

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: _____

ITEM # 2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON NOVEMBER 18, 2014.

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

COMMENTS: _____

ITEM # 3

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM ST. GEORGE SCHOOL, 6700 W. 176TH STREET, TO CONDUCT A RAFFLE DECEMBER 1, 2014 TO MAY 17, 2015. WINNERS WILL BE DRAWN AT THE SCHOOL ON MAY 17, 2015.
- B. CONSIDER REQUEST FROM FATHER C.C. BOYLE COUNCIL 4698 KNIGHTS OF COLUMBUS TO CONDUCT A FUNDRAISER (TAG DAY) SEPTEMBER 18 AND 19, 2015 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER A PROCLAMATION RECOGNIZING DAVID A. FISCHER UPON ACHIEVING THE RANK OF EAGLE SCOUT, THE HIGHEST AWARD OF THE NATIONAL BOY SCOUTS OF AMERICA.
- D. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$7,028,521.71 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 21 AND NOVEMBER 26, 2014.

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

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-049 GRANTING VARIATION FOR A FRONT YARD ENCROACHMENT ON A CORNER LOT FOR A FENCE AT 6400 180th PLACE WITHIN THE KENDEN ESTATES SUBDIVISION AND THE R-4 SINGLE FAMILY ZONING DISTRICT (SPISAK) – **Trustee Hannon**

ACTION: Discussion: The petitioner, Thomas Spisak, requests a variation from Section V. Schedule II (Schedule of District Requirements) of the Village’s Zoning Ordinance for a twenty-five foot (25’) variation to place a 4 foot high fence within the front yard. This variation would allow the Petitioner to place a fence at a zero foot (0’) setback on the east (Ridgeland Avenue) side of the property. The variation was requested because the petitioner’s house was built approximately eight foot (8’) into the required twenty-five foot (25’) front yard setback on the east side, meaning the home lies about seventeen foot (17’) from the property line on the east side of the lot. The petitioners wish to enclose their yard with a fence for a pet. A public hearing was held at the Zoning Board of Appeals (ZBA) on November 13, 2014 and the ZBA recommended that the Village Board grant the variation on a vote of 5-0-0. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ORDINANCE 2014-0-047 ANNEXING A PROPERTY OF .71 ACRES ADDRESSED 6900 179TH STREET WITHIN ELMORE’S HARLEM AVENUE ESTATES AND LOCATED GENERALLY WEST OF OAK PARK AVENUE AND NORTH OF 179TH STREET (PANOS) - **Trustee Hannon**

ACTION: Discussion: The owners request annexation of a .71 acre property located generally west of Oak Park Avenue and north of 179th Street. The applicant seeks annexation in order to rezone the property to Neighborhood General (NG) Zoning District and to eventually redevelop the property. **Direct the Village Attorney to draft an ordinance granting annexation of the subject property with this constituting first reading.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER ORDINANCE 2014-O-048 REGARDING REMOVING CERTAIN PROPERTY (A MAP AMENDMENT) FROM R-1 SINGLE FAMILY RESIDENTIAL ZONING TO NG NEIGHBORHOOD GENERAL DISTRICT FOR A PROPERTY OF .71 ACRES ADDRESSED 6900 179TH STREET WITHIN ELMORE’S HARLEM AVENUE ESTASTES AND LOCATED GENERALLY WEST OF OAK PARK AVENUE AND NORTH OF 179TH STREET (PANOS) - **Trustee Hannon**

ACTION: Discussion: This is a companion ordinance to the previous agenda item. The beneficial owners of the subject property, Tom Panos and Andrew Poulos, request a zoning map amendment (rezoning) for a 0.71 acre property located generally west of Oak Park Avenue and north of 179th Street. The applicant proposes to rezone the property from R-1 Single Family Residential to NG Neighborhood General District. A public hearing was held on November 20th at which time the Plan Commission made findings of fact and voted 5-0-4 to recommend approval of this map amendment to the Village Board and rezoning upon annexation of the property. **Consider concurring with the Plan Commission and direct the Village Attorney to prepare an ordinance with this constituting first reading.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-035 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE 2014 TAX LEVY YEAR - **Trustee Seaman**

ACTION: Discussion: The property tax levy request for 2014 will be set at \$25,541,964. This represents a 0% increase over the previous year’s total dollars. This levy amount is net of the abatements of debt service considered in Ordinances 2014-O-036 through 2014-O-041 in a total amount of \$5,338,275. If these funds were not abated, the total required levy would be \$30,880,239 and would represent an increase of 21%. The Village of Tinley Park portion of the levy amounts to \$19,980,020. This amount is \$299,700 lower than the Village’s traditional levy tax cap formula would permit. The Tinley Park Public Library portion of the levy amounts to \$5,561,944 and is also unchanged from the prior year. Since the levy increase is less than 5% of the prior year’s extended levy, a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at a Committee of the Whole meeting held on November 24, 2014. The Library Levy request was approved at the Library Board meeting held on September 24, 2014. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-036 ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED APRIL 10, 2008 IN CONNECTION WITH THE ISSUANCE OF \$5,005,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy requirements for this bond issue is established at \$601,800 and the Village is in a position to abate the entire amount of this levy from funds in the Oak Park Avenue (Convention Center) Tax Incremental Financing District Fund. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-037 ABATING A PORTION OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy for this bond issue is established at \$958,770 and the Village is in a position to abate \$608,770 of this levy with \$318,405 derived from the Village’s Water and Sewer Revenue Fund, \$185,228 from the Tax/Bond Stabilization Fund, and \$105,138 from the Surtax Capital Projects Fund. The net levy for this bond issue will be \$350,000. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-038 AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED DECEMBER 16, 2009 IN CONNECTION WITH THE ISSUANCE OF \$16,380,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2009A (BUILD AMERICA BONDS - DIRECT PAYMENT) OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy requirements for this bond issue is established at \$2,205,855 and the Village is in a position to abate the entire amount of this levy from funds in the Oak Park Avenue (Convention Center) Tax Incremental Financing District Fund (\$2,121,556) in combination with the 35% Build America Bond Credit Payment expected to be received from the United States Treasury (\$84,299). If the Federal Government reduces the amount of the interest subsidy, the short fall will also be provided from the TIF funds. The annual levy requirement provided in the Bond Order is the gross debt service before reduction for the Build America Bond Credit Payment authorized under the American Recovery and Reinvestment Act (ARRA – also known as the Stimulus Package). **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-039 ABATING A PORTION OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS– **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy for this bond issue is established at \$661,950 and the Village is in a position to abate \$150,000 of this levy from the Village’s Surtax Capital Projects Fund. The net levy will be \$511,950 for this bond issue. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #12

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-040 ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JANUARY 26, 2012 IN CONNECTION WITH THE ISSUANCE OF \$5,235,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy for this bond issue is established at \$841,400 and the Village is in a position to abate the entire amount of this levy with \$423,224 derived from the Village’s Water and Sewer Revenue Fund, \$252,420 from the Storm Water Management Fund and \$165,756 from the Surtax Capital Projects Fund. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-041 AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – **Trustee Seaman**

ACTION: Discussion: The 2014 tax levy requirements for this bond issue is established at \$930,450 and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$372,180.00
Surtax Capital Projects Fund	\$398,735.02
Water & Sewer Fund	\$132,914.79
Stormwater Management Fund	\$ 16,627.15
Main Street South TIF	\$ 9,993.04

This Ordinance is eligible for first reading.

COMMENTS:

ITEM #14

SUBJECT: CONSIDER RESOLUTION 2014-R-045 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR WATSON FAMILY HYUNDAI, INC. - **Trustee Seaman**

ACTION: Discussion: This inducement agreement between the Village of Tinley Park and Watson Family Hyundai, Inc. (Hyundai) is associated with the corporate mandated remodeling/expansion project at the Hyundai auto dealership located at 8101 West 159th Street in Tinley Park. This project is estimated to cost at least \$800,000. But for the incentive, the project will not be able to be completed and the franchise agreement would be impacted. The project is anticipated to result in at least \$10 million in new annual taxable sales, create 10 new jobs, and will conform to all Village codes and ordinances, including landscaping and signage requirements. This incentive is based on new sales related to the Hyundai dealership, whereby the Village would receive 100 percent of the first \$505,250 in Village sales tax revenue per year, and Watson Family Hyundai Inc. would receive 33 percent of the Village sales tax revenue in excess of \$505,250 each year for up to 10 years. The maximum incentive amount would be \$266,667, 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 held on November 4, 2014. **This Resolution is eligible for first reading.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ORDINANCE NUMBER 2014-O-046 AMENDING CHAPTER 31 OF ARTICLE III OF THE TINLEY PARK MUNICIPAL CODE - TERM LIMIT – **Trustee Seaman**

ACTION: Discussion: On August 5th, 2014 the Village Board adopted Resolution 2014-R-031 calling for the submission of a public question at referendum, regarding the limitations on terms of office for persons elected to certain Village offices at the April 7th, 2015 election and future elections. This question was based on the report of the Term Limits Commission, which was established by the Village to study the issue of term limits. The Commission determined that a full recommendation for the institution of term limits could not be made but that if term limits were adopted they should be for three (3) terms of four (4) years, in a consecutive format, and without retroactivity for any sitting officials. The public question was voted on at the November 4th, 2014 general election and was approved by a majority of those voting. An amendment to the Tinley Park Municipal Code to apply the results of the binding referendum approved at the general election is now required. The referendum stated that the terms of office for those persons elected to the offices of Village President, Village Clerk or Village Trustee in the Village of Tinley Park, at the April 7, 2015 consolidated election and at each election for any of said offices thereafter, are hereby limited such that no person so elected may serve more than three (3) consecutive full four (4) year terms in the same office. In this regard, once a person is elected to one of the offices stated above at the April 7, 2015 election, and that person serves three (3) consecutive full four (4) year terms in that particular office, this person may not serve again in that particular office until after another person has first served in this particular office. **This ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-044 AUTHORIZING CHANGE ORDER NO. ONE (1) TO THE CONTRACT WITH BEARY LANDSCAPING FOR THE TREE PLANTING – ASH REPLACEMENT PROGRAM – **Trustee Staunton**

ACTION: Discussion: Earlier this year, the Village entered into a contract with Beary Landscape, after completion of a competitive bidding process, for tree replanting due to the Emerald Ash Borer (EAB) epidemic that has affected the State of Illinois. The original contract amount was for \$1,265,710. The proposed change order would authorize Beary Landscape to replant an additional 1,386 trees at a not to exceed cost of \$489,290. The proposed change order amount matches the Village’s budgeted amount in the current fiscal year for this expenditure and represents a 38.66% change to the original contract amount. The Village finds the following related to the proposed change order:

- The circumstances necessitating the change order were not reasonably foreseeable at the time the contract was signed;
- The changes affected by the change order are germane to the original contract as signed; and
- The changes effected by the change order are in the best interests of the Village and are authorized by law.

This item was discussed at the Public Works Committee held on August 27, 2014 and recommended for approval. Consider Resolution Number 2014-R-O44 authorizing Change Order No. 1 to the contract with Beary Landscape for the tree planting-Ash Replacement Program. **This resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER THE ACCEPTANCE OF A GRANT FROM MABAS 24 DIVISION FOR INTEROPERABLE RADIO SYSTEMS – **Trustee Maher**

ACTION: Discussion: The Village of Tinley Park Fire Department is a member of the MABAS 24 Division. Recently, the Division was awarded a grant for interoperable radio systems that includes both mobile and portable radios as well as laptop computers. Tinley Park is eligible to receive \$157,941 worth of equipment as part of the grant. The Village’s required match for the grant is \$15,794. Specific equipment that will be received by the Village, includes:

- (6) Toughbooks (Model #31) and mounting hardware;
- (6) Motorola APX 4500 P25 Mobile Radios; and
- (23) WE7000 Portable Radios.

Funds for the Village’s matching share are available in the current fiscal year. This item was discussed at the November 18, 2014 Public Safety Committee and recommended for approval. **Consider accepting a grant from the MABAS 24 divisions for interoperable radio systems and equipment in an amount of \$157,941 with a Village matching amount not to exceed \$15,794.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-046 AUTHORIZING THE EXECUTION OF A PARATRANSIT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PACE FOR THE “DIAL-A-RIDE” PROGRAM FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 - **Trustee Leoni**

ACTION: Discussion: This Resolution would authorize the annual agreement wherein PACE provides approximately one quarter of the operating cost of the program. The “Dial-A-Ride” program in the Village provides nearly 10,000 rides to its residents annually. The annual cost of the PACE “Dial-A-Ride” program is approximately \$83,000. Each year PACE subsidizes approximately \$24,000 of our program, leaving the Village with a net cost of roughly \$59,000. **This Resolution is eligible for first reading.**

COMMENTS: _____

ITEM #19

SUBJECT: CONSIDER RESOLUTION NUMBER 2014-R-047 PROVIDING THE AUTHORIZATION FOR LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK – **Trustee Leoni**

ACTION: Discussion: This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. **If reading is waived, this Resolution is eligible for adoption.**

COMMENTS:

ITEM #20

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

ADJOURNMENT



Fr. C.C. Boyle Council 4698

Tinley Park, IL 60477

Serving the parishes of:

*St. George
St. Julie
St. Stephen
St. Emeric
St. Elizabeth Seton
St. Gerard Majella
St. Damian*

November 17, 2014

*Village Clerk
Village of Tinley Park
16200 S. Oak Park Ave.
Tinley Park, Illinois 60477*

Dear Village Clerk

*The annual Tootsie Roll Drive for the mentally handicapped will be on Friday and Saturday, September 18 & 19, 2015. This is a noteworthy cause benefiting the special population in our community. We are therefore, asking for your permission in this endeavor by allowing the Knights of Columbus volunteers to stand on the street corners in your city for the solicitation of funds for these special people. Please acknowledge your agreement by returning a signed copy of this letter. On behalf of the Knights of Columbus and our special needs population we say **THANK YOU.***

Respectfully

Eric F. Holmquist

~~XXXXXXXXXX~~
~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

Approved

By _____

Date _____

VILLAGE OF TINLEY PARK

16250 South Oak Park Avenue

DATE: 11/19/2014

APPLICATION FOR LICENSE TO CONDUCT RAFFLE

(Good for one raffle)

1. NAME OF ORGANIZATION: St. George School

2. ADDRESS: 6700 W. 176th Street

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:
Same

4. ADDRESS OF PLACE FOR RAFFLES DRAWING:
Same

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

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: Since 1949

7. PLACE AND DATE OF INCORPORATION: _____

8. NUMBER OF MEMBERS IN GOOD STANDING: 450+

9. PRESIDENT/CHAIRPERSON: Rev. Kenneth Fleck

ADDRESS: 6707 W. 175th St. Tinley Park 60477

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

10. RAFFLES MANAGER: Paul Smith

ADDRESS: ~~7619 S. Clifton Park Ave. Tinley Park, IL 60478~~

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: TINA PRIMUS

ADDRESS: ~~19634 Southfield Circle Tinley Park, IL 60478~~

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: Paul Smith

ADDRESS: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: Valerie Smith

ADDRESS: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: Kristin Jager

ADDRESS: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: JoAnn Flores

ADDRESS: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

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

NAME: Kevin Patrick

ADDRESS: _____

SOCIAL SECURITY NO.: _____ DATE OF BIRTH: _____

LICENSE TO CONDUCT RAFFLE

- 12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)
December 2014 thru May 17th, 2015 Sunday - Saturday
- 13. LOCATION OF SALES: St. George School and Church and on
School website www.stgeorgeschool.org via Eventbrite.com 6700 W.
- 14. LOCATION FOR DETERMINING WINNERS: St. George School
6700 W. 176th St. Turkey Park 60477 in
O'Connell Hall
- 15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)
Sunday, May 17th, 2015
- 16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ ~5000.00
- 17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$20.00 - \$1500.00
- 18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$1.00 - \$10.00

5 Raffle Games Included in \$50.00 Ticket Price

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY) \$ _____

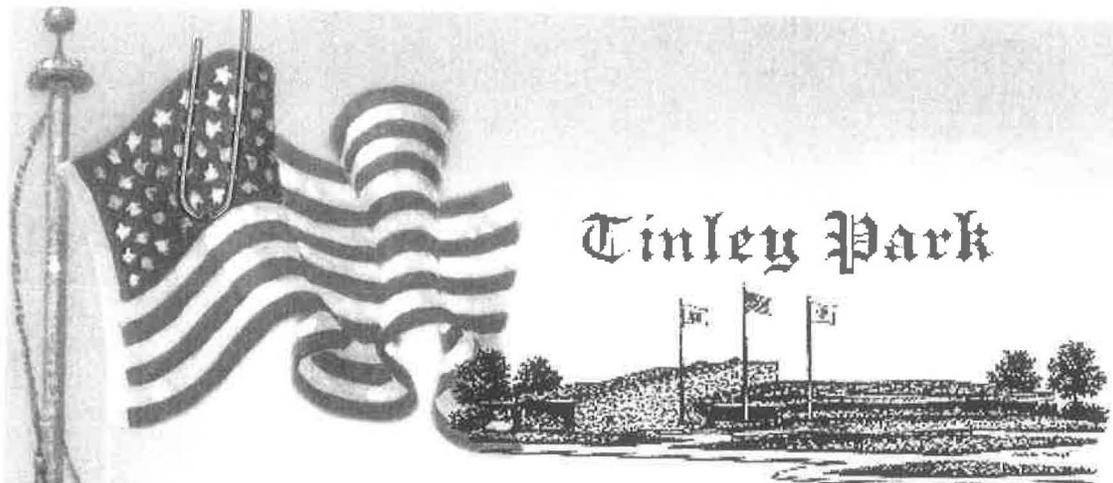
TIME PERIOD FOR A LICENSE _____

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: St. George School

EXECUTIVE DIRECTOR: Paul Smith



Tinley Park

PROCLAMATION

A PROCLAMATION RECOGNIZING David A. Fischer

The highest award the National Council of Boy Scouts of America can bestow upon a Scout is that of Eagle Scout; and

David A. Fischer has attained the rank of Eagle Scout, the highest rank in Scouting; and

In order to qualify as an Eagle Scout, a young man must demonstrate outstanding qualities of leadership, a willingness to be of help to others, and superior skills in camping, lifesaving and first aid; and

In earning the highest rank of Boy Scouts, David A. Fischer, joins an elite and honorable fraternity of achievers that counts as a small percentage of the total population of the United States, but an extraordinary number of Eagle Scouts are among the nation's great leaders in business, government, education and other sectors in our society; and

The achievement of the rank of Eagle Scout reflects favorably upon David A. Fischer, his proud family, his Scoutmaster, and his fellow scouts.

NOW, THEREFORE, BE IT PROCLAIMED, on behalf of the 60,000 citizens of Tinley Park, that the President and Village Board of the Village of Tinley Park join his family and friends in congratulating David A. Fischer upon attaining the coveted rank of Eagle Scout and commend him upon the unswerving dedication to excellence that is the hallmark of the Eagle Scouts.

Edward J. Zabrocki, Village President

Patrick E. Rea, Village Clerk

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156169	11/21/2014	010955 A T & T LONG DISTANCE	827776689-7		AT&T LONG DISTANCE 01-17-225-72120	22.60
					Total :	22.60
156170	11/21/2014	002570 AMERICAN SALES	69405	VTP-012649	CHIRISTMAS LIGHTS 01-25-000-73112	2,957.16
					Total :	2,957.16
156171	11/21/2014	002756 APCO INTERNATIONAL INC.	308625		MEMBERSHIP/JACLYN ROMANOW 01-21-210-72720	184.00
					Total :	184.00
156172	11/21/2014	014108 BARDEN, TROY	111514		PER DIEM: MEALS-INTERVIEWING 01-17-220-72140	60.00
					Total :	60.00
156173	11/21/2014	010953 BATTERIES PLUS - 277	277-359772		BATTERIES 14-00-000-74150	168.50
					Total :	168.50
156174	11/21/2014	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-14167-3	VTP-012350	CLEANING/MAINTENANCE IN FIRIN 01-25-000-72779	995.00
					Total :	995.00
156175	11/21/2014	012476 BLACK & DECKER U.S., INC.	12597996		BATTERY PACK 60-00-000-73410	307.92
			12598015		CORE BIT BODY,CENTERING,SPLIN 01-23-000-73410	394.33
					Total :	702.25
156176	11/21/2014	003112 BOLING, JOHN R.	111014		ADD'L PER DIEM: LODG STAR WITN 01-17-220-72140	194.05
					Total :	194.05
156177	11/21/2014	011655 BORAK, KELLY	111714		REIM. EXP. WORK CLOTHES 01-23-000-73610	215.98

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156177	11/21/2014	011655	011655 BORAK, KELLY		(Continued)	Total : 215.98
156178	11/21/2014	016806	BOYICH, CAROLYN	111914	REIM. EXP. PACKAGES SENT TO S 01-50-000-72922	346.20 Total : 346.20
156179	11/21/2014	003148	BREMEN ANIMAL HOSPITAL, LTD	101514	BATHING/NAIL TRIM-YAMBO 01-17-220-72240	35.00 Total : 35.00
156180	11/21/2014	016805	BREWERS ASSOCIATION, INC	900089639	MEMBERSHIP IVAN BAKER 01-32-000-72720	155.00 Total : 155.00
156181	11/21/2014	003659	CALIFORNIA CONTRACTORS SUPPLIE	PP49244	SUPER WIPES,TELESCOPING MAC 60-00-000-72170 60-00-000-73410 01-24-000-72170 01-23-000-72170 01-19-000-72540 01-17-205-72540 01-30-000-72540 01-12-000-72540 01-21-000-72540 01-23-000-73410	48.42 24.90 48.42 48.42 48.42 64.56 32.28 16.14 16.14 24.90 Total : 372.60
156182	11/21/2014	011929	CAPITAL ONE BANK (USA), N.A.	1023171	BUS SISTER CITY EVENT/GERMAN 01-57-000-72940	281.20
				110714	OPA ST CHRISTMAS LIGHTS 01-25-000-73112	154.82
				115	SOLO CUPS,PRODUCE,BAKERY 01-57-000-72220	32.87
				116	ICE 01-57-000-72220	1.63
				15	FRUIT 01-12-000-72220	8.73

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156182	11/21/2014	011929 CAPITAL ONE BANK (USA), N.A.	(Continued) 153		ICE,POTATOE SALAD,BAKERY ITEM 01-31-000-72220	22.31
			2252		OPA STATION XMAS DECOR 01-25-000-73112	840.54
			315292753		CLICK N SHIP 01-14-000-72110	21.00
Total :						1,363.10
156183	11/21/2014	013478 CARROLL, MICHAEL F.	TP1137		ADMIN HEARING LEGAL SERVICES 01-14-000-72876	600.00
Total :						600.00
156184	11/21/2014	003396 CASE LOTS INC.	001911		CAN LINERS,CUPS 01-25-000-73580	362.64
Total :						362.64
156185	11/21/2014	003243 CDW GOVERNMENT INC.	QP46173		HP SB GEN8 8G8 2RX4 PC3L SHAR 30-00-000-74159	285.99
			QP63768	VTP-012620	<BD> - NETMOTION SOFTW & MAIN 01-30-000-72655	1,270.00
			QQ44031		IOGEAR TOUCH POINT STYLUS 01-14-000-72565	71.02
			QQ74952		TRIPP 6 FT HDMI O DVI GOLD DIG \' 01-14-000-72565	33.69
			QR03479		GRI SURVIVOR SKIN IPHONE 5 C B 01-17-225-72567	21.55
			QR58311		TRIPP 6 FT HDMI O DVI GOLD DIG \' 01-14-000-72565	64.09
Total :						1,746.34
156186	11/21/2014	003229 CED/EFENGEE	5025-485466		FLUOR LAMPHOLDER 01-25-000-73570	143.48
			5025-485724		CONN 60-00-000-73570	47.82
			5025-485732		WIRECONN 01-24-000-73570	33.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156186	11/21/2014	003229 CED/EFENGEE	(Continued) 5025-485783		PVC,CPLG 01-24-000-73570	5.11
			5025-485800		CONN,BUSHINGS 01-24-000-73570	25.85
					Total :	256.11
156187	11/21/2014	003606 CHICAGO SOUTHLAND CONV. V B	1114		OCT14 HOTEL ACCOMMODATION 12-00-000-79107	20,764.23
					Total :	20,764.23
156188	11/21/2014	003606 CHICAGO SOUTHLAND CONV. V B	111714		HOLIDAY RECEPTION/DAVE NIEME 01-12-000-72220	20.00
					Total :	20.00
156189	11/21/2014	013171 COMCAST CABLE	8771401810026955		ACCT#8771401810026955 17355 68 01-21-000-72750	50.57
			8771401810028977		ACCT#8771401810028977 PW 7980 01-25-000-72790	21.06
					Total :	71.63
156190	11/21/2014	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 TRAIN ST 18001 73-80-000-72510	2,178.74
			0385440022		ACCT#0385440022 SS BROOKSIDE 60-00-000-72510	285.84
			0637059039		ACCT#0637059039 7850 W TIMBER 60-00-000-72510	25.57
			1856071014		ACCT#1856071014 8300 W 183RD S 01-24-000-72510	46.97
			2335053008		ACCT#2335053008 LITE RT/25 MET 70-00-000-72510	250.65
			2863040039		ACCT#2863040039 LITE RT/25 MET 01-24-000-72510	282.39
			4803158058		ACCT#4803158058 0 RIDGEFIELD L 60-00-000-72510	93.79
			4943163008		ACCT#4943163008 7650 TIMBER DF 70-00-000-72510	17.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156190	11/21/2014	013878	COMED - COMMONWEALTH EDISON (Continued) 5437131000		ACCT#5437131000 7980 W 183RD S 01-25-000-72510	198.11
			5983017013		ACCT#5983017013 WATER MONITC 60-00-000-72510	128.59
					Total :	3,508.25
156191	11/21/2014	007653	COMMUNITY CONSOLIDATED SD 146 112014		DONATION FIERKE SINGERS HOLI 01-35-000-72954	100.00
					Total :	100.00
156192	11/21/2014	012410	CONSERV FS, INC. 1993645-IN		5 FT ORANGE SNOW POLE FIBERC 60-00-000-73870	72.00
					Total :	72.00
156193	11/21/2014	012826	CONSTELLATION NEWENERGY, INC. 0019697228		POST#2 ACCT#1-EI-2434 CUST ID# 60-00-000-72510	6,991.58
					Total :	6,991.58
156194	11/21/2014	013794	CORENET GLOBAL INC CHICAGO 419		SLIVER LEVEL SPONSORSHIP-2014 01-32-000-72720	1,500.00
					Total :	1,500.00
156195	11/21/2014	016802	CREATIVE CRAFTS GROUP LLC 111814		CONVENTION CENTER INCENTIVE 12-00-000-72986	3,275.00
					Total :	3,275.00
156196	11/21/2014	003635	CROSSMARK PRINTING, INC 25829	VTP-012614	EXCEPTIONAL ACTIVITY REPORT 01-17-205-72310	932.91
			25830		01-17-205-72310	65.00
			25857		FALL/WINTER 2014 EXCHANGE BO 01-14-000-72991	20,125.33
					BUSINESS CARDS-DOUG ALBA 01-17-205-72310	48.50
					Total :	21,171.74
156197	11/21/2014	003517	CURRIE MOTORS A8607	VTP-012152	2015 CHEVY TAHOE VIN#1GNSK3E 30-00-000-74220	32,169.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156197	11/21/2014	003517 CURRIE MOTORS	(Continued) A9028	VTP-012153	2015 CHEVY TAHOE VIN#1GNSK3K 30-00-000-74220	33,000.00
Total :						65,169.00
156198	11/21/2014	003477 CUZIN'S	0232260		MEAL MTG 83-00-000-72220	91.28
Total :						91.28
156199	11/21/2014	000648 DELL MARKETING LP	XJKF7KFP7	VTP-012647	<FD-PW> - WIN8 TABLETS 14-00-000-74128	112.78
Total :						112.78
156200	11/21/2014	003770 DUSTCATCHERS INC	90404 90761		MATS/VH 01-25-000-72790 MATS/ PW GARAGE 01-25-000-72790	44.34 95.05
Total :						139.39
156201	11/21/2014	004009 EAGLE UNIFORM CO INC	234494	VTP-012621	(O'HAGAN) PANTS/BELT 01-19-000-73610	168.50
Total :						168.50
156202	11/21/2014	004152 ECOLAB PEST ELIMINATION INC.	5042265 5042266		PEST CONTROL VH 01-25-000-72790 PEST CONTROL TRAIN STATION 73-80-000-72790	423.83 75.00
Total :						498.83
156203	11/21/2014	016746 ESAFETY SUPPLIES, INC	134983	VTP-012602	BIOHAZARD KIT, GLOVES 01-17-205-73600 01-17-205-73600	257.70 28.59
Total :						286.29
156204	11/21/2014	016812 ESPOSITO, JAIME	Ref001310876		UB Refund Cst #00484424 60-00-000-20599	6.72
Total :						6.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156205	11/21/2014	004019	EVON'S TROPHIES & AWARDS	103014	HOODED SWEATSHIRTS 01-17-205-73600	74.64
				103014.	PLATE GOLD BRASS 01-20-000-73605	14.18
				111114	MIRROR PICTURE FRAME 01-19-000-73870	9.86
					Total :	98.68
156206	11/21/2014	015818	EXTRA SPACE STORAGE	111914	STORAGE SPACES 12/5/14-1/4/16 01-35-000-72790	3,585.88
					Total :	3,585.88
156207	11/21/2014	015853	FIRE SERVICE INC.	9096	UNITY SPOTLIGHT 01-19-000-72540	175.63
					Total :	175.63
156208	11/21/2014	012291	FITZPATRICK, JOSEPH	100121863	REIM EXP. WORK CLOTHES-INSOL 60-00-000-73610	32.36
					Total :	32.36
156209	11/21/2014	004362	FIVE ALARM FIRE & SAFETY EQUIP	143797-1	HAIX AIRPOWER 01-19-000-73610	165.00
					Total :	165.00
156210	11/21/2014	015827	FIVE STAR TAXI & SHUTTLE SERV.	0000204	2 SHUTTLE VANS 01-35-000-72985	600.00
					Total :	600.00
156211	11/21/2014	015058	FLEETPRIDE	64987025	PART/H11/55W-12V 01-19-000-72540	59.70
				65030235	FILTER 01-25-000-72530	53.26
					Total :	112.96
156212	11/21/2014	011132	FORCE ENTERPRISES	025103	HOLIDAY EVENTS FLYERS 01-35-000-72310	908.90
					Total :	908.90

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156213	11/21/2014	004185 FOREST LUMBER	49429		LUMBER,NAILS,STUDS,SCREWS 01-23-000-73710	330.41
			49434		01-23-000-73840 2X4X8 SPF PREMIUM STUDS 01-23-000-73710	112.72 23.34
					Total :	466.47
156214	11/21/2014	004224 FOREST VIEW FARMS	111714.		BALANCE DUE/TROLLEY & WAGON 01-35-000-72954	3,720.00
					Total :	3,720.00
156215	11/21/2014	004224 FOREST VIEW FARMS	111714		DEPOSIT-CARRIAGE RIDES/HOLID. 01-35-000-72954	1,750.00
					Total :	1,750.00
156216	11/21/2014	011611 FOX VALLEY FIRE & SAFETY CO.	869055		FIRE ALARM INSPECTION/PD 01-25-000-72122	133.00
			869057		FIRE ALARM INSPECTION/PW GAR 01-25-000-72122	133.00
			869058		FIRE ALARM INSPECTION/VH 01-25-000-72122	133.00
			869061		FIRE ALARM INSPECTION/METRA : 73-67-000-72122	295.00
					Total :	694.00
156217	11/21/2014	004200 FRAMKE, DONNA	668475944		REIM.EXP.CRAFT SUPPLIES/HOLID 01-35-000-72954	753.81
					Total :	753.81
156218	11/21/2014	004208 FRANKFORT SQUARE PARK DISTRICT	1112		PROP MNGMNT FRANKFORT SQU/ 01-23-000-72882	8,500.00
					Total :	8,500.00
156219	11/21/2014	010419 GLOBAL EMERGENCY PRODUCTS, INC	AG42312		SOCKETS, MOUNTING PAD 01-19-000-72540	65.28
					Total :	65.28
156220	11/21/2014	004438 GRAINGER	9590858891		FLOOR MATS	

