percent alcohol concentration or greater, the result is positive.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Village may direct the employee to see a licensed physician.
- b. The employee may not perform any work until s/he is evaluated, provided the evaluation takes place within two (2) hours.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

- f. The Village shall pay any medical fees assessed for the examination.

#### IV. CONSEQUENCES OF POSITIVE TEST RESULTS

- A. Confirmed Breath Alcohol Test Result Between 0.00 and 0.04

An employee with a breath alcohol concentration result between 0.00 and 0.04 shall be removed from duty without pay for twenty-four (24) hours or a retest below 0.00.

- B. Confirmed Breath Alcohol Test Result of 0.04 or More or Other Prohibited Alcohol Conduct

An employee with a breath alcohol concentration result of 0.04 or more, or who has otherwise violated the alcohol conduct rules set forth above, shall be immediately terminated.

- C. Confirmed Positive Urine Drug Test

An employee who tests positive for any of the prohibited controlled substances, or who has otherwise violated the substance abuse rules set forth above, shall be immediately terminated.

- D. Discipline

Any discipline imposed upon employees shall be subject to the Disciplinary and Grievance Procedure provisions of the Collective Bargaining Agreement.

- E. Refusal to Test

Any employee who refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and shall be immediately terminated. However, if it is subsequently determined that the order to submit to testing was in violation of this policy, the employee will be made whole for any economic loss incurred during his/her time off.

- F. One Time Stale Positive Exception

An employee who tests positive for illegal drugs, but who can demonstrate that he or she was not under the influence of illegal drugs while on duty and that the positive test resulted from drug use that occurred sufficiently remotely in the past so that it is clear that the employee was not actually

under the influence of drugs at the time of the test, shall be dealt with as follows:

1. The employee will be suspended without pay for fifteen (15) work days.
2. The employee will be referred for a drug evaluation and will participate in treatment with a substance abuse professional.
3. The employee will be allowed to return to work after a negative return to duty test after the fifteen (15) work day suspension.

This is a one time exception to the general rule that any employee who tests positive for illegal drugs will be terminated. No employee may take advantage of this provision more than once, for any substance, in his or her career.

## V. CONFIDENTIALITY OF RECORDS

All drug and alcohol test results and records shall be maintained under strict confidentiality. Supervision shall not be entitled to copies of test results although supervision may be informed on a need to know basis of the results of such tests.

### A. Employee Entitled to Information

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her use of alcohol and/or drugs, including any records pertaining to conducted tests. The employee's access to the records shall not be contingent upon payment for the records.

### B. Conditions Under Which the Village Must Release Records

1. To the employee, upon written request.
2. When requested by federal or state agencies with jurisdiction, when license or certification actions may be required.
3. To a subsequent employer pursuant to written consent of the former employee.
4. To the decision maker in a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result or employee initiated action.

## VI. EMPLOYEE ASSISTANCE PROGRAM

### A. Voluntary Referral

#### 1. Before Testing

- a. Any bargaining unit employee who voluntarily refers himself or herself to the Village's Employee Assistance Program (EAP) before being ordered to submit to a random, reasonable suspicion, post-accident or return to duty drug or alcohol test shall not be subject to discipline.
- b. Any bargaining unit employee who has voluntarily referred himself or herself to the EAP shall be subject to the same testing procedures as an employee who has tested positive for drug or alcohol use.
- c. The employee shall be returned to regular work duties only on the recommendation of the EAP counselor and successful completion of a return to duty medical exam.

### B. Confidentiality of Referral

All EAP referrals shall be kept strictly confidential, except as necessary to implement the terms of this policy.

### C. Rehabilitative Leave of Absence

Upon an employee's request, the Village shall, to the extent necessary for treatment and rehabilitation, and subject to the General Leave provisions of the Collective Bargaining Agreement, grant the employee an unpaid leave of absence for the period necessary to complete primary treatment of the employee's drug and/or alcohol problem.

# MEMORANDUM



**To: Patty Leoni, Budget & Administration Chairman**

**From: Steve Tilton, Assistant Village Manager**

**Date: April 25, 2014**

**Re: Comcast Lease Agreement**

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## **Background**

For the last twenty (20) years, the Village of Tinley Park and Comcast have had a lease agreement. The agreement allows Comcast to utilize Village property to house a communications facility for their infrastructure. Upon expiration of the agreement, Comcast indicated to the Village they would be interested in continuing to utilize the Village property.