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156220	11/21/2014	004438 GRAINGER	(Continued)			
			9593343446		01-19-000-72540 SHANK COUPLING	162.72
			9594856909		60-00-000-72530 MULTIMETER	124.08
			9596192741		60-00-000-73410 CLAMP METER	344.70
					60-00-000-73410	256.28
					Total :	887.78
156221	11/21/2014	014491 HANSEN DOOR INC.	3506		ROLLER,LUBE 01-25-000-72520	223.50
					Total :	223.50
156222	11/21/2014	008043 HD SUPPLY WATERWORKS, LTD.	D243741		WIRE CONN, TOUCHPAD	
			D250277		60-00-000-74175 PIPE,FLG,MEGALUG	9,165.00
					60-00-000-73630	371.24
					Total :	9,536.24
156223	11/21/2014	004746 HEATHER'S HAUS FLORIST	2047757		PLANT 01-47-000-73870	64.00
					Total :	64.00
156224	11/21/2014	012281 HINCKLEY SPRINGS	5977593 110814		ACCT#32542175977593 RENTAL 01-21-210-73110	131.68
					Total :	131.68
156225	11/21/2014	016811 ICPA	111914		MAYOR ZABROCKI AWARDS LUNCI 01-11-000-72220	20.00
					Total :	20.00
156226	11/21/2014	012212 ILLINOIS CPAA	111014		MEMBERSHIP PERRY J. DUBISH 01-17-205-72720	25.00
			111814		MEMBERSHIP/ STEVEN NEUBAUER 01-17-205-72720	25.00
			111814.		MEMBERSHIP / DINA NAVAS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156226	11/21/2014	012212 ILLINOIS CPAA	(Continued)		01-17-205-72720	25.00
					Total :	75.00
156227	11/21/2014	014828 ILLINOIS DEPART.OF AGRICULTURE	111814		WALT MCGINNIS PUBLIC PEST APF 01-23-000-72720	20.00
					Total :	20.00
156228	11/21/2014	014828 ILLINOIS DEPART.OF AGRICULTURE	112014		BRIAN BORCHERDING 2015 PEST () 01-23-000-72720	20.00
					Total :	20.00
156229	11/21/2014	004813 ILLINOIS MUNICIPAL LEAGUE	111314		MEMBERSHIP/PATRICK E REA 1/1/1 01-14-000-72720	2,878.00
					Total :	2,878.00
156230	11/21/2014	005127 INGALLS OCCUPATIONAL MEDICINE	CP213876		EXAMS 01-40-000-72846	1,310.00
			CP213911		EXAM 01-40-000-72846	480.00
			CP214371		DRUG SCREENS 10/27/14 60-00-000-72150	55.00
					01-25-000-73110	55.00
					60-00-000-72150	55.00
					Total :	1,955.00
156231	11/21/2014	005186 INTERSTATE BATTERY SYSTEM	24016824		BATTERIES PD14B 9D 01-17-205-72540	209.90
					Total :	209.90
156232	11/21/2014	005266 J.M.D. SOX OUTLET, INC.	100034		WORK CLOTHES 60-00-000-73610	312.77
			100102		WORK CLOTHES 01-23-000-73610	45.13
			99457		WORK CLOTHES / MARY DOBYNS 01-23-000-73610	130.47
					Total :	488.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156233	11/21/2014	016447 JENNINGS, PETERSON	111414		PER DIEM:MEALS-40 HR BASIC NA 01-17-220-72140	75.00
					Total :	75.00
156234	11/21/2014	005379 KLEIN, THORPE & JENKINS, LTD	110714		LEGAL SERVICES THRU 10/31/14 01-14-000-72850	34,521.30
					17-00-000-72850	360.00
					18-00-000-72850	240.00
					01-14-000-72850	10,920.40
					19-00-000-72850	240.00
					01-14-000-72850	10,420.73
					Total :	56,702.43
156235	11/21/2014	016808 KOWALCZYK, DOMINICK	111614		COST SHARE SIDEWALK REPLACE 01-23-000-75200	720.00
					Total :	720.00
156236	11/21/2014	016803 LAW, MARY	111814		REFUND REMAINDER 4TH QTR PAI 70-00-000-79000	60.00
					Total :	60.00
156237	11/21/2014	005507 LEGAT ARCHITECTS INC.	44447		ASSISTANCE WITH BOILER REPLA 30-00-000-75008	2,500.00
					Total :	2,500.00
156238	11/21/2014	005537 LORENDO, STEVEN	111714		TUITION REIM 01-20-000-72143	742.50
					Total :	742.50
156239	11/21/2014	016804 MAHER, MICHAEL	111714		REIM. EXP. CDL LICENSE RENEWA 01-23-000-72860	60.00
					Total :	60.00
156240	11/21/2014	005703 MAJESTY MAINTENANCE INC.	0048334-IN		EXTRA WORK/WASH VILLAGE HAL 01-25-000-72525	270.00
					Total :	270.00
156241	11/21/2014	013969 MAP AUTOMOTIVE OF CHICAGO	40-298429		LAMP	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156241	11/21/2014	013969 MAP AUTOMOTIVE OF CHICAGO	(Continued)		60-00-000-72530	13.01
					01-24-000-72530	6.50
					01-23-000-72530	13.01
					Total :	32.52
156242	11/21/2014	005644 MARTIN IMPLEMENT	S34931		REPAIR HYDRAULIC CYLINDERS #	
				VTP-012607	01-23-000-72530	2,899.65
					Total :	2,899.65
156243	11/21/2014	012631 MASTER AUTO SUPPLY, LTD.	7966		CABIN AIR FILTER	
					01-17-205-72540	12.44
					Total :	12.44
156244	11/21/2014	005645 MEADE ELECTRIC COMPANY INC.	667262		EMERG VEHICLE PREEMPTION 179	
					01-24-000-72775	1,323.10
					Total :	1,323.10
156245	11/21/2014	006074 MENARDS	55321		PIPE,CAP,DRILL,CONN,OUTLET PL	
					01-25-000-73630	13.91
					01-25-000-73570	13.67
					01-25-000-73410	35.33
			55347		CABLE TIES	
					60-00-000-73870	5.18
					01-24-000-73870	2.58
					01-23-000-73870	5.18
			56782		STAND RATCHET,MOP HEAD	
					60-00-000-73410	6.80
					01-24-000-73410	3.39
					01-23-000-73410	6.80
					01-25-000-73580	4.99
			56788		TRACTOR GAS CAP	
					01-19-000-72524	4.99
			56847		WET/DRY VAC	
					01-17-220-73600	99.00
			56849		NOZZLE SET,RECIPBLADE,GRIPTI1	
					60-00-000-73410	51.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156245	11/21/2014	006074 MENARDS	(Continued)			
			56901		10D FINISHING NAIL 01-25-000-73840	1.78
			56929		50CT STD CLEAR GREEN WIRE 01-25-000-73112	49.60
			56981		BAG-OIL DRI 01-19-000-73580	15.88
			57011		12-3 5' AMER CONT CORD 60-00-000-73570	74.80
					01-23-000-73570	74.81
			57064		CABLE TIES,FILTER 60-00-000-73870	16.07
					01-24-000-73870	8.03
					01-23-000-73870	16.07
					01-25-000-73870	6.99
			57306		BATTERIES 3V LITH 2450 01-25-000-73840	39.24
			57376		POLY CLEAR 83-00-000-72923	149.97
			57429		ALL WEATHER,TRIGGER,TAP-DIE,E 01-19-000-73410	125.53
			57454		CANDY CANES 01-35-000-72954	123.75
					Total :	956.08
156246	11/21/2014	014669 MUNICIPAL CLERKS OF ILLINOIS	111914		MEMBERSHIP PATRICK E.REA & GC 01-13-000-72720	95.00
					Total :	95.00
156247	11/21/2014	014443 MURPHY & MILLER, INC.	225479		SERVICED BOILER-PS GARAGE 17 01-25-000-72520	1,642.69
					Total :	1,642.69
156248	11/21/2014	015723 NICOR	8142371000		ACCT#8142371000 17375 69TH AVE 01-25-000-72511	85.38
					Total :	85.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156249	11/21/2014	006216 NORTH EAST MULTI-REG TRAINING	188642		ROGER DAVISSON-CLOSE QUARTI 01-17-220-72140	300.00
Total :						300.00
156250	11/21/2014	013224 NORTHWESTERN UNIVERSITY	3976		SUPERVISION OF POLICE PERSON 01-17-205-72140	900.00
Total :						900.00
156251	11/21/2014	013599 OFFICE DEPOT	739212085001		INDEX,NOTES,PEN,FOLDER,PAD,C 01-19-000-73110	157.27
			739212231001		BINDER CLIPS 01-19-000-73110	11.90
Total :						169.17
156252	11/21/2014	006404 OMNITREND	7200		<IT> - SOFTWARE MAINT RENEWA	
				VTP-012680	01-11-000-72655	76.78
				VTP-012680	01-12-000-72655	95.98
				VTP-012680	01-13-000-72655	95.98
				VTP-012680	01-15-000-72655	115.17
				VTP-012680	01-19-000-72655	1,160.51
				VTP-012680	01-20-000-72655	76.78
				VTP-012680	01-21-000-72655	105.57
				VTP-012680	01-21-210-72655	182.35
				VTP-012680	01-23-000-72655	268.33
				VTP-012680	01-24-000-72655	47.99
				VTP-012680	01-25-000-72655	57.59
				VTP-012680	01-30-000-72655	95.98
				VTP-012680	01-31-000-72655	28.79
				VTP-012680	01-32-000-72655	47.99
				VTP-012680	01-35-000-72655	38.39
				VTP-012680	01-17-205-72655	373.91
				VTP-012680	01-17-215-72655	19.20
				VTP-012680	01-17-217-72655	9.60
				VTP-012680	01-17-220-72655	700.22
				VTP-012680	01-17-225-72655	115.17
				VTP-012680	01-17-230-72655	28.79
				VTP-012680	60-00-000-72655	257.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156252	11/21/2014	006404	006404 OMNITREND		(Continued)	Total : 3,999.00
156253	11/21/2014	010135	ONSITE COMMUNICATIONS USA, INC	41027	SERVICE WORKED ON PAGING TO 01-21-210-72550	1,330.00
				42073	SERVICE CALL #8S RADIO PROB/M 01-17-205-72540	44.00
					Total :	1,374.00
156254	11/21/2014	006475	PARK ACE HARDWARE	026720/2	PAINTBRUSH,COUPLHOSE 01-19-000-73410	9.98
				046157/1	THREADLOCKER,FASTENERS 01-19-000-72540	9.81
				046180/1	BULB TUBE ,FUSE 01-19-000-72524	12.97
				046190/1	KEY 01-17-205-73600	6.36
				046220/1	HAND WARMER 01-23-000-73845	7.14
				046221/1	ENERGZR 01-19-000-73870	14.99
				046230/1	WRENCH,WIRE STRIPPER 01-23-000-73410	74.35
				046238/1	WATER WICK 01-19-000-73870	14.48
					Total :	150.08
156255	11/21/2014	001654	PCS INDUSTRIES	180864	JANITORIAL SUPPLIES 01-19-000-73580	1,581.56
				181377	TOWELS, TOILET TISSUE 01-25-000-73580	320.18
					73-80-000-73580	74.31
					Total :	1,976.05
156256	11/21/2014	014682	PITNEY BOWES	5218764-NV14	ACCT#5218764 RENTAL POSTAGE 01-17-205-72750	140.70
					Total :	140.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156257	11/21/2014	006507 POSTMASTER, U. S. POST OFFICE	092014.		PERMIT #6/FIRST-CLASS PRESORT 01-14-000-72110	220.00
Total :						220.00
156258	11/21/2014	006507 POSTMASTER, U. S. POST OFFICE	111914		STAMPS FOR CHRISTMAS CARDS 01-13-000-72110 01-14-000-72110	130.00 66.00
Total :						196.00
156259	11/21/2014	012902 PRO PARTS INC.	157699		ROTORS,SNOW BLADE,HOSE CLAI 01-17-205-72540	348.56
Total :						348.56
156260	11/21/2014	006531 PROFFITT, CYNTHIA	083114		REIM.EXP.MILEAGE 88 @.56 5/1/14 01-21-000-72130	49.28
			103114		REIM. EXP. MILEAGE 38.7@ .56 9/1. 01-21-000-72130	21.67
Total :						70.95
156261	11/21/2014	006851 QUALITY OIL INC.	705865		OIL	
				VTP-012672	01-23-000-73535	496.99
				VTP-012672	60-00-000-73535	496.99
				VTP-012672	01-23-000-73535	7.50
				VTP-012672	60-00-000-73535	7.50
Total :						1,008.98
156262	11/21/2014	006870 RELIABLE FIRE EQUIPMENT	641121		MEDICAL SUPPLIES 01-19-000-73115	279.15
Total :						279.15
156263	11/21/2014	015138 RICMAR INDUSTRIES, INC.	319780		MONK WIPES 60-00-000-72710	99.22
Total :						99.22
156264	11/21/2014	015230 RIDGE LANDSCAPE SERVICES LLC	4076		CONTRACTED MOWING THROUGH 01-23-000-72881 01-25-000-72881 60-00-000-72881	13,370.18 764.44 359.74

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156264	11/21/2014	015230 RIDGE LANDSCAPE SERVICES LLC	(Continued)		70-00-000-72881	494.64
Total :						14,989.00
156265	11/21/2014	009047 RIORDAN, DAN	111714		REIM. EXP.OWCZARSKI,LORENDO	583.20
			111714.		01-20-000-72140	291.60
					REIM.EXP. BUTTALA TAKING ON-LII	
					01-20-000-72140	
Total :						874.80
156266	11/21/2014	010817 ROLLINS PALUMBO CREATIVE	2014/2784		2784 VISITORS GUIDE HEADLINE R	125.00
			2014/2808		01-35-000-72985	
			2014/2810		2808 INSURANCE CONF NEWS REI	1,035.00
					01-35-000-72986	
					HOLIDAY MARKET NEWS RELEASE	1,035.00
					01-35-000-72986	
Total :						2,195.00
156267	11/21/2014	007049 RYDIN DECAL	301135		TAXI PERMITS,VENDING DECALS	964.81
					01-13-000-72310	
Total :						964.81
156268	11/21/2014	007091 SAFETY KLEEN	65200153		PARTS WASHER-SOLVENT	70.22
					60-00-000-72750	70.22
					01-24-000-72750	70.22
					01-23-000-72750	103.29
					01-17-205-72750	30.43
					01-30-000-72540	
Total :						344.38
156269	11/21/2014	007316 SALINA'S PASTA & PIZZA INC	111814		TENT AND CHAIR RENTAL/VETERA	2,008.75
					01-35-000-72954	
Total :						2,008.75
156270	11/21/2014	007629 SAM'S CLUB DIRECT	2261		WATER	3.89
			2483		01-21-000-72170	
					COPY PAPER	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156270	11/21/2014	007629 SAM'S CLUB DIRECT	(Continued)			
			3235		01-17-205-73110 CAKE	278.80
			4909		01-17-205-73315 ICE,BOUNTY,CHIPS,KELEENEX,CR	17.63
					01-14-000-73115	18.34
					60-00-000-73840	8.98
					01-23-000-73840	8.98
					01-25-000-73580	33.96
			7723		WATER,SUGAR,CREAMER,COFFEE	
					01-24-000-73115	26.02
					01-23-000-73115	52.04
					60-00-000-73115	52.04
			8329		CREDIT-LIGHTS XMAS DECOR OPA	
					01-25-000-73112	-139.86
					Total :	360.82
156271	11/21/2014	007621 SCOT DECAL COMPANY INC.	25806		ALARM PERMIT DECALS FOR 2015	
				VTP-012606	01-17-215-72310	980.00
					Total :	980.00
156272	11/21/2014	016115 SHARP MILL GRAPHICS, INC.	1113		HOLIDAY MARKET BANNERS	
					01-35-000-72954	330.00
					Total :	330.00
156273	11/21/2014	014346 SILK SCREEN EXPRESS, INC.	60441		(IWANAGA) DUTY BOOTS	
				VTP-012626	01-19-000-73610	140.00
					Total :	140.00
156274	11/21/2014	013109 SO. SUBURBAN ENVIR. HEALTH CL	111414		MEMBERSHIP DUES/MALVI SHAH	
					01-30-000-72720	225.00
					Total :	225.00
156275	11/21/2014	016758 SPECTRUM CONTRACTING CORP.	3		CULVERT REHAB PROGRAM FINAL	
					65-00-000-75307	32,483.82
					Total :	32,483.82

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156276	11/21/2014	013647 SSBOA	112014		MEMBERSHIP BUILDING DEPT 01-30-000-72720	120.00
Total :						120.00
156277	11/21/2014	007503 STAT TOWING	07559		TOWING 01-17-220-72753	50.00
			69869		TOWING 01-17-220-72753	50.00
Total :						100.00
156278	11/21/2014	015452 STEINER ELECTRIC COMPANY	S004862506.001		EXT ELBOW COVER 73-80-000-73570	4.50
			S004864456.001		SAWZALL BLADE ASSMT 01-25-000-73410	27.04
			S004868886.001		FLUOR LAMP 01-25-000-73570	124.20
			S004873286.001		TAPE,THHN 12 SOL RED/WHITE 01-24-000-73410	84.62
					01-24-000-73570	107.16
Total :						347.52
156279	11/21/2014	004623 SUNGARD PUBLIC SECTOR USERS'	TIPR2015		MEMBERSHIP JACLYN ROMANOW 01-21-210-72720	195.00
Total :						195.00
156280	11/21/2014	007297 SUTTON FORD INC./FLEET SALES	407344		RESISTOR ASY 60-00-000-72540	22.79
Total :						22.79
156281	11/21/2014	010901 TEXAS ROADHOUSE	101514		POSTER BANQUET 10/15/14 01-20-000-72220	650.00
Total :						650.00
156282	11/21/2014	007717 THIRD DISTRICT FIRE CHIEF ASSN	2576		MONTHLY MTG ASSESSMENT-NOV 01-19-000-72170	15.00
Total :						15.00
156283	11/21/2014	007777 THOMPSON ELEVATOR INSPECTION	14-3935		2 ELEV PLAN REVIEWS/TP LIBRAR	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156283	11/21/2014	007777 THOMPSON ELEVATOR INSPECTION	(Continued)			
			14-4000		01-30-000-72853 ELEVATOR PLAN RVW-BRIGID CAP	150.00
			14-4034		01-30-000-72853 8 SEMI-ANNUAL ELEVATOR CODE I	150.00
					01-30-000-72853	304.00
					Total :	604.00
156284	11/21/2014	014854 THOMSON REUTERS-WEST PYMNT CTF 830661029			ACCT#1004259312 WEST INFO 10/	
					01-17-225-72852	144.32
					Total :	144.32
156285	11/21/2014	015489 TIFCO INDUSTRIES, INC.	71001329		WRENCH SET,RECHARGEABLE LE	
					01-23-000-73845	89.42
					01-23-000-73410	275.85
					Total :	365.27
156286	11/21/2014	007691 TINLEY PARK CHAMBER/COMMERCE	111214	VTP-012665	CHAMBER OF COMMERCE TRIM-A-	
					01-17-215-73600	150.00
					Total :	150.00
156287	11/21/2014	012187 TOTAL AUTOMATION CONCEPTS, INC	0018838	VTP-012298	BUILDING DEPT SNOW MELT SYST	
					30-00-000-75123	15,640.00
					Total :	15,640.00
156288	11/21/2014	008030 UCN INC.	8012305		ADMINISTRATION FEE	
					01-17-205-72430	10.40
					01-30-000-72430	1.93
					70-00-000-72430	1.93
					01-20-000-72430	1.18
					01-11-000-72430	0.74
					01-21-210-72430	1.10
					01-23-000-72430	0.72
					01-24-000-72430	1.93
					01-25-000-72430	2.72
					60-00-000-72430	2.35
					Total :	25.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156289	11/21/2014	002613 UNITED HEALTHCARE AARP	000184110514		NOV14 PYMT FOR COVERAGE DE	
					01-23-000-72435	195.49
					01-30-000-72435	197.74
					01-23-000-72435	85.66
					01-13-000-72435	195.63
					60-00-000-72435	46.63
					01-23-000-72435	46.62
					60-00-000-72435	91.23
					01-23-000-72435	167.25
					01-17-205-72435	116.74
					60-00-000-72435	252.54
					01-24-000-72435	143.69
					60-00-000-72435	151.30
					01-23-000-72435	81.21
					60-00-000-72435	183.76
					Total :	1,955.49
156290	11/21/2014	011904 UPS	0000626634464		SHIPPER #626634	
					01-17-205-72110	9.92
					01-19-000-72110	8.89
					60-00-000-72110	11.99
					01-17-205-72110	3.10
					60-00-000-72110	22.60
					Total :	56.50
156291	11/21/2014	008057 USA BLUE BOOK	495275		BLUE SPRAY PAINT	
			495283		60-00-000-73620	124.73
			496268		BLUE, GREEN, WHITE, RED PAINT	
					60-00-000-73620	482.64
					LITEBOX VEHICLE MOUNT -ORANG	
					01-24-000-73570	200.20
					Total :	807.57
156292	11/21/2014	012368 VISION INTEGRATED GRAPHICS,LLC	462311		REFERENDUM MAILING 25,300	
					01-13-000-72310	3,630.26
					Total :	3,630.26

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156293	11/21/2014	016590 W.L. CONSTRUCTION SUPPLY LLC	5469		DIAMOND BLADE 01-19-000-73410	419.99
Total :						419.99
156294	11/21/2014	011055 WARREN OIL CO.	I0876135		N.L. GAS USED 11/1/14-11/13/14	
					01-17-205-73530	9,176.93
					01-19-000-73530	497.30
					01-20-000-73530	216.64
					01-21-000-73530	339.84
					60-00-000-73530	1,142.71
					01-23-000-73530	1,881.21
					01-24-000-73530	351.26
					01-30-000-73530	409.05
					01-31-000-73530	50.53
					01-32-000-73530	51.56
					01-12-000-73530	161.27
					01-14-000-73532	44.30
					01-14-000-73531	457.50
					01-14-000-73533	101.40
					14-00-000-73530	69.21
			I0876136		01-53-000-73530	307.31
					DIESEL USED 11/1/14-11/13/14	
					01-19-000-73545	1,343.49
					60-00-000-73545	714.58
					01-23-000-73545	1,499.53
					01-24-000-73545	442.60
					01-14-000-73532	65.26
					01-42-000-73545	376.61
					01-14-000-73531	4,062.93
Total :						23,763.02
156295	11/21/2014	013263 WEST SIDE TRACTOR SALES	S15023		RESISTOR 60-00-000-72530	103.96
Total :						103.96
127 Vouchers for bank code : apbank						Bank total : 357,242.91

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
127		Vouchers in this report			Total vouchers :	357,242.91

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

vchlist
11/26/2014 10:25:33AM

Voucher List
Village of Tinley Park

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Bank code : ap_py

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
126028	11/26/2014	004640	HEALTHCARE SERVICE CORPORATION	PR113014	HEALTH INS-NOV. PMT/DEC. COVE 86-00-000-20430	9,179.30
Total :						9,179.30
1 Vouchers for bank code : ap_py						Bank total : 9,179.30

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
112814	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	1126056		TINL212GOR TP ILL GO REF SERIE 60-00-000-96136 65-00-000-96136 33-00-000-98044	400,237.10 238,710.00 156,752.90 Total : 795,700.00
156296	11/26/2014	015182 A T & T	708239310211 708239758011		ACCT#708 239-3102 183 7 ETSB 11/ 11-00-000-72790 ACCT#708 239-7580 576 4 ETSB 11/ 11-00-000-72790	480.28 4,077.05 Total : 4,557.33
156297	11/26/2014	002517 ALLIED ELECTRONICS INC.	9003795275	VTP-012673	POWER SUPPLY AC-DC 24V@1.25/ 60-00-000-72525 60-00-000-72525	630.69 18.16 Total : 648.85
156298	11/26/2014	010953 BATTERIES PLUS - 277	277-352816 277-359448 277-359941		BATTERIES 14-00-000-74150 BATTERIES 14-00-000-74150 BATTERIES 14-00-000-74150	140.00 140.00 140.00 Total : 420.00
156299	11/26/2014	002974 BETTENHAUSEN CONSTRUCTION SERV	140252 140253		HAULING LEAVES 01-23-000-72890 HAULING SPOILS 60-00-000-73681 01-23-000-72890	585.00 472.50 202.50 Total : 1,260.00
156300	11/26/2014	010207 BISHOP, BRYAN	112014		PER DIEM: LODGING-CRASH RECC 01-17-220-72140	246.80 Total : 246.80
156301	11/26/2014	016553 BOWLES, CONNOR S.	112514		TOBACCO ENFORCEMENT PROGR	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156301	11/26/2014	016553 BOWLES, CONNOR S.	(Continued)		01-17-205-73875	40.00
					Total :	40.00
156302	11/26/2014	015361 BURTON & MAYER INC.	468542	VTP-012693	PARKING TOKENS (PARKING CHIT 70-00-000-72310	7,411.00
					Total :	7,411.00
156303	11/26/2014	016744 C.ACITELLI HEATING & PIPING	G-1	VTP-012569	VILLAGE HALL BOILER #214102.00 30-00-000-75008	153,000.00
					Total :	153,000.00
156304	11/26/2014	014148 CALL ONE	1010-7655-0000		CALL ONE CIRCUITS AND PHONE L 01-19-000-72120 60-00-000-72120 01-17-205-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-17-205-72120 01-19-000-72120 01-20-000-72120 01-23-000-72120 01-24-000-72120 01-30-000-72120 01-31-000-72120 01-32-000-72120 01-35-000-72120 01-53-000-72120 60-00-000-72120 01-14-000-72120	668.52 2,036.09 920.86 40.35 13.89 2.52 8.31 3.72 1.26 1.64 1.64 2.52 2.52 1.64 1.64 0.88 8.36 1,815.31
					Total :	5,531.67
156305	11/26/2014	011713 CARR, PAT	112514		REIM.EXP.LODGING/MEAL IAEM CC 01-21-000-72170	552.04
					Total :	552.04

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156306	11/26/2014	003229 CED/EFENGEE	5025-485965		CPLG,PVC,CODING TAPE	
					60-00-000-73570	8.70
			5025-485985		RCPT	
					73-67-000-73570	123.68
156306	11/26/2014	003229 CED/EFENGEE	5025-485996		ANCHOR KIT,STRAP	
					60-00-000-72528	15.21
Total :						147.59
156307	11/26/2014	014026 CHANDLER SERVICES	18662a		BRAKE REPAIR FOR T204	
				VTP-012654	01-19-000-72540	5,389.26
			18662b		BRAKE REPAIR FOR T204	
				VTP-012653	01-19-000-72540	2,719.97
Total :						8,109.23
156308	11/26/2014	010637 CHASE CARD SERVICES	4388576061946102		ENDING ** 6102 BRAD BETTENHAU	
					01-15-000-72170	394.80
					01-15-000-72130	151.20
					01-15-000-72170	56.00
					01-15-000-72130	51.70
					01-15-000-72170	-557.98
Total :						95.72
156309	11/26/2014	013991 CHICAGO OFFICE PRODUCTS CO.	839900-0		MOUSE, KEYBOARD,FOLDER	
					60-00-000-73110	74.97
			C840442-0		CREDIT MOUSE,KEYBOARD	
				60-00-000-73110	-54.98	
Total :						19.99
156310	11/26/2014	015199 CHICAGO PARTS & SOUNDS LTD	10532		REMOVE ALL EMERG EQUIP #24B/	
					01-17-205-72540	300.00
Total :						300.00
156311	11/26/2014	013171 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 FIRE ST :	
					01-19-000-73870	8.42
			8771401810316240		ACCT#8771401810316240 PD 7850	
				01-17-205-72720	10.53	
Total :						18.95

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156312	11/26/2014	013892 COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA 01-24-000-72510	182.34
Total :						182.34
156313	11/26/2014	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 RT/23 METERED 01-24-000-72510	42.95
			0052035006		ACCT#0052035006 6720 SOUTH ST 73-67-000-72510	1,439.65
			0363058226		ACCT#0363058226 9340 W 179TH S 01-24-000-72510	23.87
			0369095018		ACCT#0369095018 6761 NORTH ST 01-24-000-72510	88.12
			0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	5.56
			0522112018		ACCT#0522112018 LITE RT/25 PAR 01-24-000-72510	36.40
			1222218001		ACCT#1222218001 1 E OAK PK SS I 70-00-000-72510	121.74
			1224165129		ACCT#1224165129 LIGHTING 7053 01-24-000-72510	159.83
			2587063010		ACCT#2587063010 REAR TEMP 173 12-00-000-72510	16.07
			3784064010		ACCT#3784064010 16301 CENTRAL 60-00-000-72510	75.51
			4329016037		ACCT#4329016037 TEMP PARKING 12-00-000-72510	25.13
			4797055062		ACCT#4797055062 LITE 17810 62NI 01-24-000-72510	13.94
			7090006006		ACCT#7090006006 TEMP/PARKING 12-00-000-72510	16.07
Total :						2,064.84
156314	11/26/2014	012522 CONNEY SAFETY PRODUCTS, LLC	04818063		GLOVES L 60-00-000-73845	39.15
					01-23-000-73845	39.15
					60-00-000-73845	78.30
					01-23-000-73845	55.56

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156314	11/26/2014	012522 CONNEY SAFETY PRODUCTS, LLC	(Continued)		60-00-000-73845 01-23-000-73845	9.05 7.30
					Total :	228.51
156315	11/26/2014	012826 CONSTELLATION NEWENERGY, INC.	0019788723		ACCT#1-6IQD8I CUST ID#IL_48243 01-24-000-72510	47.54
			0019914499		ACCT#1-72P4C1 CUST ID#IL_48243 01-24-000-72510	14,026.19
					Total :	14,073.73
156316	11/26/2014	011940 COSSIDENTE, JEFF	112114		REIM. EXP. SSWWA LUNCHEON MI 60-00-000-72170	20.00
					Total :	20.00
156317	11/26/2014	003782 D & B POWER ASSOCIATES INC.	027043		<IT> - MAINT RENEWAL - PS BLDG	
				VTP-012683	01-14-000-72756	1,441.00
				VTP-012683	60-00-000-72756	1,441.00
					Total :	2,882.00
156318	11/26/2014	000648 DELL MARKETING LP	XJKM29NF6		<FD-PW> - WIN8 TABLETS	
				VTP-012647	30-00-000-74128	119.98
				VTP-012647	14-00-000-74128	239.99
					Total :	359.97
156319	11/26/2014	011187 DURKIN ELECTRIC CO., INC.	7984		VILLAGE HALL SHUTTERS 30-00-000-75599	4,282.00
					Total :	4,282.00
156320	11/26/2014	003770 DUSTCATCHERS INC	90760		MATS/PD 01-25-000-72790	63.57
			91123		MATS/VH 01-25-000-72790	44.34
					Total :	107.91
156321	11/26/2014	004107 EAGLE ENGRAVING	2014-2457		ID TAG 01-19-000-74619	150.58

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156321	11/26/2014	004107 004107 EAGLE ENGRAVING	(Continued)			Total : 150.58
156322	11/26/2014	004009 EAGLE UNIFORM CO INC	234383		NAME STRIPS SEWN ON	
			234872		01-19-000-73410	720.00
				VTP-012663	RUSS-UNIFORMS	
					01-19-000-73610	325.00
					01-19-000-73610	3.50
			234887		RUSS UNIFORMS	
				VTP-012659	01-19-000-73610	248.00
					01-19-000-73610	3.50
				VTP-012659	01-19-000-73610	77.00
					Total : 1,377.00	
156323	11/26/2014	004177 FEDERAL SIGNAL CORP.	5908091		LENS	
					01-19-000-72540	57.39
					Total : 57.39	
156324	11/26/2014	015702 FIRST AMERICAN TITLE INSURANCE	112414		6TH SEMI ANNUAL INCENTIVE	
					01-97-000-79133	50,713.18
					Total : 50,713.18	
156325	11/26/2014	015058 FLEETPRIDE	65047538		ANTI FREEZE BULK	
				VTP-012682	01-23-000-72530	88.50
				VTP-012682	60-00-000-72540	88.50
				VTP-012682	01-17-205-72540	177.00
			65077346		FILTERS,AIR HOSE,MEASURE W/FI	
					60-00-000-72540	25.89
					01-23-000-73410	70.74
			65123937		FILTERS	
					01-23-000-72540	116.41
					Total : 567.04	
156326	11/26/2014	012941 FMP	52-263585		O-RINGS	
					01-17-205-72540	6.58
			52-263777		FVP, CORE CHARGE	
					60-00-000-72540	88.95
			52-263919		CREDIT BATTERY CORE	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156326	11/26/2014	012941 FMP	(Continued)			
			52-264030		60-00-000-72540 MANIFOLD SET	-15.00
			57-726269		01-30-000-72540 INTAKE MANIFOLD	33.60
					01-17-205-72540	232.33
					Total :	346.46
156327	11/26/2014	011611 FOX VALLEY FIRE & SAFETY CO.	872565A		RADIO MAINTENANCE	
					14-00-000-72550	5,245.00
					Total :	5,245.00
156328	11/26/2014	004538 GOLDY LOCKS	625576		DUPL KEY-GM AUTO CHIP	
					01-24-000-73840	85.00
					Total :	85.00
156329	11/26/2014	004493 GORDON FOOD SERVICE INC.	768103428		BOWL,PAPER BAGS,POPCORN AL	
					01-35-000-72954	114.93
					Total :	114.93
156330	11/26/2014	004438 GRAINGER	9600306584		CONDUITS,ADAPTER	
					60-00-000-73570	18.67
					Total :	18.67
156331	11/26/2014	004691 HARD ROCK CONCRETE CUTTERS INC	148252		DIESEL SAW OPENINGS	
					60-00-000-72790	395.00
					Total :	395.00
156332	11/26/2014	010323 HARVEY, KEITH	112114		REIM. EXP. SSWWA LUNCHEON MI	
					60-00-000-72170	20.00
					Total :	20.00
156333	11/26/2014	008043 HD SUPPLY WATERWORKS, LTD.	D177844		CONN	
			D268918		60-00-000-73630 TOUCHPAD	270.00
					60-00-000-74175	135.00
					Total :	405.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156334	11/26/2014	004640 HEALTHCARE SERVICE CORPORATION	AP113014		HEALTH INS EXPENSE-NOV.WH/DE	
					01-30-000-72435	660.30
					60-00-000-72435	1,397.30
					01-17-205-72435	822.81
					01-25-000-72435	411.42
					60-00-000-72435	411.39
					01-23-000-72435	1,329.91
					60-00-000-72435	200.42
					01-24-000-72435	728.65
					60-00-000-72435	320.45
					01-17-205-72435	-0.25
					60-00-000-72430	-0.50
					Total :	6,281.90
156335	11/26/2014	004741 HEARTS & FLOWERS	46822		EASEL	
					01-14-000-73870	108.00
					Total :	108.00
156336	11/26/2014	012328 HOMER INDUSTRIES	S70934		CHIPS DROP CHARGE	
					01-23-000-72890	600.00
					Total :	600.00
156337	11/26/2014	016815 HOOPES, ANYAETTA	112514		REIM. EXP.LODGING FIRE ATTACK	
					01-19-000-72140	177.58
					Total :	177.58
156338	11/26/2014	004820 I.A.F.C MEMBERSHIP RENEWAL	0033370		MEMBERSHIP/THOMAS R. SLEPSK	
					01-19-000-72720	234.00
					Total :	234.00
156339	11/26/2014	015854 IFSAP	112414		7 ATTENDEES ANNUAL AWARDS LI	
					01-19-000-73870	280.00
					Total :	280.00
156340	11/26/2014	005123 ILLINOIS FIRE INSPECTORS ASSOC	16537		HOLIDAY LUNCHEON FOR 8 12/19/	
			16546		01-19-000-72170	200.00
					LUNCHEON MTG RIORDAN 11/21/14	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156340	11/26/2014	005123 ILLINOIS FIRE INSPECTORS ASSOC	(Continued)		01-20-000-72170	20.00
					Total :	220.00
156341	11/26/2014	015497 ILLINOIS SECRETARY OF STATE	112514		VIN#1GNCS13W12K157533 PLATE# 01-17-205-72860	101.00
					Total :	101.00
156342	11/26/2014	012275 INDUSTRIAL ROOFING SERV., INC.	020957		ROOF REPAIR POLICE DEPT 30-00-000-75103	1,000.00
					Total :	1,000.00
156343	11/26/2014	013235 INTEGRITY SIGN COMPANY	78700		VEHICLE #220 NEW GOLD LETTER 01-19-000-72540	880.00
					Total :	880.00
156344	11/26/2014	014152 INTERNATIONAL IMPORTS, LLC	112414		3RD ANNUAL INCENTIVE (MINI) 01-97-000-79131	1,542.10
					Total :	1,542.10
156345	11/26/2014	005186 INTERSTATE BATTERY SYSTEM	201224		BATTERY 01-25-000-72530	218.95
					Total :	218.95
156346	11/26/2014	001115 J.L. ADLER ROOFING & SHEET	A14-3004	VTP-012671	PD ROOF 30-00-000-75103	34,354.73
					Total :	34,354.73
156347	11/26/2014	005266 J.M.D. SOX OUTLET, INC.	101047		WORK CLOTHES 01-23-000-73610	155.72
			101627		WORK CLOTHES 01-23-000-73610	247.26
			101860		WORK CLOTHES 01-24-000-73610	368.04
			101952		WORK CLOTHES 60-00-000-73610	414.52
			102380		WORK CLOTHES 60-00-000-73610	417.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156347	11/26/2014	005266 005266 J.M.D. SOX OUTLET, INC.	(Continued)			Total : 1,602.72
156348	11/26/2014	014927 JAVASmart USA LLC	15425613		BREWER RENTAL 01-19-000-73870	70.00 Total : 70.00
156349	11/26/2014	015660 KOPANSKI, THOMAS	112114		REIM.EXP. SSWWA LUNCHEON ME 60-00-000-72170	20.00 Total : 20.00
156350	11/26/2014	016816 KORTUM, CHASE A.	112514		TOBACCO ENFORCEMENT PROGR 01-17-205-73875	40.00 Total : 40.00
156351	11/26/2014	016616 KURTZ AMBULANCE SERVICE INC.	110114		NOV14 SERVICE PER CONTRACT 01-21-000-72856	71,006.58 Total : 71,006.58
156352	11/26/2014	003440 M. COOPER SUPPLY CO.	S1732948.001		WRENCH, GLUG, P-TRAP, PLUG 01-25-000-73410 01-25-000-73630 01-25-000-73580	23.55 2.08 10.00
			S1733641.001		COUPLING, NIP, TAPE 01-25-000-73630	13.08 Total : 48.71
156353	11/26/2014	007100 M. E. SIMPSON COMPANY, INC	26232		178 FIRE HYDRANT FLOW TESTIN 60-00-000-72790	8,900.00
			26238		LEAK LOCATION BREMENTOWN RI 60-00-000-72513	570.00 Total : 9,470.00
156354	11/26/2014	012696 MAGALSKI, MARK	112514		REIM.EXP. 2 FM SHP SKT GLTR 01-35-000-72954	11.62 Total : 11.62
156355	11/26/2014	012631 MASTER AUTO SUPPLY, LTD.	8259		HEATER 01-23-000-72540	88.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156355	11/26/2014	012631 MASTER AUTO SUPPLY, LTD.	(Continued) 8361		HEATER HOSE 01-17-205-72540	10.78
						Total : 99.00
156356	11/26/2014	012389 MENARD, INC.	112414		1ST ANNUAL INCENTIVE PAYMENT 01-97-000-79121	27,651.00
						Total : 27,651.00
156357	11/26/2014	006074 MENARDS	57006		ANTENNA 01-56-000-72937	28.97
			57324		PAIL,WRENCH 60-00-000-73410	5.70
					01-23-000-73410	5.70
					60-00-000-73410	5.09
					01-23-000-73410	5.09
			57465		PVC, 2" SCH40 45 DGR BELLED 60-00-000-73840	12.78
			57550		PIPE WRENCH,O-RING,PLIER,TUBI 60-00-000-73410	84.83
			57942		CREDIT ANTENNA 01-56-000-72937	-28.97
						Total : 119.19
156358	11/26/2014	012517 MERIDIAN IT INC.	M23140-IN		M SIWEK/NETWORK AD HOC SERV 01-14-000-72650	180.00
						Total : 180.00
156359	11/26/2014	013275 MITCHELL, PHILLIP	112114		REIM. EXP. SSWWA LUNCHEON MI 60-00-000-72170	20.00
						Total : 20.00
156360	11/26/2014	005856 MONROE TRUCK EQUIPMENT,INC.	305971		VALVE,JACK ASSY,MOUNT 01-23-000-72540	265.28
						Total : 265.28
156361	11/26/2014	015386 MUNICIPAL GIS PARTNERS, INC	2316		AUG'14 GIS STAFFING 2014-2015	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156361	11/26/2014	015386 MUNICIPAL GIS PARTNERS, INC	(Continued)			
					01-14-000-72652	7,669.50
					60-00-000-72652	7,669.50
			2343		SEPT'14 GIS STAFFING 2014-2015	
					01-14-000-72652	7,669.50
					60-00-000-72652	7,669.50
					Total :	30,678.00
156362	11/26/2014	015798 MVP FIRE PROT. SYSTEMS, INC.	7544		FIRE SPRINKLER INSPECTION VILL	
					01-25-000-72520	600.00
			7545		FIRE SPRINKLER INSPECTION/TRA	
					73-67-000-72520	300.00
			7546		FIRE SPRINKLER INSPECTION FIRI	
					01-25-000-72520	200.00
			7547		FIRE SPRINKLER INSPECTION/ FIR	
					01-25-000-72520	200.00
			7548		FIRE SPRINKLER INSPECTION PUE	
					01-25-000-72520	600.00
			7549		FIRE SPRINKLER INSPECTION PUE	
					01-25-000-72520	500.00
			7550		FIRE SPRINKLER INSPECTION POL	
					01-25-000-72520	900.00
			7551		FIRE SPRINKLER INSPECTION FIRI	
					01-25-000-72520	200.00
					Total :	3,500.00
156363	11/26/2014	015723 NICOR	4992471000		ACCT#4992471000 9191 W 175TH S	
					01-25-000-72511	328.00
			90223493009		ACCT#90-22-34-9300 9 6700 SOUTH	
					73-67-000-72511	177.21
					Total :	505.21
156364	11/26/2014	006178 NORMAN'S	15271.		REPLACE ALL VELCRO ON BELT	
					01-19-000-74619	30.00
			16842.		2 BELTS	
					01-19-000-74619	30.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156364	11/26/2014	006178 006178 NORMAN'S			(Continued)	Total : 60.00
156365	11/26/2014	010135 ONSITE COMMUNICATIONS USA, INC	41700		REMOTE CONTROL KIT	105.00
			42085		01-21-000-72550 SERVICE RADIO REPL INTERNAL C	35.00
			42114		01-17-205-72550 SERVICE CALL CAR #23A MICROPH	44.00
					01-17-205-72550	Total : 184.00
156366	11/26/2014	012302 ORLAND TOYOTA	112414		2ND ANNUAL INCENTIVE PAYMENT	36,658.81
					01-97-000-79135	Total : 36,658.81
156367	11/26/2014	013881 PANDUIT PROCUREMENT CO LLC	112414		24TH QUARTERLY INCENTIVE	919.34
					01-97-000-79127	Total : 919.34
156368	11/26/2014	006475 PARK ACE HARDWARE	046265/1		KEY	1.59
			046279/1		01-23-000-73840 WASTEBASKETS	34.98
					01-19-000-72524	Total : 36.57
156369	11/26/2014	006727 PATTEN INDUSTRIES, INC #774539	P50C0879949		BRAKE GP	193.27
					01-23-000-72530	Total : 193.27
156370	11/26/2014	001654 PCS INDUSTRIES	175409	VTP-012518	ICE MELT	2,499.00
					01-23-000-73810	Total : 2,499.00
156371	11/26/2014	006656 PITNEY BOWES RESERVE ACCOUNT	112414		REFILL POSTAGE METER	1,200.00
					01-17-215-72110	Total : 1,200.00
156372	11/26/2014	006780 POMP'S TIRE SERVICE, INC	690024442	VTP-012679	TIRES AND RIM PACE 5281	759.18
					01-53-000-73560	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156378	11/26/2014	006874 ROBINSON ENGINEERING CO. LTD.	(Continued) 1410293		12-338.01 POST#6 SANITARY LIFT S 61-00-000-72840	21,273.00
			14110046		#13-348 ANNUAL VILLAGE WIDE ST 01-23-000-73625	612.00
			14110050		#13-395.04 CULVERT REHAB PROG 65-00-000-75307	2,074.00
			14110289		13-499 WATER MODEL UPDATES 60-00-000-72840	5,600.75
			14110291		11-365.04 OTTAWA WATERMAIN RE 62-00-000-75705	9,760.50
			14110292		11-366.04 164TH PLACE WATERMA 62-00-000-75705	6,520.50
			14110294		13-382.04 70TH CT WATERMAIN RE 62-00-000-75705	5,234.50
					Total :	68,254.50
156379	11/26/2014	007316 SALINA'S PASTA & PIZZA INC	112414		AV EQUIP/HOLIDAY MARKET LANDI 01-35-000-72954	1,007.50
					Total :	1,007.50
156380	11/26/2014	007629 SAM'S CLUB DIRECT	1045		DESSERTS,ICE,HOTHANDS 01-12-000-72220	21.96
					01-14-000-73110	11.76
					01-35-000-72954	12.97
			5723		COPY PAPER,WATER,HOTHANDS,E 01-35-000-72954	25.94
					60-00-000-73110	18.94
					60-00-000-73845	5.19
					01-24-000-73845	2.59
					01-23-000-73845	5.19
					01-14-000-73110	139.57
			6332		WATER,SODA,TEA,CANDY 01-14-000-73115	100.74
					60-00-000-73115	6.93
					01-24-000-73115	3.45
					01-23-000-73115	6.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156380	11/26/2014	007629	007629 SAM'S CLUB DIRECT		(Continued)	Total : 362.16
156381	11/26/2014	007572	SCHAAF EQUIPMENT CO. INC.	1000040376	16" CUTOFF SAW & 3" TRASH PUM 60-00-000-73410	3,106.24 Total : 3,106.24
156382	11/26/2014	007346	SCHMECKPEPER, GREGORY	050514	PER DIEM: MEALS DURING AR15 F 01-17-220-72140	30.00 Total : 30.00
156383	11/26/2014	011507	SCHOLZ, ANDREW	112514	REIM. EXP.WORK BOOTS 01-23-000-73610	201.18 Total : 201.18
156384	11/26/2014	007621	SCOT DECAL COMPANY INC.	25813	DOG TAGS 01-13-000-72310	352.00 Total : 352.00
156385	11/26/2014	010969	SEXTON PROPERTIES R.P., LLC	11202014-18	SEMI SOIL 60-00-000-73681 01-23-000-72890	456.26 195.54 Total : 651.80
156386	11/26/2014	013043	SITE DESIGN GROUP, LTD.	6264-05	LANDSCAPE ARCH SERV-MONTHL 01-23-000-72840	965.00 Total : 965.00
156387	11/26/2014	007154	SOUTH SIDE CONTROL SUPPLY CO	S100193172.001 S100193512.002	CPLG,RUBBER INSERT 01-25-000-72530 COUPLER WOODS 01-25-000-72530	50.67 135.96 Total : 186.63
156388	11/26/2014	011105	SOUTHWEST MAJOR CASE UNIT	112014	2015 DUES 01-17-225-72720	500.00 Total : 500.00
156389	11/26/2014	007195	ST. JOHN, PATRICK	112414	PER DIEM:MEALS-SUPERVISION O	

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156389	11/26/2014	007195 ST. JOHN, PATRICK	(Continued)		01-17-220-72140	150.00
					Total :	150.00
156390	11/26/2014	012238 STAPLES BUSINESS ADVANTAGE	3248263650		TAPE,BROTHER TZE,ADVIL 01-17-205-73110	70.16
			3248263651		BINDER,CALENDAR,ENV,8 TAB 01-14-000-73110	212.23
					Total :	282.39
156391	11/26/2014	011189 STAPLES CREDIT PLAN	24325		2015 CALENDARS 60-00-000-73110	25.99
					01-24-000-73110	12.99
					01-23-000-73110	25.99
					Total :	64.97
156392	11/26/2014	007503 STAT TOWING	69378		TOWING 01-17-220-72753	150.00
					Total :	150.00
156393	11/26/2014	015452 STEINER ELECTRIC COMPANY	S004868327.001		FRAME 01-25-000-72520	368.73
			S004873286.002		CREDIT THN 12 SOL WHITE 01-24-000-73570	-53.58
			S004873286.003		THNN SOL BLUE 01-24-000-73570	53.58
					Total :	368.73
156394	11/26/2014	015452 STEINER ELECTRIC COMPANY	112414		3RD ANNUAL INCENTIVE 01-97-000-79132	29,561.00
					Total :	29,561.00
156395	11/26/2014	010602 SUNGARD PUBLIC SECTOR INC	89925		TRNG/WM ALLEN, M RICHARDSON 33-00-000-75810	3,680.00
					Total :	3,680.00
156396	11/26/2014	007297 SUTTON FORD INC./FLEET SALES	407554		GRILLE ASSY 01-17-205-72540	67.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156396	11/26/2014	007297	007297 SUTTON FORD INC./FLEET SALES	(Continued)		Total : 67.29
156397	11/26/2014	011548	THEATRE AT THE CENTER, INC.	112514	FINAL PAYMENT A CHRISTMAS MEI 01-56-000-72937	980.00 Total : 980.00
156398	11/26/2014	014999	THERMOWORKS, INC	INV-11974921	SUPER FAST THERMAPEN 01-30-000-73870	96.00 Total : 96.00
156399	11/26/2014	007777	THOMPSON ELEVATOR INSPECTION	14-4097	14 SEMI-ANNUAL ELEVATOR CODE 01-30-000-72853	532.00 Total : 532.00
156400	11/26/2014	012480	TOTAL ADMINISTRATIVE SERV.CORP	IN414288	ADMIN FEES,RENEWAL FEE,CARD 01-14-000-72449	410.75 Total : 410.75
156401	11/26/2014	011799	TRANSCHICAGO TRUCK GROUP	278849	COOLANT 01-23-000-72540	57.92 Total : 57.92
156402	11/26/2014	004106	TYLER TECHNOLOGIES, INC	025-110660	MAINT 1/1/15-12/31/15INCODE COU 01-17-205-72655	9,975.00 Total : 9,975.00
156403	11/26/2014	008040	UNDERGROUND PIPE & VALVE CO	005482	VTP-012675 REPAIR CLAMPS 60-00-000-73630	588.00 Total : 588.00
156404	11/26/2014	011416	VERIZON WIRELESS	9735403967	ACCT 280481333-00001 MOBILE DA 01-15-000-72127 01-17-220-72127 01-19-000-72127 01-20-000-72127 01-21-000-72127 01-30-000-72127 11-00-000-72127	114.03 1,634.61 342.09 114.03 190.05 190.05 38.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156404	11/26/2014	011416	VERIZON WIRELESS			
			(Continued)			
					01-17-205-72127	114.03
					01-25-000-72127	38.01
					60-00-000-72127	228.10
					01-15-000-72127	-75.00
			9735403968		ACCT 280481333-00003 MOBILE PI	
					01-15-000-72120	180.03
					01-11-000-72120	60.01
					01-12-000-72120	214.01
					01-14-000-72120	1.20
					01-17-205-72120	1,515.45
					01-19-000-72120	309.55
					01-21-000-72120	123.20
					01-23-000-72120	300.65
					01-24-000-72120	101.91
					01-25-000-72120	161.95
					01-30-000-72120	194.56
					01-31-000-72120	66.05
					01-32-000-72120	60.01
					01-42-000-72120	22.64
					01-53-000-72120	11.32
					60-00-000-72120	358.07
					01-21-210-72120	300.05
					01-17-205-72127	38.01
					01-30-000-72120	82.48
					01-23-000-72127	57.64
					01-11-000-72120	-10.00
					01-20-000-72120	180.43
					Total :	7,257.23
156405	11/26/2014	006362	VILLAGE OF OAK LAWN	3741	2006 GO BONDS/2011 A GO BONDS	
					60-00-000-73223	73,361.31
					60-00-000-73222	97,370.22
					Total :	170,731.53
1128141	11/28/2014	012677	WELLS FARGO CORP. TRUST SERV.	1126075	TINL613GO VOTP SERIES 2013	
					17-00-000-96140	265,520.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1128141	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	(Continued)		33-00-000-96140 60-00-000-96140 65-00-000-96140 19-00-000-96140	284,464.85 94,823.83 11,862.11 7,129.21 Total : 663,800.00
1128142	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	1125998		TINL1209ATGO TP ILL TAXABLE GO 17-00-000-96100	2,428,927.50 Total : 2,428,927.50
1128143	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	1125998.		TINL309GOR TP ILL SERIES 2009~ 01-96-000-98040 31-00-000-98040 33-00-000-98045 60-00-000-96139	298,858.30 158,791.35 93,968.75 272,254.10 Total : 823,872.50
1128144	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	1125998..		TINL408GOR TP ILL GO SERIES 200 17-00-000-98040	558,700.00 Total : 558,700.00
1128145	11/28/2014	012677 WELLS FARGO CORP. TRUST SERV.	1125998...		TINL811GOR TP ILL GO REF SERIE 33-00-000-98043 38-00-000-96100	75,480.60 505,269.40 Total : 580,750.00
116 Vouchers for bank code : apbank					Bank total :	6,662,099.50
117 Vouchers in this report					Total vouchers :	6,671,278.80

Voucher List
Village of Tinley Park

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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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

ORDINANCE NO. 2014-O- 049

**ORDINANCE GRANTING A FENCE VARIATION FOR CERTAIN PROPERTY
LOCATED AT 6400 W. 180th PLACE – SPISAK**

WHEREAS, a petition for granting of a Variation, as set forth below, has been filed with the Village Clerk of this Village and has been referred to the Zoning Board of Appeals of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended, and;

WHEREAS, said Zoning Board of Appeals held a public hearing on the question of whether the requested Variation should be granted on November 13, 2014, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing in The Southtown Star, a newspaper of general circulation in this Village; and

WHEREAS, the Zoning Board of Appeals of this Village has filed its report of findings and recommendations regarding the Variation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report and findings and recommendations;

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: That the report and findings and recommendations of the Zoning Board of Appeals are herein incorporated by reference as the findings of this President and Board of Trustees, as completely as if fully recited herein at length.

Section 2: That this President and Board of Trustees, after considering the report and findings and recommendations of the Zoning Board of Appeals and other matters properly before it, finds, in addition to the findings set forth in Section 1 hereof as follows:

- (a) That the Petitioner, Thomas Spisak, is the owner of the property under consideration (the "Subject Property"), legally described as follows:

LOT 11 IN BLOCK 2 IN KENDEN ESTATES SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 22, 1974, AS DOCUMENT NUMBER 2748696, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6400 W. 180th Place, Tinley Park, Illinois.

- (b) That the Petitioner requested a twenty-five foot (25') setback Variation to the required twenty-five foot (25') setback requirement to allow for a zero foot (0') front yard setback, on the east (Ridgeland Avenue) frontage of this corner lot, to allow for the construction of a four foot (4') aluminum fence;
- (c) That the Petitioner explained that he was requesting the Variation to allow for the construction of a new fence to enclose his back yard. He also explained that the property is a corner lot and that the installation of the fence in the proposed location would not negatively affect neighboring properties or alter the character of the neighborhood. In addition, the fence would be placed in the same location as a previously allowed fence was built and would link up to the existing fence on the property of the Petitioner's neighbor to the north. Furthermore, the fence is necessary because Petitioner's wife has a disability and is unable to walk their dog in the winter time so the dog has to be let out into a fenced yard;
- (d) That the Subject Property is a corner lot with two (2) front yard setback requirements, is zoned R-4, and the home thereon was actually built eight feet (8') over the twenty-five foot (25') setback line. The home was built before the twenty-five foot (25') setback requirement was adopted. Because of this, complying with the twenty-five foot (25') setback requirement would put the fence almost halfway through the lot;
- (e) That the Zoning Board of Appeals recommended that a twenty-five foot (25') Variation be granted as requested;
- (f) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations because the construction of the fence in compliance with the setback requirement for this corner lot would require the fence to be put in the middle of the lot. As proposed, the fence would line up with the existing fence on the neighbor's property to the north and would be placed in the same location as a previously allowed fence;

- (g) That the granting of the Variation will not alter the essential character of the locality or the neighborhood, and the Variation will not particularly distinguish the Subject Property from similar properties in the neighborhood, because the proposed fence would not encroach on any public easements or create any line of sight issues. In addition, there are several other properties in this older neighborhood which have fences similar to what Petitioner is requesting, including the adjoining lot directly north of the Subject Property, and granting the Variation would put Petitioner's home in conformity with these other surrounding properties. Also, the proposed fence would be inside of the existing sidewalk, so there would be no interference with pedestrian traffic;
- (h) That the particular physical surroundings and the location of the house on the lot will result in a particular hardship upon the Petitioner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out, because it would not be reasonable to require this fence to be set back the full required twenty-five feet (25') on this corner lot because conforming to the full required setback in this particular case would substantially restrict the amount of property that could be enclosed within the fence and require the fence to be in the middle of the lot. In fact, the existing house significantly encroaches over the twenty-five foot (25') setback line, and the proposed fence would line up with the existing fence on the adjoining property to the north;
- (i) That the plight of the Petitioner is due to unique circumstances and the conditions upon which the petition for a Variation is based, as provided herein, would not be applicable generally to other property within the same zoning classification due to the unique circumstances surrounding the Subject Property stated above;
- (j) That the purpose of the Variation as recommended by the Zoning Board of Appeals is not based exclusively upon a desire to make more money out of the property but is instead necessary to allow the Petitioner to obtain reasonable enjoyment of his property under the circumstances and provide a fence for his yard;
- (k) That the alleged difficulty or hardship has not been created by Petitioner, or by a previous owner, but rather was created by the location of the home on the lot, and the fact that it is a corner lot with two (2) front yard setbacks. In addition, the proposed fence is going to be installed in the same location as a previously permitted fence was allowed to exist, and will line up with the existing fence on the adjoining property immediately north of the Subject Property. Also, Petitioner testified that his wife had a disability which rendered her unable to walk their dog in the winter so the dog requires a fenced in yard;
- (l) That the granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, because the new fence will be an improvement to and will add to

the value of the Subject Property as well as the surrounding properties; and

- (m) That the granting of the Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood because as allowed the fence will only be four feet (4') high and will be constructed a sufficient distance from property lines to maintain safe lines of sight and an adequate supply of light and air to the adjacent property.

Section 3: That a twenty-five foot (25') Variation from the required twenty-five foot (25') setback to allow for a zero foot (0') setback, on the east (Ridgeland Avenue) frontage of this corner lot, to allow for the construction of a four foot (4') aluminum privacy fence, is hereby granted.

Section 4: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this 2nd day of December, 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 _____, 2014, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

VILLAGE OF TINLEY PARK
11/13 meeting

ADORDERNUMBER: 0000866432-01

PO NUMBER: 11/13 meeting

AMOUNT: 87.60

NO OF AFFIDAVITS: 1

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
THAT the Zoning Board of Appeals of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 p.m. on Thursday, November 13, 2014 at the Village Hall in the Council Chambers, 16250 South Oak Park Avenue, Tinley Park, Illinois, to consider recommending that the Village Board grant a twenty-five foot (25') variation from Section V, Schedule II (Schedule of District Requirements) where the front yard setback requirement is twenty-five foot (25'). This variation would allow the Petitioner to place a fence at a zero foot (0') setback on the east (Hidgeland Avenue) side of the property at 6400 180th Place in the R-4 Single-Family Residential Zoning District and within the Kendon Estates subdivision.

LEGAL DESCRIPTION: LOT 11 IN BLOCK 2 IN KENDON ESTATES SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (COMMONLY KNOWN AS: 6400 180TH PLACE, TINLEY PARK, ILLINOIS; THOMAS SPISAK - PETITIONER)
PARCEL IDENTIFICATION NUMBER:
28-31-409-011-0000

All persons interested may appear and be heard relative to the proposed variation. The Zoning Board of Appeals reserves the right to continue said meeting from time to time as may be required by the Illinois Open Meetings Act.

BY ORDER OF THE TINLEY PARK ZONING BOARD OF APPEALS, COOK AND WILL COUNTIES, ILLINOIS
SAM CARDELLA, CHAIRMAN,
ZONING BOARD OF APPEALS.
866432 10/26/2014

Sun Times Media Sun-Times Media South Certificate of Publication

State of Illinois - County of Cook, Will

Sun-Times Media South, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, Pl.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 10/26/2014

SouthtownStar

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this Certificate to be signed and notarized

By



Jeremy Gates

Account Manager - Public Legal Notices

Subscribed and sworn to before me this 26th Day of October 2014 A.D.

VILLAGE OF TINLEY PARK
16250 OAK PARK AVE
TINLEY PARK, IL 60477-1628

RECEIVED
DEC 11 9 2014

VILLAGE OF TINLEY PARK
APPLICATION FOR ZONING ORDINANCE VARIANCE

The undersigned hereby Petitions the Village of Tinley Park Zoning Board of Appeals and/or Plan Commission to consider a Variation from the terms of the Zoning Ordinance as follows:

PETITIONER INFORMATION

Name: Thomas F. Spisak

Mailing Address: 6400 W. 180th Pl.

City: TINLEY PK. State: IL Zip: 60477

Day Phone: 708-781-9313 Evening Phone: 708-781-9313

Cell Phone: 708-805-6788 Fax Number: N/A

Email Address: tdspisak@AOL.COM

Nature of Petitioner's Interest in the property and/or relationship to the owner:
(Applications received on behalf of the owner of record must be accompanied by a signed letter of authorization).

PROPERTY INFORMATION

Street Address: 6400 180th Place

Owners: Thomas Spisak

SPECIFIC TYPE OF VARIANCE REQUESTED (See Examples Below):

A 25' Variation from Section V. Schedule II where the front yard setback is 25'.

Examples of Specific Type of Variance Requested:

This refers to the exact number of feet, the exact dimensions of a structure, exact height/type of fence.
For example:

“A 15 foot Variance to the Front Yard Setback on the East side of the property to allow for a 6-foot tall cedar fence on this corner lot.”

“A 180 square foot variance to the 720 square foot maximum allowable size of an accessory structure to allow for a 30 foot or 900 square foot garage on this residential property.”

“A 10 foot variance to the 10 foot maximum allowable height for a sign to allow for a 20 foot high monument sign on this commercial property.”

REASON THAT THE VARIANCE IS NEEDED: (See Examples below)

To enclose the rear yard so that the pets can be let outside. The Petitioner's wife is disabled and cannot walk the dogs during the winter.

Examples of Reasons that the Variance is needed:

"We would like to extend our fence 15 feet toward the street from the front corner of the house so that we can enclose a pool, swing set, shed, landscaping, trees, side entrance, etc., and provide a safe area for our children to play"

"We would like to build an oversized garage on our property so that we may store our antique vehicle, snow mobiles, riding lawn mower, etc., inside, as well as our two other cars, which are currently parked in the driveway"

The Petitioner certifies that all of the above statements and other information submitted as part of this Application and Findings of Fact are true and correct to the best of his or her knowledge:

Signature: Thomas F. Spisak Date: 10/8/14

Printed Name: Thomas F. Spisak

OFFICE USE ONLY:

Current Zoning on Property R-4 Present Use Residential

Notes

Fence previously existed near property line along east side (Ridgeland Avenue).

Required front yard setback: 25'

Home built approximately 8' into current required setback.

Other homes along Ridgeland Avenue have fences along their eastern property lines.

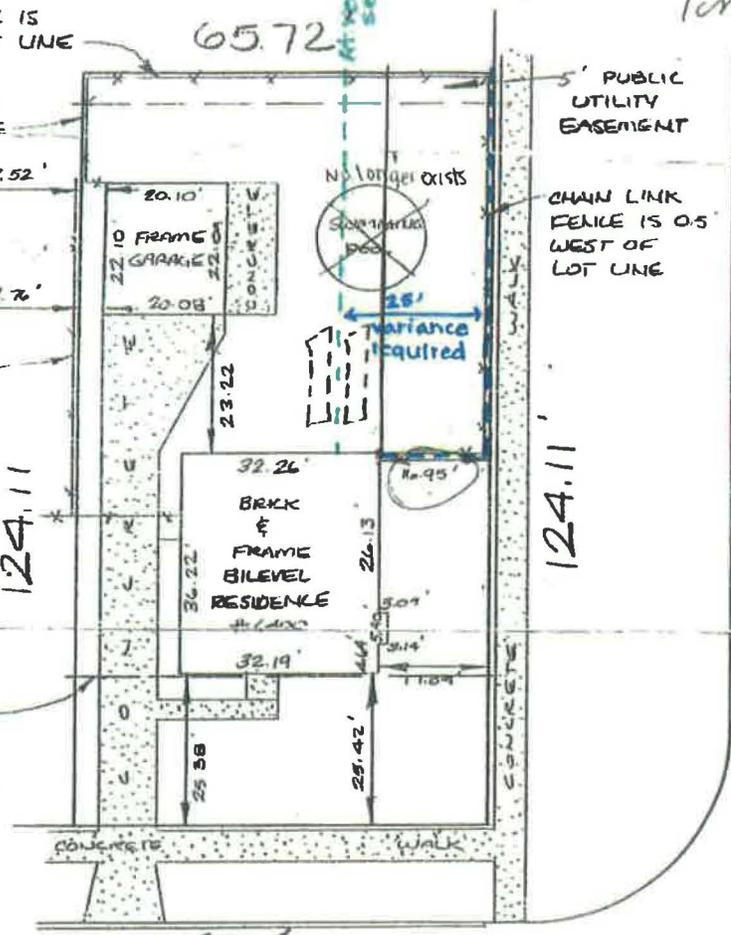
RECEIVED

PLAT OF SURVEY OF

LOT 11 IN BLOCK 2 IN KENDEN ESTATES SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 22, 1974; AS DOCUMENT NUMBER 2748696, IN COOK COUNTY, ILLINOIS.

6400 180th Pl
(708) 805-6728
Tom

CHAIN LINK FENCE IS 0.3' SOUTH OF LOT LINE
CHAIN LINK FENCE IS 0.1' EAST OF LOT LINE
CHAIN LINK FENCE IS 0.7' WEST OF LOT LINE



100.00' P.O.W

5' PUBLIC UTILITY EASEMENT

CHAIN LINK FENCE IS 0.5' WEST OF LOT LINE

EDGE OF PAVEMENT
S. RIDGELAND AVENUE

25' BUILDING LINE

66.00 R.O.W

W. 180th PLACE

QUALITY SURVEYS

QUICK SERVICE

LANDIRKS CO

7322 W. 90th Street
Bridgeview, IL 60455

LANDMARK ENGINEERING CORPORATION
Phone: 589-3737

PREPARED FOR: SPISAK

STATE OF ILLINOIS
COUNTY OF COOK

I, Mark H. Landirks, Illinois Registered Land Surveyor No. 2025 do hereby certify that I have surveyed the tract of land above described and that the herein drawn plat is a correct representation of the same.

Date: 11/29/88

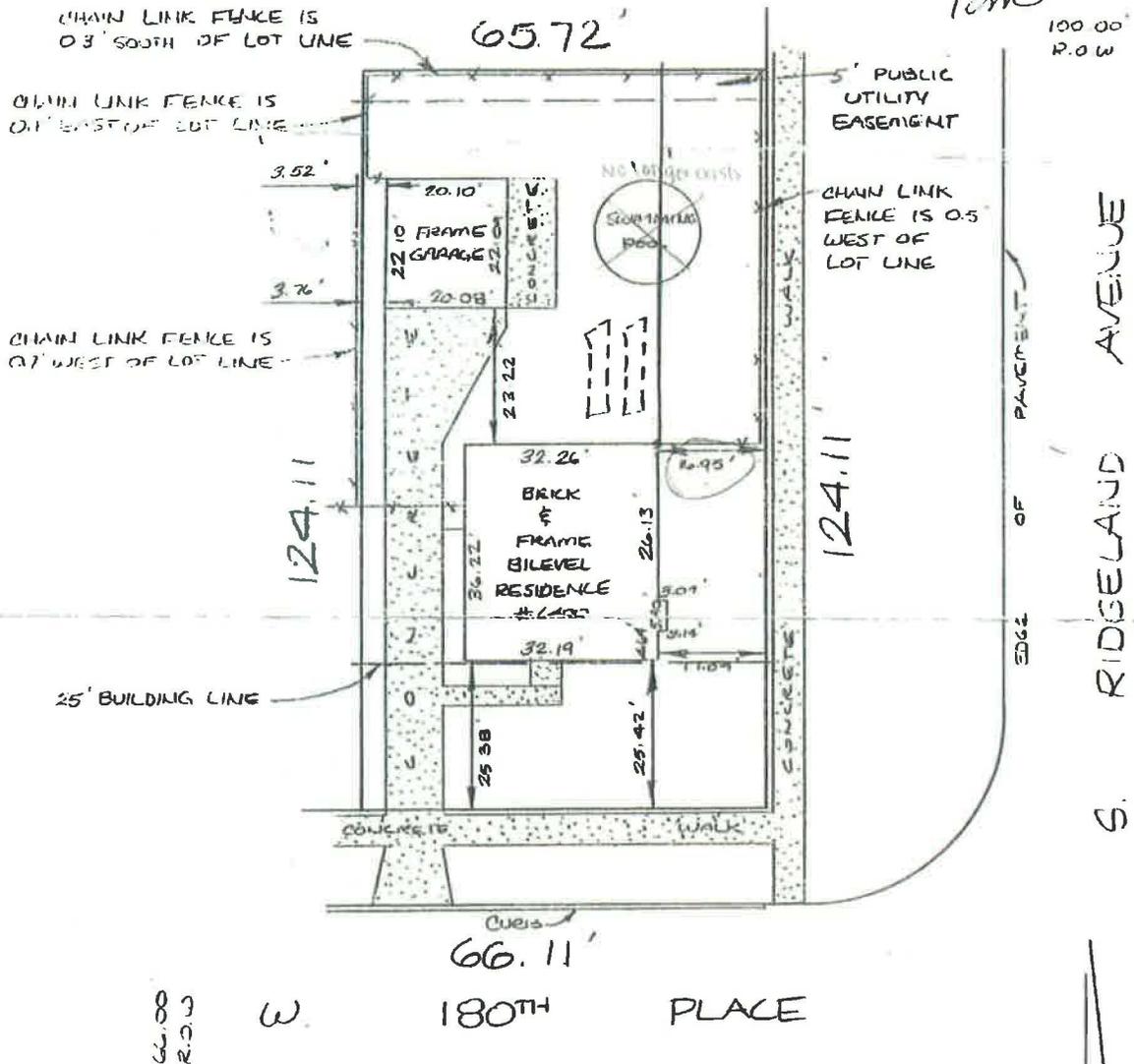
SCALE: 1" = 20'

NOTE - All stakes, marks, etc., shown herein, should be carefully identified and compared with each other upon the ground by the builder in order to remove the possibility of misunderstanding. Each such stake should be used in connection with all corners and with this plat. Any discrepancies should be promptly reported to the Surveyor for explanation or correction. Measurements shown are given in feet and decimals thereof, rounded to 48 decimal places, unless otherwise noted. No improvements should be constructed on the basis of this plat alone. Field computation of critical points should be established prior to commencement of construction. No objections should be assumed by actual measurements upon this plat. For building lines and other restrictions not shown herein refer to your deed, abstract, title policy, contracts, and local building and zoning ordinances.

PLAT OF SURVEY OF

LOT 11 IN BLOCK 2 IN KENDEN ESTATES SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 22, 1974; AS DOCUMENT NUMBER 2748696, IN COOK COUNTY, ILLINOIS.

6400 180th Pl
(708) 805-6728
Tom



QUALITY SURVEYS

QUICK SERVICE

LANDIRK'S CO

7322 W. 80th Street
Bridgeview, IL 60455

LANDMARK ENGINEERING CORPORATION
Phone: 589-3737

PREPARED FOR: SPISAK

STATE OF ILLINOIS,
COUNTY OF COOK

I, Mark H. Landwehr, Illinois Registered Professional Surveyor No. 2055 do hereby certify that I have surveyed the tract of land above described, and that the herein drawn plat is a correct representation thereof.