## **Proposed Agreement**

Key provisions of the agreement include:

**Term** - The proposed agreement would allow for an additional five (5) years of use of the Village property. Under the terms of the lease, there are also options for up to five (5) more agreement extensions, of five (5) years each.

**Rent** – The annual rent paid to the Village will be \$5,646.24. For each five (5) year extension, the rent will increase by five (5) percent.

**Insurance** – Comcast will be required to maintain liability insurance consistent with Village standards. Comcast will also indemnify the Village from claims associated with the lease agreement.

**Termination of the Lease/Equipment Removal** – Upon termination of the lease, Comcast has ninety (90) days to remove their equipment or it becomes property of the Village.

## **Village Attorney/Staff Review**

Staff and the Village Attorney have reviewed the proposed agreement and found it to be acceptable. Staff is recommending approval of the agreement.

## **Committee Discussion**

1. Discuss Proposed Comcast Lease; and
2. Direct Staff as Necessary

**ORDINANCE ADOPTING THE PREVAILING WAGE RATES  
FOR LABORERS, WORKERS AND MECHANICS  
EMPLOYED BY THE VILLAGE OF TINLEY PARK**

**WHEREAS**, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, (820 ILCS 130/1 to 130/12); and

**WHEREAS**, the aforesaid Act requires that the Village of Tinley Park investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works for said Village.

**NOW, THEREFORE, Be It Ordained** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** To the extent and as required by "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County and Will County areas as determined by the Department of Labor of the State of Illinois, as of May 1, 2014, a copy of that determination being attached hereto as **Exhibit "A"** and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

**Section 2:** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this Village to the extent required by the aforesaid Act.

**Section 3:** The Village Clerk shall publicly post or keep available for inspection by an interested party in the main office of this Village this determination of such prevailing rate of wages.

**Section 4:** The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their name and addresses, requesting copies of any determination stating the particular rates and the particular rates of workers whose wages will be affected by such rates.

**Section 5:** The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

**Section 6:** The Village Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto as **Exhibit "B"** and incorporated herein by reference. Such publication shall constitute notice that this is the determination of the Village of Tinley Park and is effective.

**Section 7:** All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

**Section 8:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

**PASSED** this \_\_\_ day of May, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_ day of May, 2014, by the President of the Village of Tinley Park.

---

Edward J. Zabrocki  
Village President

**ATTEST:**

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Patrick E. Rea  
Village Clerk

STATE OF ILLINOIS )  
COUNTY OF COOK )SS  
COUNTY OF WILL )

**CLERK'S CERTIFICATE**

I, **PATRICK E. REA.**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

**ORDINANCE NO. 2014-O-010**

**ORDINANCE ADOPTING THE PREVAILING WAGE RATES  
FOR LABORERS, WORKERS AND MECHANICS  
EMPLOYED BY THE VILLAGE OF TINLEY PARK**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the \_\_\_\_ day of May, 2014, at which meeting a quorum was present, and approved by the President of Tinley Park on the \_\_\_\_ day of May, 2014.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of the vote was a follows, to wit:

**AYES:**

**NAYS:**

**ABSENT:**

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_\_ day of May, 2014.

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

## Will County Prevailing Wage for January 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	16.92	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	46.770	2.0	2.0	2.0	11.50	16.82	0.000	0.630
CEMENT MASON		ALL		41.000	43.000	2.0	2.0	2.0	9.500	16.54	0.000	0.500
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMMUNICATION TECH		BLD		32.200	33.700	1.5	1.5	2.0	12.82	11.30	0.000	0.720
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		BLD		39.500	43.060	1.5	1.5	2.0	13.67	16.13	0.000	1.200
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		41.000	42.000	2.0	2.0	2.0	10.04	21.41	0.000	0.780
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	46.770	2.0	2.0	2.0	11.50	16.82	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	46.770	2.0	2.0	2.0	11.50	16.82	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		42.520	46.770	2.0	2.0	2.0	11.50	16.82	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430
SHEETMETAL WORKER		BLD		42.800	44.800	1.5	1.5	2.0	10.34	12.35	0.000	0.820
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450

STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

**Legend:**

RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations****WILL COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam

Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights,

barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

## Cook County Prevailing Wage for January 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	16.92	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430

SHEETMETAL WORKER	BLD	41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD	30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

## Legend:

RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical

systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

## TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST &amp; WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task,

the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**COMMENTS FROM  
BOARD AND STAFF**

**COMMENTS FROM  
THE PUBLIC**

# **ADJOURNMENT**