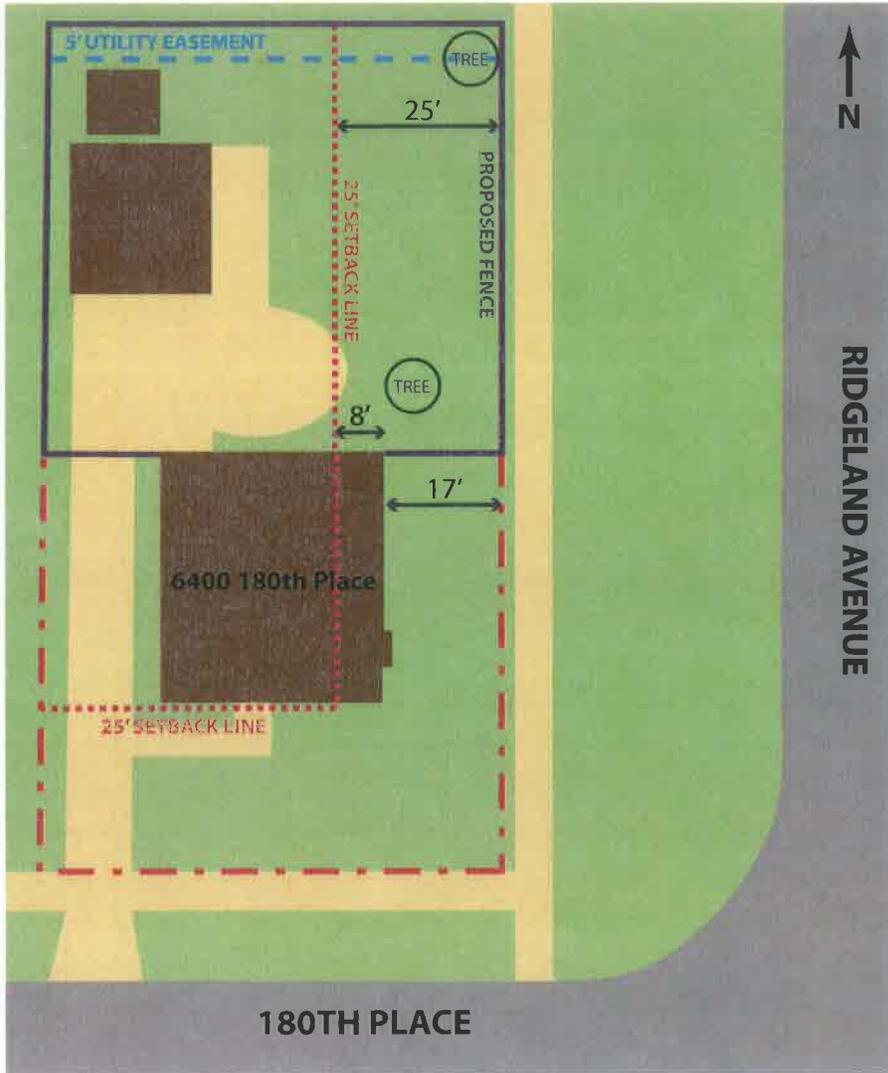
Date: This 29th Day of SEPT 1988

NOTES: - All stakes, marks, etc., shown herein, should be carefully identified and compared with each other upon the ground by the holder in order to prevent the possibility of misunderstanding. Each mark stake should be used in connection with all others and with this plat. Any discrepancy should be promptly reported to the Surveyor for explanation or correction. Information shown was given to me and directly derived, consisted in all cases of actual measurements, unless otherwise noted. An improvement should be constructed on the basis of this plat alone. Field measurements at critical points should be established prior to commencement of construction. No alteration should be allowed by field measurements upon this plat. For building line and other restrictions see above herein refer to your deed, abstract, state policy, contracts, and local building and zoning ordinances.

ZONING BOARD OF APPEALS

NOVEMBER 13, 2014

STAFF REPORT: 6400 180th Place (SPISAK) Front Yard Setback Variation Request



Petitioners: Tom Spisak

Address: 6400 180th Place

Zoning: R-4

Subdivision: Kenden Estates

Lot Area: 20,494 square feet

Publication: Southtown Star (October 26, 2014)

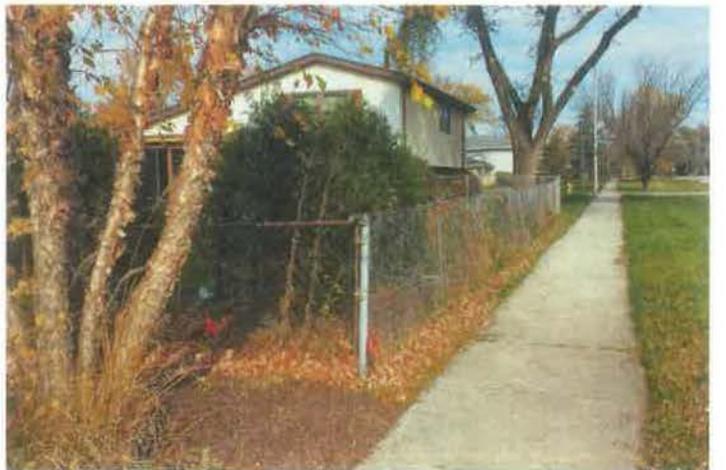
Variation Request: A twenty-five foot (25') variation from Section V. Schedule II (Schedule of District Requirements) where the front yard setback requirement is twenty-five feet (25'). This variation would allow the Petitioner to place a fence at a zero foot (0') setback on the east (Ridgeland Avenue) side of the property.

AERIAL CONTEXT



VIEW FROM 180TH PLACE & RIDGELAND AVENUE





Village Staff Comments

Planning Department Comments

The Planning Department notes that, according to the application, the Petitioner is requesting a variation to the front yard setback requirement in order to install a four foot (4') tall aluminum fence along the east (Ridgeland Avenue) side of the property so that they can enclose their rear yard to let their dogs out without a leash. The Petitioner has noted that the home was built approximately eight feet (8') into the required twenty-five foot (25') front yard setback on the east side, meaning the home lies about seventeen feet (17') from the property line on the east side of the lot.

Upon visiting the site, the Planning Department noted that a line of bushes exist adjacent to the sidewalk on the east side of the property. The rear yard has a detached garage with driveway, a shed, and a patio with landscaping primarily lining the eastern and northern portions of the yard. The Planning Department did not find a previous permit for a fence at this address, though a Plat of Survey from 1988 depicts a chain-link fence in existence. Staff notes that the home was built in the mid-1970's.

Staff researched the conditions of nearby end-of-the-block lots. Below is a table outlining the fencing history and details for similar lots along Ridgeland Avenue (south of 179th Street).

Address	Is There a Fence?	Front Yard Encroachment?	Aligns Near the Home?	Directly Next to Sidewalk?	Permit on File?	Variance on File?
6401 179th Street	Yes	No	Yes	No	2005	-
6402 Jeanette Court	Yes	Yes	Yes	No	1987, 2007	Yes, 1987 10' Administrative Variation
17934 Ridgeland Avenue	Yes	No	Yes	No	2009	-
6402 180th Street	No	-	-	-	-	-
6401 180th Street	Yes	Yes	No	Yes	No original permit; 2014 (partial repair)	No
6400 180th Place*	No	-	-	-	-	-
6401 180th Place	Yes	Yes	No	Yes	1979	No
6400 181st Street	Yes	Yes	No	Yes	1979	No
6401 181st Street	Yes	Yes	No	Yes	2003	Yes, 2003-O-072
6400 181st Place	Yes	Yes	No	Yes	No	No
6401 181st Place	Yes	Yes	No	Yes	1997, 2000	Yes, 2000-O-048
6400 182nd Street	Yes	Yes	No	Yes	No	No
6401 182nd Street	Yes	Yes	No	Yes	No	No
6400 182nd Place	Yes	Yes	No	Yes	No	No
6401 182nd Place	Yes	Yes	No	Yes	1990	Yes, 1990 Administrative Variation
18239 64th Court	Yes	No, Rear Yard	No	Yes	No	-
18245 64th Court	Yes	No, Rear Yard	No	Yes	2014	-
18251 64th Court	Yes	No, Rear Yard	No	Yes	2000	-

Public Works/Engineering Comments

Engineering has no comments on this fence installation as it does not appear to negatively impact drainage or any Village-maintained infrastructure. The fence's east line along Ridgeland Avenue will match the northern neighbor's alignment.

Building Department Comments

The Building Department has no objections to the variance request as it appears that there will be no line-of-sight issues from the fence. Please note that permits are required to erect a fence.

Police Department Comments

The Police Department has reviewed this variation request and offers no comments.

Fire Department Comments

The Fire Department has reviewed this variation request and offers no comments.

Questions To Ask The Petitioner

1. What is the hardship or practical difficulty in conforming to the existing Zoning Ordinance? Is it a hardship or a mere inconvenience? If there is a hardship, is it due to the owner or is it a unique circumstance?
2. What will be the impact on neighboring properties? Will it alter the character of the neighborhood?
3. Can the property yield a reasonable return if the variation is not granted?
4. Will the installation of a fence impair an adequate supply of light or air to adjacent properties? Will it increase the danger of fire, impair drainage, or endanger public safety?
5. Would the conditions upon which the request is based be generally applicable to other properties in the subdivision or the Village, with similar zoning?
6. Is the purpose of the request based exclusively upon a desire to make money out of the property?
7. Would granting the request be detrimental to the public welfare or injurious to other property or improvements nearby?

Appropriate Motion

If the Zoning Board of Appeals wishes to make a motion, the following motion is in proper form:

“...make a motion to consider recommending that the Village Board grant the Petitioner a twenty-five foot (25’) variation from Section V. Schedule II (Schedule of District Requirements) where the front yard setback requirement is twenty-five feet (25’). This variation would allow the Petitioner to place a fence at a zero foot (0’) setback on the east (Ridgeland Avenue) side of the property at 6400 180th Place in the R-4 Single-Family Residential Zoning District and within the Kenden Estates subdivision.”

...With the following conditions:

1. *[any conditions that the Zoning Board of Appeals would like to recommend.]*

OCT 10 2014

FINDINGS OF FACT

ADDITIONAL INFORMATION TO BE PRESENTED TO SUPPORT A VARIATION REQUEST FROM THE TERMS OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following questions with facts and information to support the requested Variation:

- A. Describe the difficulty that you have in conforming with the **current** regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

*Homes built approximately 8' into current
required setback*

- B. Describe any difficulties or hardships that **current** zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

*Homes built approximately 8' into current
required setback
Other homes along Ridgeland Ave have fences along
their eastern property lines*

- C. Describe how the above difficulty or hardship was created.

*Homes built approximately 8' into current
required setback.*

FINDINGS OF FACT (CONTINUED)

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

This request is unique to this property because it is a corner lot and does not meet the required setback on the east side property line; the home was built at a 17' setback rather than a 25' setback.

- E. Explain how this Variance **would not** be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

THIS IS TO PUT FENCE BACK SINCE WE NOW HAVE A PST AND MY WIFE IS UNABLE TO TAKE DOG FOR WALKS IN COLD WEATHER. THIS IS BECAUSE SHE HAS A DISABILITY AND CAN NOT GO OUT IN COLD WEATHER

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located: (Example: fencing will not obstruct view of automobile traffic).

THIS WILL BE PUTTING FENCE BACK UP IN SAME AREA AS PREVIOUS FENCE WAS AT AND WOULD MATCH UP TO NEIGHBORS FENCE. IT WOULD CAUSE NO OBSTRUCTIONS

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality:

THE FENCE WOULD BE 4' HIGH SAME AS NEIGHBORS AND WOULD BE A NICER FENCE.

FINDINGS OF FACT (Continued)

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.
THIS HAS NO EFFECT ON NEIGHBORS SINCE IT IS ON EAST SIDE OF PROPERTY ALONG RIDGEHAND
2. Substantially increase the congestion of the public streets.
THE FENCE IS NOWHERE NEAR PUBLIC STREETS
3. Increase the danger of fire.
IT HAS NO EFFECT ON FIRE DANGER. IT WILL BE A ALUMINUM FENCE
4. Impair natural drainage or create drainage problems on adjacent property.
~~WE~~ WE ARE JUST REPLACING A FENCE THAT WAS IN SAME LOCATION. IT HAS NO EFFECT ON DRAINAGE TO ADJACENT PROPERTIES
5. Endanger the public safety.
THE FENCE WILL BE THE SAME DISTANCE AS NEIGHBORS FENCE. IT WILL CAUSE NO DANGER TO ANYONE
6. Substantially diminish or impair property values within the neighborhood.
THIS FENCE WILL BE MORE APPEALING THAN OTHER FENCES IN AREA. IT WILL BE A ALUMINUM FENCE.

ORDINANCE NO. 2014-O-047

**AN ORDINANCE ANNEXING PROPERTY -
PANOS - 6900 179th STREET**

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: That this President and Board of Trustees find as follows:

- (a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park, requesting that the territory described in Section 2 of this Ordinance be annexed to the Village of Tinley Park, Cook and Will Counties, Illinois;
- (b) The aforesaid Petition is in proper form under oath, signed by all owners of record of all the land within the territory, there being no electors residing within or on said territory;
- (c) That said territory is not located in a fire protection district nor in a public library district. Therefore no notice is required to be served on any fire protection district or public library district. Also, no road or highway under the jurisdiction of any township is located in or adjacent to the territory described in Section 2 of this Ordinance and, therefore, no notice has been served upon the township trustees, the township supervisor, the township clerk nor the township highway commissioner;
- (d) An accurate Plat of Annexation of said territory is attached hereto and hereby made a part hereof as Exhibit A.
- (e) Such territory described in Section 2 is within the unincorporated portion of Cook County and not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

Section 2: That the territory hereinafter described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1; 65 ILCS 5/7-1-8:

Lot 5 in Block 2 in Elmore's Harlem Avenue Estates (except the east 260 feet thereof), being a subdivision in the West one-half (1/2) of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as the vacant land located generally West of Oak Park Avenue and North of 179th Street; 6900 179th Street)

all in conformance with and as shown on the plat of annexation of said Territory prepared by a registered land surveyor of the State of Illinois, which plat is attached hereto and hereby made a part hereof as Exhibit A, together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

The annexation of the above-described territory shall extend to the far side of any adjacent highway, street or right-of-way and shall include all of every highway, street and right-of-way within the said territory.

Section 3: That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of Cook County, Illinois, and to file with the County Clerk of Cook County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Tinley Park; and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED this ____ day of _____, 2014, by a majority of the Corporate

Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2014, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

PLAN COMMISSION

Oak Park Townhomes – Map Amendment (Rezoning) 6900 179th Street

November 18, 2014

Applicant

Tom Panos and Andrew Poulos, property owners

Property Location

6900 179th Street

Parcel Size

31,297 s.f.; 0.71 acres

Current Zoning

Unincorporated; R-3 Single Family (Cook County Zoning)

Approval Sought

To grant a rezoning formally amending the Tinley Park Zoning Map to NG (Neighborhood General) Character District for this parcel

Requested Action

Assign Commissioners

Project Planner

Amy Connolly, Director



LOCATION MAP

PROJECT SUMMARY

The applicant, Mr. Tom Panos, seeks both annexation and rezoning/map amendment for one parcel within his proposed townhome development, located generally at 17822-17828 S. Oak Park Avenue. Currently, Mr. Panos is only seeking a recommendation for rezoning at the Plan Commission level. He will resubmit his site plan package for site plan review once the parcel is annexed into the Village and, then, rezoned by the Village Board.

The parcel requiring annexation and rezoning is addressed as 6900 179th Street. The parcel is approximately 0.71 acres and is currently not within the corporate boundaries of the Village. The parcel is bounded by vacant land on three sides and existing single family townhomes to the south.

When a property is annexed into the Village, it automatically receives an R-1 (Single Family Residential) zoning designation. In order to change the R-1 Designation, the property must first seek a recommendation for rezoning

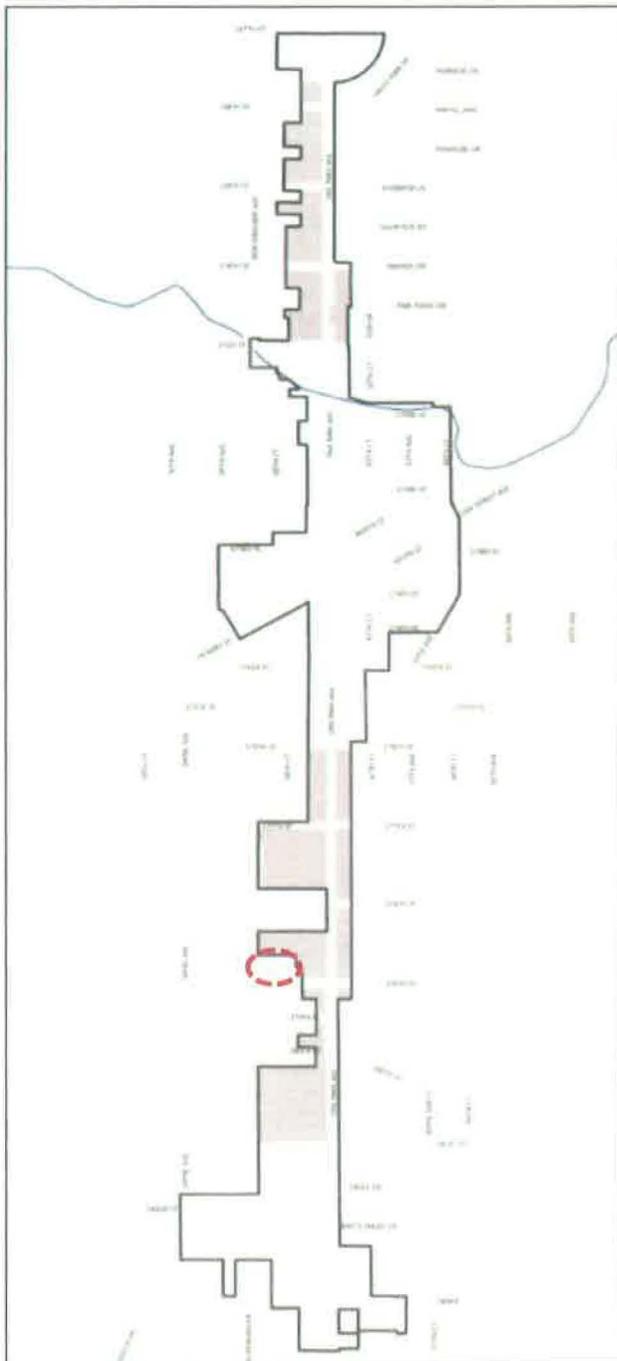
through the Plan Commission and then go the Village Board for approval. The Plan Commission is not involved in annexation proceedings.

Current Zoning:

Description of Cook County Zoning Districts -- R-3 Single Family Residence District:

The R-3 Single-Family Residence District is intended to provide a semi-urban environment of single-family homes on relatively large lots. This district creates for lot sizes adequate to accommodate individual wells and sewage disposal systems. Schools, recreation and social facilities, religious facilities and public facilities which serve the residents living in the district are allowed. All commercial activities are prohibited, except for selected recreation and sanitary uses.

Proposed Zoning



The petitioner requests rezoning to Neighborhood General (NG) Character District.

The intent of the Neighborhood General Character district is to help transition existing single family houses and commercial uses into multiple-family uses. The NG District allows only residential multiple family, single-family attached, and single-family detached building types. Commercial uses are not allowed by right within the district, except as heritage uses. Maximum allowable building height for the block containing the subject parcel is 3 stories

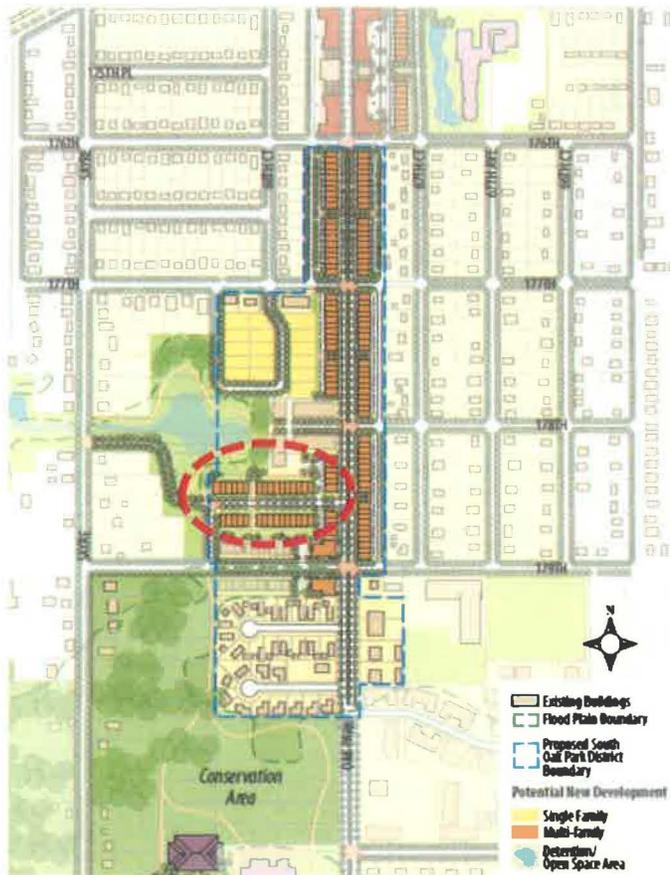
Maximum lot width within the NG District is 40' and minimum lot width is 20'. Setbacks are minimal – 5-15' for front yard; 5 max for side yard, and 5' for rear yard (30' minimum rear yard if alley is required). Parking must be located behind the front of the building at a minimum setback of 25'.

The subject parcel sits directly adjacent (to the west and to the south) of the existing boundary of the NG Character District.

During the drafting of the Legacy Plan and Code, It was anticipated that the subject parcel would eventually become a part of the NG Character District once the parcel was annexed into the Village. The parcel was not zoned NG because it was and still is unincorporated, and, thus not under the jurisdiction of the Village Zoning Ordinance.

Special Uses and Prohibited Uses within the Village's Legacy Plan would apply to this property, once rezoned.

Master Plan Designation



The site falls within the planning area of the 2009 Legacy Plan. The Legacy Plan designates the property as multiple family within the South Oak Park Avenue area, as well as indicating that the area would be within a special character district. According to the Legacy Plan:

“South Oak Park Avenue District is envisioned as a transitional corridor, remaking the commercial corridor into a multiple-family residential corridor with rowhouses, townhomes, and condominiums overlooking a tree-lined boulevard. Alleys would be created to provide needed vehicular access to the townhomes and condominium buildings that would front the street. The existing residential developments would be interwoven into the new fabric of the neighborhood.

A network of streets is planned for this area to create linkages to form a more complete grid and to facilitation opportunities for more residential development. The Settler’s Pond area would be redeveloped as a recreational open space connecting to conservation areas to the south.”

The Legacy Plan envisioned a townhome-like development for the parcel that would be accessed from a public street running east/west.

Map Amendment/Rezoning Findings of Fact

Village Ordinance sets forth a few findings of fact that should be investigated by the Plan Commission during the evaluation of the proposed request.

1. The proposed zoning is consistent with the existing uses in the area.

The predominant land uses in the area are townhome/apartment developments that are multiple family in nature, but typically occupied by a single family. A commercial building is vacant at the corner of 179th and Oak Park Avenue. Townhomes exist to the south of the subject site. Several apartment buildings are north of the site. There are single family homes and a detention pond to the west of the site

2. The proposed zoning is compatible with present zoning in the area.

As shown on the maps above, the site is adjacent to the Neighborhood General (NG) Character District, as well as unincorporated parcels that are also vacant, but County Zoned R-3 Single Family residential.

3. The existing zoning is not suitable for the property or its surrounding area.

Once the subject parcel is annexed into the Village by the Village Board, it will be zoned R-1 Single Family residential. In order to implement the Legacy Plan and fulfill the development of the site as a multiple-family type development, the zoning must change to Neighborhood General (NG), which is consistent with adjacent parcels. The parcel is also currently landlocked and would likely not be developed as a single-family use if the surrounding areas were developed as a multiple family use.

4. The proposed zoning is consistent with the trend of development in the area.

It does appear that past trends and projected future trends in the area lead to multiple-family development. Parcels to the north and south of the subject parcel are already developed as multiple-family uses. There is interest in developing the parcel at the northwest corner of 179th and Oak Park Avenue as a townhome development. We believe the trend in the area, as anticipated by the Legacy Plan, is for multiple family development.

5. There is a need for the proposed rezoning.

Mr. Panos has developed conceptual plans for the future development of the site and intends to submit a complete site plan package to develop the site as a townhome development. This rezoning request is concurrent with an application for annexation, which will appear before the Village Board in December.

STAFF RECOMMENDATION

Should the Plan Commission wish to take action, an appropriate motion would read:

“...to consider recommending to the Village Board to grant a zoning map amendment (rezoning), upon annexation, of this vacant property addressed as 6900 179th Street having tax parcel number 28-31-105-027-0000 from R-1, Single-Family Residential Zoning District to Neighborhood General (NG) Character District having satisfied findings of fact as evidenced from the discussion during this public hearing.”

###

VILLAGE OF TINLEY PARK
 PLAN COMMISSION
PUBLIC COMMENT REGISTRATION SHEET

November 20, 2014

PUBLIC HEARING(S): Rezoning - 6900 179th Street

To be allowed to present any testimony, make any comment, engage in cross-examination, or ask any questions during this public hearing, you must enter your name and address on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you have to say will be under oath and sworn testimony, and that you will tell the truth, the whole truth, and nothing but the truth.

Name	Address	Objector?	Interested Party?	E-mail Address	Signature
M. Pawoj Wilczak	6834 W. 179 th St			DWILCZAK@Ameritech.net 708-614-4909	

RECEIVED ON

VILLAGE OF TINLEY PARK
MAP AMENDMENT (REZONING) PERMIT APPLICATION P 0 3 2014

The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

A. Petitioner Information:

Name: TOM PANOS.
Mailing Address: 7926 W 103rd STR
City, State, Zip: PALOS HILLS IL 60465
Phone Numbers: 708-6091010. (Day) Fax Number: _____
(Evening) _____
(Cell) _____
Email Address: panosdevelops@sbcglobal.net.

The nature of Petitioner's interest in the property and/or relationship to the owner
(Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization):

B. Property Information:

The identity of every owner and beneficiary of any land trust must be disclosed.
Property Owner(s): TOM PANOS & ANDREW POULOS.
Mailing Address: 7926 W 103rd STR.
City, State, Zip: PALOS HILLS IL 60465.
Property Address: 6900 179th ST.
Permanent Index No. (PINs) 28-31-105-027-0000
Existing land use: _____
Lot dimensions and area: 100.3 x 312.81 x 100.4' x 312.83'.

C. Petition Information:

Present Zoning District: R1
Requested Zoning District: NG.

Is a Special Use Permit being requested (including Planned Developments):

Yes _____ No

If yes, identify the proposed use: _____

Will any variances be required from the terms of the Zoning Ordinance?

Yes _____ No

If yes, please explain (note that Variation application will be required to be submitted):

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.


Signature of Applicant

9/3/14.
Date

**VILLAGE OF TINLEY PARK
MAP AMENDMENT (REZONING) PERMIT APPLICATION**

APPLICATION REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package:

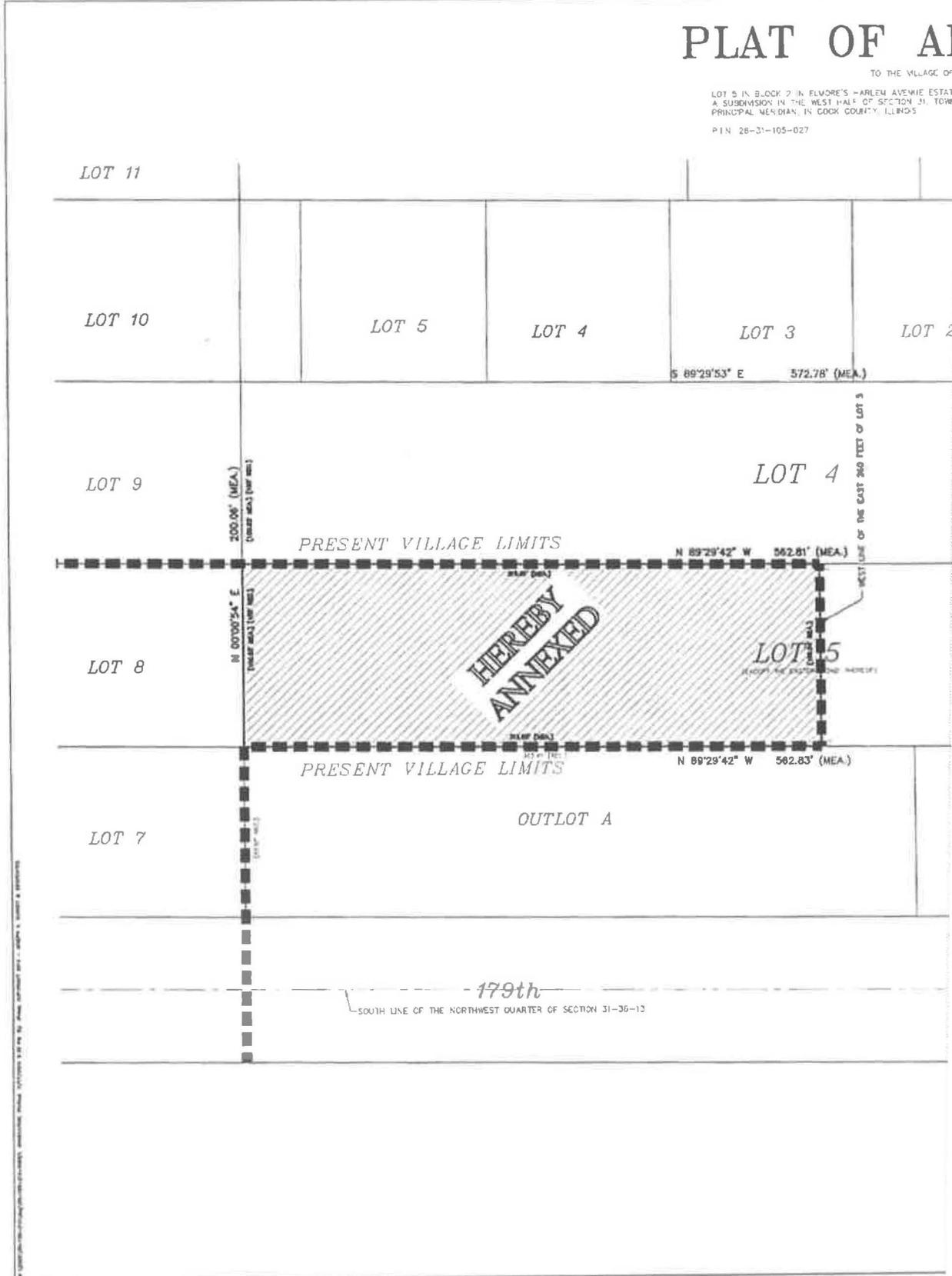
1. The application form, completed and signed by the property owner(s) of record or their authorized agent. Written authorization from the property owner(s) of record is required in order for an authorized agent to act on behalf of the owner(s).
2. Evidence of the applicant's ownership of or interest in the subject property, with a copy of the title commitment or title policy. Note that ownership includes disclosure of all beneficiaries of a land trust, if applicable.
3. The \$400 application fee, payable to the Village of Tinley Park.
4. A written project narrative describing the general nature and outlining specific aspects of the proposal.
5. A Plat of Survey of the subject property, including the legal description of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
6. Plans and any other information deemed necessary to support the application.

An application will not be accepted or processed until all of the items above have been submitted.

Questions regarding this process or application requirements may be directed
to the Planning Department at 708-444-5100.

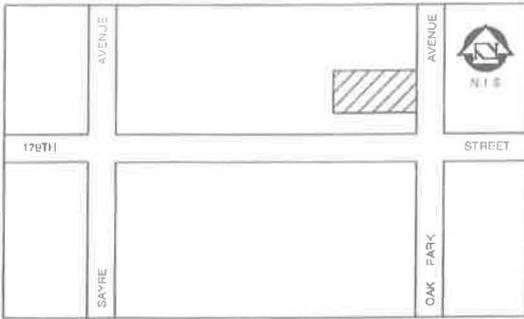
PLAT OF A

TO THE VILLAGE OF
 LOT 5 IN BLOCK 2 IN FLEMING'S - ARLEN AVENUE ESTATE
 A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
 P.I.N. 28-31-105-027



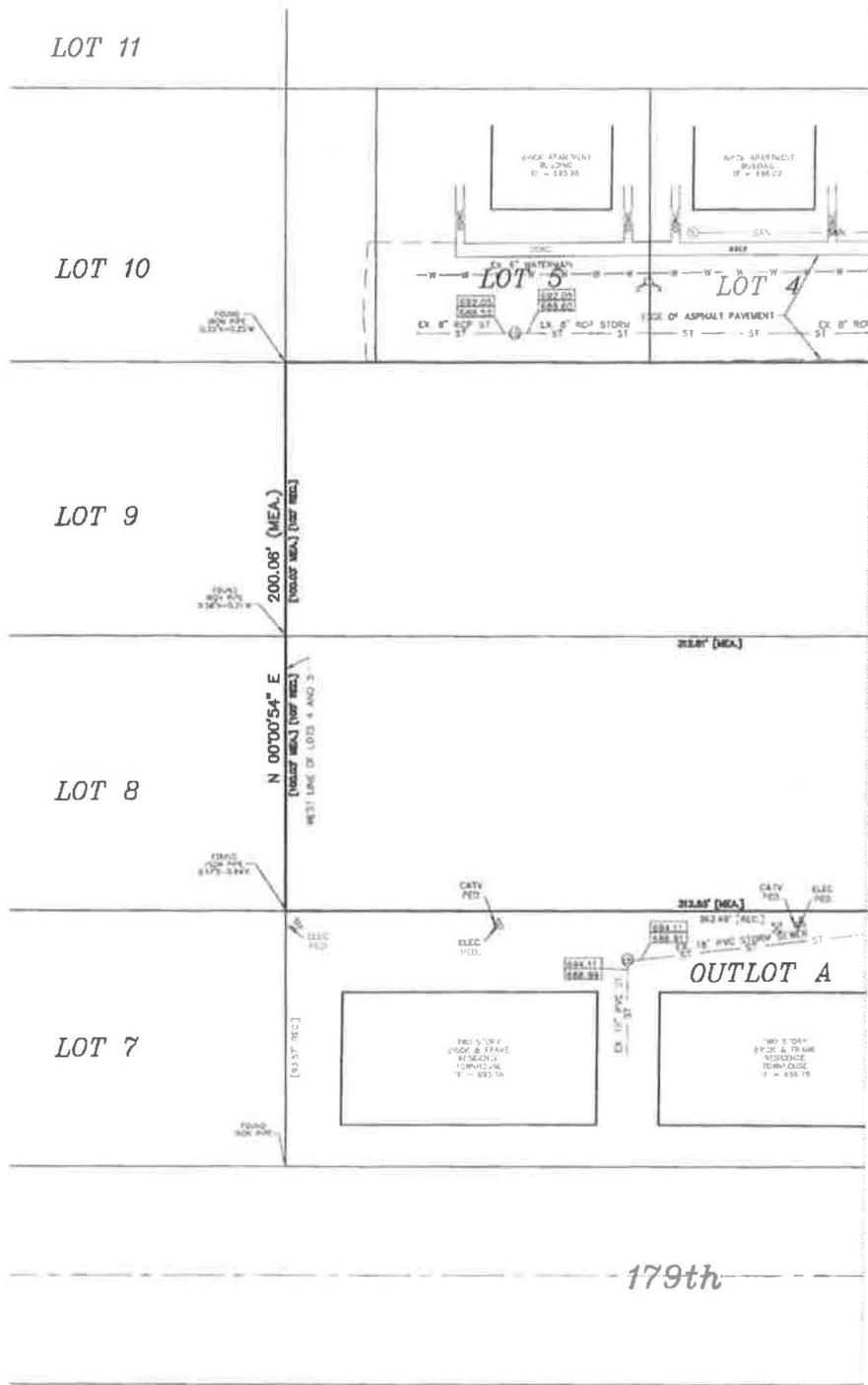
PLAT OF

LOT 4 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATE AVENUE ESTATES, (EXCEPT THAT PART TAKEN FOR WIDE NUMBER 23905184, BEING THE EAST 10 FEET OF LAND), 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD



VICINITY MAP
 INDICATES SITE LOCATION

LEGEND	
	SANITARY SEWER MANHOLE
	SANITARY SEWER LINE
	WATER VALVE IN VAULT
	WATER VALVE
	FIRE HYDRANT
	STORM SEWER INLET
	STORM SEWER CATCH BASIN
	STORM SEWER MANHOLE
	STORM SEWER LINE
	POWER POLE
	TRANSFORMER BOX/PAD
	LIGHT
	POWER/LIGHT
	HAND HOLE
	TELEPHONE BOX/TERMINAL
	GAS VALVE
	CONCRETE CURB & GUTTER
	DEPRESSED CURB
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	SIGN
	FENCE LINE
	BOLLARD
	+639.00' EXISTING GROUND ELEVATION
	--- 892 --- EXISTING GROUND CONTOUR
	[253.00] RECORD DISTANCE



STATE OF ILLINOIS }
 COUNTY OF WILL } ss.

JOSEPH A. SCHUDT AND ASSOCIATES HEREBY CERTIFY THAT THEY HAVE SURVEYED THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS IN FEET AND DECIMAL PARTS THEREOF.

FRANKFORT, ILLINOIS _____, A.D. 2014.
 JOSEPH A. SCHUDT & ASSOCIATES (184-001172)



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3146 (EXP. 11-30-14)

- NOTES:**
1. BASIS OF BEARINGS ARE ASSUMED AND USED TO DENOTE
 2. PLAT REPRESENTS EXISTING CONDITIONS BASED ON FIELD PERFORMED ON JULY 17, 2014.
 3. PROPERTY CORNER MONUMENTS AS SHOWN.
 4. PROPERTY CONTAINS 113,800 SQUARE FEET (2.61 ACRES)

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD. VERIFY ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES. CONSULT DEED OF

VILLAGE OF TINLEY PARK
11/20 meeting

ADORDERNUMBER: 0000872763-01

PO NUMBER: 11/20 meeting

AMOUNT: 110.96

NO OF AFFIDAVITS: 1

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN
that the PLAN COMMISSION of
the Village of Tinley Park, Cook
and Will Counties, Illinois, will
hold a Public Hearing beginning
at 7:30 P.M. on Thursday, No-
vember 20, 2014 in the Council
Chambers at the Village Hall,
16250 S Oak Park Avenue,
Tinley Park, Illinois to consider
recommending to the Village
Board to grant a zoning map
amendment (rezoning), upon an-
naxation, of the following descri-
bed property. The petitioner re-
quests to change the zoning dis-
trict from the R-1, Single-Family
Residential Zoning District to
Neighborhood General (NG)
Character District under the
Tinley Park Zoning Ordinance.
The subject site is currently va-
cant, unincorporated property of
approximately 0.71 acres ad-
dressed as 6900 179th Street.

The map amendment is being
requested to allow construction,
after site plan approval by the
Village, of a townhome develop-
ment on this property generally
located near the northwest cor-
ner of Oak Park Avenue and
179th Street.

The subject property is legally
described as follows:

LOT 5 IN BLOCK 2 IN
ELMORE'S HARLEM AVENUE
ESTATES, (EXCEPT THE
EAST 260 FEET THEREOF),
BEING A SUBDIVISION IN THE
WEST HALF OF SECTION 31,
TOWNSHIP 36 NORTH,
RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.
(COMMONLY KNOWN AS:
THE VACANT LAND GENER-
ALLY EAST OF OAK PARK
AVENUE AND NORTH OF
179TH STREET; 6900 179th
STREET, TINLEY PARK, IL -
TOM PANOS, PETITIONER)

The proposed zoning map
amendment may be added to,
revised, or denied as a result
of the Public Hearing and ultimate
action by the Village Board of
the Village of Tinley Park. All
persons interested may appear
at the Public Hearing and will be
given an opportunity to be heard
on the proposed zoning map
amendment. The Public Hearing
may be continued from time to
time without further notice, ex-
cept as otherwise required under
the Illinois Open Meetings Act.

By order of the Plan Commis-
sion of the Village of Tinley
Park, Cook and Will Counties, Il-
linois.

RITA WALKER - CHAIRMAN,
PLAN COMMISSION
872763 11/5/2014

SouthtownStar

Certificate of Publication

State of Illinois - County of Cook, Will

SouthtownStar, does hereby certify it has published the attached advertisements in the following secular newspapers. All newspapers meet Illinois Compiled Statute requirements for publication of Notices per Chapter 715 ILCS 5/0.01 et seq. R.S. 1874, P728 Sec 1, EFF. July 1, 1874. Amended by Laws 1959, P1494, EFF. July 17, 1959. Formerly Ill. Rev. Stat. 1991, CH100, PI.

Note: Notice appeared in the following checked positions.

PUBLICATION DATE(S): 11/05/2014

SouthtownStar

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused
this Certificate to be signed and notarized

By



Jeremy Gates

Account Manager - Public Legal Notices

Subscribed and sworn to before me this 5th Day of November 2014 A.D.

VILLAGE OF TINLEY PARK
16250 OAK PARK AVE
TINLEY PARK, IL 60477-1628

**PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF TINLEY PARK, ILLINOIS**

TO: THE VILLAGE CLERK, VILLAGE OF TINLEY PARK, ILLINOIS

We the undersigned petitioners, owners of record of all the land herein requested to be annexed, respectfully represent that all the conditions required for annexation to the Village of Tinley Park, pursuant to and in accordance with Chapter 65, Illinois Compiled Statutes, Act 5, Illinois Municipal Code, Article 7, Division 1, Section 8 (65 ILCS 5/7-1-8) do hereby exist, to wit:

1. That the territory requested to be annexed is described as follows:

(Full and correct legal description of the property attached hereto.)
 2. That the described territory is not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, a municipality organized and existing under the laws of the State of Illinois.
 3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition.
 4. That this petition is signed by the owners of record of all land in the described territory.
 5. That this petition is signed by all the electors residing in the described territory. (NOTE: Cross this item out if property is vacant)
- OR
5. That there are no electors residing in the described territory. (NOTE: cross this item out if the property has an home built on it)

WHEREFORE, your petitioners respectfully request the Corporate Authorities of the Village of Tinley Park to annex the above described territory to the Village of Tinley Park.



SIGNED NAME(S) of OWNER(S)

ADDRESS

FirstSecure Bank and Trust Co., as
Trustee and not personally for
Land Trust #10-873 dated 10-28-05,
see exoneration rider attached.

10360 S. Roberts Road, Palos Hills, IL 60465

By:

Mary We. M. Trope
Trust Officer

Attest:

Mary Chamberlaine ATO
Assistant Trust Officer

I, *ANASTASIOS PANAGIOTOPOULOS* (printed name of individual signing oath) do hereby state under oath that I am one of the petitioners in the above and foregoing Petition for Annexation, that I have read the same, and that the facts stated in such Petition are true and correct.

3rd November 2014
Theresa A. Chojnacki
Notary Public

PETITION REQUESTING ANNEXATION
TO THE VILLAGE OF TINLEY PARK, ILLINOIS

TO: THE VILLAGE CLERK, VILLAGE OF TINLEY PARK, ILLINOIS

We the undersigned petitioners, owners of record of all the land herein requested to be annexed, respectfully represent that all the conditions required for annexation to the Village of Tinley Park, pursuant to and in accordance with Chapter 65, Illinois Compiled Statutes, Act 5, Illinois Municipal Code, Article 7, Division 1, Section 8 (65 ILCS 5/7-1-8) do hereby exist, to wit:

1. That the territory requested to be annexed is described as follows:
"SEE ATTACHED"
(Full and correct legal description of the property attached hereto.)
2. That the described territory is not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, a municipality organized and existing under the laws of the State of Illinois.
3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition.
4. That this petition is signed by the owners of record of all land in the described territory.

~~5. That this petition is signed by all the electors residing in the described territory. (NOTE: Cross this item out if property is vacant)~~

OR

5. That there are no electors residing in the described territory.
(NOTE: cross this item out if the property has an home built on it)

WHEREFORE, your petitioners respectfully request the Corporate Authorities of the Village of Tinley Park to annex the above described territory to the Village of Tinley Park.

SIGNED NAME(S) of OWNER(S)

ADDRESS

[Signature] 1926 W. 103 RD ST.
ANASTASIOS PANAGIOTIDIS PALOS HILLS, IL 60465

[Signature] 708.609.1010 CELL
ANDREW POULOS

I, _____, (printed name of individual signing oath) do hereby state under oath that I am one of the petitioners in the above and foregoing Petition for Annexation, that I have read the same, and that the facts stated in such Petition are true and correct.

(Signature)

Subscribed and sworn to before
me this 6th day of August, 2014.

[Signature]

Notary Public

RECEIVED ON

SEP 03 2014



LOT 5 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, (EXCEPT THE EAST 260 FEET THEREOF), BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28 - 31 - 105 - 027

VILLAGE OF TINLEY PARK
MAP AMENDMENT (REZONING) PERMIT APPLICATION

APPLICATION REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package:

1. The application form, completed and signed by the property owner(s) of record or their authorized agent. Written authorization from the property owner(s) of record is required in order for an authorized agent to act on behalf of the owner(s).
2. Evidence of the applicant's ownership of or interest in the subject property, with a copy of the title commitment or title policy. Note that ownership includes disclosure of all beneficiaries of a land trust, if applicable.
3. The \$400 application fee, payable to the Village of Tinley Park.
4. A written project narrative describing the general nature and outlining specific aspects of the proposal.
5. A Plat of Survey of the subject property, including the legal description of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
6. Plans and any other information deemed necessary to support the application.

An application will not be accepted or processed until all of the items above have been submitted.

Questions regarding this process or application requirements may be directed
to the Planning Department at 708-444-5100.

VILLAGE OF TINLEY PARK
MAP AMENDMENT (REZONING) PERMIT APPLICATION

The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

A. Petitioner Information:

Name: TOM PANOS (ANASTASIOS PANAGIOTOPOULOS)
Mailing Address: 7926 W. 103RD ST.
City, State, Zip: PALOS HILLS, IL 60465
Phone Numbers: 708.609.1010 (Day) Fax Number: _____

(Evening)

(Cell)
Email Address: PANOS DEVELOPERS@SBCGLOBAL.NET

The nature of Petitioner's interest in the property and/or relationship to the owner
(Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization):
OWNER

B. Property Information:

The identity of every owner and beneficiary of any land trust must be disclosed.
Property Owner(s): TOM PANOS OR ANDREW POULOS
Mailing Address: 7926 W. 103RD ST.
City, State, Zip: PALOS HILLS, IL 60465
Property Address: 17822 AND 17828 OAK PARK AVE AND
Permanent Index No. (PINs) 28-31-105-027 6900 179TH ST.
Existing land use: VACANT
Lot dimensions and area: 100.5' X 312.81' X 100.4' X 312.83'

C. Petition Information:

Present Zoning District: R1
Requested Zoning District: NG (NEIGHBORHOOD GENERAL)

Is a Special Use Permit being requested (including Planned Developments):

Yes _____ No X

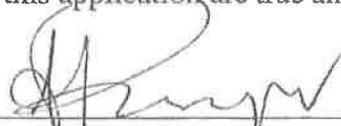
If yes, identify the proposed use: _____

Will any variances be required from the terms of the Zoning Ordinance?

Yes _____ No X

If yes, please explain (note that Variation application will be required to be submitted):

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.



Signature of Applicant

8/6/14

Date

**FINDINGS OF FACT
MAP AMENDMENT (REZONING)
TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE AND MAP**

In order for a Map Amendment (Rezoning) to be approved, the Petitioner must respond to and confirm each and every one of the following findings by indicating the facts supporting such findings:

1. The proposed zoning is consistent with existing uses in the area:

YES THIS AREA IS PART OF THE LEGACY PLAN/
CODE

2. The proposed zoning is compatible with present zoning in the area:

YES IT WILL BE PART OF THE LEGACY PLAN

3. The existing zoning is not suitable for the property or its surrounding area:

THIS NEEDS TO BE REZONED SO IT BECOMES
PART OF THE LEGACY PLAN

4. The proposed zoning is consistent with the trend of development in the area:

YES

5. There is a need for the proposed rezoning:

YES

6. The proposed zoning is consistent with the intent of the Comprehensive Plan:

YES

THIS TRUST AGREEMENT,

CERTIFIED COPY

dated, this 28th day of October, 2005, and known as Trust Number 10-873 is to certify that FAMILY BANK AND TRUST COMPANY, an Illinois banking corporation, under the laws of the State of Illinois, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee hereunder, is about to be named as a Grantee in a deed of conveyance to the following described real estate in Cook County, Illinois, to wit:

Legal Description: Lot 4 in Block 2 in Elmore's Harlem Avenue Estates, being a Subdivision in the West 1/2 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 17822 S Oak Park Ave., Tinley Park, IL 60477

otherwise known as Real Estate Tax No. 28-31-105-010-0000

Improvements: Commercial

And that when it has taken the title thereto, or to any other real estate deeded to it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth, the following named person, persons or entity shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interest herein set forth, to-wit:

17822 Oak Park Corp., an Illinois Corporation, 100% of the beneficial interest hereunder, with full power to assign any or all right, title or interest herein or otherwise to dispose of any or all of them. Upon dissolution of said 17822 Oak Park Corp. during the existence of this trust, all such right, title or interest not previously assigned shall vest in: Anastasios Panagiotopoulos 50%, with full power to assign any or all right, title or interest herein or otherwise to dispose of in any other manner. In the event of the death of said Anastasios Panagiotopoulos during the existence of this trust, all such right, title or interest not previously assigned, sold or otherwise disposed of shall vest in his wife, Maria Panagiotopoulos, if she then be living; or if she is not, then all such right, title or interest not previously assigned, sold or otherwise disposed of shall vest in his children, Konstantina Panagiotopoulos and Peter Panagiotopoulos in equal shares, share and share alike. Andrew Poulos 50%, with full power to assign any or all right, title or interest herein or otherwise to dispose of in any other manner. In the event of the death of said Andrew Poulos during the existence of this trust, all such right, title or interest not previously assigned, sold or otherwise disposed of shall vest in his wife, Irene Poulos, if she then be living; or if she is not, then all such right, title or interest not previously assigned, sold or otherwise disposed of shall vest in his son, Spiros Poulos.

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person, persons or entity who may become entitled to any interest under this trust, that the interest of any beneficiary thereunder shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her rights and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have and right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. Nothing herein contained shall be construed as imposing any obligation on the Trustee, to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder. No assignment of any beneficial interest hereunder shall be binding on the Trustee until the original or a duplicate copy of the assignment, in such form as the Trustee may approve, is lodged with the Trustee and its acceptance indicated thereon, and the reasonable fees of the Trustee for the acceptance thereof paid; and every assignment of any beneficial interest hereunder, the original or duplicate of which shall not have been lodged with the trustee, shall be void as to all subsequent assignees or purchasers without actual notice.

In case said Trustee shall be required in its discretion to make any advances of money on account of this trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case said Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law, judgments or decrees, or otherwise, or in case the Trustee shall deem it necessary on account of this trust, to consult or retain counsel and shall thereby incur attorney's fees, or in the event the Trustee shall deem it necessary to place certain insurance for its protection hereunder, the beneficiaries hereunder do hereby jointly and severally agree as follows: (1) that they will on demand pay to the said Trustee, with interest thereon at the rate of 7% per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorney's fees; (2) that the said Trustee shall not be required to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid, and (3) that in case of non-payment within ten (10) days after demand said Trustee may sell all or any part of said real estate at public or private sale on such terms as it may see fit, and retain from the proceeds of said sale a sufficient sum to reimburse itself for all such disbursements, payments advances and interest thereon and expenses, including the expenses of such sale and attorney's fees rendering the overplus, if any, to the beneficiaries who are entitled thereto. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder. The sole duty of the Trustee with reference to any such legal proceeding shall be to give timely notice thereof to the beneficiaries hereunder after the Trustee is served with process therein and to permit such legal proceeding to be brought or defended in its name, provided that it shall be indemnified in respect thereto in a manner satisfactory to it.

Notwithstanding anything hereinbefore contained, the Trustee, at any time and without notice of any kind, may resign as to all or part of the trust property if the trust property or any part thereof is used, or the use thereof is authorized or contemplated, for any purposes (including, but not limited to, the sale at wholesale, retail or otherwise, giving away or other disposition of intoxicating liquors of any kind, or as a tavern, liquor store or other establishment for the sale of intoxicating liquors for use or consumption on the premises or otherwise, or for any purpose which may be within the scope of the Dram Shop Act of Illinois or any similar law of any State in which the trust property or any part thereof may be located) which in the opinion of the Trustee, may subject the Trustee, within its sole determination, to embarrassment, insecurity, liability, hazard or litigation, such resignation as to all or part of the trust property shall be fully effected by the conveyance of the Trust property, or the part thereof as to which the Trustee desires to resign the trust hereunder, by the Trustee to the beneficiaries in accordance with their respective interests hereunder. The Trustee notwithstanding any resignation hereunder, shall continue to have a first lien on the trust property, for its costs, expenses and attorneys' fees and for its reasonable compensation.

This Trust Agreement shall not be placed on record in the Recorder's Office of the County in which the real estate is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person, hereunder derogatory to the title or powers of said Trustee.

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It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with said Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee.

Any successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

The Trustee may at any time resign by sending a notice of its intention so to do by registered or certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors, may be appointed by the person or persons then entitled hereunder to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. In the event that no successor in trust named or as above provided within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interest hereunder and record the trustee's deed and such recordation shall constitute delivery of the conveyance or transfer to the beneficiary(ies) or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs expenses and attorneys' fees and for its reasonable compensation.

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

It is understood and agreed by the parties hereto and by any person or entity who may hereafter become a party hereto, or a beneficiary hereunder that said Trustee will (subject to the rights of the Trustee as aforesaid) deal with said property or proceeds therefrom only when authorized to do so in writing and that it will (notwithstanding any change in the beneficiary or beneficiaries hereunder, unless otherwise directed in writing by the beneficiaries) on the written direction of **Anastasios Panagiotopoulos** or **Andrew Poulos**
President Vice President

or will on the written direction of such other person, persons or entity as shall be from time to time named in writing by the beneficiary or beneficiaries at the time, or on the written direction of such person, persons, or entity as may be beneficiary or beneficiaries at the time, make deeds for, or deeds conveying directly to a trust grantee, or mortgages, or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure), pay the proceeds of any mortgage, sale or conveyance of, or otherwise deal with said trust estate, or proceeds therefrom, provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate or to make itself in the manner so directed liable for any damages, costs, expenses, fines or penalties, or to deal with the title so long as any money is due to it hereunder. The Trustee shall not be required to inquire into the propriety of any such direction.

The beneficiary or beneficiary hereunder shall in his, her, their or its own right have the full management of said property and control of the selling, renting and handling thereof, and any beneficiary or his, her or its agent shall collect and handle the rents, earnings, avails and proceeds thereof, and said Trustee shall have no duty in respect to the management or control of said property or in respect to the payment of taxes or assessments, or in respect to insurance, litigation or otherwise, except on written direction as herein above provided, and after the payment to it of all money necessary to carry out said instructions. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. If any property remains in this trust twenty years from this date it shall be sold at public sale by the Trustee on reasonable notice, and the proceeds of the sale shall be divided among those who are entitled thereto.

At any time and from time to time additional property may be conveyed to the Trustee, and such property and the proceeds thereof shall be held, dealt with and disposed of under the terms of this Trust Agreement in the same manner as the property above specifically described. The terms and conditions of the deed by which the property above described, or any deed or deeds by which other property may be conveyed to the Trustee hereunder shall constitute and be construed as part of this Trust Agreement.

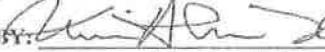
The Trustee shall receive for its services in accepting this trust and in taking title hereunder the sum of \$215.00; also the sum of \$105.00 per year or a sum in conformance with its fee schedule for holding title after the 29th day of October, 2005, subject to adjustments in accordance with its schedule of fees in effect from time to time, so long as any property remains in this trust; also its regular schedule of fees for making deeds, mortgages, documents or other instruments as may be required hereunder, from time to time, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the real estate and property held hereunder.

May the name of any beneficiary be disclosed to the public? No

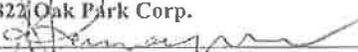
Inquires, bills, legal notices and process shall be mailed to **Anastasios Panagiotopoulos**
Address **7926 W 103rd St., Palos Hills, IL 60465** Phone **708-609-1010 (Tom Panos cell)**

IN TESTIMONY WHEREOF, the Family Bank and Trust Company has caused these presents to be signed by its Trust Officer or Vice President and attested by one of its (Assistant) Vice Presidents or Assistant Trust Officer, and has caused its corporate seal to be hereunto affixed as and for the act of deed of said bank, the day and date above written.

ATTEST: 
Executive Vice President & A.T.O.

BY: 
Chairman of the Board/CEO & Trust Officer

And on said day the said beneficiary or beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms thereof.

17822 Oak Park Corp.
By 
Anastasios Panagiotopoulos, President
Social Security # 332-72-2567

7926 W 103rd St., Palos Hills, IL 60465
ADDRESS PHONE 708-609-1010

E.I.N.
By 
Andrew Poulos, V. P.
Social Security # 346-48-4656

7801 Arquilla Dr., Palos Hgts, IL 60463
ADDRESS PHONE

Signature of person having power of direction ONLY:
X _____
ADDRESS PHONE
Social Security # _____

Date 2-9-14
Page # 2 of 2 pages
This is to certify that this is a true and correct copy of an original document held in our file. The trustee makes no representation as to the condition of or the vesting of the title of the property heretofore comprising the trust corpus. The legal description shown on the trust agreement may not reflect property currently held by the trustee, nor all the property held by the trustee.

CELESTIAL COPY

Arthur Pierce

From: Arthur Pierce
Sent: Friday, November 21, 2014 3:48 PM
To: 'Pratt, Gregory'
Cc: Laura Godette
Subject: Foia E-mail /Pratt2.100314
Attachments: Pratt 2. 100314 Foia.pdf; Pratt 2. 100314 NarrowScope.pdf; Pratt2.100314memorialize_001.pdf; Pratt2. 100314EmailfromP_001.pdf

November 21, 2014

Chicago Tribune
c/o Gregory Pratt

Dear Mr. Pratt:

VIA E-MAIL

RE: FREEDOM OF INFORMATION ACT REQUEST FOR A REQUEST RECEIVED October 3, 2014. (Pratt2. 100314)

I write to respond to your Freedom of Information Act request received by the Village of Tinley Park, Illinois on October 3, 2014.

Please be advised that the Final Response to your company's Foia request received October 3, 2014 is ready to be picked up at the Village Hall.

Please arrange to pick up a CD that contains records, and a Letter responding to your Foia Request. The Final Response includes a letter of explanation to your company dated November 21, 2014, and the CD that contains copies of records in electronic format.

The Village Hall, located at 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, is open Monday through Friday from 8:30 a.m. to 5:00 p.m., and Saturday from 9:00 a.m to 1:00 p.m, excluding holidays.

A copy of your original FOIA Request is included with this e-mail and also with the above referenced letter.

A copy of a letter regarding narrowing the scope of the Foia Request is included with this email and also with the above referenced letter.

A copy of the memorialized understanding between your company and the Village amending the Foia request is included with this e-mail and also with the above referenced letter.

A copy of your Response to the memorialized understanding is also enclosed with this e-mail and also with the above referenced letter.

If you have any further questions do not hesitate to contact this office.

Sincerely,

Arthur Pierce
Freedom of Information Act Coordinator
Village of Tinley Park, Illinois
708-444-5008

ORDINANCE NUMBER 2014-O-035

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES
FOR THE VILLAGE OF TINLEY PARK 2014 TAX LEVY YEAR

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park,
Cook and Will Counties, Illinois, that:

SECTION ONE

A tax in the aggregate amount of \$25,541,964 for the following sums of money as detailed in APPENDIX A, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the 2014 tax levy year for the purposes specified against all taxable property in the Village of Tinley Park.

SECTION TWO

The taxes levied hereunder are levied pursuant to the home rule powers of the Village of Tinley Park.

SECTION THREE

The Village Clerk of the Village of Tinley Park is hereby directed to file with the Clerk of Cook County and the Clerk of Will County duly certified copies of this Ordinance within the time prescribed by law.

SECTION FOUR

The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED by the President and Board of Trustees, Village of Tinley Park on this 16th day of December, 2014.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:

PATRICK E. REA
VILLAGE CLERK

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
1.	ELECTED OFFICIALS		
	Salaries	242,400	200,000
	Telephone Communications	1,230	
	Pagers	400	
	Mobile Data Communications	3,360	
	Travel Expense	250	
	Meetings and Conferences	2,000	
	Reception and Meals	4,500	
	Employee Health and Life	37,100	
	Software Licensing	2,885	
	Dues and Subscription	14,500	
	Office Supplies	500	
		309,125	200,000
2.	VILLAGE MANAGER		
	Salaries	636,730	500,000
	Part Time Help	60,475	
	Telephone	5,395	
	Mobile Data Communications	500	
	Travel Expenses	350	
	Meetings and Conferences	5,150	
	Reception and Meals	2,500	
	Employee Health and Life	93,900	
	Post Employment Benefits	2,400	
	Maintain Motor Vehicles	2,000	
	Software Licensing	7,900	
	Dues and Subscriptions	4,525	
	Office Supplies	1,000	
	Gasoline	10,500	
	Other Operating Supplies	1,200	
		834,525	500,000

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
3.	CLERK'S OFFICE		
	Salaries	280,133	220,000
	Part Time Help	98,913	
	Postage	2,945	
	Training	3,500	
	Meetings and Conferences	2,500	
	Reception and Meals	2,500	
	Printing	1,400	
	Legal and Classified Advertising	1,500	
	Employee Health and Life	100,600	
	Post Employment Benefits	2,700	
	Software Licensing	10,000	
	Dues and Subscriptions	2,350	
	Other Contractural	500	
	Codification	6,650	
	Office Supplies	4,700	
	Uniforms	2,000	
		522,891	220,000

4. GENERAL OVERHEAD-ADMINISTRATION

Part Time Help	10,455
Postage	21,800
Telephone Communication	22,180
Wireless Fire Alarm	810
Internet Communications	5,520
Printing	15,000
Bank Charges	5,500
Advertising/Legal/Classified	13,500
Recording Fees	6,000
Property Taxes	12,000
Miscellaneous Insurance	700
Employee Health & Life	300,650
Unemployment Compensation	16,000
Employee Assistance Program	13,000
Employee Benefits Cafeteria Plan Administration	2,400
Maintain Motor Vehicles	1,000
Insurance Deductible	30,000
Maintain Camera/Monitoring Systems	500
Maintain Computer Equipment	12,000
Contract Service-Technology	27,600
Contract Labor- GIS	123,935
Software License Support	40,285
Dues and Subscriptions	34,630
Service Contracts	48,191
Contractual Services	215,400
Engineering (Rebillable)	50,000
Appraisal Services	5,000
IL State Police Fingerprint Fees	3,350
Legal Services	581,400
Pension Actuarial	7,500
Legal Labor Related	45,000
Adminstrative Court Hearing Officer	7,440

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Fireworks	12,500	
Health Services Program	26,750	
Exchange Publication	70,575	
Office Supplies	12,000	
Confectionary Supplies	5,200	
Items for Resale	21,780	
Fuel Supplied - SD 140	97,650	
Fuel Supplied - TP LIB	4,130	
Fuel Supplied - SD 145	2,000	
Other Operating Supplies	1,000	
NSF Bad Debts	500	
Refunds - Business Licenses	1,000	
Refunds - Miscellaneous	300	
	1,934,131	0
5.	FINANCE DEPARTMENT	
Salaries	764,650	600,000
Part Time Help	180,400	
Telephone	3,125	
Mobile Data Communications	1,460	
Travel Expenses	2,000	
Training	11,900	
Meetings and Conferences	5,000	
Reception and Meals	750	
Employee Health and Life	120,400	
Post Employment Benefits	300	
Employment Costs	500	
Maintain Mobile Data Equipment	500	
Software Licensing	14,210	
Dues and Subscriptions	3,645	
Other Contractual Services	60,000	
Office Supplies	1,200	
Books, Manuals, Reference	620	
Other Operating Supplies	50	
	1,170,710	600,000
6.	POLICE DEPARTMENT	
Salaries	6,318,995	5,410,659
Overtime	1,170,453	
Wages and O/T - Music Theater	235,000	
Salaries - Admin	557,600	450,000
Part Time Help	541,015	
Wages Crossing Guards	199,875	
Postage	13,750	
Telephone Communication	41,350	
Wireless Fire Alarm	825	
Pagers	8,000	
Mobile Data Communications	26,880	
Travel Expense	4,370	
Training	68,075	
Tuition Reimbursement	3,000	
	11,111,310	5,860,659

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Meetings and Conferences	14,185	
Reception and Meals	5,400	
Prisoner Care	4,490	
Animal Care	13,560	
Printing	13,185	
Legal and Classified Advertising		
Photography	1,200	
Microfilming	5,500	
Employee Health and Life	2,107,000	
Post Employment Benefits	344,100	
Employment Costs	7,200	
Maintain Machinery and Equipment	10,295	
Maintain Motor Vehicles	87,000	
Insurance Deductable	60,000	
Maintain Radios	16,680	
Maintain Camera Monitoring Systems	500	
Maintain Computer Equipment	6,000	
Maintain Mobile Data Equipment	2,500	
Machine Rental	5,100	
Maintain Website	60	
Software Licensing	99,865	
911 Software & Equipment Maintenance		
Towel and Laundry Service	1,000	
Dues and Subscriptions	23,675	
Service Contracts	52,300	
Service Contracts- Computer Equip	18,600	
Towing Service	2,025	
Investigative Services	14,000	
Medical Services	3,050	
Vehicle Licenses	3,000	
Employee Recognitions	6,750	
Office Supplies	18,650	
Confectionary Supplies	2,000	
Expendable Tools	500	
Gasoline	337,500	
Oil	4,500	
Miscellaneous Fuels	600	
Chemical Supplies	9,100	
Tires and Tubes	18,500	
Electrical Supplies	1,600	
Books/Manuals/Brochures	1,575	
Police Operating Supplies	29,180	
Uniforms	16,300	
Ammunition and Targets	28,800	
Body Armor	9,750	
Signs and Sign Materials	1,500	
Grant Expenditures	300	
	<hr/>	<hr/>
	12,597,763	5,860,659

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i>	
		<i>(APPROPRIATED)</i>	<i>LEVY</i>
7.	FIRE SUPPRESSION		
	Overtime	231,753	
	Postage	1,000	
	Telephone and Telegraph	25,200	
	Wireless Fire Alarm	3,300	
	Pagers	12,000	
	Mobile Data Communications	4,560	
	Training	13,900	
	Training/Tuition	47,325	
	Medical Exams/Physicals	1,000	
	Meetings and Conferences	5,250	
	Reception and Meals	2,250	
	Printing	3,025	
	Microfilm/Digital Imaging	2,000	
	Liability Insurance	3,650	
	Employee Health & Life	41,500	
	Employment Costs	7,450	
	Deferred Comp Contribution	169,132	
	Disability Insurance	5,300	
	Replace & Repair Furniture & Fixtures	11,000	
	Repair Machinery & Equipment	12,000	
	Repair Motor Vehicles	80,000	
	Insurance Deductible	20,000	
	Radio Maintenance	11,600	
	Repair Camera/Monitoring Systems	2,460	
	Repair Mobile Data Equipment	250	
	Repair Tires & Tubes	9,000	
	Repair & Maintenance Airpaks	27,000	
	Equipment Rental	10,400	
	Cart Expenses	1,000	
	Software Licensing	33,200	
	Towel & Laundry Service	600	
	Dues & Subscriptions	10,050	
	Service Contracts	1,700	
	Service Contracts/Computer Equipment	1,100	
	Testing Services	7,000	
	Employee Recognitions	6,000	
	Office Supplies	4,800	
	Medical Supplies	10,000	
	Expendable Tools	9,500	
	Gasoline	18,750	
	Oil	350	
	Miscellaneous Fuels	400	
	Diesel	46,000	
	Chemical Supplies	1,000	
	Hazardous Materials Supplies	2,500	
	Janitorial Supplies	4,000	
	Uniforms	67,150	
	Other Operating Supplies	12,000	
	Hose	7,000	
	Airpack Masks	11,075	
	Bunker Gear	100,000	

1,118,480
Page 5

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APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

BUDGETED
(APPROPRIATED) *LEVY*

8. FIRE PREVENTION & INSPECTION

Salaries	449,000	375,000
Overtime	24,600	
Part Time Help	202,008	
Postage	2,970	
Telephone Communications	2,100	
Mobile Data Communications	4,000	
Travel Expense	720	
Training	6,125	
Tuition Reimbursement	4,770	
Meetings and Conferences	500	
Reception and Meals	2,400	
Printing	4,850	
Photography	200	
Microfilm/Digital Imaging	2,000	
Blueprinting and Mapping	1,000	
Employee Health and Life	128,000	
Repair Motor Vehicles	2,000	
Repair Radios	250	
Software Licensing	19,440	
Dues and Subscriptions	2,705	
Service Contracts	2,020	
Employee Recognitions	1,000	
Office Supplies	1,500	
Gasoline	8,250	
Oil	300	
Pamphlets	1,500	
Fire Safety/Ed Programs Supplies	6,700	
CPR Supplies	2,700	
Uniforms	4,050	
Fire Investigations Supplies	1,000	
Sign and Sign Material	100	
Other Operating Supplies	750	
Knox Box Maintainance	500	
Accreditation Expenses	4,850	
	894,858	375,000

9. ROAD AND BRIDGE DEPARTMENT

Salaries	1,681,855	1,350,000
Overtime	235,700	
Part Time Help	101,475	
Postage	2,500	
Telephone Communications	10,840	
Mobile Data Communication	1,620	
Training	3,000	
Meetings and Conferences	700	
Reception and Meals	1,000	
Vehicle Inspections	2,150	
Printing	4,000	
Advertising and Legal Notices	2,000	
Photography	200	

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i>	<i>LEVY</i>
	<i>(APPROPRIATED)</i>	
Blueprinting and Mapping	500	
Employee Health and Life	471,000	
Post Employment Benefits	37,700	
Employment Costs	500	
ICMA/PEBSCO	1,250	
Electricity	2,500	
Water & Sewer	6,600	
Utility Locating Service	2,000	
Drainage Maintenance	30,000	
Repair Machinery and Equipment	45,000	
Repair Motor Vehicles	40,000	
Insurance Deductible	40,000	
Maintain Radios	1,000	
Maintain Computers	500	
Machine Rental	6,000	
Duplicating Expenses	1,000	
Software Licensing	27,840	
Towel & Laundry Service	1,000	
Dues & Subscriptions	6,420	
Drug Testing	1,000	
Service Contracts	2,900	
Contract Snow Removal	326,320	
Other Contractual Services	254,200	
Rebillable Contract Services	4,000	
Engineering Services	80,000	
Vehicle License	500	
Soil Testing	6,000	
Contract Landscape Maintenance	306,000	
Landscaping Agreement-Frankfort Township	8,500	
Refuse Disposal	50,000	
Employee Recognitions	2,000	
Office Supplies	4,500	
Confectionary Supplies	1,300	
First Aid Supplies	500	
Expendable Tools	7,000	
Kerosene & LP Gas	350	
Gasoline	56,250	
Oil	4,000	
Diesel	80,000	
Chemical Supplies	10,000	
Tires & Tubes	12,000	
Books/Manuals/Brochures	1,000	
Uniforms	13,350	
Paint Supplies	10,000	
Thermo Lane Marking	102,000	
Plumbing Supplies	100	
Landscaping Materials	20,000	
Retention Maintenance	14,000	
Lumber Supplies	1,000	
Welding Supplies	1,000	
Concrete and Masonry Supplies	15,000	
Asphalt Road Oil and Tar	19,000	
Sewer Tile/Culvert Rel Supplies	12,500	
Salt for Ice Control	340,000	
Signs & Sign Material	40,000	

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Hardware	3,000	
Safety Supplies	10,000	
Steel Supplies	1,000	
Sand/Gravel/Rock	15,000	
Other Operating Supplies	8,000	
Sidewalk Repair	83,000	
	4,694,120	1,350,000

10. ELECTRICAL DEPARTMENT

Salaries	402,825	370,000
Overtime	30,750	
Part Time Help	43,050	
Telephone Communications	2,790	
Pagers	320	
Training	4,000	
Meetings and Conferences	100	
Reception and Meals	500	
Vehicle Inspections	1,100	
Printing	175	
Advertising and Legal Notices	400	
Employee Health and Life	147,000	
Post Employment Benefits	17,000	
Employment Costs	500	
Electricity	252,000	
Utility Locating Services	2,000	
Maintain Machinery and Equipment	3,300	
Maintain Motor Vehicles	10,000	
Insurance Deductible	10,000	
Maintain Radios	1,500	
Machine Rental	500	
Duplicating Expenses	400	
Software Licensing	3,380	
Towel and Laundry Service	800	
Dues and Subscriptions	360	
Drug Testing	250	
Service Contracts	1,795	
Traffic Signal Maintenance	52,000	
Engineering	1,000	
Vehicle License	200	
Office Supplies	500	
Confectionary Supplies	500	
First Aid Supplies	200	
Expendable Tools	1,100	
Kerosene and LP Gas	200	
Gasoline	12,000	
Oil	1,200	
Diesel Fuel	8,000	
Chemical Supplies	100	
Tires and Tubes	1,000	
Electrical Supplies	65,500	
Books/Manuals/Brochures	700	
Uniforms	3,500	
Paint Supplies	1,500	

APPENDIX "A"
VILLAGE OF TINLEY PARK
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TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Landscaping Materials	500	
Welding Supplies	200	
Concrete and Masonry Supplies	1,000	
Hardware	400	
Safety Supplies	3,500	
Other Operating Supplies	700	
	1,092,295	370,000

11. MUNICIPAL BUILDINGS

Salaries	233,700	200,000
Overtime	28,700	
Part Time Help	38,028	
Telephone Communications	2,310	
Wireless Fire Alarm	810	
Mobile Data Communications	960	
Printing	100	
Legal Notices	1,000	
Employee Health and Life	57,000	
Post Employment Benefits	6,200	
Employment Costs	700	
Electricity	3,500	
Gas	37,000	
Water and Sewer	42,200	
Repair Buildings and Structures	26,500	
Custodial Services	60,000	
Maintain Machinery and Equipment	38,500	
Repair Fire Extinguishers	2,500	
Insurance Deductible	10,000	
Maintain Camera Monitoring Systems	15,000	
Software Licensing	7,055	
Drug Testing	300	
Phone System Maintenance	35,000	
Shooting Range Maintenance	24,150	
Contractual Services	41,800	
Engineering	10,000	
Inspection Fees	700	
Contract Landscape Maintenance	31,000	
Office Supplies	1,100	
Flags/Banners	84,815	
Confectionary Supplies	500	
Expendable Tools	2,000	
Diesel Fuel	600	
Chemical Supplies	500	
Electrical Supplies	10,000	
Janitorial Supplies	18,000	
Uniforms	2,200	
Paint Supplies	1,500	
Plumbing Supplies	2,100	
Landscaping Materials	4,000	
Lumber Supplies	300	
Concrete	1,000	
Asphalt	2,000	
Hardware	1,500	

APPENDIX "A"
VILLAGE OF TINLEY PARK
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TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Other Operating Supplies	8,000	
Furniture Repair/Replacement	3,500	
	<hr/>	<hr/>
	898,328	200,000
12. BUILDING INSPECTIONS		
Salaries	513,525	410,000
Overtime	513	
Part Time Help	27,419	
Postage	2,200	
Telephone Communications	3,000	
Mobile Data Communications	2,400	
Travel Expense	1,000	
Training	7,000	
Meetings and Conferences	500	
Reception and Meals	800	
Printing	2,300	
Advertising/Legal/Classified	1,500	
Digital Imaging	5,000	
Employee Health & Life	164,200	
Post Employment Benefits	12,000	
Employment Costs	700	
Maintain Motor Vehicles	5,000	
Software Licensing	18,708	
Towel & Laundry Service	300	
Dues and Subscriptions	1,535	
Service Contracts	1,900	
Engineering Services	40,000	
Architectural Fees	75,000	
Sprinkler Review Fees	15,000	
Elevator Inspections	19,000	
Employee Recognitions	750	
Office Supplies	4,000	
Medical Supplies	100	
Gasoline	11,250	
Books/Manuals/Brochures	1,500	
Uniforms	2,000	
Other Operating Supplies	1,500	
	<hr/>	<hr/>
	941,600	410,000

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED (APPROPRIATED)</i>	<i>LEVY</i>
13. PLANNING DEPARTMENT		
Salaries	246,000	210,000
Part Time Help	75,600	
Postage	2,000	
Telephone Communications	1,800	
Travel Expense	3,340	
Training	2,170	
Meeting and Conferences	4,100	
Reception and Meals	1,000	
Printing	4,000	
Advertising and Legal Notices	500	
Employee Health and Life	61,350	
Employment Costs	500	
Maintain Motor Vehicles	500	
Maintain Office Equipment	500	
Maintain Computer Equipment	500	
Software Licensing	12,203	
Dues and Subscriptions	3,625	
Service Contracts	1,800	
Engineering Services	25,000	
Architectural Enhancement Program	80,000	
Planning Services	45,000	
Office Supplies	2,000	
Medical Supplies	100	
Gasoline	975	
Books/Manuals/Brochures	300	
Uniforms	250	
Other Operating Supplies	1,500	
	576,613	210,000
14. ECONOMIC DEVELOPMENT		
Salaries	125,050	90,000
Part Time Help	82,410	
Postage	250	
Telephone Communications	1,370	
Travel Expenses	200	
Meetings and Conferences	3,500	
Receptions and Meals	1,800	
Printing	2,000	
Employee Health and Life	11,600	
Employment Costs	150	
Maintain Motor Vehicles	500	
Software Licensing	2,725	
Dues and Subscriptions	13,505	
Service Contracts	500	
Programs	20,200	
Marketing	2,400	
Office Supplies	500	
Gasoline	1,650	
	270,310	90,000

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i>	
		<i>(APPROPRIATED)</i>	<i>LEVY</i>
15.	MARKETING/COMMUNICATIONS		
	Part Time Help	180,093	
	Postage	3,000	
	Telephone Communications	1,920	
	Travel Expenses	2,000	
	Meetings and Conferences	4,800	
	Receptions and Meals	1,500	
	Printing	15,000	
	Employee Health and Life	5,200	
	Employment Costs	200	
	Maintain Equipment	10,000	
	Website Maintenance Services	8,500	
	Software Licensing	3,245	
	Dues and Subscriptions	2,000	
	Other Contractual Services	12,000	
	Programs	74,000	
	Municipal TV Station	19,500	
	Tourism Grant Programs	27,000	
	Office Supplies	2,500	
	Flags/Banners	16,500	
		388,958	0
16.	BOARDS AND COMMISSIONS		
	Civil Service Commission	49,233	
	Environmental Commission	3,690	
	Community Resources Commission	44,898	
	Zoning Board of Appeals	3,571	
	Long Range Planning Commission	11,304	
	Veterans Commission	15,520	
	Economic Commercial Commission	26,376	
	Senior Bus	96,445	
	Village Bus Services	60,348	
	Historical Preservation Committee	10,138	
	Senior Services	41,451	
	Sister Cities	8,585	
		371,559	0
17.	TRANSFERS TO CAPITAL IMPROVEMENT		
	Transfer to Surtax Capital Improvement	3,409,000	
	Transfer to Main Street Development Trust	115,693	
	Transfer to Train Station O & M Fund	115,000	
		3,639,693	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
18.	ECONOMIC INCENTIVES		
	Sales Tax Reserve II Park Center	10,000	
	Sales Tax Reserve XX OH	85,000	
	Sales Tax Reserve - Panduit	20,000	
	Real Estate Tax Reserve - Panduit	100,000	
	Sales Tax Reserve - TEC	680,000	
	Sales Tax Reserve - International Subaru	69,000	
	Sales Tax Reserve - International Mini	12,000	
	Sales Tax Reserve - Steiner Electric	45,000	
	Sales Tax Reserve - Brookside Mkt II	125,000	
	Sales Tax Reserve - Orland Toyota	10,000	
	Sales Tax Reserve - Cadillac	15,000	
	Sales Tax Reserve - Apple Chevrolet	40,000	
	Facade Improvement Program	55,000	
		1,266,000	0
19.	CONTINGENCY		
	FUND FOR CONTINGENCY PURPOSES AS PROVIDED IN CHAPTER 24, SECTION 8-2-9.7	250,000	0
	Grand Total Budget for Corporate Purpose Levied From Tax for Gen. Corp	33,771,959	10,385,659
20.	MUNICIPAL BONDS AND INTEREST		
	Bond and Interest after abatement	350,000	350,000
21.	RETIREMENT BENEFITS		
	Social Security	1,170,379	950,000
	Illinois Municipal Retirement Fund (IMRF)	1,463,425	1,000,000
		2,633,804	1,950,000
22.	POLICE PENSION FUND		
	Police Pension Fund	2,500,000	2,268,361
23.	POLICE PROTECTION TAX		
	Salaries of Chief\Commanders\Sergeants of Police	1,611,900	1,400,000
24.	FIRE PROTECTION TAX		
	Paid on Call (Salaries)	3,150,982	2,050,000
		3,150,982	2,050,000

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

BUDGETED
(APPROPRIATED) *LEVY*

25.	EMERGENCY MANAGEMENT (ESDA/EMA)		
	Salaries	1,069,075	76,000
	Overtime	113,211	
	Part Time Help	242,185	
	Postage	200	
	Telephone Communications	6,100	
	Pagers	3,500	
	Mobile Data Communications	2,940	
	Travel Expense	1,400	
	Training	11,235	
	Tuition Reimbursement	13,320	
	Medical Exams/Drug Tests	500	
	Meetings and Conferences	9,195	
	Reception and Meals	3,000	
	Printing	500	
	Legal Notices	1,700	
	Employee Health & Life	331,875	
	Employment Costs	860	
	Maintain Machinery and Equipment	3,600	
	Maintain Motor Vehicles	6,700	
	Maintain Radios	18,000	
	Maintain Computer Equipment	9,000	
	Maintain Sirens	6,500	
	Software Licensing	81,855	
	Dues and Subscriptions	2,440	
	Service Contracts	3,560	
	Service Contracts- Computer Equip	11,600	
	Emergency Disaster Plan	3,000	
	Weather Computer Service	2,500	
	Ambulance Service	750,000	600,000
	Marketing/Recruitment	3,000	
	Employee Recognition	750	
	Office Supplies	10,250	
	Gasoline	15,000	
	Oil	700	
	Public Information	1,500	
	Books/Manuals/Brochures	750	
	Uniforms	5,100	
	911 Software & Equipment Maintenance	26,430	
	Grant Program Expenses	0	
		2,773,031	676,000
26.	AUDIT EXPENSE		
	Auditing	35,500	25,000
27.	INSURANCE		
	Public Liability Insurance for Village	1,000,000	875,000
		47,827,176	19,980,020

APPENDIX "A"
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COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
28. FREE PUBLIC LIBRARY		
Salary of Library Personnel	2,305,112	2,298,494
Postage	21,000	19,000
Telephone Communications	33,000	31,000
Wireless Fire Alarm	720	
Telecommunications Expenses	3,000	2,500
Travel	1,800	1,000
Training	6,500	6,000
Meetings and Conferences	7,000	6,500
Reception & Meals	5,700	5,000
Bank Charges	1,500	1,000
Hospitalization Insurance	405,000	400,000
Employment Costs	1,000	
Gasoline	12,000	11,000
Water and Sewer	5,000	4,000
SWAN	46,000	45,000
Website	4,000	3,500
Dues and Subscriptions	6,700	6,000
Book Processing Fees	15,500	14,000
I.L.L. and Copy Services	2,000	1,500
Contractual Services	10,000	9,000
Publicity/Public Information	52,000	48,000
Cultural Arts/Programs	21,000	19,000
Program/Young Adult	8,000	5,000
Program/Children	21,000	18,000
Accounting and Audit Service	8,500	8,000
Legal Services	2,500	2,000
Book Collection Service	1,100	
Office Supplies	20,000	18,000
Library Supplies	15,000	14,000
Gasoline	4,400	4,000
Computer Software	95,600	93,000
Book Purchase-Children's	94,000	92,000
Book Purchase- Young Adult	15,000	14,000
Periodicals/Pamphlets	28,000	26,000
Adult Non-Fiction Books	65,500	64,000
Adult Non-Fiction Standing	5,000	4,000
Adult Fiction Books	65,500	64,000
Audio-Visual Materials-Adult	49,000	47,000
Audio-Visual Materials-Children's	31,000	29,000
Ereader Hardware	3,100	2,000
Ereader Downloads	30,000	28,000
Reference Books	5,000	4,000
Reference Standing Order	15,000	14,000
Information Services	175,950	173,000
Operating Supplies	22,000	20,000
NSF Bad Debts	200	
Refunds	500	
Vehicle Maintenance	20,000	15,000
Bookmobile Collections	50,000	48,000
Library Equipment	2,430	2,000
Furniture & Fixtures	35,000	32,000
Computer Equipment	108,300	105,000
First Aid Kits	1,000	

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	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Alarm System	10,000	8,000
HVAC Equipment	50,000	45,000
Book Shelving	10,000	8,000
Painting	15,000	12,000
Carpeting	50,000	48,000
Bond Fees	500	500
Transfer to Library Capital Improvement	141,353	
Contingency	12,000	12,000
	4,251,965	4,009,994
LEVIED FOR THE FOREGOING EXPENSES OF MAINTAINING A FREE PUBLIC LIBRARY	4,251,965	4,009,994

29. LIBRARY BUILDING AND SITES

Maintenance of Library Equipment	50,000	48,000
Maintenance of Building Equipment	38,100	35,000
Maintenance of Library Building	82,500	80,000
Maintenance of Library Grounds	188,000	185,000
Maintenance of Computer Equipment	141,240	137,000

499,840 485,000

30. LIBRARY SPECIAL LEVY ITEMS

Social Security	180,000	175,000
Participation in Illinois Municipal Retirement Fund	285,855	280,000
Public Liability Insurance	110,000	100,000
Bond and Interest after abatement	526,500	511,950
Campaign & Donation Fund	200	

1,102,555 1,066,950

Total Library 5,854,360 5,561,944

APPENDIX "A"
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COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED (APPROPRIATED)</i>	<i>LEVY</i>
31. MOTOR FUEL TAX		
Engineering Services	241,000	
Overlay Program	<u>2,564,000</u>	
	2,805,000	0
32. LOCAL ROAD IMPROVEMENTS		
Postage	10,100	
Printing	8,000	
Construction Costs	322,000	
Items for resale (vehicle stickers)	10,400	
Refunds - Vehicle Stickers	1,500	
Overlay Program	<u>935,000</u>	
	1,287,000	0
33. CUSTOM SEIZURE FUND		
Computer Equipment	40,000	
Riot Gear	13,950	
Stun Guns	<u>7,538</u>	
	61,488	0
34. DRUG ENFORCEMENT FUND		
Training	7,000	
Other Contractual Services	8,000	
Furniture	3,530	
Automobiles	<u>37,000</u>	
	55,530	0
35. ENHANCED 911 SERVICE FUND		
Salaries	226,525	
Overtime	46,125	
Mobile Data Communications	480	
Employee Health and Life	43,000	
FICA	20,910	
IMRF	38,656	
Maintain Equipment	5,000	
Service Contracts Computer Equipment	7,300	
Ameritech 911	69,505	
Radio Console	<u>365,000</u>	
	822,501	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
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TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
36.	HOTEL/MOTEL TAX FUND		
	Electricity	950	
	Audit Services	15,000	
	Consultant Services and Studies	41,000	
	Tourism Programs	25,000	
	Sign & Sign Material	49,550	
	CSCVB Tax Alloc. (.95%)	210,000	
	Transfer to Hotel Debt Service	425,000	
	Transfer to General	492,500	
		1,259,000	0
37.	FIRE ALARM FUND		
	Salaries	8,610	
	Part Time Help	34,133	
	Postage	1,400	
	Telephone	800	
	Mobile Data Communications	960	
	Training	2,500	
	Printing	1,500	
	Bank Charges	300	
	FICA	3,280	
	IMRF	6,066	
	Maintain Vehicles	1,500	
	Maintain Radios	29,750	
	Maintain Head End Equipment	165,000	
	Maintain Computer Equipment	3,500	
	Maintain Mobile Data Equipment	1,000	
	Software Licensing	5,280	
	Dues & Subscriptions	250	
	Service Contracts	49,450	
	Fire Alarm Radio Installation	22,500	
	Legal	3,000	
	Office Supplies	500	
	Gasoline	2,000	
	Uniforms	500	
	Computer Equipment	3,000	
	Radio and Communication Equipment	56,500	
		403,279	0
38.	COMMUNITY DEVELOPMENT BLOCK GRANTS		
	Project 95-076 Contract	3,999	
		3,999	0

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VILLAGE OF TINLEY PARK
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TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
39.	OAK PARK AVENUE TIF DISTRICT (#1)		
	Conv Center Facilities Maint Fee	675,000	
	Construction Costs	10,000	
	Other Contract Services	15,000	
	Engineering	30,000	
	Audit Services	5,000	
	Legal Services	15,000	
	Marketing & Promotion	10,000	
	Convention Center	387,700	
	Bond Fees	1,000	
	Transfer to Debt Service Fund	3,180,255	
		4,328,955	0
40.	Main Street North TIF District (#2)		
	Engineering	15,000	
	Audit Services	5,000	
	Consultant Services and Studies	20,000	
	Legal	10,000	
	Marketing	10,000	
		60,000	0
41.	Main Street South TIF District (#3)		
	Contract Services	25,000	
	Engineering	50,000	
	Audit Services	5,000	
	Consultant Services and Studies	55,000	
	Legal	20,000	
	Marketing	10,000	
	Public Improvements	2,000,000	
	Landscape Enhancements	181,485	
	Transfer to Debt Service	9,909	
		2,356,394	0
42.	SPECIAL SERVICE AREA #3		
	Refunds	75,164	
	Transfer to General Fund	203,846	
		279,010	0
43.	HOTEL TAX DEBT SERVICE RESERVE		
	2010 Debt Service	369,040	
	Bond Fees	500	
		369,540	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
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TAX LEVY 2014

BUDGETED
(APPROPRIATED) *LEVY*

44. CAPITAL IMPROVEMENT REPAIR AND
REPLACEMENT FUND

Salary Reserve	1,900,000
Canine Team	2,100
Microfilm/Digital Imaging	32,000
Insurance Reserve	709,000
Computer Programming	294,360
Roadway Improvement Engineering	330,000
Landscape Architect	26,130
Environmental Services	55,000
Security Study	20,000
Network Analysis Consultant	3,000
Landscape Maintenance Municipal Buildings	38,760
Electrical Supplies	291,961
Signs	111,287
Investigation Equipment	38,952
Train Station Equipment/Fixtures	20,000
Furniture	65,870
Multimedia Equipment	36,068
Computer	297,251
Copier	18,440
Computer Equipment	38,385
Laser Printer	19,299
Electronic Timekeeping	20,000
First Aid Kits	7,345
Radio Communications Equipment	328,856
Computer Software	145,577
Lightbar	10,127
Gunholders	4,000
Finance Software	232,000
Emergency Notification	71,600
Rescue Equipment	68,215
Automobiles	654,045
Trucks	452,840
Truck Modification	19,000
Frontend Loader	157,700
Trailer	14,855
Aerial Ladder Replace	530,000
Sewer Jet Lease	65,150
Chloride Disp Tank	11,800
Camera	99,176
Recording Equipment	13,603
Stun Guns	1,000
Carpeting	21,577
HVAC Equipment	25,942
Boiler/Water Heater	265,000
Roof Repairs	218,975
Painting	18,956
Air Conditioning	31,028
Caboose/Train Station	10,000
Sidewalk Replacement Municipal Garage	59,760
Garage	58,800
Driveway Replacement	7,600
Arterial Sidewalks	45,725

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TAX LEVY 2014

	<i>BUDGETED</i>	<i>LEVY</i>
	<i>(APPROPRIATED)</i>	
Crack Seal Program	150,000	
Street Lighting	33,350	
Security Systems	10,402	
Utility Bury/Relocate	139,000	
Remodel Clerk's Office	51,600	
Parking Lot Repair	746,500	
Peripheral Roads	641,000	
Contract Roadway Improvement	969,650	
Communication Infrastructure Plan	77,150	
Property Acquisition	400,000	
Economic Incent Reserve	263,450	
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	11,500,217	0
45. TAX (BOND) STABILIZATION		
Bond (Trustee) Administration Fees	250	
Transfer to Debt Service	185,965	
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	186,215	0
46. SURTAX CAPITAL PROJECTS		
Consulting Services and Studies	677,000	
Train Station Construction	100,000	
Traffic Signals	465,000	
Landscape enhancements	206,892	
EAB Tree Removal/Replacement	2,362,500	
Water Main Construction	150,000	
Contract Roadway Improvements	70,000	
CAD	30,500	
Historic Site Acquisition	100,000	
Property Acquisition	465,000	
Municipal Building Reserve	1,677,000	
Debt Service 2010 /2013 Refunded	395,371	
Debt Service 2003 GO Library	150,000	
Debt Service 2004 GO	165,756	
Debt Service 2009 GO Refunding	107,938	
	<hr/>	
	7,122,957	0
47. MUNICIPAL REAL ESTATE FUND		
LAND ACQUISITION	0	
48. MAIN STREET DEVELOPMENT TRUST		
Part Time Help	20,000	
Postage	1,500	
Meetings and Conferences	300	
Receptions and Meals	1,800	
Printing/Newsletters	3,000	
Employee Health	60	
FICA	1,550	
Main Street Programs	92,300	

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Promotional Advertising	19,000	
Marketing	52,000	
	191,510	0
49. FOREIGN FIRE INSURANCE TAX FUND		
Training	10,000	
Maintenance	50,000	
Dues & Subscriptions	1,000	
Safety Supplies	8,000	
Fire Dept Tools/Equipment	46,000	
	115,000	0
50. WATER/SEWER DEPARTMENT MAINTENANCE AND OPERATION		
Salaries	1,660,388	
Overtime	187,985	
Part Time Help	193,366	
Postage	56,000	
Telephone Communications	33,000	
Wireless Fire Alarm	1,620	
Pagers	1,050	
Mobile Data Communications	5,380	
Training	4,700	
Medical Exam/Drug Tests	600	
Meetings and Conferences	3,000	
Reception and Meals	1,500	
Vehicle Inspection	600	
Printing	47,000	
Bank Charges	28,200	
Legal Notices and Advertising	5,000	
Liability Insurance	170,000	
Employee Health and Life	586,250	
Post Employment Benefits	62,600	
Employment Costs	700	
ICMA/PEBSCO Def. Inc. Program	1,250	
FICA	156,323	
IMRF	277,203	
Electricity	229,000	
Gas	3,000	
Leak Location Survey	29,000	
Maintain Buildings and Structures	36,000	
Maintain Lift Station	25,000	
Maintain Pump Station	72,000	
Maintain Machinery and Equipment	30,000	
Maintain Motor Vehicles	30,000	
Insurance Deductible	20,000	
Radio Maintenance	1,000	
Maintain Camera Monitoring Systems	10,000	
Maintain Computer Equipment	1,500	
Metra San/Storm Easement	6,110	
Machine Rental	94,710	
Duplicating Expenses	1,000	

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i>	<i>LEVY</i>
	<i>(APPROPRIATED)</i>	
Contract Labor Tech	123,935	
Software Licensing	27,845	
Towel and Laundry Service	800	
Dues and Subscriptions	2,200	
Meter Testing	25,000	
Emergency Water/Sewer Repairs	60,000	
Service Contracts	37,050	
Service Contracts/Computer Equipment	3,000	
Other Contractual Services	186,500	
Engineering Services	293,750	
Audit Services	22,000	
Legal Services	1,000	
Water Tank Inspection	9,000	
Vehicle Licenses	500	
Laboratory Fees	12,000	
Soil Testing	5,000	
Rate Study	30,500	
Contract Landscape Maintenance	16,000	
Office Supplies	3,500	
Confectionary Supplies	1,500	
First Aid Supplies	500	
Oak Lawn Water Purchase	13,897,400	
Oak Lawn D/S Phase I Improvements	115,406	
Oak Lawn D/S 2006 Imp	107,030	
Sewer Service - IL American Water	514,000	
MSDG Sewer Agreement Payment	834,000	
Frankfort Sewer Service	257,000	
Expendable Tools	12,000	
Kerosene & LP Gas	500	
Gasoline	50,000	
Oil	3,000	
Diesel	27,200	
Chemical Supplies	13,000	
Tires and Tubes	6,000	
Electrical Supplies	2,000	
Books/Manuals/Brochures	750	
Uniforms	11,100	
Paint Supplies	5,000	
Plumbing Supplies	62,000	
Water Meter Repair Parts	1,500	
Hydrant Repair Parts	15,000	
Landscaping Materials	15,000	
Spoils Disposal	30,000	
Lumber Supplies	500	
Welding Supplies	1,000	
Concrete and Masonry Supplies	30,000	
Asphalt/Road Oil and Tar	20,000	
Sewer Tile Culvert	15,000	
SSES Sewer Lining	200,000	
SSES Manhole Rehab	100,000	
Signs and Sign Material	2,000	
Hardware	5,000	
Safety Supplies	6,500	
Sand, Gravel and Rock	20,000	
Other Operating Supplies	2,000	

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Computer Equipment	7,465	
Electronic Timekeeping	15,000	
Water Meters	125,070	
Automobile	25,000	
Cameras	44,820	
Sewer Televising Equipment	34,452	
Fiber Optic Cabling	14,000	
Hydrants	20,000	
Communications Infrastructure Plan	77,150	
GIS	10,475	
2004 GO Bond Abatement	423,225	
2009 GO Bond Abatement	318,844	
2010 GO Bond Abatement	131,794	
Bond Administrative Fees	500	
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	22,562,296	0
51. SEWER REHAB & REPLACEMENT		
Engineering	21,480	
Sanitary Sewer	95,041	
Manhole Maintenance	125,000	
Lift Station Modification	1,050,000	
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	1,291,521	0
52. WATER & SEWER CONSTRUCTION		
Water Supply System Improvement	819,564	
Water Main Construction	3,000,000	
Watermain Replacement	1,585,750	
Parking Lot Repair	107,100	
	<hr/>	
	5,512,414	0
53. STORM WATER MANAGEMENT		
Retention Pond Maintenance	85,215	
Metra Easements	3,583	
Engineering	574,750	
License & Permits	1,000	
Storm Sewers	75,000	
Culvert Lining	392,500	
2004 GO Bond Abatement	252,420	
2010 GO Bond Abatement	16,487	
Bond Fees	250	
	<hr/>	
	1,401,205	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
54.	WATER RESERVOIR FUND		
	Developer Impact	0	
55.	COMMUTER PARKING LOT		
	Salaries	61,800	
	Overtime	10,000	
	Part Time Help	20,500	
	Printing	8,100	
	Bank Charges	600	
	Liability Insurance	17,000	
	Employee Health and Life	28,000	
	Employment Costs	100	
	FICA	10,200	
	IMRF	15,938	
	Electricity	6,000	
	Water and Sewer	12,500	
	Maintain Machinery and Equipment	2,000	
	Insurance Deductible	10,000	
	Land Rental	19,352	
	Snow Removal Service	155,550	
	Maintain Traffic Signals	6,000	
	Other Contractual Services	1,000	
	Engineering Services	5,500	
	Audit Services	6,000	
	Contract Landscape Maintenance	17,000	
	Expendable Tools	100	
	Chemical Supplies	1,000	
	Electrical Supplies	1,500	
	Uniforms	1,400	
	Paint Supplies	500	
	Concrete and Masonry Supplies	1,000	
	Salt for Ice Control	10,000	
	Signs and Sign Material	100	
	Hardware	50	
	Sand,Gravel and Rock	3,000	
	Other Operating Supplies	100	
	Transfer to Commuter Parking Reserve	16,500	
		448,390	0
56.	COMMUTER PARKING LOT REHAB & REPLACE		
	Fiber Optic Cabling	50,000	
	Park Lot Repair/Resurface	190,200	
	Striping	100,000	
		340,200	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

		<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
57.	TRAIN STATIONS O&M FUND		
	Wireless Fire Alarm	1,950	
	Electricity	51,000	
	Gas	8,000	
	Water and Sewer	6,800	
	Maintain Building	15,200	
	Maintain Sidewalks and Pavers	5,000	
	Cleaning Services	11,400	
	Maintain Machinery and Equipment	10,860	
	Repair & Maintain Cameras	6,700	
	Other Contractural Services	14,800	
	Inspection Services	2,000	
	Electrical Supplies	500	
	Janitorial supplies	1,000	
	Paint Supplies	50	
	Hardware Supplies	700	
	Other Operating Supplies	1,200	
	Furniture Repair/Replacement	4,000	
		141,160	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED (APPROPRIATED)</i>	<i>LEVY</i>
RECAPITULATION		
TOTAL GENERAL CORPORATE PURPOSE	33,771,959	10,385,659
BONDS and INTEREST net of ABATEMENTS	350,000	350,000
SOCIAL SECURITY	1,170,379	950,000
ILLINOIS MUNICIPAL RETIREMENT FUND	1,463,425	1,000,000
POLICE PENSION	2,500,000	2,268,361
POLICE PROTECTION TAX	1,611,900	1,400,000
FIRE PROTECTION TAX	3,150,982	2,050,000
EMERGENCY MANAGEMENT (ESDA/EMA)	2,773,031	676,000
AUDIT EXPENSE	35,500	25,000
INSURANCE	1,000,000	875,000
MOTOR FUEL TAX FUND	2,805,000	0
LOCAL ROAD IMPROVEMENTS	1,287,000	0
CUSTOM SEIZURES FUND	61,488	0
DRUG ENFORCEMENT FUND	55,530	0
ENHANCED 911 SERVICE FUND	822,501	0
HOTEL/MOTEL TAX FUND	1,259,000	0
HOTEL TAX DEBT SERVICE RESERVE	369,540	0
FIRE ALARM FUND	403,279	0
COMMUNITY DEVELOPMENT BLOCK GRANTS	3,999	0
OAK PARK AVENUE TIF DISTRICT (#1)	4,328,955	0
MAIN STREET NORTH TIF DISTRICT (#2)	60,000	0
MAIN STREET SOUTH TIF DISTRICT (#3)	2,356,394	0
SPECIAL SERVICE AREA (#3)	279,010	0
CAPITAL IMPROVE. & REPLACE. FUND	11,500,217	0
TAX (BOND) STABILIZATION FUND	186,215	0
SURTAX CAPITAL PROJECTS FUND	7,122,957	0
MUNICIPAL REAL ESTATE FUND	0	0
MAIN STREET DEVELOPMENT TRUST	191,510	0
FOREIGN FIRE INSURANCE TAX FUND	115,000	0
WATER & SEWER M&O FUND	22,562,296	0
SEWER REHAB & REPLACEMENT FUND	1,291,521	0
WATER & SEWER CONSTRUCTION FUND	5,512,414	0
STORM WATER MANAGEMENT	1,401,205	0
WATER RESERVOIR FUND	0	0

APPENDIX "A"
VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2014

	<i>BUDGETED</i>	<i>LEVY</i>
	<i>(APPROPRIATED)</i>	
COMMUTER PARKING FUND	448,390	0
COMMUTER PARKING REHAB & REPLACE.	340,200	0
TRAIN STATION O&M FUND	<u>141,160</u>	<u>0</u>
TOTAL - VILLAGE OF TINLEY PARK	<u>112,731,957</u>	<u>19,980,020</u>
FREE PUBLIC LIBRARY	4,251,965	4,009,994
BUILDING & SITES - LIBRARY	499,840	485,000
SOCIAL SECURITY - LIBRARY	180,000	175,000
ILLINOIS MUNICIPAL RETIREMENT FUND	285,855	280,000
PUBLIC LIABILITY INSURANCE	110,000	100,000
BOND AND INTEREST after ABATEMENT	526,500	511,950
CAMPAIGN & DONATION FUND	<u>200</u>	<u>0</u>
TOTAL - TINLEY PARK PUBLIC LIBRARY	<u>5,854,360</u>	<u>5,561,944</u>
TOTAL - TINLEY PARK AGENCIES	<u><u>118,586,317</u></u>	<u><u>25,541,964</u></u>

ORDINANCE NUMBER 2014-O-036

AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED APRIL 10, 2008 IN CONNECTION WITH THE ISSUANCE OF \$5,005,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2008-O-010, entitled "An Ordinance Providing for the Issuance of Not to Exceed \$5,200,000 General Obligation Refunding Bonds, Series 2008, of the Village of Tinley Park, Cook and Will Counties, Illinois, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds, and Further Providing for the Execution of a Deposit and Direction Agreement in Connection with Such Issuance", adopted March 25, 2008; and

WHEREAS, on April 10, 2008, the Village President, Trustee Patrick E. Rea as Finance Chair, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,005,000 General Obligation Refunding Bonds, Series 2008, of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2008-O-010 and issued a Bond Order (the aforementioned Deposit and Direction Agreement) detailing the sale and the Series 2008 bonds, the refunding of outstanding 1998 bonds, terms of the \$5,005,000 General Obligation Refunding Bonds, Series 2008, and the taxes to be levied to provide for the debt service of the Series 2008 Bonds as contained in Exhibit III of the Bond Order, as corrected; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond

Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$601,800 to be derived from the Village's Oak Park Avenue Tax Increment Financing District Fund; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds derived from the herein described source above be used to abate the entire payment of interest and principal on the aforesaid bonds for the tax levy year 2014.

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 ONE

That the sum of \$601,800 which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$601,800 for principal and interest on said bonds be and the same is hereby abated.

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$5,005,000 General Obligation Refunding Bonds, Series 2008, as provided for in the Bond Order dated April 10, 2008, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16th day of December, 2014, by the President of the Village of Tinley Park.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST: _____
 PATRICK E. REA
 VILLAGE CLERK

ORDINANCE NUMBER 2014-O-037

AN ORDINANCE ABATING A PORTION OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-007, entitled "An Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Refunding Bonds, Series 2009A, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance," adopted February 24, 2009; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-008, entitled "An Ordinance providing for the issuance of not to exceed \$1,000,000 General Obligation Bonds, Series 2009B, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds," adopted February 24, 2009; and

WHEREAS, on March 3, 2009, the Village President, Trustee Patrick E. Rea as Finance Chair, and Treasurer (the Designated Officers) entered into a contract for the sale of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinances 2009-O-007 and 2009-O-008

and issued a Bond Order detailing the sale and the Series 2009 bonds, the refunding of certain outstanding Series 2000, Series 2001, and Series 2002 bonds, terms of the Series 2009 bonds, and the taxes to be levied to provide for the debt service of the Series 2009 bonds as contained in Exhibit III of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$608,770 to be derived from the Village's Water and Sewer Revenue Fund (\$318,404.92), Tax/Bond Stabilization Fund (\$185,227.58), and Surtax Capital Projects Fund (\$105,137.50); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Water and Sewer Revenue Fund, Tax/Bond Stabilization Fund, and Surtax Capital Projects Fund be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2014.

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 ONE

That the sum of \$608,770, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$958,770 for principal and interest on said bonds be and the same is hereby reduced in the amount of \$608,770, leaving a 2014 levy in the amount of \$350,000 to pay for the remaining portion of said principal and interest on the bonds.

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating a portion of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 as provided for in the Bond Order dated March 3, 2009, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

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ORDINANCE NUMBER 2014-O-038

AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED DECEMBER 16, 2009 IN CONNECTION WITH THE ISSUANCE OF \$16,380,000 TAXABLE GENERAL OBLIGATION BONDS SERIES 2009A (BUILD AMERICA BONDS - DIRECT PAYMENT) OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-061, entitled "An ordinance providing for the issuance of one or more series of General Obligation Bonds (Tax Exempt and Taxable), of the Village of Tinley Park, Cook and Will Counties, Illinois, to provide for the payment of costs of improving the Tinley Park Convention Center, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds," adopted November 17, 2009; and

WHEREAS, on December 16, 2009, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$16,380,000 Taxable General Obligation Bonds, Series 2009A, (Build America Bonds - Direct Payment) of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2009-O-061 and issued a Bond Order detailing the sale and the Series 2009A bonds, terms of the Series 2009A bonds, and the taxes to be levied to provide for the debt service of the Series 2009A bonds as contained in Exhibit II of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$84,299.24 to be derived from the United States Treasury as a Credit Payment of 35% of the 2015 annual interest on aforesaid Build America bonds; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$2,121,555.76 to be derived from the Village's Oak Park Avenue Tax Increment Financing District Fund; and

WHEREAS, any shortfall in the aforesaid Credit Payment received from the United States Treasury shall be derived from the Village's Oak Park Avenue Tax Increment Financing District Fund aforementioned; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Oak Park Avenue Tax Increment Financing District Fund, and to be derived from the United States Treasury as Credit Payment of a portion of the interest on the aforesaid Build America Bonds, be used to abate all of the payment of interest and principal on the aforesaid bonds for the tax levy year 2013.

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 ONE

That the sum of \$2,205,855, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the

bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$2,205,855 for principal and interest on said bonds be and the same is hereby abated.

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$16,380,000 Taxable General Obligation Bonds, Series 2009A, (Build America Bonds - Direct Payment) as provided for in the Bond Order dated December 16, 2009, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16th day of December, 2014, by the President of the Village of Tinley Park.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST: _____

PATRICK E. REA
VILLAGE CLERK

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16th day of December, 2014, by the President of the Village of Tinley Park.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST: _____
 PATRICK E. REA
 VILLAGE CLERK

ORDINANCE NO. 2014-O-039

AN ORDINANCE ABATING A PORTION OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2003-O-056, entitled "An Ordinance Providing for the Issue of \$9,700,000 General Obligation Library Bonds, Series 2003, of the Village of Tinley Park, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on Said Bonds", adopted June 24, 2003, providing for the borrowing of money and have issued bonds of the Village of Tinley Park in the amount of \$9,700,000; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance being Ordinance Number 2011-O-037, entitled "An ordinance providing for the issuance of not to exceed \$7,200,000 General Obligation Refunding Bonds, Series 2011, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of a bond order in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds," adopted July 5, 2011, which directed the refunding of said General Obligation Library Bonds, Series 2003 aforementioned; and

WHEREAS, on August 16, 2011, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,940,000 General Obligation Refunding Bonds, Series 2011 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2011-O-037 and issued a Bond Order detailing the sale and the Series 2011 bonds, terms of the Series 2011 bonds, and the taxes to be levied to provide for the debt service of the Series 2011

bonds as contained in Exhibit III of the Bond Order. Said Series 2011 bonds issued for the sole purpose of refunding the aforementioned General Obligation Library Bonds, Series 2003; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$150,000, said estimated sum to be received from the Village's Surtax Capital Projects Fund; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds derived from the herein described source be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2014.

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 ONE

That the sum of \$150,000, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$661,950 for principal and interest on said bonds be and the same is hereby abated and reduced in the amount of \$150,000 leaving a 2014 levy in the amount of \$511,950 to pay the remaining portion of said interest and principal on the bonds.

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance, abating a portion of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$5,940,000 General Obligation Refunding Bonds, with the Clerk's Office of both Cook and Will Counties, Illinois, as provided for in the Bond Order dated August 16, 2011, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16th day of December, 2014, by the President of the Village of Tinley Park.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST: _____
 PATRICK E. REA
 VILLAGE CLERK

ORDINANCE NUMBER 2014-O-040

AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JANUARY 26, 2012 IN CONNECTION WITH THE ISSUANCE OF \$5,235,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance number 2004-O-070, entitled "An Ordinance Providing for the Issue of \$8,450,000 General Obligation Corporate Purpose Bonds, Series 2004, of the Village of Tinley Park, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on Said Bonds", adopted October 5, 2004, providing for the borrowing of money and have issued bonds of the Village of Tinley Park in the amount of \$8,450,000; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2011-O-065, entitled "An Ordinance Providing for the Issuance of Not to Exceed \$5,750,000 General Obligation Refunding Bonds, Series 2012, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of a bond order and escrow agreement in connection therewith, and providing for levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds," adopted December 20, 2011; which directed the refunding of the Series 2004 bonds aforementioned; and

WHEREAS, on January 26, 2012, the Village President, Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,235,000 General Obligation Refunding Bonds, Series 2012, of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2011-O-065 and issued a Bond Order detailing the sale and the Series 2012 bonds, the refunding of outstanding 2004 bonds, terms of the \$5,235,000 General Obligation Refunding Bonds, Series 2012, and the taxes to be levied to

provide for the debt service of the Series 2012 Bonds as contained in Exhibit III of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$841,400 to be derived from the Village's Water and Sewer Revenue Fund (\$423,224.20), Stormwater Management Fund (\$252,420.00), and Surtax Capital Projects Fund (\$165,755.80); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Water and Sewer Fund, the Storm Water Management Fund, and the Surtax Capital Projects Fund be used to abate the entire payment of interest and principal on the aforesaid bonds for the tax levy year 2014.

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 ONE

That the sum of \$841,400 which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$841,400 for principal and interest on said bonds be and the same is hereby abated.

ORDINANCE NUMBER 2014-O-041

AN ORDINANCE ABATING ALL OF THE 2014 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2013-O-014, entitled "An ordinance providing for the issuance of not to exceed \$13,950,000 General Obligation Bonds, Series 2013, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds," adopted June 4, 2013; and

WHEREAS, on June 5, 2013, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$11,340,000 Taxable General Obligation Bonds, Series 2013 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2013-O-014 and issued a Bond Order detailing the sale and the Series 2013 bonds, terms of the Series 2013 bonds, and the taxes to be levied to provide for the debt service of the Series 2013 bonds as contained in Exhibit III of the Bond Order; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$372,180.00 to be derived collectively from the Village's Oak Park Avenue Tax Increment Financing District Fund and the Village's Hotel/Tax Debt Service Reserve Fund; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be \$558,270.00 to be derived from the Village's Surtax Capital Projects Fund (\$398,735.02), Water and Sewer Revenue Fund (\$132,914.79), Stormwater Management Fund (\$16,627.15), and Main Street South Tax Increment finance District fund (\$9,993.04); and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate all of the payment of interest and principal on the aforesaid bonds for the tax levy year 2014.

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 ONE

That the sum of \$930,450.00, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the bonds which fall due on or before December 1, 2015, and that portion of the Bond Order which provides for a 2014 tax levy to meet the requirements to pay \$930,450.00 for principal and interest on said bonds be and the same is hereby abated.

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$11,340,000 General Obligation Bonds, Series 2013, as provided for in the Bond Order dated June 5, 2013, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16TH day of December, 2014, by the President of the Village of Tinley Park.

Edward J. Zabrocki
VILLAGE PRESIDENT

ATTEST: _____
PATRICK E. REA
VILLAGE CLERK

SECTION TWO

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2014 tax levy requirement for the payment of principal and interest due on the issuance of \$5,235,000 General Obligation Refunding Bonds, Series 2008, as provided for in the Bond Order dated January 26, 2012, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

SECTION THREE

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 16th day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS: None

ABSENT: None

APPROVED this 16th day of December, 2014, by the President of the Village of Tinley Park.

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST: _____
 PATRICK E. REA
 VILLAGE CLERK

RESOLUTION NO. 2014-R-045

**RESOLUTION AUTHORIZING THE EXECUTION OF
WATSON FAMILY HYUNDAI, INC. INDUCEMENT AGREEMENT**

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 Watson Family Hyundai, Inc., 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 December, 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 _____, 2014, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

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, qualified and acting 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-045

**RESOLUTION AUTHORIZING THE EXECUTION OF
WATSON FAMILY HYUNDAI, INC. INDUCEMENT AGREEMENT**

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

I further certify that the vote on the question of the adoption 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 _____, 2014.

Village Clerk

**INDUCEMENT AGREEMENT -
WATSON FAMILY HYUNDAI INC.**

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 **WATSON FAMILY HYUNDAI INC.**, an Illinois Corporation (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) The Company is the owner of certain developed real property, legally described in **EXHIBIT ‘A’** attached hereto and made a part hereof, at 8101 West 159th Street, Tinley Park, Illinois, 60477 (hereinafter referred to as the “Subject Property”). The Company, after receipt of the promises and inducements contained herein, plans to make interior and exterior franchise-mandated improvements to the existing Hyundai automobile sales dealership (the “Business”) at the Subject Property (hereinafter referred to as the “Project”). As of the date of this Agreement, the cost of said Project is anticipated to be approximately EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00).

(c) The Village is desirous of having the Subject Property improved to meet the requirements of a Hyundai new car dealership, in order to service the needs of the Village and its residents, and the Project will increase employment opportunities in the Village, arrest decline in economic conditions existing in the Village, stimulate commercial growth, improve the aesthetics along 159th Street which is one of the most travelled roadways in the Village and one of the busiest commercial areas of the Village, 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 Hyundai automobile dealership on the Subject Property. Additions or replacements of other potential automobile sales dealerships are expressly excluded from the provisions of this Agreement.

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”) including but not limited to construction of any signs, 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 signage 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, except for a transfer of ownership to a Watson family

owned or controlled trust, 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 as a Hyundai new car automobile dealership 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 SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$266,667)**, 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):

- 1st quarter - December, January, February - reported in May
- 2nd quarter - March, April, May - reported in August
- 3rd quarter - June, July, August - reported in November
- 4th 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 as evidenced by a certificate of the Company's architect and as confirmed 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 HUNDRED AND FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$505,250)** (hereinafter referred to as the "Incentive Base") (being the average sales tax revenue from the dealership for the four calendar years 2010 to 2013). 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 the Incentive Base received in the Initial Incentive Year and the individual Subsequent Incentive Years, the Company shall be entitled to thirty-three percent (33%) of the sales tax revenue received in excess of the Incentive Base, with the Village retaining the remaining sixty seven percent (67%) of the excess over the Incentive Base 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)(l) 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 SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS** (\$266,667) under the provisions of this Agreement. If the Company has not received the total sum of **TWO HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS** (\$266,667) 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 SIXTY-SIX THOUSAND AND SIX HUNDRED SIXTY-SEVEN DOLLARS** (\$266,667) 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 and the Business is not open to the public for business on or before December 31, 2015, 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 July 1, 2015, 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 December 31, 2015, 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 corporation organized in and in good standing under the laws of the 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 EIGHT HUNDRED THOUSAND DOLLARS (\$800,000).

(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.

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, such amount not to exceed \$3500:

- (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 \$266,667 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 Board of Directors 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

Watson Family Hyundai, Inc. an
Illinois Corporation

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

ORDINANCE NO. 2014-O-046

**AN ORDINANCE AMENDING CHAPTER 31 OF ARTICLE III OF THE
TINLEY PARK MUNICIPAL CODE – TERM LIMITS**

WHEREAS, the Village of Tinley Park is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 6(f) of Article VII of the Illinois Constitution of 1970 provides a home rule unit with “the power to provide for its officers, their manner of selection and terms of office only as approved by referendum or as otherwise authorized by law”; and

WHEREAS, the President and Board of Trustees adopted Resolution No 2014-R-031 which called for the submission of a public question at referendum, regarding limitations on terms of office for persons elected to certain Village offices at the April 7, 2015 election and at elections thereafter; and

WHEREAS, said public question was based on the report of the Village of Tinley Park Term Limits Commission, which was established by the Village of Tinley Park to study the issue of term limits, and which determined that a full recommendation for the institution of term limits could not be made but that if term limits were adopted they should be for three (3) terms of four (4) years, in a consecutive format, and without retroactivity for any sitting officials; and

WHEREAS, said public question was voted on at the November 4, 2014 general election and the public question was answered affirmatively by a majority of those voting; and

WHEREAS, amendment is needed to the Tinley Park Municipal Code to apply the results of said referendum to the terms of office of those individuals who are elected to office at the April 7, 2015 election and who are elected to the same office in subsequent elections.

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: That the Whereas clauses set forth above are incorporated herein as substantive provisions of this Ordinance.

Section 2: That Chapter 31 of Title III of the Tinley Park Municipal Code, be and is hereby amended by adding new paragraph 31.030 thereto, to read in its entirety as follows:

“§31.030 TERM LIMITS FOR ELECTED OFFICIALS

Pursuant to the binding referendum approved at the November 4, 2014 election, the terms of office for those persons elected to the offices of Village President, Village Clerk or Village Trustee in the Village of Tinley Park, at the April 7, 2015 consolidated election and at each election for any of said offices thereafter, are hereby limited such that no person so elected may serve more than three (3) consecutive full four (4) year terms in the same office. In this regard, once a person is elected to one of the offices stated above at the April 7, 2015 election, and that person thereafter serves three (3) consecutive full four (4) year terms in that particular office, said person may not serve again in said particular office until after another person has first served in said particular office.”

Section 3: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5: The provisions of this Ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

Section 6: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

ADOPTED this ____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2014.

VILLAGE PRESIDENT

ATTEST:

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-046

**AN ORDINANCE AMENDING CHAPTER 31 OF ARTICLE III OF THE
TINLEY PARK MUNICIPAL CODE – TERM LIMITS**

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

By: _____
Village Clerk

PAMPHLET

FRONT OF PAMPHLET

ORDINANCE NO. 2014-O-046

**AN ORDINANCE AMENDING CHAPTER 31 OF ARTICLE III OF THE
TINLEY PARK MUNICIPAL CODE – TERM LIMITS**

Published in pamphlet form this _____ day of _____, 2014, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: _____
Village Clerk

PAMPHLET

BACK OF PAMPHLET

ORDINANCE NO. 2014-O-046

**AN ORDINANCE AMENDING CHAPTER 31 OF ARTICLE III OF THE
TINLEY PARK MUNICIPAL CODE – TERM LIMITS**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park,
Cook and Will Counties, Illinois.

Memorandum



TO: Dale Schepers, Public Works Director
From: Kelly Borak, Street Superintendent
Date: 25 August, 2014
Subject: Recommend Contract Award: Tree Planting Service Contract

Presented for 27 August 2014, Public Works Committee discussion and possible action:

Description: The scope of work is to plant approximately 3,500 trees as part of a proposed three year program to replace over 10,000 ash trees that have died as a result of the emerald ash borer. The scope of work will also include approximately 75 trees that cost will be reimbursed by a grant received from the Morton Arboretum.

The bid is structured in three components

1. Pricing for tree replacements for year 1, beginning fall 2014
2. Pricing for tree replacements funded by the grant
3. Pricing for tree replacements for future years (2 and 3), which may be considered at the Village's sole discretion.

The bid award will be based on the lowest price for year 1 and the grant work (items 1 and 2).

This project was advertised in accordance with state bidding laws and received two (2) sealed bids. Bids were opened and read publicly on Thursday, 21 August, 2014, at 1:30 PM by the Deputy Village Clerk, with the Public Works Director present and received as follows:

<u>Contractor</u>	<u>Year 1</u>	<u>Grant Work</u>	<u>Bid Total</u>	<u>Year 2</u>	<u>Year 3</u>
Beary Landscaping, Lockport, IL	\$1,236,900	28,810	1,265,710	1,271,900	1,306,900
Acres Group, Wauconda, IL	\$1,413,879	35,680	1,449,559	1,658,330	1,821,902

Budget / Finance: Funds are budgeted and available in the Capital Improvements Fund

Budget Amount:	\$1,725,000
Grant Amount:	<u>\$ 30,000</u>
Total Funding Available	\$1,755,000
Contract Amount:	<u>\$1,265,710</u>
Difference - UNDER BUDGET	\$ 489,290

Recommendation: Beary Landscaping's bid has been reviewed by the Village's Landscape Architect, Site Design Group (SDG) and found to be accurate and in order. SDG has issued a letter recommending approval.

Staff Direction Request:

1. Approve a contract with Beary Landscaping, Lockport, IL, in the amount of \$1,265,700.
2. Direct staff as necessary.

RESOLUTION NO. 2014-R-044

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT
WITH BEARY LANDSCAPING FOR TREE PLANTING – ASH
REPLACEMENT PROGRAM**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, previously approved and entered into a Contract with Beary Landscaping (the “Contractor”) for tree planting to replace Village trees which were removed due to emerald ash borer infestation (the “Contract”); and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a proposed Change Order to said contract which is attached hereto as **EXHIBIT 1**, and which would increase the number of replacement trees being planted this year; and

WHEREAS, the Contract was entered into in an amount not to exceed \$1,265,710.00, which amount was substantially less than the budgeted amount for tree replacement for this year and which therefore allows more trees to be replaced within the current year’s budget; and

WHEREAS, the Village is satisfied with the performance of the Contractor to date; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, upon recommendation of staff, have determined that it is in the best interests of said Village of Tinley Park that said Change Order be entered into and approved 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 the 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 Change Order be entered into and executed by said Village of Tinley Park, with said Change Order to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1.**

Section 3: That the President and Board of Trustees of the Village of Tinley Park hereby find and determine that (1) the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; (2) the changes affected by the Change Order are germane to the original Contract as signed; and (3) the changes effected by the Change Order are in the best interests of the Village and are authorized by law.

Section 4: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute said Change Order for and on behalf of said Village of Tinley Park.

Section 5: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this ____ day of _____, 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 _____, 2014, by the President of the
Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1 – CHANGE ORDER NO. 1

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-044

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH BEARY LANDSCAPING FOR TREE PLANTING – ASH REPLACEMENT PROGRAM

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

Village Clerk



Village of Tinley Park Change Order Form

Change Order No. 1
 Date: 11/6/2014
 Date Approved: _____

Name of Project Tree Planting: Ash Replacement Program
 Department Public Works
 Contractor Beary Landscaping

The following changes are hereby made to the CONTRACT DOCUMENTS:
 Extend the number of trees to plant in the current budget year by an additional 1,386, in the amount not to exceed \$489,290.00

Justification:
 Public Works Committee concurs with staff recommendation to plant as many trees as possible in the first year of the planting program within the available funding in the approved FY15 budget.

Original CONTRACT AMOUNT	\$ 1,265,710.00
Previous CHANGE ORDER(S) No(s). _____	\$ -
Current CONTRACT AMOUNT with all previous changes to date	\$ 1,265,710.00
This CHANGE ORDER AMOUNT	\$ 489,290.00
NEW CONTRACT AMOUNT including this change order	\$ 1,755,000.00
TOTAL CHANGE to CONTRACT AMOUNT - All Change Orders	38.66%
EXTENSION OF CONTRACT TIME IN DAYS	N/A
REVISED FINAL COMPLETION DATE	N/A

Approvals Required:

To be effective this Order must be approved by the Village if it changes the scope or objective of the PROJECT, or as may otherwise be required by the CONTRACT.

Requested by:	<u>MIKE FLANN</u> Contractor	<u>11-12-14</u> Date
Recommended by:	<u>Mitch Murdock</u> Project Manager	<u>11-12-14</u> Date
Ordered by:	<u>[Signature]</u> Department Director	<u>11-12-14</u> Date
Accepted by:	_____ Village Manager	_____ Date
Approved by:	N/A Mayor	_____ Date



Interoffice **Memorandum**

Fire Department

FD Memo #14-98

Revised Date: November 19, 2014

Original Date: November 14, 2014

To: Kenneth C. Dunn, Fire Chief

From: Kris R. Dunn, Assistant Chief / Operations

Re: MABAS 24 Radio Grant

Overview

As a member of MABAS 24, the Tinley Park Fire Department is eligible to participate in a grant that was recently awarded to the Division. This grant is for a new interoperable radio system that includes both mobile and portable radios as well as laptop computers with integrated software.

The six (6) Motorola APX 4500 P25 Mobile Radios and twenty-three (23) APX 7000XE Portable Radios both interoperate seamlessly between agencies that use UHF or VHF radio systems. They also differ from our current radios in the fact that they have a longer range than our current radios yet still work with our current radio infrastructure in town.

The grant also covers the purchase of Panasonic Toughbook Model #31 laptop computers as well as vehicle mounting hardware for our fire engines and trucks. We use these computers as Mobile Dispatch Terminals. They contain incident information like addresses, special notes about the property or emergency, and GPS directions. At the beginning of 2014, the IT Department found that all of the laptops that we currently use will have to be replaced in the 2015 budget, including the mounting hardware. This grant will cover most of that cost.

The primary and most important reason the radio grant was written is because of the APX P25 Personnel Accountability Application. Each portable radio is individually assigned to a firefighter at the beginning of their shift and through GPS; we are able to follow that firefighter as they work at an emergency scene. The firefighter's information is tracked by laptop in the Incident Commander's car or the laptop on the fire engine. If that fire company goes on Mutual Aid to another jurisdiction they will automatically populate on the IC's laptop as they get on scene. This increases the safety of every firefighter on the scene no matter what town they respond to.

The grant was for just over \$1,000,000 with the individual fire department to match 10% of the department's cost. The Tinley Park Fire Department requested just over \$200,000 worth of equipment and was granted \$157,941. While we did not get everything we requested, we will receive enough to get a huge head start on



switching over to this new MABAS Divisional Radio Program. This equipment will cost the Village \$15,794. This money was not put into the 2015 budget or the 5-Year Capital Plan. We were not aware of the grant at the FD time that we submitted the budget for 2015 and we were using the line #72550 R&M Radios to update several radios on a turnover program each year so it would also not show up in the 5-Year Capital Plan.

Because of the safety factor and our need to keep up with the MABAS Division it will be necessary for the Fire Department to purchase these radios and laptop computers either via the proposed grant or over the next few fiscal years.

Physical Equipment to be Purchased:

(6) Toughbooks (Model #31) and mounting hardware

(6) Motorola APX 4500 P25 Mobile Radios

(23) XE7000 Portable Radios

Spare batteries, chargers, speaker microphones and carrying holsters

Accountability software

Recommended Financing

Staff has met with the finance department and Treasurer and the FY2015 Budget can absorb the required Village match of \$15,794 through the use of savings in several fire department line and capital items, primarily including:

1. Savings on Fire Department Capital Projects; and
2. Radio Repair, Maintenance and Replacement line item.



Kristopher R. Dunn
Asst. Chief / Operations

KRD/caf

cc: S. Klotz, Dep. Fire Chief
FD Memo File



2015

PARATRANSIT SERVICE PROVIDER AGREEMENT

BY AND BETWEEN

SUBURBAN BUS DIVISION

OF THE

REGIONAL TRANSPORTATION AUTHORITY (PACE)

AND

Village of Tinley Park
SERVICE PROVIDER

PROVIDER

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

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EXHIBIT G	Form Of Opinion Of Service Provider's Counsel

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, to be effective as of January 1, 2015, by and between the SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, operating under the name and hereinafter referred to as "Pace" and "Service Provider" as shown on the cover page to this Agreement.

WITNESSETH:

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (70 ILCS 3615/1.02); and

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace desires to have Service Provider provide the Transportation Services as described in this Agreement and Service Provider desires to provide such services;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Service Provider HEREBY AGREE as follows:

ARTICLE I

DEFINITIONS

Agreement Term. The term specified in Section 11.1 of this Agreement, as such term may be reduced or extended pursuant to the provisions of this Agreement.

Approved Budget. The budget of approved expenses attached to this Agreement as Exhibit A, as the same may be revised from time-to-time pursuant to this Agreement.

Approved Maximum Service Reimbursement Amount. The amount shown on the Approved Budget for the line designated "Approved Maximum Service Reimbursement Amount," as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Equipment. Pace Equipment and Service Provider Equipment.

Service Provider Application. The submission of a proposed budget and related material in accordance with Section 10.9 shall be the Service Provider's reimbursement application to Pace.

Service Reimbursement Amount. The total amount payable pursuant to Section 10.1 of this Agreement.

Line Item. A specific, separately identified category of expense listed on the Approved Budget.

Line Item Budget. The amount of the Approved Budget allocated to a specific Line Item.

Line Item Budget Maximum. The amount shown on the Approved Budget for each Line Item, as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Monthly Report. The monthly report of revenue and expenses and other reports and information as described in the Pace Paratransit Manual.

Pace Equipment. All assets of every kind, including Pace Vehicles provided by Pace to the Service Provider, at any time, whether before or after the execution of this Agreement.

Pace Paratransit Manual. The manual of Pace policies, practices and procedures prepared and regularly amended, revised and supplemented by Pace, as it may be from time to time amended, revised or supplemented by Pace during the Agreement Term. All references to the Pace Paratransit Manual shall be deemed to be references to the most current provisions of the Pace Paratransit Manual. All references to any specific section, exhibit or provision of the Pace Paratransit Manual are for convenience only and shall be deemed to be references to any and all relevant provisions of the Pace Paratransit Manual.

Pace Vehicle. All Vehicles of every kind provided by Pace to the Service Provider at any time, whether before or after the execution of this Agreement and whether in connection with this Agreement or in connection with any prior agreement or relation between Pace and Service Provider or in connection with the provision of services pursuant to this Agreement or any prior agreement or relation, including, without limitation, all Vehicles listed in Exhibit B hereto, and all other Vehicles provided by Pace to Service Provider, whether or not listed on Exhibit B hereto.

Operating Expenditure. This term shall mean all expenses properly classified as operating expenses incurred by the Service Provider but in no event shall include:

- (a) any amount required to be paid by Service Provider to Pace pursuant to this Agreement or pursuant to any other agreement between Pace and Service Provider;
- (b) any expense not incidental to, or necessary for, the provision of the Transportation Services;
- (c) any excessive or unreasonable expense;
- (d) any expense for local government taxes, fees, licenses or other charges unless specifically included in the Approved Budget or its supporting documents or unless approved in writing by Pace;

- (e) any expense not made in conformance with the Approved Budget or at the direction or with the approval of Pace or pursuant to a requirement of federal or state law determined by Pace to be applicable;
- (f) any expense for insurance policies which are duplicative of coverage provided under Pace's Risk Management Program (as provided in Article XIII of this Agreement);
- (g) any expense resulting from the amortization or payment of any debt incurred prior to the Agreement Term or incurred without the approval of Pace;
- (h) any interest expense unless approved in writing by Pace;
- (i) any sinking fund expense;
- (j) any expense resulting from the amortization of any intangible cost to the extent it does not meet the evaluative criteria for allowable amortization established by Pace from time to time;
- (k) any depreciation expense;
- (l) any non-cash expense incurred or accrued without Pace's prior written approval; and
- (m) any expenses related to service identified in Exhibit D as not being reimbursed by Pace.

Risk Financing Program. The risk management program established by Pace to consolidate into a single comprehensive system the administration of all bodily injury and property damage claims asserted against Pace and Service Providers arising from Transportation Services provided with Pace vehicles, as the same may be from time to time amended or revised, as further described in Section 8.2 of this Agreement.

Transportation Revenue. All amounts properly classified as revenue or income generated by, derived from, attributable to or related to the Transportation Services during the Agreement Term, regardless of the date of collection. This term shall not include any funds agreed to by Pace to be designated as local share in an Approved Budget.

Transportation Services. The services specified in Subsection 2.1A of this Agreement and Exhibit D as the same may be modified from time to time pursuant to the provisions of Subsection 2.1B of this Agreement.

Vehicle. Any means of transportation or conveyance such as, but not limited to, a bus, a truck, a van, or an automobile.

ARTICLE II

SCOPE AND DESCRIPTION OF SERVICES

Section 2.1. Transportation Services.

A. Transportation Services. Throughout the Agreement Term, Service Provider, acting as an independent contractor for the benefit of Pace and not as an agent for Pace, agrees to provide the service as described in Exhibit D. As an integral part of providing such service, Service Provider shall at all times:

- (1) comply with all Pace service standards as set forth in the Pace Paratransit Manual;
- (2) comply with all of the other provisions of this Agreement;
- (3) take reasonable steps to assure the safety and reasonable comfort and convenience of the public utilizing such service;
- (4) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to collection, security for and disposition of fares and other Transportation Revenue;
- (5) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation services;
- (6) comply with all of the policies, practices, procedures, terms and conditions required by use of federal, State of Illinois and RTA funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons, the prohibition of charter bus operations, the prohibition of school bus operations, employment, and reporting;
- (7) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to the availability and distribution of schedules and other printed material related to such service and related transportation services;
- (8) conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical and efficient manner;
- (9) comply with all Pace efforts to improve service efficiency; and
- (10) comply with all applicable provisions of federal, state and local law.

B. Changes in Transportation Services.

- (1) Service Provider Initiated Changes. Service Provider shall not, without the prior written approval of Pace, initiate or permit any change to the Transportation Services specified in Subsection 2.1A above or Exhibit D. Service Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to Pace at least 45 days in advance of the date on which the change is proposed to take effect. Such change shall not be implemented unless expressly approved in writing by Pace. Notwithstanding the foregoing, Service Provider may implement minor operational

changes that will neither (a) affect any fare or system for passes, transfers, interconnections or similar programs nor (b) substantially change the service area or service hours provided Service Provider first gives Pace at least 30 days notice of its intent to make such minor change and if Pace has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Service Provider may, in addition, make minor operational changes of an emergency nature without Pace approval; provided, however, that no such change shall be made that would increase reimbursement by Pace and provided, further, that Service Provider shall give Pace notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.

- (2) **Pace Initiated Changes.** Pace may modify the Transportation Services upon written notice to the Service Provider, to reflect decisions made by Pace with regard to the service design and operation of the service. Pace further reserves the right to modify the Transportation Services described in Exhibit D and to adjust the Approved Budget.
- (3) **Pace Discretion.** Nothing in this Subsection 2.1B shall be construed to require Pace to approve any change to the Transportation Services specified in Subsection 2.1A, and Pace may withhold its approval of any such change in its sole discretion.

Section 2.2. Force Majeure. Service Provider shall not be in default in its obligation to provide Transportation Services as herein required to the extent that it is unable to provide such services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient vehicles through no fault of the Service Provider and other events and conditions that are beyond the reasonable ability of Service Provider to control or remedy and that render provision of such service impossible or not reasonably feasible. In any such case, Service Provider shall provide such modified or reduced services as are practicable under the circumstances and shall use all reasonable efforts to restore full services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or the imminent threat of the occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Service Provider shall notify Pace by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on Transportation Services;
- (4) The modified or reduced service that Service Provider proposes to provide during the continuation of the event or condition; and

(5) The steps Service Provider proposes to take to restore full service.

ARTICLE III

EQUIPMENT

Section 3.1. Provision of Equipment By Pace.

A. Pace Rights With Respect to Pace Vehicles and Other Pace Equipment. This Agreement applies to all Pace Equipment provided by Pace to Service Provider at any time. If Paragraph A of Exhibit B contains the word "NONE," and no Pace Equipment is provided to the Service Provider during the Agreement term, Section 3.1, Section 3.2, and Section 3.3 shall be of no force or effect; otherwise, it shall apply to any Vehicles listed in Exhibit B. Pace reserves the absolute right, in its sole discretion, (1) to determine the number and type of Pace Vehicles provided to Service Provider, (2) to substitute or replace any Pace Vehicles provided to Service Provider and (3) to direct the return to Pace or its designee of any or all Pace Vehicles at any time; provided, however, that in the absence of fault by Service Provider or other good cause, Pace shall not take action under this Paragraph 3.1A that would have the effect of preventing or materially and adversely affecting the ability of Service Provider to provide the Transportation Services as that service may be modified in accordance with Subsection 2.1(B)(2).

B. Pace Equipment Provided; Inventory and Documentation. Service Provider agrees to comply with all Pace procedures for handling Pace Equipment in accordance with the Pace Paratransit Manual. Service Provider agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Service Provider. Service Provider shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession, all as required by the Pace Paratransit Manual. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of Exhibit B.

C. No Consideration. Service Provider shall not be required to pay any separate consideration for the use of the Pace Equipment during the Agreement Term.

D. Service Provider Acceptance of Pace Equipment. Service Provider shall accept delivery of Pace Equipment at such times and places within the six county region as Pace shall designate upon notice to Service Provider that such Equipment is available for delivery. In case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment

at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect, refusal or failure shall be reimbursed by Service Provider immediately upon written demand by Pace. Such costs and expenses shall not be an Operating Expenditure for purposes of this Agreement.

E. Pace Equipment Returns and Substitutions. Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by Service Provider at the time and to the place designated by Pace within the six county region. Service Provider also shall accept delivery of any substitute Pace Equipment at the time and place designated by Pace within the six county region. All terms and conditions of this Agreement shall apply to such substitute Pace Equipment.

F. Surplus Pace Equipment. Any Pace Vehicle not scheduled for use in providing or supporting the Transportation Services and not required as a spare, as determined by Pace, for a period of ten days or more shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing Transportation Services or other services pursuant to this Agreement shall be considered surplus Pace Equipment. Pace may require Service Provider either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee or to store it at such locations as Pace may direct.

G. Pace Right to Repossess Pace Equipment. Upon the failure of Service Provider to return or deliver any Pace Equipment as directed by Pace, or if Service Provider fails to use, repair or maintain any Pace Equipment as required by this Agreement, Service Provider shall permit Pace, without demand, legal process, or a breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. Service Provider shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection. Such costs shall not be Operating Expenditures under this Agreement.

H. Pace Equipment Inspection. Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected at any time, with or without prior notice to Service Provider. Pace shall also have the right to demand from time to time a written statement from Service Provider setting forth the condition of the Pace Equipment or any part of it. Service Provider shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefore. Should Pace or its designee determine, in its sole discretion, that any Pace Equipment has not been maintained in accordance with this Agreement or the Pace Paratransit Manual, Pace or its designee shall report all deficiencies

to Service Provider in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicle in service, Service Provider shall have 30 days to correct the reported deficiencies.

I. Return of Pace Equipment and Related Records Upon Termination. Immediately following termination of this Agreement, whether by completion of the Agreement Term or any reason, Service Provider shall surrender and deliver to Pace all Pace Equipment and related records as required by Section 11.4 of this Agreement.

J. Title to Pace Equipment; Licensing and Registration. Service Provider acknowledges and agrees that Pace owns all the Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace in the name of Pace and at the expense of Pace. Nothing contained herein shall affect Pace's absolute ownership of and title to the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. Service Provider shall not obtain, acquire or otherwise be construed to own any property or other interest in the Pace Equipment except the right to use it for the purposes and on the conditions stated in this Agreement during the Agreement Term. Service Provider further agrees that it will not, in any manner, allow or permit the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien or other obligation during the Agreement Term, or before the actual delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.

K. Warranty. NEITHER PACE NOR SERVICE PROVIDER IS THE MANUFACTURER OF THE PACE EQUIPMENT NOR THE MANUFACTURERS= AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided that Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Agreement shall not operate to release or waive any rights of Pace or Service Provider against any person not a party hereto, including the manufacturer of the Pace Equipment.

Section 3.2. Maintenance of Pace Equipment by Service Provider.

A. **Maintenance Requirements.** Service Provider shall at all times maintain all Pace Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Service Provider shall at all times maintain all Pace Equipment in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Paratransit Manual and all manufacturers= maintenance schedules and warranty requirements. Service Provider shall perform all preventive maintenance required pursuant to the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Pace Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and to assure that all Pace Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

B. **Maintenance Records.** Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and in that regard shall comply with the provisions of Article VII of this Agreement and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual. Service Provider shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. Service Provider shall also complete, maintain and transmit to Pace all maintenance forms required in the Pace Paratransit Manual, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records and all records required under Pace=s preventive maintenance program.

Section 3.3. Operation of Pace Equipment By Service Provider.

A. **General Operating Standard.** Service Provider shall use and operate all Pace Equipment in accordance with the terms and provisions of this Agreement, the operating procedures set forth in the Pace Paratransit Manual and all applicable federal, state and local laws and regulations and solely for the purpose of providing the Transportation Services or as otherwise approved in writing by Pace.

B. **Pace Vehicle Identification.** Service Provider shall not change or obstruct in any way, and shall maintain, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, Service Provider shall

not affix to or display on any Pace Vehicle any identification marking or decal other than those supplied and affixed by Pace.

C. Storage of Pace Equipment. Service Provider shall store all Pace Equipment at suitable locations where such Equipment is protected from vandalism and theft. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations and shall have the approval of the Fire Underwriters' Laboratory.

D. Fareboxes. Except as expressly approved in writing by Pace, Service Provider shall utilize only fareboxes and related equipment provided by Pace. Service Provider shall install and maintain such fareboxes in good condition.

Section 3.4. Service Provider Vehicles.

A. Applicability of Section. Vehicles, if any, to be supplied by Service Provider for use in connection with providing the Transportation Services must comply with the requirements of this section.

B. Duty to Maintain Service Provider Vehicles. Service Provider shall at all times maintain all Non-Pace Service Provider Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations and in accordance with standards set forth in the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Service Provider Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Service Provider Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and the Pace Paratransit Manual and to assure that all applicable Service Provider Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

ARTICLE IV

EMPLOYEES

Section 4.1. Compliance with Federal, State and Local Laws. Service Provider agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Service Provider also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of

the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Section 4.2 Employees. Service Provider shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing. Service Provider shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with driver and safety standards set forth in the Pace Paratransit Manual. Failure by Service Provider or any Third Party Provider of Service Provider to comply with said requirements shall constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of such noncompliance.

Section 4.3. Employment Contracts and Labor Agreements. Service Provider shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of the status and progress of such negotiations.

ARTICLE V

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY

Section 5.1. Compliance With Federal, State and Local Laws. Service Provider shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. ' ' 621 et seq., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. ' ' 2000e et seq., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. ' ' 1981 and 1983; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Section 5.2. Equal Employment Opportunity. Service Provider shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit E.

Section 5.3. Failure to Comply. In the event Service Provider's noncompliance with any provision set forth in Exhibit E or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 5.1 hereof, results in Service Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political

subdivisions or municipal corporations, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

ARTICLE VI

REPORTS AND RECORDS

Section 6.1. Reports, Forms and Statements Required. Service Provider shall furnish Pace with all reports required by the Pace Paratransit Manual in accordance with the due dates specified therein. In addition, Service Provider shall furnish Pace, on a timely basis, with the following documents:

- (1) A monthly listing of any reports and documents in any way related to the Transportation Services filed by Service Provider with any government or government agency. Upon request, Service Provider shall provide Pace with a copy of any such reports and documents.
- (2) All written forms and documentation required for the administration of Pace's programs concerning students, the elderly and the handicapped. Said forms and documentation shall be furnished by Service Provider to the United States and Illinois Departments of Transportation upon Pace's request.
- (3) All correspondence, papers, notices, accident reports or documents of any nature received by Service Provider in connection with any claim or demand involving or related to Transportation Services or the Equipment.
- (4) All records required pursuant to Section 11.4 of this Agreement.
- (5) Such other reports, forms and statements as may be required by this Agreement or by federal, state or local laws or regulations or by order of any duly constituted authority.

Section 6.2. Records. Service Provider shall create and maintain accurate and complete records of all Transportation Services performed, all time spent, all materials, equipment and supplies purchased, and costs incurred in the performance of the Transportation Services pursuant to this Agreement, including all records required by this Agreement, the Pace Paratransit Manual or any applicable law or regulation. Unless Pace shall consent in writing to the destruction of any such records, and except for records required to be delivered to Pace at the end of the Agreement Term, Service Provider shall make said records available for review, inspection and audit in accordance with Section 6.3 below during the entire Agreement Term and for three years thereafter, or such longer period as may be required by law or any applicable grant; provided, however, that prior to the disposal or destruction of any such record by Service Provider following said period, Service Provider shall give notice to

Pace of any record or records to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice, of disposal or destruction. Pace shall have 90 days after receipt of any such notice to give notice to Service Provider not to dispose of or destroy said record or records and to require Service Provider to deliver such record or records to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

Section 6.3. Inspections and Audits. Pace shall have the right, with or without prior notice to Service Provider, to review, inspect and audit all Transportation Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of the Transportation Services. The phrase "all information and records related thereto" as used in this Section shall mean all information and records under the control or supervision of, or reasonably available to, Service Provider relating to this Agreement or the Transportation Services that are reasonably necessary for Pace to verify or audit Service Provider's performance under this Agreement, or the accuracy or appropriateness of any Operating Expenditure or portion thereof, ridership information, or Service Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs or drawings, whether in preliminary, draft, final or other form. Pace shall perform such review, inspection or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace, and provide reasonable facilities to Pace to assist Pace in any such review, inspection or audit. Pace may perform any such review, inspection or audit through an officer, employee, or other designated agent. Service Provider shall promptly remit to Pace any overpayments identified as a result of inspection and audit.

ARTICLE VII

THIRD PARTY PROVIDERS

Section 7.1. Requirements. "Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with the Service Provider, directly provide a significant part of the Transportation Services. Service Providers using Third Party Providers to provide the service shall follow the procedures in the Pace Paratransit Manual for obtaining and utilizing such providers. All service provided by a Third Party Provider to a Service Provider shall be competitively solicited at least once every four years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be

made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Service Provider from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Service Provider shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Paratransit Manual as if the name of the Third Party Provider has been substituted for the name of the Service Provider therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

ARTICLE VIII

RISK FINANCING PROGRAM AND INSURANCE REQUIREMENTS

Section 8.1. General Requirements. The Service Provider shall be required to comply with the Pace Paratransit Manual for all Vehicles used to provide the Transportation Services whether those Vehicles are owned by Pace, the Service Provider, or a Third Party Provider. Service Provider shall immediately notify Pace of any accidents or incidents.

Section 8.2. Risk Financing Program. All Pace Vehicles used in the provision of Transportation Services pursuant to this Agreement shall be included in Pace's Risk Financing Program. The Pace Risk Financing Program shall provide commercial auto liability coverage to Service Provider and any Third Party provider for any claims of bodily injury, death, or property damage arising directly out of the provision of Transportation Services provided with vehicles owned by Pace as described in this Agreement, within the scope of Pace's Self-Insured Retention and up to the liability limits of such excess insurance that Pace may purchase, *subject to the following terms, conditions, and exclusions:*

- (a) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein any claims, actions, damages arising as the result of willful and wanton, reckless, or intentional conduct of Service Provider and/or Third Party Provider, its officers, agents, employees, contractors, sub-contractors, agents or volunteers.
- (b) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein claims of injury or death brought directly or indirectly

against Pace, the Service Provider, or the Third Party Provider by any employee of the Service Provider, the Third-Party Provider, or any contractors or sub-contractors of the Service Provider or Third Party Provider arising out of or in connection with the Transportation Services described in this Agreement.

- (c) The policies of excess insurance purchased by Pace and Pace's Self-Insured Retention shall be primary over insurance carried by the Service Provider or its Third Party Provider for claims within the scope of Pace's Risk Financing Program. Any insurance or self insurance maintained by Service Provider and Third Party Provider shall be in excess of Pace's Self Insured Retention and the policies of excess insurance purchased by Pace, without right of contribution, for claims within the scope of Pace's Risk Financing Program.
- (d) The Service Provider and its third party provider shall be named as additional insureds in all policies of excess insurance for auto liability coverage purchased by Pace above its self-insured retention.
- (e) Service Provider and/or Third Party Provider shall provide immediate *written* notice of any and all accidents, incidents, claims, and lawsuits to Pace, in the form provided in accordance with the provisions of the Pace Paratransit Manual, including promptly updating Pace in writing when a previously reported incident or accident results in a claim or lawsuit, or a previously reported claim results in a lawsuit.
- (f) With respect to any lawsuit that is within the scope of coverage afforded by this Section 8.2, Pace shall have the right and duty to defend the Service Provider and/or Third-Party Provider, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Service Provider or Third Party Provider to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Service Provider or Third Party Provider, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace to its outside counsel for defense of similar types of lawsuits. Pace shall not have any duty to defend the Service Provider or Third-Party Provider for any claims that are excluded from the coverage of this section, including any claims within the scope of

subparagraphs (a) or (b). If a lawsuit includes claims that are both covered and not covered by this Section 8.2, Pace's duty to defend only extends to those portions of the suit that are within the scope of coverage of Section 8.2, and not to any excluded claims. Pace's duty to defend under this paragraph shall cease if and when the limits of auto liability coverage are exhausted of any excess insurance policies purchased by Pace.

(g) Service Provider shall, and shall require its employees, subcontractors and any Third Party Provider, to cooperate with and assist Pace and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury or property damage, or physical damage to any Pace vehicle asserted against Pace or Service Provider arising out of the provision of Transportation Services pursuant to this Agreement.

(h) The Service Provider's, its subcontractor's or its third party provider's failure to comply with the requirements of this Section shall relieve Pace of any and all obligations that Pace may have under this Article VIII.

Section 8.3. Loss Prevention. Service Provider shall, upon written notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness or other fault on the part of Service Provider or any of Service Provider's employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness or other fault. This Section shall not, however, be construed to require Service Provider to take any action in violation of its obligations under any labor agreement or other employment contract.

Section 8.4. Requirements for non-Pace Vehicles. Claims arising from non-Pace owned Vehicles are not within the scope of the Pace Risk Financing Program. The Service Provider shall provide the following liability insurance coverage for all claims arising out of non-Pace owned Vehicles used in providing the Transportation Services:

- (1) For all taxicabs; a \$350,000 Limit of coverage for Automobile Liability including a Limit of \$350,000 for Uninsured and Underinsured Motorists coverage, and
- (2) for all other vehicles; commercial Automobile Liability Insurance Coverage with a minimum Combined Single Limit (CSL) of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate and Commercial General Liability Coverage with at least the following limits:

\$5,000,000 General Aggregate
\$5,000,000 Each Occurrence Limit
\$5,000,000 Products/Completed Operations Hazard Aggregate
Limit
\$5,000,000 Personal & Advertising Injury Liability Limit
\$10,000 Medical Expense Limit (Per Person)

Each Insurance Company providing all Pace required coverage must have a minimum A.M. Best rating of A- VII using the most current data available from A.M. Best Property/Casualty Rating Company.

Contractor, Third Party Provider or any subcontractor shall name Pace Suburban Bus Service as additional insured in its liability policies, as set forth below, and agrees to waive and will require its insurers to waive all rights against the other party, as relates to this Agreement on all of the insurance coverage required under this Agreement.

The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as additional insured for "liability for 'bodily injury', 'property damage', and 'personal injury' caused in whole or in part, by our acts or omissions or the acts or omissions of those acting on our behalf: (a) in the performance of our ongoing operations; or (b) for claims brought on behalf of our employees, agents, or subcontractors and their employees," in a form providing no less coverage than that provided by the Insurance Service Office's Owners, Lessees or Contractors - Form B [ISO 20 10], on a primary basis, without right of contribution from Pace, for any liability arising from the operation of non-Pace owned vehicles. The coverage shall contain no special limitations on the scope of its protection to the above listed insureds.

The Contractor's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

The Contractor and any subcontractors shall provide that there will be no recourse against Pace Suburban Bus Service as additional insured for the payment of premiums, additional premiums or assessments, it being understood that these are obligations of the party providing such insurance pursuant to this Agreement.

The Contractor's insurance shall be primary over any other insurance carried by Pace, including self-insurance. In the event the policies should be changed or canceled, said change or cancellation shall not be effective until 30 days after Pace has received notice of such change or cancellation from the Insurance Company.

The Service Provider shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual including Chapter 5 on accident incident reporting and Chapter 6 on personnel standards and rules including drug/alcohol testing requirements.

ARTICLE IX

INDEMNIFICATION

Section 9.1 General. To the fullest extent permitted by law and within the limits of Pace's self insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify and hold harmless Service Provider and its third party provider, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with Pace owned vehicles pursuant to the 2014 Paratransit Service Provider Agreement, provided that Service Provider and its third party provider comply with the notice and cooperation requirements stated in Section 8.2 above, regardless of whether or not it is caused in whole or in part by any negligent act or omission of Service Provider or its Third Party Provider, their officers, agents or employees. This indemnification does not extend to willful and wanton, reckless or intentional conduct of the Service Provider or Third

Party Provider and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

Service Provider and its Third Party Provider shall indemnify, hold harmless, and defend Pace and the Regional Transportation Authority, their board members, officers, employees, agents and attorneys from and against (a) all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with non owned Pace vehicles in providing services pursuant to the 2015 Paratransit Service Provider Agreement; (b) any claims, suits, actions, damages which arise out of the willful and wanton, reckless or intentional acts of the Service Provider or its Third Party Provider in the performance of this agreement; and (c) claims brought directly or indirectly against Pace by an employee of the Service Provider, or an employee of Service Provider's contractors or sub-contractors (Third Party Provider), or arising out of any injury or death of Service Provider's employee, or an employee of Service Provider's contractors or subcontractors (Third Party Provider), in connection with the Transportation Services described in this Agreement..

The indemnities contained In this Section shall survive termination of this Agreement.

Section 9.2. Service Provider's Damages. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace shall not be responsible to Service Provider or to any of its officers, employees, agents or attorneys for any loss of business or other damage caused by an interruption of the Transportation Services, or for the time lost in repairing or replacing any Pace Equipment, or for any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment, or for any other losses or damages sustained by the Service Provider hereunder. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace assumes no liability or responsibility for any acts or omissions of Service Provider, or of Service Provider's officers, employees, agents or attorneys, or for any property of Service Provider or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

ARTICLE X

PAYMENT, BUDGET AND ACCOUNTING

Section 10.1. Maximum Service Reimbursement Amount. Pace hereby agrees to pay the Service Provider a service reimbursement in an amount as limited by the Approved Budget

and further limited by (i) the Paratransit Service Reimbursement Guidelines shown in Exhibit C and (ii) the other provisions of this Article X. Pace may change the Paratransit Service Reimbursement Guidelines of the Paratransit Program and/or level of fares and such new guidelines and fare shall be used to determine Pace's maximum reimbursement obligation. If the Pace Board revises the Paratransit Reimbursement Guidelines during the term of this Agreement, then such new guidelines shall be effective for the remainder of the Agreement Term subject only to a sixty day notice period during which time the old guidelines would remain in effect.

Section 10.2. Payment of Reimbursement. Pace shall make monthly payment installments of the service reimbursement based on the receipt of a properly prepared Monthly Report and related required documentation. During January and February, the monthly installments shall be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. Each of the remaining monthly payment installments shall be based on the Monthly Report for the month that is two months prior to the month during which the report is submitted and payment is due. Such material must be received by Pace by the close of business on the day specified in the Pace Paratransit Manual in order to be processed and paid during the submitted month. Any late or improperly prepared submissions shall not be considered for payment until the next month. After all Monthly Reports have been received for the Agreement Term, a final calculation of the service reimbursement amount shall be made. If a credit is due to either party, such party shall pay the amount of such credit to the other party within 30 days following demand therefore.

Section 10.3. Limitations on Payments. In addition to any other remedy provided herein, if Service Provider materially fails to comply with any term of this Agreement, or fails to take corrective action as directed by Pace, Pace may withhold payments pending Service Provider's actions to achieve compliance or take corrective action.

Notwithstanding any other provision of this Article, no payment of the Service Reimbursement Amount, or any installment thereof, shall be due, owing or made in violation of any of the following limitations:

- (1) No monthly installment due in any month shall be paid unless the Reports required pursuant to the Pace Paratransit Manual have been filed with Pace in accordance with said Section.
- (2) No payment shall be made if Pace should find or has reason to believe that the Monthly Reports have not been prepared in accordance with sound financial and management practices. Pace shall withhold payment until such issues are resolved.
- (3) Payments shall not exceed the Approved Maximum Service Reimbursement Amount. Any payments made after January 1, 2014 pursuant to any prior reimbursement

agreement between the parties whose term extended into calendar year 2015 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2015.

- (4) No payment shall be made with respect to any Operating Expenditure incurred or accrued in violation of this Agreement or any provision of the Pace Paratransit Manual.

Section 10.4. Funding Availability. Notwithstanding anything to the contrary, including in particular (but not limited to the provisions of Section 10.1), it is expressly agreed that the obligation of Pace to pay the Service Reimbursement Amount shall be limited to the availability of funds from Pace's revenues and budget for Pace's fiscal year so that in the event Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount shall be terminated forthwith and Pace shall have no further obligations to make any payments to Service Provider under the Agreement. In the event that Pace determines that no funds will be available to pay the Service Reimbursement Amount, the Service Provider shall be given written notice thereof in accordance with Section 11.2.

Section 10.5. Transportation Revenue. All Transportation Revenue shall be the property of the Service Provider. Service Provider shall comply with Pace policies, practices and procedures relating to the collection, security, and accounting of all Transportation Revenue as set forth in the Pace Paratransit Manual. Should the Service Provider decide to allow any passengers to travel at less than the minimum fares for paratransit established by the Pace Board, then the difference between the minimum Pace fare and fares charged shall be funded by the Service Provider and such funds shall be considered Transportation Revenue.

Section 10.6. Accounting and Reporting Standards. Service Provider shall maintain its books and records, and shall prepare, maintain and file reports, relating to this Agreement and the Transportation Services in accordance with generally accepted governmental accounting principles, Section 15 of the United States Urban Mass Transit Act, the Pace Paratransit Manual, the Approved Budget and any documentation submitted by Service Provider, and approved by Pace, in support of the Approved Budget. In case of any conflict in the aforesaid standards, Service Provider shall seek specific direction from Pace and, pending receipt of such direction, shall comply with that standard that most fairly, accurately and completely records and reports the results of operations.

Section 10.7. Budget Amendments. Pace shall have no obligation to revise the Approved Budget or to increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

Section 10.8. Capital Expenditures. Pace is not obligated to provide any grant funds to the Service Provider for capital purchases. Any Capital Asset paid for with the proceeds of any payment made by Pace shall be the property of Pace and shall be added to Exhibit B or to the inventory of Pace Equipment required pursuant to Subsection 3.1B and shall be returned to Pace at the end of the Agreement Term.

Section 10.9. Subsequent Service Reimbursement. In order to permit Pace to evaluate the merits of entering into a new service reimbursement agreement for Transportation Services with Service Provider following the end of the Agreement Term, Service Provider shall, during the Agreement Term and pursuant to this Section, cooperate with Pace to develop a proposed budget for the calendar year following the Agreement Term. On or before July 1 of the Agreement Term, or such other date as Pace may specify in a service reimbursement application solicitation request, Service Provider shall submit its formal Service Provider application to Pace in the format specified by Pace. Nothing in this Section shall, however, obligate either Pace or Service Provider to agree to any reimbursement estimate or to enter into any new agreement.

ARTICLE XI

TERM

Section 11.1. Term. The term of this Agreement shall be one year commencing on the 1st day of January, 2015, and terminating after the last scheduled service on the 31st day of December, 2015.

Section 11.2. Termination for Impossibility of Performance. This Agreement may be terminated, in whole or in part, upon seven days written notice given by Pace to Service Provider in the event that the Illinois General Assembly, the Regional Transportation Authority or any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of Pace, to cover payments to be made to Service Provider pursuant to Article X hereof, or if any Vehicle(s) necessary to perform the Transportation Services hereunder (are) is unavailable for any reason, as determined in the sole discretion of Pace.

The termination of this Agreement shall not be in any manner prevented or affected by the fact that Service Provider may have already partially or fully performed its obligations under this Agreement in respect to any unpaid part or parts of this Agreement by the time it is determined by Pace that it will be unable to pay the remaining unpaid part or parts of this Agreement.

Section 11.3. Termination for Service Provider Default

A. Immediate Termination. This Agreement shall be terminated, and the Agreement Term shall end, 24 hours after written notice of such termination given by Pace to Service Provider in the event that Service Provider shall, for any reason, other than as specified in Section 2.2 of this Agreement, cancel, eliminate or reduce or diminish service without prior written approval from Pace.

B. Termination Following Failure To Cure. This Agreement shall be terminated, and the Agreement Term shall end, if the Service Provider violates any other material obligation under this Agreement or fails to timely perform any other material obligation under this Agreement and such violation or failure shall continue for a period of 21 days after Service Provider receives written notice from Pace describing in reasonable detail the nature of the violation or failure; provided, however, that in the event such violation or failure cannot be cured within said 21 day period notwithstanding diligent and continuous effort by Service Provider and Service Provider shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as Pace may determine to be necessary for curing such violation with diligence and continuity.

C. Obligations Following Termination. Pace's obligations upon termination of this Agreement in any manner and for any purpose authorized by this Article XI shall be limited to payment of reimbursement obligations for services rendered by Service Provider up to the date of said termination. Immediately upon termination of this Agreement in any manner and for any purpose, Service Provider shall comply with the provisions of Section 11.4 below. In addition, Service Provider shall be liable to Pace for all damages incurred as a result of any violation or failure that leads to termination of this Agreement. Said damages shall include, but shall not be limited to, all court costs, and attorneys' fees and disbursements incurred in connection with enforcing or defending Pace's rights hereunder.

Section 11.4. Return of Pace Equipment and Records Upon Termination. Immediately following the Agreement Term, Service Provider shall surrender and deliver to Pace at such time or times and at such location or locations within the six-county region as Pace may designate:

- (1) All Pace Vehicles and Other Pace Equipment in good operating order, repair and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) All records pertaining to all Pace Vehicles and Other Pace Equipment, including, without limitation, all preventative maintenance reports and vehicle repair reports.

Pace shall have the right to inspect the premises of the Service Provider and to remove any Pace Equipment or any such records that remain in the possession of Service Provider. Pace, in its sole discretion, shall determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation or damage. Service Provider shall make, or cause to be made, any and all repairs deemed necessary by Pace to place the surrendered and returned Pace Equipment in the condition required by Sections 3.1 and 3.2 of this Agreement. Such repairs shall be completed within 21 days following Pace's written demand that they be undertaken. If any such repairs are the result of Service Provider's failure to comply with the provisions of this Agreement, the cost thereof shall not be reimbursable by Pace under this Agreement. If Service Provider fails to make such repairs, then Pace shall have such repairs performed and Service Provider shall reimburse Pace for the cost of such repairs within 30 days after a receipt for such costs is provided to Service Provider.

ARTICLE XII

COVENANTS AND REPRESENTATIONS

Section 12.1. General. Service Provider hereby makes the covenants and representations with and to Pace as described in this Article and hereby agrees to abide by each and every one of them.

Section 12.2. Corporate Existence and Power. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal power and authority to enter into this Agreement and to provide, engage in and carry out the Transportation Services. Service Provider shall maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished during the Agreement Term.

Section 12.3. Authorization. Service Provider has been duly authorized to execute this Agreement by its corporate authorities by ordinance duly adopted, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Service Provider, enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to Service Provider.

Section 12.4. Approvals Received. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service

Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

Section 12.5. No Material Litigation. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of Service Provider, threatened by or against Service Provider, or against any of its properties or revenues (1) with respect to this Agreement, or (2) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of Service Provider.

Section 12.6. No Default. Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under this Agreement.

Section 12.7. No Burdensome Restrictions. No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Service Provider Agency may reasonably foresee may so affect, the business, operations, property or financial condition of Service Provider or the ability of Service Provider to perform its obligations under this Agreement.

Section 12.8. No Sale, Lease or Encumbrance. Service Provider will not sell, lease, loan, or in any manner dispose of any Pace Equipment during the Agreement Term.

Section 12.9. Payment of Obligations. Service Provider shall pay and discharge all of its obligations and indebtednesses with respect to the Transportation Services and with respect to the Service Provider Vehicles, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if Service Provider shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

Section 12.10. Compliance With Applicable Laws. Service Provider shall comply with all federal, state and local statutes, laws, rules, regulations and orders applicable to the Transportation Services.

Section 12.11. Compliance With Agreement Conditions. Service Provider shall comply with all conditions of, and all laws and regulations and all Pace policies, practices and procedures applicable to, any federal, state or local grant received by Pace or by Service Provider at any time with respect to the Transportation Services or the Equipment, including the Pace Paratransit Manual.

Section 12.12. No Bar From Public Contracts. Service Provider warrants and represents that the statements contained in the Service Provider=s Certification in Exhibit F hereto are true and correct.

Section 12.13. Opinion of Counsel. Service Provider shall provide to Pace, at or before the time Service Provider executes this Agreement, an opinion of an attorney licensed to practice law in the State of Illinois in the form provided in Exhibit G.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Complete Agreement. This Agreement, including the Exhibits hereto and the Pace Paratransit Manual, constitutes the entire Agreement between the parties hereto, except as it may be amended as provided by this Article.

Section 13.2. Exhibits; Pace Paratransit Manual; Conflicts. Exhibits A through G attached to this Agreement and the Pace Paratransit Manual (as such Manual may be amended from time to time and as supplemented with Pace directives) are incorporated herein and made a part hereof by this reference. In case of any conflict among the provisions of this Agreement, including the Exhibits hereto and the Pace Paratransit Manual, that provision which, in the opinion of Pace, best promotes safe, efficient and economical transportation service and best protects the Equipment shall control.

Section 13.3. Amendments. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the parties hereto.

Section 13.4. Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to Pace as follows:

Attention: Executive Director
Pace Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005-4412

Notices and communications to Service Provider shall be addressed as shown on the cover page to this Agreement. By notice complying with the foregoing requirements of this Section,

each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

Section 13.5. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State of Illinois holiday. Any reference herein to time of day shall refer to local time for Arlington Heights, Illinois.

Section 13.6. Singular and Plural. The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.

Section 13.7. Governing Laws. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

Section 13.8. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

Section 13.9. No Assignment. Service Provider shall not assign either its rights or its obligations under this Agreement without the prior written consent of Pace, which consent may be granted or withheld at the sole discretion of Pace. Any attempted or purported assignment of such rights or obligations without the prior written consent of Pace shall be void and of no effect. Any successor to Service Provider's rights under this Agreement shall be bound by, and shall comply with, all of the provisions, conditions and requirements of this Agreement.

Section 13.10. Headings. The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

Section 13.11. Prohibited Interests. No member of the Illinois General Assembly, no member of the Congress of the United States and no director or employee of Pace or of Service Provider shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or be admitted to any share or part of this Agreement or to any benefit arising there from or any proceeds thereof.

Section 13.12. Independent Contractor. In the performance of the Transportation Services and Other Services pursuant to this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the details of the

Transportation Services and Other Services to be performed pursuant to this Agreement. All personnel necessary for Service Provider's performance pursuant to this Agreement shall be employees of Service Provider or of Service Provider's subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents or representatives of Pace.

Section 13.13. Litigation Against Service Provider. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against Service Provider or any subcontractor of Service Provider, before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of Service Provider to perform its obligations under, or otherwise to comply with, this Agreement, Service Provider shall promptly deliver a copy of the complaint or charge related thereto to Pace and shall thereafter keep Pace fully informed concerning all aspects of such lawsuit or proceeding.

Section 13.14. Non-Waiver. Pace shall not be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by an authorized officer or director of Pace. No delay or omission by Pace in exercising any right under this Agreement shall operate as a waiver of such right or any other right by Pace. All the rights and remedies of Pace under this Agreement shall be cumulative and not exclusive and may be exercised singly or concurrently by Pace. The waiver or exercise of any remedy by Pace shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

Section 13.15. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 13.16. Survival Clause. If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

Section 13.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 13.18. Other Agreements Not Prohibited. Nothing in this Agreement shall be deemed to prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary or duplicative service in the area served by Service Provider.

Section 13.19. No Future Obligations. Nothing in this Agreement or the parties' performance thereof shall be construed to create any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

ARTICLE XIV

REMEDIES

Section 14.1. Remedies. In addition to Pace's right to terminate this Agreement pursuant to Article XI and any other rights otherwise provided in this Agreement, in the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any cost or expense associated with pursuing any such remedy shall not be an Operating Expenditure under this Agreement.

Section 14.2. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Section 14.1 of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

*

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SERVICE PROVIDER

PACE

By: _____

By _____

Thomas J. Ross, Executive Director

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

PROPOSED 2015 BUDGET

PROJECT: VILLAGE OF TINLEY PARK

REVENUE \$ 9,443

EXPENSES

OPERATIONS \$ 70,305

MAINTENANCE \$ 19,365

ADMINISTRATION \$ 3,003

TOTAL EXPENSE \$ 92,672

OPERATING DEFICIT \$ 83,229

PACE SUBSIDY \$ 24,349

LOCAL SHARE \$ 58,880

RIDERSHIP 8,116

VEHICLE HOURS 725

Exhibit B

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF TINLEY PARK

(List of any Pace vehicles provided to the Service Provider)

14200

Exhibit C

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

PARATRANSIT REIMBURSEMENT GUIDELINES

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. \$3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to 1/12th of the annual budgeted subsidy times the number of months elapsed in the year.

Exhibit D

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF TINLEY PARK

TYPE OF SERVICE	Dial-A-Ride Bus Service
SERVICE OPERATED BY	Village of Tinley Park
TRIP RESERVATION METHOD	24 hours in advance
SERVICE AREA	Village of Tinley Park
SERVICE HOURS	Monday through Friday 8:45 a.m. to 3:00 p.m.
HOLIDAYS	Service will <i>not</i> operate on the following holidays: <ul style="list-style-type: none">➤ New Year's Day➤ Presidents' Day➤ Good Friday➤ Memorial Day➤ Independence Day (observed Holiday)➤ Labor Day➤ Thanksgiving Day➤ Day after Thanksgiving➤ ½ - Day Christmas Eve➤ Christmas Day➤ ½ -Day New Year's Eve
ONE-WAY FARE	Persons (age 55-64) \$1.30 Persons (65+) \$.65 Disabled \$.65
RIDER ELIGIBILITY	Persons age 55+ and persons with disabilities

Exhibit E

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES

- A. Affirmative Action. Service Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability or an unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment advertising, layoff of termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Service Provider's employment practices, if a plan is required by the Department. Service Provider shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.
- B. Equal Employment opportunity Clause. Service Provider shall comply with the following provisions, collectively referred to as the "Equal Employment Opportunity Clause".
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, and national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and Women in the area(s) from which it may reasonably recruit and it will hire persons in such a way that minorities and women are not underutilized.
 - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) That it will send a notice to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules and Regulations

for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Service Provider in its efforts to comply with such Act and Rules and Regulation, Service Provider shall promptly so notify the Department, and Service Provider shall recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department of Pace, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(6) That it will permit access by Pace and the Department to all relevant books, Records, accounts, and work sites for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

C. Subcontracts. Service Provider shall insert the following provisions in all subcontracts relating to the provision of Transportation Services and Other Service except subcontracts for standard commercial supplies or raw materials:

"No discrimination shall be made in any term or aspect of employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors.

In addition, Service Provider shall insert verbatim or by reference the provisions of the Equal Employment Opportunity Clause in every performance subcontract as defined in Section 1.1(17)(b) of the Department's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Service Provider will be liable for compliance by all its subcontractors with applicable provisions of this Section; and further it will promptly notify pace and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Service Provider will not utilize any subcontractor declared by the Department to be non-responsible and, therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Disadvantaged Business Enterprises. Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out application requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such remedy as Pace deems appropriate.

Exhibit F

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER'S CERTIFICATION

STATE OF ILLINOIS)
)
COUNTY OF _____) SUBURB-TO-SUBURB.

,being first duly sworn on oath, deposes and state that all statements herein made are made on behalf of the Service Provider; that this deponent is authorized to make them, and that the statements contained herein are true and correct.

The Service Provider deposes, states and certifies that the Service Provider is not barred from contracting with Pace on the Paratransit Service Provider Agreement as a result of a violation of either Section 33E-3 of Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

DATED: _____



SERVICE PROVIDER

By: _____

Title: _____

Attest: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2014.

NOTARY PUBLIC

Exhibit G

2015 PARATRANSIT SERVICE PROVIDER AGREEMENT

FORM OF OPINION OF GRANTEE'S COUNSEL

Attention: Executive Director
PACE Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005-4412

Please be advised that I represent (Name of Service Provider). Pursuant to Article XII of the Service Provider Agreement ("Agreement") this Opinion of Council is being provided:

1. (Name of Service Provider) is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal authority to engage in and carry on the public transportation services as described in said Agreement.
2. Said Agreement has been duly authorized by the (Board\Council) of the (Name of Service Provider) pursuant to Ordinance No. __, and the execution and delivery of said Agreement by all of the parties hereto will constitute a valid and binding obligation to the (Name of Service Provider), enforceable in accordance with its terms, and the making of and compliance with the terms and conditions of said Agreement by the (Name of Service Provider) will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to the (Name of Service Provider) known to this council.
3. All such approvals, consents, permits, licenses, authorizations or modifications as may be required to permit the performance by the (Name of Service Provider) of its obligations under said Agreement have been obtained, whether from the appropriate government authorities or other persons or entities known to this council.
4. No litigation, investigation or proceeding of or before any court, government authority or arbitrator is pending or, to the knowledge of this counsel threatened by or against the Service Provider, or against any of its properties or revenues (a) with respect to said Agreement, or (b) which is reasonably likely to have a material adverse effect on the operations, property or financial condition or the Service Provider.
5. The Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of the Service Provider, or that is reasonably likely to materially adversely affect the ability of the Service Provider to perform its obligations under said Agreement.
6. No obligation of the Service Provider and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to (him or her) may so affect, the business, operation, property or financial condition or the Service Provider or the ability of the Service Provider to perform its obligations under said Agreement.

RESOLUTION NUMBER 2014-R-047

**A RESOLUTION PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS
IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the United States Federal Aviation Authority, more commonly referred to as the FAA, is responsible for all flights and landing operations in the Continental United States, and, therefore, requires precise coordination for any and all domestic flying; and,

WHEREAS, in the past sixty (60) years, thousands of man-made objects have been thrown into the atmosphere around this planet thereby further complicating the safe movement of any flying machines and/or sleighs; and,

WHEREAS, the Illinois State Department of Aviation directs that local authorities establish the necessary approval for any flights to land within the State except at registered airports; and,

WHEREAS, the Sheriff's of Cook and Will Counties further delegate that authority, when properly approved to the municipalities of those counties; and,

WHEREAS, any miniature sleigh with eight (8) tiny reindeer shall designate the first reindeer to respond to landing signals with his blinking red nose; and,

WHEREAS, said sleigh shall be full of toys and will not exceed the air travel weight load limit; and,

WHEREAS, the driver shall be a jolly old elf of outstanding character and shall have in his possession a good flying record.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of TINLEY PARK, representing the great citizens of the community, provide Santa Claus with all approvals necessary, in whatever order required, to land at the homes as often as he deems appropriate, on Wednesday evening, December 24, 2014, and Thursday morning, December 25, 2014.

BE IT FURTHER RESOLVED that the Police Department, the Public Works Department, and other Municipal Agencies shall provide speedy and helpful assistance to guarantee St. Nick's movement throughout the World.

PASSED this 2nd day of December, 2014,

EDWARD J. ZABROCKI, VILLAGE PRESIDENT

TRUSTEE DAVID G. SEAMAN

TRUSTEE BRIAN S. MAHER

TRUSTEE GREGORY J. HANNON

TRUSTEE THOMAS J. STAUNTON

TRUSTEE PATRICIA A. LEONI

TRUSTEE T. J. GRADY

ATTEST:

PATRICK E. REA, VILLAGE CLERK



**COMMENTS FROM
BOARD AND STAFF**

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT