

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

**ITEM # 1**

**SUBJECT:** CONSIDER APPROVAL OF AGENDA

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

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

**SUBJECT:** CONSIDER APPROVAL OF MINUTES OF THE REGULAR BOARD MEETING HELD ON DECEMBER 2, 2014.

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

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

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

- A. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,792,512.79 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 5 AND DECEMBER 12, 2014.

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

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

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. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #5**

SUBJECT: CONSIDER ORDINANCE 2014-O-048 REGARDING REZONING 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 ESTATES 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. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #6**

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 amount is unchanged from last year end thus 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 adoption.**

COMMENTS:

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**ITEM #7**

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 adoption.**

COMMENTS:

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**ITEM #8**

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 adoption.**

COMMENTS:

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**ITEM #9**

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 adoption.**

COMMENTS:

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**ITEM #10**

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 adoption.**

COMMENTS:

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**ITEM #11**

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 adoption.**

COMMENTS:

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**ITEM #12**

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 adoption.**

COMMENTS:

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**ITEM #13**

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 adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #14**

SUBJECT: CONSIDER A MOTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND EHLERS & ASSOCIATES, INC. TO RESEARCH THE ESTABLISHMENT OF A TIF DISTRICT FOR THE FORMER TINLEY PARK MENTAL HEALTH CENTER SITE IN THE AMOUNT OF \$33,000- **Trustee Seaman**

ACTION: Discussion - This agreement will provide for professional services for a TIF Eligibility Study, Redevelopment Plan, and Qualifications to assist the Village of Tinley Park in the development of a Tax Increment Financing District for the former Tinley Park Mental Health Center site. The initial phase of the agreement provides for a TIF feasibility study which will enable the Village Board to determine if they wish to implement the TIF district. If the Village does not proceed, the contract will end at the feasibility stage with no further commitment of the Village. This agreement was discussed at the Finance & Development Committee held prior to the Village Board meeting. **If recommended for approval by the Finance and Economic Development Committee, consider a motion authorizing the Mayor and Clerk to enter into this agreement on behalf of the Village.**

COMMENTS: \_\_\_\_\_  
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**ITEM #15**

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE AND OBTAIN RESPONSES TO A REQUEST FOR QUALIFICATIONS FOR THE DEVELOPMENT OF THE FORMER CENTRAL MIDDLE SCHOOL SITE - **Trustee Seaman**

ACTION: Discussion - Village staff has prepared a Request for Qualification (RFQ) for the development of the former Central Middle School site. This site was purchased from School District 146 in 2005 with the anticipation of redeveloping the site for a medium density residential Transit Orientated Development (TOD). This 3.3 acre parcel is zoned Downtown General as part of the Village’s 2009 Legacy Plan and 2011 Legacy Code. The RFQ process will ensure that the Village partners with a development team that meets the vision of the approved Legacy Plan and that has the creativity and financial capability of completing a successful urban infill redevelopment project. The RFQ was reviewed at the Finance and Economic Development Committee meeting held prior to the Village Board meeting. **Consider setting the date for RFQ response packages for the development of the former Central Middle School parcel for 12:00 p.m. on February 2, 2015.**

COMMENTS: \_\_\_\_\_  
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**ITEM #16**

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

ACTION: Discussion: On August 5<sup>th</sup>, 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 7<sup>th</sup>, 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 4<sup>th</sup>, 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 item was discussed at the Finance and Economic Development Committee meeting held on December 2, 2014. **This ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #17**

SUBJECT: CONSIDER RESOLUTION NUMBER 2015-R-001 (IDOT RESOLUTION 15-00000-01-GM ) AUTHORIZING AN APPROPRIATION OF UP TO \$3,400,000 FOR THE 2015 PAVEMENT MANAGEMENT PROGRAM - **Trustee Staunton**

ACTION: Discussion: This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$3,400,000 for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2015 to December 31, 2015. This amount represents the projected maximum total expenditures for roadway resurfacing and maintenance under the Pavement Management Program (which is paid from MFT funds controlled by the State). Actual expenditures under this resolution will be subject to the amount of funds available. Any additional funds necessary for the 2015 Pavement Management Program would be subject to approval by the Village Board. Passage of this Resolution will allow the Village to competitively bid the project prior to construction season in an effort to obtain the best possible unit pricing. If the Village Board does not authorize additional funding, the scope of the project can be reduced accordingly. This item was discussed and recommended for approval at the Public Works Committee meeting held prior to this meeting. **If recommended for approval this Resolution is eligible for first reading.**

COMMENTS: \_\_\_\_\_  
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**ITEM #18**

SUBJECT: CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE 2015 PAVEMENT MANAGEMENT PROGRAM - **Trustee Staunton**

ACTION: Discussion: This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field inspections for the 2015 Pavement Management Program (PMP). Final costs for this agreement will be based on a percentage basis of the PMP awarded contract amount (4% for design and 6% for construction observation). This item was discussed at the mid year Budget meeting and recommended for approval. This item was discussed at the Public Works Committee meeting held prior to this meeting. **Consider approving the professional services agreement with Robinson Engineering for the engineering related to the 2015 Pavement Management program.**

COMMENTS: \_\_\_\_\_  
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**ITEM #19**

SUBJECT: CONSIDER RESOLUTION NUMBER 2015-R-002 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – BANNES SCHOOL PEDESTRIAN BRIDGE - **Trustee Staunton**

ACTION: Discussion: The Village and Village Engineer have been working with the Illinois Department of Transportation (IDOT) to obtain approval for replacement of the Bannes School Pedestrian Bridge. The proposed scope of work would be for the replacement of the bridge and related multi-use path from 170th Place across Midlothian Creek to the Bannes School. The current bridge is approximately 35 years old and in need of replacement. The proposed budget for the project is \$260,000 inclusive of preliminary and construction engineering. Under the terms of the agreement, the State of Illinois will pay 100% of the proposed project costs and the Village will not need to provide any matching funds. This item was discussed at the Public Work Committee Meeting held prior to the Village Board meeting. **If recommended for approval this Resolution is eligible for first reading.**

COMMENTS: \_\_\_\_\_  
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**ITEM #20**

SUBJECT: CONSIDER A PROFESSIONAL SERVICES AGREEMENT WITH ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE BANNES SCHOOL PEDESTRIAN BRIDGE - **Trustee Staunton**

ACTION: Discussion: The Village and Village Engineer have been working with the Illinois Department of Transportation (IDOT) to obtain approval for replacement of the Bannes School Pedestrian Bridge. The proposed scope of work would be for the replacement of the bridge and related multi-use path from 170th Place across Midlothian Creek to the Bannes School. The current bridge is approximately 35 years old and in need of replacement. The Village selected Robinson Engineering through the QBS process and they have been involved with the project from the beginning. The compensation to Robinson Engineering will be equal to 10% of the awarded contract pricing and will not exceed \$30,000. This item was discussed at the Public Works Committee held prior to the Village Board meeting. **If recommended for approval, consider approving a preliminary engineering and construction guidance agreement for State Participation between the Village of Tinley Park and Robinson Engineering for the Bannes School Bridge Replacement Project at a not to exceed cost of \$30,000.**

COMMENTS: \_\_\_\_\_  
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**ITEM #21**

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 adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #22**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS: \_\_\_\_\_  
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**ITEM #23**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: \_\_\_\_\_  
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ADJOURNMENT



***HAPPY HOLIDAYS FROM THE  
VILLAGE OF TINLEY PARK***

**VILLAGE HALL HOLIDAY HOURS**

**Christmas Eve**

Wednesday, December 24, 2014 - 8:30—Noon

**Christmas Day**

Thursday, December 25, 2014 – Closed

**New Years Eve**

Wednesday, December 31, 2014 - 8:30—Noon

**New Years Day**

Thursday, January 1, 2014 - Closed

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD DECEMBER 2, 2014**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on December 2, 2014. President Zabrocki called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

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

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

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to approve and place on file the minutes of the regular Village Board meeting held on November 18, 2014. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items read by the Village Clerk:

- 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.

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

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file **ORDINANCE NUMBER 2014-O-049 GRANTING VARIATION FOR A FRONT YARD ENCROACHMENT ON A CORNER LOT FOR A FENCE AT 6400 180<sup>th</sup> PLACE WITHIN THE KENDEN ESTATES SUBDIVISION AND THE R-4 SINGLE FAMILY ZONING DISTRICT (SPISAK)**. 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 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. 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. President Zabrocki stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Grady, to direct the Village Attorney to draft **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)** with this constituting first reading. 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to direct the Village Attorney to draft **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 ESTATES AND LOCATED GENERALLY WEST OF OAK PARK AVENUE AND NORTH OF 179TH STREET (PANOS)** with constituting first reading. 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. Vote by

voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading **ORDINANCE NUMBER 2014-O-035 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE 2014 TAX LEVY YEAR.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **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.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **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.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading **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.** 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). Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **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.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Staunton, Jr., to place on first reading **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.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **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.** The 2014 tax levy requirements for this bond issue are 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

Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading **RESOLUTION 2014-R-045 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR WATSON FAMILY HYUNDAI, INC.** 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading **ORDINANCE NUMBER 2014-O-046 AMENDING CHAPTER 31 OF ARTICLE III OF THE TINLEY PARK MUNICIPAL CODE - TERM LIMIT.** On August 5<sup>th</sup>, 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 7<sup>th</sup>, 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 4<sup>th</sup>, 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 item was discussed at the Finance and Economic Development Committee meeting held prior to this Board meeting. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to adopt and place on file **RESOLUTION NUMBER 2014-R-044 AUTHORIZING CHANGE ORDER NO. ONE (1) TO THE CONTRACT WITH BEARY LANDSCAPING FOR THE TREE PLANTING – ASH REPLACEMENT PROGRAM.** 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 meeting held on August 27, 2014, and recommended for approval. President Zabrocki stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Hannon, to accept **A GRANT FROM MABAS 24 DIVISION FOR INTEROPERABLE RADIO SYSTEMS**. 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 meeting and recommended for approval. President Zabrocki stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Staunton, Jr., to place on first reading **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**. 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. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Seaman, to waive first reading and adopt and place on file **RESOLUTION NUMBER 2014-R-047 PROVIDING THE AUTHORIZATION FOR LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK**. This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. President Zabrocki stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

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

No one came forward.

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

Mr. Stephen Eberhardt filed an official complaint against the Village Board regarding obligations related to the 80<sup>th</sup> Avenue Train Station, payments for various events, parties and fundraiser tickets and longevity pay.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to adjourn the regular Board meeting. Vote by voice call. President Zabrocki declared the motion carried and adjourned the regular Board meeting at 8:29 p.m.

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

APPROVED:

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Edward J. Zabrocki  
Village President

ATTEST:

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Patrick E. Rea  
Village Clerk

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>
126029	12/5/2014	003001 BETTENHAUSEN, BRENT	112614		REFUND-OVERPAYMENT NOVMEBI 86-00-000-20430	801.69
<b>Total :</b>						<b>801.69</b>
<b>1 Vouchers for bank code : ap_py</b>						<b>Bank total : 801.69</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156406	11/26/2014	010816 QUINN, JIMMY	112114		WORK CLOTHING 01-23-000-73610	413.23
					<b>Total :</b>	<b>413.23</b>
156416	12/5/2014	013035 ADVANCE AUTO PARTS	6717432934243		ACCESSORY RELAY 01-21-000-72540	6.99
					<b>Total :</b>	<b>6.99</b>
156417	12/5/2014	002628 AMERICAN WATER CAPITAL CORP.	113014		Sewer Treatment Services for a portic 60-00-000-73225	29,700.48
					<b>Total :</b>	<b>29,700.48</b>
156418	12/5/2014	016818 ANDERSON, PAUL & NANCY	Ref001311184		UB Refund Cst #00452043-Payment 60-00-000-20599	70.29
					<b>Total :</b>	<b>70.29</b>
156419	12/5/2014	011944 AUTOMATIONDIRECT.COM, INC.	5772509		SINGLE DOOR,SUB-PANEL 60-00-000-72528	79.75
					<b>Total :</b>	<b>79.75</b>
156420	12/5/2014	014436 AUTOZONE INC	2689501094 01		40 AMP ACCESSORY 01-21-000-72540	6.29
					<b>Total :</b>	<b>6.29</b>
156421	12/5/2014	012206 B & B ELECTRONICS MFG CO.	D10454085	VTP-012676	FOR POST 2 WEATHER STATION 60-00-000-72528 60-00-000-72528	217.00 7.00
					<b>Total :</b>	<b>224.00</b>
156422	12/5/2014	002970 BALZANTO JR., ANTHONY J.	100114		PER DIEM: LODGING/MEALS,AIRFA 01-17-220-72140	1,817.52
					<b>Total :</b>	<b>1,817.52</b>
156423	12/5/2014	010953 BATTERIES PLUS - 277	277-360518		BATTERIES 14-00-000-74150	140.00
			277-360863		BATTERIES 14-00-000-74150	140.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156423	12/5/2014	010953	010953 BATTERIES PLUS - 277	(Continued)		<b>Total : 280.00</b>
156424	12/5/2014	012756	BEARY LANDSCAPING, INC.	407803	TREE PLANTING 2014 Invoice \$230, 33-00-000-75630	204,715.00 <b>Total : 204,715.00</b>
156425	12/5/2014	002974	BETTENHAUSEN CONSTRUCTION SERV	140254	HAULING SPOILS & WOOD CHIPS 01-23-000-72890	441.00
				140255	60-00-000-73681 HAULING SPOILS & WOOD CHIPS 60-00-000-73681	189.00 202.50
				140256	01-23-000-72890 HAULING BROKEN ASPHALT & CON 60-00-000-73681	472.50 121.50
				140257	01-23-000-72890 HAULING BROKEN ASPHALT 60-00-000-73681	283.50 101.25
				140258	01-23-000-72890 HAULING STONES 60-00-000-73860	236.25 351.00
					01-23-000-73860 70-00-000-73860	175.50 58.50
					<b>Total : 2,632.50</b>	
156426	12/5/2014	012966	BOLING, THOMAS M.	11-14	SERVICES NOVEMBER 14 FOR MO 01-14-000-72650	2,812.50 <b>Total : 2,812.50</b>
156427	12/5/2014	003153	BRETT EQUIPMENT CORP	242641	O-RING BRKT 01-23-000-72540	29.88
				242642	REFLECTORS 60-00-000-73845	6.00
					01-23-000-73845	6.00
					<b>Total : 41.88</b>	
156428	12/5/2014	011713	CARR, PAT	111514	REIM. EXP. TAXI~ 01-21-000-72130	30.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156428	12/5/2014	011713 011713 CARR, PAT	(Continued)			<b>Total : 30.00</b>
156429	12/5/2014	003396 CASE LOTS INC.	002209		TOILET TISSUE,CAN LINERS 01-25-000-73580	225.10
					<b>Total :</b>	<b>225.10</b>
156430	12/5/2014	003334 CCP INDUSTRIES, INC	IN01385519		HIPPIE WIPES 60-00-000-72710 01-24-000-72710 01-23-000-72710 01-19-000-72530 01-17-205-72710 01-30-000-72540 01-14-000-72540 01-21-000-72540	68.26 68.26 68.26 68.25 91.00 45.50 22.75 22.75
					<b>Total :</b>	<b>455.03</b>
156431	12/5/2014	003243 CDW GOVERNMENT INC.	QX03411		WINDSCREEN 01-25-000-72530	87.30
					<b>Total :</b>	<b>87.30</b>
156432	12/5/2014	003229 CED/EFENGEE	5025-486030		ELECTRICAL 01-24-000-73570	146.53
			5025-486136		3/4X66FT,CONNECTORS 01-24-000-73570	31.48
					<b>Total :</b>	<b>178.01</b>
156433	12/5/2014	016823 CENTURY 21 PRO TEAM	Ref001311189		UB Refund Cst #00494793 60-00-000-20599	19.83
					<b>Total :</b>	<b>19.83</b>
156434	12/5/2014	013991 CHICAGO OFFICE PRODUCTS CO.	841281-0		LANYARD,TAB,MARKER 01-14-000-73110 60-00-000-73110 01-30-000-73110 01-31-000-73110 60-00-000-73110 01-23-000-73110	11.22 11.23 11.22 11.22 35.41 17.96

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156434	12/5/2014	013991 CHICAGO OFFICE PRODUCTS CO.	(Continued)		01-24-000-73110	8.97
					<b>Total :</b>	<b>107.23</b>
156435	12/5/2014	016363 CHICAGOLAND SPEAKERS NETWORK	301		PUBLIC SPEAKING SYMPOSIUM 01-17-220-72140	39.00
					<b>Total :</b>	<b>39.00</b>
156436	12/5/2014	013150 CHRISTIANSEN FARMS	02632		LEAVES 01-23-000-72890	1,080.00
					<b>Total :</b>	<b>1,080.00</b>
156437	12/5/2014	013171 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 VH 16250 01-14-000-72125	222.85
					<b>Total :</b>	<b>222.85</b>
156438	12/5/2014	013878 COMED - COMMONWEALTH EDISON	0381034206		ACCT#0381034206 LITE 17900 94TH 01-24-000-72510	101.44
			0567043065		ACCT#0567043065 LITE RT25 7400 01-24-000-72510	450.72
			2777112019		ACCT#2777112019 0 175TH ST & S/ 01-23-000-72510	236.32
			3153141151		ACCT#3153141151 LITE RT/25 METI 01-24-000-72510	604.38
			3214011009		ACCT#3214011009 16853 LAKEWO 60-00-000-72510	344.91
			5969041026		ACCT#5969041026 17572 S HARLEI 70-00-000-72510	34.57
			6771163043		ACCT#6771163043 0 87TH AVE 3PS 01-24-000-72510	2,230.97
			7063131025		ACCT#7063131025 7813 174TH ST I 60-00-000-72510	42.28
			7398024011		ACCT#7398024011 7000 W 183RD S 01-24-000-72510	46.47
					<b>Total :</b>	<b>4,092.06</b>
156439	12/5/2014	012522 CONNEY SAFETY PRODUCTS, LLC	04822978		VESTS	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156439	12/5/2014	012522 CONNEY SAFETY PRODUCTS, LLC	(Continued)		60-00-000-73845	87.14
					01-23-000-73845	87.14
					01-24-000-73845	43.56
					60-00-000-73845	6.97
					01-23-000-73845	6.97
					01-24-000-73845	3.48
					<b>Total :</b>	<b>235.26</b>
156440	12/5/2014	003248 COOK COUNTY RECORDER OF DEEDS	INV22610312014GODETT		DEEDS	
					01-14-000-72355	122.00
					<b>Total :</b>	<b>122.00</b>
156441	12/5/2014	003632 CRISIS CENTER SOUTH SUBURBIA	120214		AD/HEART TO HEART AD BOOK	
					01-14-000-72330	300.00
					<b>Total :</b>	<b>300.00</b>
156442	12/5/2014	003635 CROSSMARK PRINTING, INC	25886		LETTERHEAD	
					01-14-000-72310	110.41
					01-46-000-72310	234.69
			25887		4000 ENVELOPES	
					01-14-000-72310	271.75
					01-46-000-72310	200.87
			25888		PATCH LABEL	
					01-20-000-72310	242.14
			25889		IAS BEST PRACTICES LESSONS LE	
					01-20-000-72310	133.50
					<b>Total :</b>	<b>1,193.36</b>
156443	12/5/2014	003517 CURRIE MOTORS	A8607		2015 CHEVY TAHOE VIN#1GNSK3E	
				VTP-012152	30-00-000-74220	32,169.00
			A9028		2015 CHEVY TAHOE VIN#1GNSK3K	
				VTP-012153	30-00-000-74220	32,389.00
					<b>Total :</b>	<b>64,558.00</b>
156444	12/5/2014	015554 DALEY-MOMMSEN ENTERPRISES	112014		DONUTS,BOX OF JOE	
					01-17-217-72220	151.09

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156444	12/5/2014	015554	015554 DALEY-MOMMSEN ENTERPRISES (Continued)			<b>Total : 151.09</b>
156445	12/5/2014	000648	DELL MARKETING LP	XJKK7D857	<FD-PW> - WIN8 TABLETS	
				VTP-012647	30-00-000-74128	928.47
				VTP-012647	14-00-000-74128	1,857.21
					<b>Total :</b>	<b>2,785.68</b>
156446	12/5/2014	003770	DUSTCATCHERS INC	91494	MATS/ PW GARAGE	
					01-25-000-72790	95.05
					<b>Total :</b>	<b>95.05</b>
156447	12/5/2014	004094	E J EQUIPMENT INC.	0065353	VALVE	
					60-00-000-72540	611.88
					<b>Total :</b>	<b>611.88</b>
156448	12/5/2014	004009	EAGLE UNIFORM CO INC	234926	RUSS-UNIFORMS	
				VTP-012661	01-19-000-73610	353.00
					01-19-000-73610	3.50
			234967		(ANDERSON) PANTS/JACKET	
				VTP-012555	01-19-000-73610	143.00
			234992		MARIANOVICH - UNIFORMS	
				VTP-012684	01-19-000-73610	85.50
					01-19-000-73610	9.50
			235033		KIRKOLIS - UNIFORMS	
				VTP-012686	01-19-000-73610	111.00
					01-19-000-73610	1.75
			235034		KIRKOLIS - UNIFORMS	
				VTP-012674	01-19-000-73610	526.95
					01-19-000-73610	9.75
					<b>Total :</b>	<b>1,243.95</b>
156449	12/5/2014	016826	EGG & I	367431	POLICE DEPT. MEETING	
					01-17-205-72220	370.00
					<b>Total :</b>	<b>370.00</b>
156450	12/5/2014	010486	EMLING, RODNEY	1265	STAGE RENTALS	
					83-00-000-72923	6,300.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156450	12/5/2014	010486 010486 EMLING, RODNEY	(Continued)			<b>Total : 6,300.00</b>
156451	12/5/2014	004022 EVEREADY WELDING SERVICE	787676		CLEAN & PREPARE LIGHT POLE FC 01-24-000-73570	198.00 <b>Total : 198.00</b>
156452	12/5/2014	004019 EVON'S TROPHIES & AWARDS	110314		PLAQUE, SMALL GAVEL 01-46-000-72930	589.00 <b>Total : 589.00</b>
156453	12/5/2014	004176 FEDEX (FEDERAL EXPRESS)	2-856-85798		ACCT#2517-1558-0 SHIPPING 01-17-205-72110	36.34 <b>Total : 36.34</b>
156454	12/5/2014	005420 FEDEX KINKO'S OFFICE & PRINT	361900003832		LAMINATION 01-35-000-72954	145.80 <b>Total : 145.80</b>
156455	12/5/2014	002791 FIRST AID COMPLIANCE INC	233153		MEDICAL SUPPLIES 60-00-000-73117 01-24-000-73117 01-23-000-73117	22.06 11.02 22.06 <b>Total : 55.14</b>
156456	12/5/2014	016820 FITZGERALD, PATRICK	Ref001311186		UB Refund Cst #00487443 60-00-000-20599	57.41 <b>Total : 57.41</b>
156457	12/5/2014	015058 FLEETPRIDE	65235083 65280198		LAMP 01-23-000-72540 LAMP 01-23-000-72540	23.60 27.60 <b>Total : 51.20</b>
156458	12/5/2014	013370 FLOWERS, CLAUDETTE	120314		REIM. EXP. CHRISTMAS CARDS 01-19-000-73870	213.28 <b>Total : 213.28</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156459	12/5/2014	012941 FMP	50-952526		PART	
					01-17-205-72540	88.95
			52-263798		CREDIT SENSOR	
					01-17-205-72540	-46.80
			52-264413		RADIATOR SEAL TABS	
					01-30-000-72540	5.08
					<b>Total :</b>	<b>47.23</b>
156460	12/5/2014	004262 FRAZIER CONCRETE INC.	1302-14		Street Patch, 167th & Westwind Dr,	
					60-00-000-73770	6,575.58
			1304-14		SIDEWALK PROGRAM 2014 VARIO	
					60-00-000-73770	1,638.13
					<b>Total :</b>	<b>8,213.71</b>
156461	12/5/2014	016081 FREEMAN, JASON M.	113014		REIM. EXP. CELL PHONE & MILEAG	
					01-35-000-72120	50.00
					01-35-000-72130	46.48
					<b>Total :</b>	<b>96.48</b>
156462	12/5/2014	016814 GAWLEY, THOMAS S.	120114		CORN STALKS/OPA LIGHT POLES,F	
					83-00-000-72985	650.00
					83-00-000-72923	664.00
					<b>Total :</b>	<b>1,314.00</b>
156463	12/5/2014	015355 GEOCON PROFESSIONAL SERV, LLC	201409146		UST REMOVAL ENG SERV	
					61-00-000-75305	586.48
					<b>Total :</b>	<b>586.48</b>
156464	12/5/2014	004538 GOLDY LOCKS	625608		DUPL KEY	
					01-25-000-73840	2.75
					<b>Total :</b>	<b>2.75</b>
156465	12/5/2014	004438 GRAINGER	9602212079		LED WALL,WIRE GUARD	
					60-00-000-72530	473.36
					<b>Total :</b>	<b>473.36</b>
156466	12/5/2014	014943 GRAY, GARRETT	112014		REIM. EXP. PARTS FOR STUDIO	
					01-46-000-72982	6.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156466	12/5/2014	014943 014943 GRAY, GARRETT			(Continued)	<b>Total : 6.41</b>
156467	12/5/2014	015677 HAYES, ROBERT	4962		PRINTING 2 MONTHS OF NEWSLETTER 01-56-000-72310	80.19 <b>Total : 80.19</b>
156468	12/5/2014	008043 HD SUPPLY WATERWORKS, LTD.	D191604 D278520 D278670 D291954		BEND 60-00-000-73630 PARTS 60-00-000-73630 BELL REDUCERS 60-00-000-73630 WASHERS,CONNECTOR 60-00-000-74175	140.45 333.60 102.93 240.44 <b>Total : 817.42</b>
156469	12/5/2014	004741 HEARTS & FLOWERS	004582		FRESH ARRANGEMENT 01-17-205-73600	50.00 <b>Total : 50.00</b>
156470	12/5/2014	016048 HRUBY, RYAN	100314		PER DIEM:MEALS-BREATH ANALYSIS 01-17-220-72140	45.00 <b>Total : 45.00</b>
156471	12/5/2014	005025 INTERNATIONAL CODE COUNCIL INC	INV0502855		SPRINKLER REVW GATEWAY RET/RO 01-30-000-72844	550.00 <b>Total : 550.00</b>
156472	12/5/2014	005186 INTERSTATE BATTERY SYSTEM	24016983		BATTERIES 60-00-000-72540 01-23-000-72540 01-17-205-72540	343.85 119.95 119.95 <b>Total : 583.75</b>
156473	12/5/2014	013122 IRISH CASTLE PAVING INC.	14-259 14-260		17375 S OAK PARK AVE~ 60-00-000-73780 17375 S OAK PARK AVE~ 60-00-000-73780	1,800.00 2,200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156473	12/5/2014	013122 013122 IRISH CASTLE PAVING INC.	(Continued)			<b>Total : 4,000.00</b>
156474	12/5/2014	005266 J.M.D. SOX OUTLET, INC.	102550		WORK CLOTHES 60-00-000-73610	109.95
			102646		WORK CLOTHES 01-25-000-73610	217.55
			102876		WORK CLOTHES 01-23-000-73610	320.27
			102879		WORK CLOTHES JUSTIN DICKEY 01-25-000-73610	99.76
			103091		WORK CLOTHES 01-24-000-73610	170.94
			103104		WORK CLOTHES 01-25-000-73610	296.91
			103320		WORK CLOTHES 01-23-000-73610	267.51
			103385		WORK CLOTHES 01-23-000-73610	145.67
			103703		WORK CLOTHES 01-24-000-73610	55.69
					<b>Total :</b>	<b>1,684.25</b>
156475	12/5/2014	016181 KISLER, STEPHANIE	120214		REIM.EXP. MILEAGE 43.9 @ .56 01-31-000-72130	24.58
					<b>Total :</b>	<b>24.58</b>
156476	12/5/2014	016819 KWARTENG, CHARLES	Ref001311185		UB Refund Cst #00472703 REF Dbl F 60-00-000-20599	158.24
					<b>Total :</b>	<b>158.24</b>
156477	12/5/2014	014190 LEHIGH HANSON	5465107		STONES 60-00-000-73860 01-23-000-73860 70-00-000-73860	589.88 294.95 98.31
					<b>Total :</b>	<b>983.14</b>
156478	12/5/2014	014846 LORENCE, BRUCE	120114		DECEMBER14 LGB TRAIN MONTHL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156478	12/5/2014	014846 LORENCE, BRUCE	(Continued)		73-67-000-72530	30.00
					<b>Total :</b>	<b>30.00</b>
156479	12/5/2014	005703 MAJESTY MAINTENANCE INC.	0048336-IN		DEC'14 JANITORIAL SERV VH	
			0048337-IN		01-25-000-72525	1,000.00
			0048346-IN		DEC'14 JANITORIAL SERV PS	
					01-25-000-72525	700.00
			0048351-IN		DEC'14 JANITORIAL SERV TRAIN S	
					73-67-000-72525	115.00
			0048352-IN		DEC'14 JANITORIAL SERV PD	
					01-25-000-72525	875.00
			0048353-IN		DEC'14 JANITORIAL SERV POLICE	
					01-25-000-72525	40.00
					DEC'14 JANITORIAL SERV PW GAR	
					01-25-000-72525	260.00
					<b>Total :</b>	<b>2,990.00</b>
156480	12/5/2014	013823 MALCOLM PIRNIE, INC.	8		PAYT 8 FOR OAK LAWN NEGOTIATI	
					60-00-000-72790	1,138.24
					<b>Total :</b>	<b>1,138.24</b>
156481	12/5/2014	016831 MANZKE, JEAN D	Ref001311405		UB Refund Cst #00468639	
					60-00-000-20599	188.88
					<b>Total :</b>	<b>188.88</b>
156482	12/5/2014	013969 MAP AUTOMOTIVE OF CHICAGO	40-299989		EVOLUTION,BRAKE ROTOR	
			40-300540		01-17-205-72540	121.56
					INTAKE MANIFOLD	
					01-17-205-72540	173.28
					<b>Total :</b>	<b>294.84</b>
156483	12/5/2014	010993 MARS COMPANY	148517		AMR REPAIR LABOR	
					60-00-000-74175	765.96
					<b>Total :</b>	<b>765.96</b>
156484	12/5/2014	012631 MASTER AUTO SUPPLY, LTD.	8592		POLAR DEICER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156484	12/5/2014	012631	MASTER AUTO SUPPLY, LTD.	(Continued)		
					01-23-000-72540	26.76
					01-17-205-72540	26.76
					<b>Total :</b>	<b>53.52</b>
156485	12/5/2014	005645	MEADE ELECTRIC COMPANY INC.	667584	TRAFFIC SIGNAL 171 ,173 OPA, 183	
					01-24-000-72775	495.00
					<b>Total :</b>	<b>495.00</b>
156486	12/5/2014	006074	MENARDS	57620	PULL CHAIN LAMP SOCKET, BASKET	
				57632	01-25-000-73570	10.94
					GARLAND,CABLE TIES	
					83-00-000-72923	49.98
					01-25-000-73870	5.19
					01-24-000-73870	5.19
				57651	CREDIT /DGR BELLED,COUPLING,C	
					60-00-000-73840	-12.78
				57841	BASIN KIT W/GRATE,4X 100 CORR	
					01-23-000-73790	103.51
				57853	14" BLK CABLE TIE	
					60-00-000-73870	25.95
					01-23-000-73870	25.95
				57926	BOWS,WREATHS,BULBS	
					01-19-000-73870	181.68
				57946	HAMMER,LUMBER,PLIER	
					01-23-000-73410	42.15
				57954	MOUSE KILLER REFILL	
					01-25-000-73550	11.94
				57955	VALVE,ADAPTER	
					01-23-000-72540	5.62
				58000	BRUSH,SANDBLASTERS	
					01-23-000-73830	15.91
				58167	CHRISTMAS LIGHTS,GARLAND,SAI	
					01-19-000-73870	57.99
				58319	MINI MKR,CREEPER SEAT W/TRAY	
					01-19-000-73410	41.96
				58328	BULBS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156486	12/5/2014	006074 MENARDS	(Continued)			
			58350		01-19-000-73870 CREDIT/4'5" PRELIT DAVIDSON	64.74
			58588		01-19-000-73870 LIGHTS,CYLINDER,PORTABLE BUD	-24.88
					01-35-000-72954	123.90
					<b>Total :</b>	<b>734.94</b>
156487	12/5/2014	012517 MERIDIAN IT INC.	S23248-IN		NETWORK AD HOC SERV AGREEM 01-14-000-72650	540.00
					<b>Total :</b>	<b>540.00</b>
156488	12/5/2014	016827 MUNICIPAL ELECTRONICS, INC	061952		RADAR CERT 01-17-220-72530	380.00
					<b>Total :</b>	<b>380.00</b>
156489	12/5/2014	015386 MUNICIPAL GIS PARTNERS, INC	2397		GIS staffing services - November 201 01-14-000-72652	7,669.50
					60-00-000-72652	7,669.50
					<b>Total :</b>	<b>15,339.00</b>
156490	12/5/2014	014443 MURPHY & MILLER, INC.	225993		METRA ST REFRIGERATION 1/1/15- 73-80-000-72530	984.00
					<b>Total :</b>	<b>984.00</b>
156491	12/5/2014	016822 NAGY, JACOB	Ref001311188		UB Refund Cst #00492742 60-00-000-20599	24.70
					<b>Total :</b>	<b>24.70</b>
156492	12/5/2014	011466 NEW ALBERTSONS INC.	120214		SODA,COOKIE TRAYS,CAKE 01-20-000-72220	84.95
			174		100-\$5 GIFT CARDS 01-56-000-72937	500.00
					<b>Total :</b>	<b>584.95</b>
156493	12/5/2014	015723 NICOR	0198151000		ACCT#0198151000 7780 W 183RD S 01-25-000-72511	259.02
			0682161000		ACCT#06-82-16-1000 0 6640 167TH	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156493	12/5/2014	015723 NICOR	(Continued)			
			5346371000		60-00-000-72511 ACCT#5346371000 18241 S 80TH A	85.27
			5407231000		01-25-000-72511 ACCT#5407231000 16250 OAK PAR	72.55
			7367541000		01-25-000-72511 ACCT#7367541000 7800 183RD ST	1,157.47
			8352371000		01-25-000-72511 ACCT#8352371000 7980 183RD ST	1,610.82
			96019958527		01-25-000-72511 ACCT#96-01-99-5852-7 7999 W TIMI	1,197.68
					73-80-000-72511	718.04
					<b>Total :</b>	<b>5,100.85</b>
156494	12/5/2014	016829 NOEL, NORBERT	112514		REIM. EXP. WORK BOOTS 01-23-000-73610	399.98
					<b>Total :</b>	<b>399.98</b>
156495	12/5/2014	006221 NORTHERN SAFETY CO. INC.	901179138		SANITIZER/CLEANER 01-17-205-73600	105.58
					<b>Total :</b>	<b>105.58</b>
156496	12/5/2014	016832 ODELSON & STERK, LTD.	14986		PROF. SERV. 14-450 ELECTORAL E 01-14-000-72850	17,801.00
					<b>Total :</b>	<b>17,801.00</b>
156497	12/5/2014	010702 O'MALLEY, JOHN D.	112714		BACKGRD ROBERT W. BERGMANN 01-23-000-72446	50.00
					<b>Total :</b>	<b>50.00</b>
156498	12/5/2014	010135 ONSITE COMMUNICATIONS USA, INC	42110		SERVICE CALL BAD PRESSURE PA 01-21-000-72550	110.00
					<b>Total :</b>	<b>110.00</b>
156499	12/5/2014	012406 PALL, SUSAN	120214		REIM. EXP.HOLIDAY DECOR AND S 01-35-000-72954	117.06
					<b>Total :</b>	<b>117.06</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156500	12/5/2014	006475	PARK ACE HARDWARE	046269/1	SCREW EYE 01-25-000-73840	1.43
				046273/1	BATTERIES 60-00-000-73840	15.98
				046314/1	KEY-RUBBER TOP 01-21-000-72540	3.99
				046324/1	TACK CLOTH 01-25-000-73620	3.18
				046330/1	FASTENERS,BULBS 01-19-000-73870	9.49
				046405/1	TAPE,TAPE DISPENSER 01-35-000-72954	13.57
<b>Total :</b>						<b>47.64</b>
156501	12/5/2014	012107	PARK HILL CAR WASH & LUBE	110114	FULL SERVICE 11/1/14-11/29/14 01-17-205-72540	24.00
<b>Total :</b>						<b>24.00</b>
156502	12/5/2014	006727	PATTEN INDUSTRIES, INC #774539	P50C0880719	CORD A 01-23-000-72530	53.46
				P80C0050760	ELEMENT ASY 01-23-000-72530	135.91
<b>Total :</b>						<b>189.37</b>
156503	12/5/2014	016793	PIERCE, ART	120414	REIM. EXP. FLOWERS,CAKE,CHRIS 01-40-000-72220	57.87
					01-13-000-73110	114.40
<b>Total :</b>						<b>172.27</b>
156504	12/5/2014	006559	PRAXAIR/GAS TECH	51114297	ACETYLENE,HIGH PRESSURE 60-00-000-73730	61.60
					01-24-000-73730	30.81
					01-23-000-73730	61.60
<b>Total :</b>						<b>154.01</b>
156505	12/5/2014	012902	PRO PARTS INC.	157811	BLASTER,CLEANER,FLUID 60-00-000-72540	18.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156505	12/5/2014	012902 PRO PARTS INC.	(Continued)		01-24-000-72540	18.78
					01-23-000-72540	18.78
					01-17-205-72540	28.14
					01-30-000-72540	9.38
					<b>Total :</b>	<b>93.86</b>
156506	12/5/2014	006850 QUILL CORPORATION	21158		SHEARS,PENS	
					01-31-000-73110	58.92
					<b>Total :</b>	<b>58.92</b>
156507	12/5/2014	016825 QUINN, PATRICK	Ref001311191		UB Refund Cst #00491971	
					60-00-000-20599	27.89
					<b>Total :</b>	<b>27.89</b>
156508	12/5/2014	006972 RED WING SHOE STORE	1590000005919	VTP-012689	RAGO - UNIFORMS	
					01-19-000-73610	112.00
					<b>Total :</b>	<b>112.00</b>
156509	12/5/2014	015138 RICMAR INDUSTRIES, INC.	319852	VTP-012666	GREASE PACKETS FOR SEWERS	
					60-00-000-73550	710.00
					60-00-000-73550	32.14
					<b>Total :</b>	<b>742.14</b>
156510	12/5/2014	015230 RIDGE LANDSCAPE SERVICES LLC	4082		NOV'14 LAWN MAINT 11/16/14-11/30	
					01-23-000-72881	10,237.04
					01-25-000-72881	585.30
					60-00-000-72881	275.44
					70-00-000-72881	378.72
					<b>Total :</b>	<b>11,476.50</b>
156511	12/5/2014	010463 ROSEMARY'S GARDEN	6267		SYMPATHY PLANTER	
					01-40-000-72220	50.00
					<b>Total :</b>	<b>50.00</b>
156512	12/5/2014	006922 RUBINO'S ITALIAN IMPORTS	2607		DELI ITEMS for assist with Palos Parl	
			7380		01-21-000-72220	89.85
					DELI ITEMS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156512	12/5/2014	006922 RUBINO'S ITALIAN IMPORTS	(Continued)		01-46-000-72930	93.36
					<b>Total :</b>	<b>183.21</b>
156513	12/5/2014	016334 RUSH TRUCK CENTERS	95920511		LABOR VIN#1HTWDAAR7AJ239576 01-23-000-72530	267.30
					<b>Total :</b>	<b>267.30</b>
156514	12/5/2014	007629 SAM'S CLUB DIRECT	2939		QUANTUM D10, COPY PAPER 60-00-000-73840 01-24-000-73840 01-23-000-73840 60-00-000-73110 01-24-000-73110 01-23-000-73110	11.98 6.00 11.98 22.30 11.16 22.30
			3223		CANDY, WATER 01-14-000-73210 01-14-000-73115 60-00-000-73115 01-24-000-73115 01-23-000-73115	26.28 19.95 7.01 3.50 7.01
			9775		ZIPLOC BAGS, TEABAGS, SPOONS, (C 01-14-000-73115 01-25-000-73115 01-30-000-73110 01-31-000-73110 73-80-000-73580 60-00-000-73115 01-24-000-73115 01-23-000-73115	12.25 12.25 12.25 12.25 10.98 3.50 1.76 3.50
					<b>Total :</b>	<b>218.21</b>
156515	12/5/2014	014962 SANCHEZ, LAURA	120114		REIM. EXP. FUEL 01-17-220-72140	28.21
					<b>Total :</b>	<b>28.21</b>
156516	12/5/2014	015314 SANCHEZ, VICKI	120314		REIM. EXP. GIFT CARDS, MOVIE, TAI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156516	12/5/2014	015314 SANCHEZ, VICKI	(Continued)		01-35-000-72954 01-14-000-73115	170.92 25.00
<b>Total :</b>						<b>195.92</b>
156517	12/5/2014	015712 SANDENO EAST, INC.	7663		BROKEN CONCRETE & ASPHALT S 60-00-000-73681 01-23-000-72890	252.00 108.00
<b>Total :</b>						<b>360.00</b>
156518	12/5/2014	016807 SHELBY ELECTRIC	Ref001310711		Ref Overpayment 01-00-000-20599	55.00
<b>Total :</b>						<b>55.00</b>
156519	12/5/2014	013043 SITE DESIGN GROUP, LTD.	7250-04		COMPLETE STREETS~ 01-31-000-72847	892.50
			7360.07-01		FAMOUS LIQUORS 01-31-000-72847	170.00
			7360.11-02		HARLEM AVE MEDICAL CENTER~ 01-31-000-72847	125.00
			7360.15-01		AUDITS~ 01-31-000-72847	102.50
			7360.16-01		TINLEY DOWNS~ 01-31-000-72847	182.50
			7426-05		LANDSCAPE AUDITS 2014~ 01-31-000-72847	1,637.21
<b>Total :</b>						<b>3,109.71</b>
156520	12/5/2014	007339 SIUE	120414		SEMINAR/GENE LODE 01-30-000-72140	525.00
<b>Total :</b>						<b>525.00</b>
156521	12/5/2014	016821 SMITH, ANDREW	Ref001311187		UB Refund Cst #00491662 60-00-000-20599	75.00
<b>Total :</b>						<b>75.00</b>
156522	12/5/2014	014886 SO.SUB.MAJOR CRIMES TASK FORCE	112114		ASSESSMENT FOR 2015	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156522	12/5/2014	014886	SO.SUB.MAJOR CRIMES TASK FORCE	(Continued)	01-17-205-72720	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
156523	12/5/2014	000608	SOUTHTOWN STAR	2013003	ACCT#2013003 SUBSCRIPTION 1/1 01-14-000-72720	221.00
					<b>Total :</b>	<b>221.00</b>
156524	12/5/2014	012238	STAPLES BUSINESS ADVANTAGE	3248263648	INKING STAMP	
				3248263649	01-17-205-73110 CREDIT TOTE N GO	31.15
				3248758293	01-17-205-73110 FLDR,INK ROLL	-11.99
				3248758294	01-17-205-73110 DESKPAD,FLDR	24.27
				3248758295	01-17-205-73110 BINDER,DIV,PAD,CD/DVD SLEEVES	62.91
				3248758296	01-17-205-73110 ENV,FLDR,LBL,STORAGE BOX	53.42
				3248758297	01-13-000-73110 LBL,BINDER CLIPS	391.11
				3248758298	01-14-000-73110 STORAGE DRAWER	211.34
					01-13-000-73110	33.27
					<b>Total :</b>	<b>795.48</b>
156525	12/5/2014	011189	STAPLES CREDIT PLAN	40825	CERT,LBL,PASTEL PAPER	
					01-35-000-72954	31.27
					<b>Total :</b>	<b>31.27</b>
156526	12/5/2014	015452	STEINER ELECTRIC COMPANY	S004884793.001	LOCKING TIE	
				S004885566.001	01-23-000-73830 TILE BRIDGES	129.98
					30-00-000-74150	34.80
					<b>Total :</b>	<b>164.78</b>
156527	12/5/2014	007438	SUB TRAILER HITCH, INC.	10783	JACK,JACK FOOT,COUPLER REPAI	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156527	12/5/2014	007438 SUB TRAILER HITCH, INC.	(Continued)		01-23-000-72530	80.85
					<b>Total :</b>	<b>80.85</b>
156528	12/5/2014	007297 SUTTON FORD INC./FLEET SALES	407995		TUBE ASY PD 9A 01-17-205-72540	28.45
					<b>Total :</b>	<b>28.45</b>
156529	12/5/2014	014477 SYMANTEC CORP.	1130866853	VTP-012703	<IT> - SECURE SITE CERTIFICATE 30-00-000-74126	399.00
			1130866854	VTP-012703	<IT> - SECURE SITE CERTIFICATE 30-00-000-74126	399.00
					<b>Total :</b>	<b>798.00</b>
156530	12/5/2014	016732 SYSKA HENNESSY GROUP INC	200165	VTP-012550	80TH AVE TRAIN STATION HVAC OF 33-00-000-75126	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
156531	12/5/2014	012001 TAPCO	1473700		TEFLON STRIP, BLADE 01-23-000-73830	287.18
					<b>Total :</b>	<b>287.18</b>
156532	12/5/2014	007886 THEODORE POLYGRAPH SERVICE	4602		AMANDA KLUSZCZYNSKI/POLICE 01-40-000-72846	135.00
			4619		SALINA COLON/TELECOMM 01-40-000-72846	135.00
					<b>Total :</b>	<b>270.00</b>
156533	12/5/2014	007777 THOMPSON ELEVATOR INSPECTION	14-4142		34 SEMI-ANNUAL ELEVATOR INSPE 01-30-000-72853	1,292.00
			14-4178		8 SEMI-ANNUAL ELEVATOR/7 NEW 01-30-000-72853	829.00
					<b>Total :</b>	<b>2,121.00</b>
156534	12/5/2014	016824 TJ MALONE & SONS	Ref001311190		UB Refund Cst #00495234 60-00-000-20599	564.92
					<b>Total :</b>	<b>564.92</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156535	12/5/2014	007987 UNITED METHODIST CHURCH	120114		DEC14 COMMUTER PARKING LOT I 70-00-000-72621	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
156536	12/5/2014	004192 VILLAGE OF FRANKFORT	400-1000-00-01		Acct 400-1000-00-01 Brookside Glen 60-00-000-73227	60,498.70
					<b>Total :</b>	<b>60,498.70</b>
156537	12/5/2014	016830 VILLAGE OF HOMEWOOD	120414		RADIO EQUIPMENT GRANT AWARD 01-19-000-72550	13,865.58
					<b>Total :</b>	<b>13,865.58</b>
156538	12/5/2014	006362 VILLAGE OF OAK LAWN	1-9990015-00		WATER PURCHASED NOV 14 60-00-000-73220	886,613.63
					<b>Total :</b>	<b>886,613.63</b>
156539	12/5/2014	011055 WARREN OIL CO.	I0879352		N.L. GAS USED 11/14/14-12/1/14 01-17-205-73530 01-19-000-73530 01-20-000-73530 01-21-000-73530 60-00-000-73530 01-23-000-73530 01-24-000-73530 01-30-000-73530 01-31-000-73530 01-32-000-73530 01-12-000-73530 01-14-000-73532 01-14-000-73531 01-14-000-73533 14-00-000-73530 01-53-000-73530	9,970.28 588.39 103.10 163.76 1,001.56 1,585.26 327.78 293.41 36.97 39.57 170.53 49.47 484.77 167.66 52.33 292.63
			I0879353		DIESEL USED 11/14/14-12/1/14 01-19-000-73545 60-00-000-73545 01-23-000-73545	2,134.23 554.15 1,001.70

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156539	12/5/2014	011055 WARREN OIL CO.	(Continued)		01-24-000-73545	259.25
					01-14-000-73532	172.37
					01-42-000-73545	384.55
					01-14-000-73531	4,073.60
					<b>Total :</b>	<b>23,907.32</b>
156540	12/5/2014	008238 WINSTON'S MARKET	2322		CATERING	
					01-12-000-72220	104.00
					<b>Total :</b>	<b>104.00</b>
156541	12/5/2014	012450 WOOD, SCOTT	120114		WORK BOOTS/SCOTT WOOD	
					01-23-000-73610	103.83
					<b>Total :</b>	<b>103.83</b>
156542	12/5/2014	008226 WYMAN & COMPANY	42375		FRAMING/RESOLUTIONS	
			42386		01-20-000-73605	208.00
					FRAMING/TOP 10 REASONS	
					01-20-000-73605	120.00
					<b>Total :</b>	<b>328.00</b>
156543	12/5/2014	016828 ZIMBAUER, JASON	112514		REIM. EXP. WORK BOOTS	
					60-00-000-73610	276.68
					<b>Total :</b>	<b>276.68</b>
<b>129 Vouchers for bank code : apbank</b>						<b>Bank total : 1,411,021.60</b>
<b>130 Vouchers in this report</b>						<b>Total vouchers : 1,411,823.29</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

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<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

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156544	12/12/2014	013126 22ND CENTURY MEDIA, LLC	00310651		22 SW SPECIAL SECTIONS 3X10 V 01-35-000-72954	1,050.00
					<b>Total :</b>	<b>1,050.00</b>
156545	12/12/2014	008882 3CMA	120414		MEMBERSHIP/DONNA FRAMKE 01-35-000-72720	390.00
					<b>Total :</b>	<b>390.00</b>
156546	12/12/2014	015182 A T & T	773R07118311		ACCT#773 R07-1183 721 6 10/29/14- 11-00-000-72790	333.29
					<b>Total :</b>	<b>333.29</b>
156547	12/12/2014	002832 ADDISON BUSINESS SYSTEMS	1122572		SERVICE SHREDDER IN COPIER R 01-17-205-72530	149.00
					<b>Total :</b>	<b>149.00</b>
156548	12/12/2014	002856 AIRY'S, INC	20327	VTP-012699	80TH AVE FORCE MAIN 60-00-000-72745	5,768.98
					<b>Total :</b>	<b>5,768.98</b>
156549	12/12/2014	002418 AMERICAN LEGION POST NO. 615	121014		VOLUNTEER STAFF FOOD & BEVEI 01-35-000-72954	104.00
					<b>Total :</b>	<b>104.00</b>
156550	12/12/2014	002570 AMERICAN SALES	19285	VTP-012701	CHRISTMAS LIGHTS 01-25-000-73112	1,660.77
					<b>Total :</b>	<b>1,660.77</b>
156551	12/12/2014	002628 AMERICAN WATER CAPITAL CORP.	4000048808		DEC '14 USAGE DATA 60-00-000-73225	308.44
					<b>Total :</b>	<b>308.44</b>
156552	12/12/2014	002452 AMERIGAS-LANSING	3035428004		ACCT#201490841 7980 W 183RD S 60-00-000-73520 01-24-000-73520 01-23-000-73520	85.24 42.61 85.24

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156552	12/12/2014	002452	002452 AMERIGAS-LANSING		(Continued)	<b>Total : 213.09</b>
156553	12/12/2014	003166	B & J TOWING AND AUTO REPAIR	0006450	SAFETY INSPECTIONS 60-00-000-72266 01-24-000-72266 01-23-000-72266	35.00 46.50 23.50 <b>Total : 105.00</b>
156554	12/12/2014	010953	BATTERIES PLUS - 277	277-361193 277-361585	BATTERIES 01-19-000-73870 BATTERIES 14-00-000-74150	244.08 140.00 <b>Total : 384.08</b>
156555	12/12/2014	012511	BEST BUY BUSINESS ADVANTAGE	1768514	APPLE 3.3FT LIGHTNING 01-25-000-73870	19.99 <b>Total : 19.99</b>
156556	12/12/2014	002974	BETTENHAUSEN CONSTRUCTION SERV	140265 140266 140267 140268	HAULING SPOILS 60-00-000-73681 01-23-000-72890 HAULING STONES 60-00-000-73860 01-23-000-73860 70-00-000-73860 HAULING STONES 60-00-000-73860 01-23-000-73860 70-00-000-73860 HAULING WOOD CHIPS 60-00-000-73681 01-23-000-72890	441.00 189.00 405.00 202.50 67.50 81.00 40.50 13.50 315.00 135.00 <b>Total : 1,890.00</b>
156557	12/12/2014	016817	BEVERLY SNOW AND ICE INC	14971 14972	SNOW 11/24/14 HICKORY STREET 01-23-000-72785 SNOW 11/24/14 OPA TRAIN N & S LI	275.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156557	12/12/2014	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			14973		70-00-000-72740 SNOW 11/24/14 ZABROCKI PLAZA	550.00
			14974		01-23-000-72785 SNOW 11/24/14 VOGT PLAZA	150.00
			14975		01-23-000-72785 SNOW 11/24/14 FIRE STATION 1	90.00
			14976		01-23-000-72785 SNOW 11/24/14 UNITED METHODIST	140.00
			14977		01-23-000-72785 SNOW 11/24/14 VILLAGE HALL SNC	120.00
			14978		01-23-000-72785 SNOW 11/24/14 MUNICIPAL LOT (S	435.00
			14979		01-23-000-72785 SNOW 11/24/14 MUNICIPAL LOT (B)	130.00
			14980		01-23-000-72785 SNOW 11/24/14 MUNICIPAL LOT (C)	60.00
			14981		01-23-000-72785 SNOW 11/24/14 MUNICIPAL PARKIN	60.00
			14982		01-23-000-72785 SNOW 11/24/14 MUNICIPAL LOT (N	60.00
			14983		01-23-000-72785 SNOW 11/24/14 POST 1	80.00
			14984		01-23-000-72785 SNOW 11/24/14 80TH AVE NORTH	180.00
			14985		70-00-000-72740 SNOW 11/24/14 80TH AVE SOUTH	1,625.00
			14986		70-00-000-72740 SNOW 11/24/14 POLICE DEPARTME	1,625.00
			14987		01-23-000-72785 SNOW 11/24/14 HELIPORT & EMA C	215.00
			14988		01-23-000-72785 SNOW 11/24/14 POST 11 179TH & 8	540.00
			14989		01-23-000-72785 SNOW 11/24/14 FIRE STATION 2	50.00
			14990		01-23-000-72785 SNOW 11/24/14 FIRE STATION 3	140.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156557	12/12/2014	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			14991		01-23-000-72785 SNOW 11/24/14 FIRE STATION 4	100.00
			14992		01-23-000-72785 SNOW 11/24/14 POST 2 18301 RIDG	150.00
			14993		01-23-000-72785 SNOW 11/24/14 PAWS	70.00
			14994		01-23-000-72785 SNOW 11/24/14 TINLEY CREEK BR	70.00
					01-23-000-72785	40.00
					<b>Total :</b>	<b>6,955.00</b>
156558	12/12/2014	002922 BONAREK, JOHN	120814		PER DIEM; LODG,MEALS,FUEL,PAF 01-17-225-72130	353.17
					<b>Total :</b>	<b>353.17</b>
156559	12/12/2014	010698 BRADFORD SYSTEMS CORP.	20528-2	VTP-012441	DRYING CABINET - PROJECT 20528 30-00-000-74014	14,960.00
					<b>Total :</b>	<b>14,960.00</b>
156560	12/12/2014	016833 CARLSSON, MARILYN	120414		REFUND PARKING TICKET 01-14-000-79099	25.00
					<b>Total :</b>	<b>25.00</b>
156561	12/12/2014	010243 CAVALLINI'S IN THE PARK	121114		VOLUNTEER STAFF FOOD & BEVEI 01-35-000-72954	65.50
					<b>Total :</b>	<b>65.50</b>
156562	12/12/2014	003243 CDW GOVERNMENT INC.	QX63006		TONERS 01-19-000-73110 01-17-205-73110 01-19-000-73110 01-17-205-73110	182.02 160.00 5.32 4.67
			RB28131	VTP-012700	<IT> - MICROSOFT LICENSING - SH 30-00-000-74159	574.78
				VTP-012700	30-00-000-74126	1,149.74
				VTP-012700	30-00-000-74159	2,724.08

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156562	12/12/2014	003243 CDW GOVERNMENT INC.	(Continued) RC12147		VIEWSONIC MONITOR 01-25-000-72565	138.98
			RC14184		HP MAINT KIT 01-14-000-72565	224.99
<b>Total :</b>						<b>5,164.58</b>
156563	12/12/2014	003229 CED/EFENGEE	5025-486306		BULBS 01-24-000-73570	146.53
			5025-486347		BULBS 01-24-000-73570	73.26
			5025-486405		PHOTOCONTROL 01-24-000-73570	21.58
<b>Total :</b>						<b>241.37</b>
156564	12/12/2014	009380 CENTANNI, RONALD	120414		REIM. EXP. WATER,CHIPS,SODA/YO 01-46-000-72930	21.46
<b>Total :</b>						<b>21.46</b>
156565	12/12/2014	003373 CENTRAL PARTS WAREHOUSE	258354A		BALL VALVE ASSY 01-23-000-72530	100.22
<b>Total :</b>						<b>100.22</b>
156566	12/12/2014	013991 CHICAGO OFFICE PRODUCTS CO.	841923-0		CLIP,STAPLER,MARKING PAINT 01-25-000-73110	37.58
					60-00-000-73110	39.03
<b>Total :</b>						<b>76.61</b>
156567	12/12/2014	015199 CHICAGO PARTS & SOUNDS LTD	10471	VTP-012183	(12) GUN MOUNTING KITS 30-00-000-74164	5,700.00
<b>Total :</b>						<b>5,700.00</b>
156568	12/12/2014	013795 CHICAGO SUN-TIMES	0000272497		AD#100157280-LEGALS 10/1/14-10/ 01-14-000-72330	26.28
					01-48-000-72330	86.14
					01-47-000-72330	87.60
			0000276927		ADV#100157280 11/1/14-11/30/14	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156568	12/12/2014	013795 CHICAGO SUN-TIMES	(Continued)		01-48-000-72330 01-30-000-72330	110.96 571.00
<b>Total :</b>						<b>881.98</b>
156569	12/12/2014	005299 CLASS C SOLUTIONS GROUP	7061204001		BRAKE CLNR,LOCK NUT,CONN,BU 60-00-000-72540 01-24-000-72540 01-23-000-72540 01-17-205-72540 01-30-000-72540	105.05 105.04 105.05 157.56 52.52
<b>Total :</b>						<b>525.22</b>
156570	12/12/2014	013171 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 17355 68 01-14-000-72125	222.85
<b>Total :</b>						<b>222.85</b>
156571	12/12/2014	013878 COMED - COMMONWEALTH EDISON	1219051038 8363023007		ACCT#1219051038 0 178TH ST 80TI 60-00-000-72510 ACCT#8363023007 0 179TH ST & 82 60-00-000-72510	100.45 148.77
<b>Total :</b>						<b>249.22</b>
156572	12/12/2014	012522 CONNEY SAFETY PRODUCTS, LLC	04825928		GLOVES,TYLENOL,BANDAGES,ALE 60-00-000-73845 60-00-000-73117 01-23-000-73845 01-23-000-73117 01-24-000-73117	99.12 19.91 88.08 19.91 13.47
<b>Total :</b>						<b>240.49</b>
156573	12/12/2014	012826 CONSTELLATION NEWENERGY, INC.	0020144444 0020144447 0020144448		POST#7 ACCT ID#1-EI-2367 CUST I 60-00-000-72510 POST#5 ACCT#1-EI-3038 CUST ID# 60-00-000-72510 POST#6 ACCT ID#1-EI-2369 CUST I 60-00-000-72510	452.67 2,986.42 302.22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156573	12/12/2014	012826 CONSTELLATION NEWENERGY, INC.	(Continued) 0020144450		POST#1 ACCT#1-EI-2731 CUST ID# 60-00-000-72510	1,959.61
			0020150363		POST#2 ACCT ID#1-EI-2434 CUST I 60-00-000-72510	7,351.93
					<b>Total :</b>	<b>13,052.85</b>
156574	12/12/2014	003635 CROSSMARK PRINTING, INC	25927		FIRE DEPT CALENDAR 01-20-000-72310	3,057.87
					<b>Total :</b>	<b>3,057.87</b>
156575	12/12/2014	011844 CUSTOM TIRE, INC.	49903		TIRES/SERVICE TRK#69 60-00-000-73560	612.50
					<b>Total :</b>	<b>612.50</b>
156576	12/12/2014	003240 CUTRANO, MIKE	120814		REIM.EXP.SUPPLIES FOR HOLIDAY 01-35-000-72954	8.67
					<b>Total :</b>	<b>8.67</b>
156577	12/12/2014	003770 DUSTCATCHERS INC	91493		MATS/PD 01-25-000-72790	63.57
					<b>Total :</b>	<b>63.57</b>
156578	12/12/2014	004009 EAGLE UNIFORM CO INC	120814		KLOTZ - UNIFORMS	
				VTP-012656	01-19-000-73610	320.80
					01-19-000-73610	38.00
			235091		HANNON - UNIFORMS	
				VTP-012685	01-19-000-73610	91.75
					01-19-000-73610	1.75
			235112		(SCHELLHORN) RETIREMENT BADI	
				VTP-012708	01-19-000-73610	75.00
					<b>Total :</b>	<b>527.30</b>
156579	12/12/2014	016439 EL COCO MIO	0064088		VOLUNTEER HOLIDAY PARTY	
					01-40-000-72220	55.20
					01-46-000-72220	414.00
					01-17-215-72220	138.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156579	12/12/2014	016439 EL COCO MIO	(Continued)			
					01-17-205-72220	82.80
					01-45-000-72220	248.40
					01-44-000-73870	82.80
					01-48-000-72220	248.40
					83-00-000-72220	193.20
					01-12-000-72220	82.80
					01-56-000-72954	276.00
					01-57-000-72220	220.80
					01-50-000-72220	524.40
					01-47-000-73870	138.00
					01-13-000-72220	55.20
					<b>Total :</b>	<b>2,760.00</b>
156580	12/12/2014	004098 ESRI	92903498		<IT> - ARCGIS LICESNING/MAINT R	
				VTP-012702	01-14-000-72652	1,500.00
				VTP-012702	60-00-000-72652	1,500.00
				VTP-012702	01-14-000-72652	350.00
				VTP-012702	60-00-000-72652	350.00
				VTP-012702	01-14-000-72652	625.00
				VTP-012702	60-00-000-72652	625.00
					<b>Total :</b>	<b>4,950.00</b>
156581	12/12/2014	016755 ESSENTIAL EQUIPMENT SOLUTIONS	3117		CART EXPENSES	
				VTP-012600	01-19-000-72644	990.00
					01-19-000-72644	37.11
					<b>Total :</b>	<b>1,027.11</b>
156582	12/12/2014	004022 EVEREADY WELDING SERVICE	787684		WELD TAB BRACKETS ON BACK FC	
					60-00-000-72540	92.00
					<b>Total :</b>	<b>92.00</b>
156583	12/12/2014	004019 EVON'S TROPHIES & AWARDS	092314		SWEATERS,POLOS/DISCOVER TIN	
					01-46-000-72981	497.50
					<b>Total :</b>	<b>497.50</b>
156584	12/12/2014	015853 FIRE SERVICE INC.	17382		INSPECT LIGHT BAR VIN#4EN3ABA	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156584	12/12/2014	015853 FIRE SERVICE INC.	(Continued)		01-19-000-72540	1,940.93
					<b>Total :</b>	<b>1,940.93</b>
156585	12/12/2014	012941 FMP	52-264367		BOOT KIT SPLG,SPARK PLUGS	
			52-264528		01-17-205-72540	62.48
			52-265048		CREDIT BATTERY CORE	-45.00
			52-265159		01-17-205-72540	88.95
			52-265238		FVP,CORE CHARGE	88.95
			52-265340		01-17-205-72540	88.95
			52-265342		FVP	88.95
					01-17-205-72540	88.95
					FVP 65HD	88.95
					01-17-205-72540	88.95
					SPARK PLUGS	24.96
					01-30-000-72540	398.24
					<b>Total :</b>	<b>398.24</b>
156586	12/12/2014	011611 FOX VALLEY FIRE & SAFETY CO.	875817		FIRE ALARM INSPECTION/FIRE ST	
			876818		01-19-000-72122	157.00
				VTP-012687	NOVEMBER - MONTHLY MAINTENA	
					14-00-000-72750	3,951.25
					<b>Total :</b>	<b>4,108.25</b>
156587	12/12/2014	004200 FRAMKE, DONNA	121014		REIM. EXP.SEPT-DEC'14 CELL PHC	
					01-35-000-72120	300.00
					01-35-000-72130	281.12
					01-35-000-72720	59.40
					01-35-000-72220	42.44
					83-00-000-72987	50.00
					<b>Total :</b>	<b>732.96</b>
156588	12/12/2014	004262 FRAZIER CONCRETE INC.	1303-14		SIDEWALK PROGRAM 2014 VARIOI	
					01-23-000-75200	19,162.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156588	12/12/2014	004262 004262 FRAZIER CONCRETE INC.	(Continued)			<b>Total : 19,162.05</b>
156589	12/12/2014	016632 GLENDALE PARADE STORE, LLC	65410A	VTP-012585	FLAGS/BRAIDS 01-17-205-73600	206.25 <b>Total : 206.25</b>
156590	12/12/2014	010419 GLOBAL EMERGENCY PRODUCTS, INC	AG42734		BENTS,GASKET 01-19-000-72540	102.23 <b>Total : 102.23</b>
156591	12/12/2014	012942 GODETTE, LAURA	120414		REIM. EXP. FLOWERS,CAKE,CHRIS 01-40-000-72220 01-13-000-73110	57.87 114.40 <b>Total : 172.27</b>
156592	12/12/2014	004538 GOLDY LOCKS	625723		DUPL KEY 01-30-000-73870	3.95 <b>Total : 3.95</b>
156593	12/12/2014	004493 GORDON FOOD SERVICE INC.	768103802		DEC'14 LUNCHEON SUPPLIES 01-56-000-72937	99.01 <b>Total : 99.01</b>
156594	12/12/2014	014491 HANSEN DOOR INC.	3541		FIRE STATION 1~ 01-25-000-72520	1,128.75 <b>Total : 1,128.75</b>
156595	12/12/2014	004691 HARD ROCK CONCRETE CUTTERS INC	148659		DIESEL SAW OPENINGS 60-00-000-72745	395.00 <b>Total : 395.00</b>
156596	12/12/2014	008043 HD SUPPLY WATERWORKS, LTD.	D314878		METER CONNECTION 60-00-000-74175	360.00 <b>Total : 360.00</b>
156597	12/12/2014	012281 HINCKLEY SPRINGS	5977593 120614		RENTAL 01-21-210-73110	131.83

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156597	12/12/2014	012281	012281 HINCKLEY SPRINGS		(Continued)	<b>Total : 131.83</b>
156598	12/12/2014	005034	IL PLUMBING INSPECTORS ASSN	120514	MEMBERSHIP/GENE LODE 01-30-000-72720	30.00 <b>Total : 30.00</b>
156599	12/12/2014	005160	ILLINOIS STATE POLICE	CC4004	CC 4004 TINLEY FINGERPRINT VILI VTP-012715 01-23-000-72446 VTP-012715 01-35-000-72446 VTP-012715 01-31-000-72446	63.00 31.50 31.50 <b>Total : 126.00</b>
156600	12/12/2014	004847	IMPRESSION PRINTING	16019	NAME BADGES BAKER & NIEMEYE 01-32-000-73110	29.90 <b>Total : 29.90</b>
156601	12/12/2014	005025	INTERNATIONAL CODE COUNCIL INC	INV0506695	PLAN REVW-BETTENHAUSEN AUT 01-30-000-72844	750.00 <b>Total : 750.00</b>
156602	12/12/2014	005186	INTERSTATE BATTERY SYSTEM	10032492 201954 24017126	BATTERIES 01-24-000-72530 BATTERY 60-00-000-72525 BATTERY 60-00-000-72540	156.95 21.95 119.95 <b>Total : 298.85</b>
156603	12/12/2014	004875	IRMA	13810 13836	NOV'14 DEDUCTIBLE 01-17-205-72541 01-19-000-72541 60-00-000-72541 01-23-000-72541 NOV'14 OPTIONAL DEDUCTIBLE 01-17-205-72541 60-00-000-72541	3,591.00 7.20 2,553.40 -100.00 9,032.82 1,454.44 <b>Total : 16,538.86</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156604	12/12/2014	005266 J.M.D. SOX OUTLET, INC.	104193		WORK CLOTHES 01-23-000-73610	25.02
			104486		WORK CLOTHES 60-00-000-73610	148.32
			104585		WORK CLOTHES 01-23-000-73610	99.85
			104716		WORK CLOTHES 60-00-000-73610	253.99
			104761		WORK CLOTHES 01-23-000-73610	35.99
			104865		WORK CLOTHES 01-23-000-73610	425.00
			105049		WORK CLOTHES 01-23-000-73610	267.76
<b>Total :</b>						<b>1,255.93</b>
156605	12/12/2014	014927 JAVASmart USA LLC	15431949		JAVA CAFE 01-20-000-72220	110.99
<b>Total :</b>						<b>110.99</b>
156606	12/12/2014	011968 JOHN E REID & ASSOC, INC	152280		4-DAY INTERVIEW & INTERROGATI 01-17-220-72140	500.00
<b>Total :</b>						<b>500.00</b>
156607	12/12/2014	007233 JOLIET SUSPENSION, INC.	103418		RUBBER PLATE,SPRING CARRIER, 01-53-000-72540	392.92
<b>Total :</b>						<b>392.92</b>
156608	12/12/2014	012382 LEGENDS PHOTOGRAPHY	120714		5X7 SANTA PICTURES DEC 6/7 201 01-35-000-72954	2,604.00
<b>Total :</b>						<b>2,604.00</b>
156609	12/12/2014	014402 LEXISNEXIS RISK DATA MGMNT INC	1038013-20141130		SEARCHES,REPORTS 11/1/14-11/30 01-17-225-72852	71.85
<b>Total :</b>						<b>71.85</b>
156610	12/12/2014	014354 M J WORKS INC.	4201		UNSCHEDULED WELDING TRUCK :	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156610	12/12/2014	014354 M J WORKS INC.	(Continued)	VTP-012722	01-23-000-72530	771.45
					<b>Total :</b>	<b>771.45</b>
156611	12/12/2014	003440 M. COOPER SUPPLY CO.	S1735220.001		BRASS BUSHINGS	33.92
			S1736429.001		60-00-000-73630	
					COUP,PVC PIPE	
					73-80-000-72520	32.70
					<b>Total :</b>	<b>66.62</b>
156612	12/12/2014	007100 M. E.SIMPSON COMPANY, INC	26282		WATER METER TESTING-DURBINS	
					60-00-000-72726	40.00
					<b>Total :</b>	<b>40.00</b>
156613	12/12/2014	013059 MAIOLO, DENISE	110114		NOV'14 MILEAGE REIM.34 @.56	
					01-12-000-72130	19.04
					<b>Total :</b>	<b>19.04</b>
156614	12/12/2014	005765 MARTIN WHALEN O.S. INC.	504415		CAN/IR5050N 11/29/14-11/28/15	
			505032		01-17-205-72750	896.00
					XER/X725S CONTRACT 11/12/14-11.	
					01-17-225-72750	1,831.42
					<b>Total :</b>	<b>2,727.42</b>
156615	12/12/2014	005645 MEADE ELECTRIC COMPANY INC.	667479		STREET LIGHTING 159TH & OAK P/	
					01-24-000-72775	7,560.00
					<b>Total :</b>	<b>7,560.00</b>
156616	12/12/2014	006074 MENARDS	57943		LIGHTER,INVERTER,PAINT,GREEN	
					01-35-000-72954	63.76
					01-35-000-72982	7.94
					01-35-000-72954	19.52
			58014		CERAMIC HEATER	
					01-25-000-73870	14.99
			58325		MAILBOX ,MOUNTING BOARD	
					01-23-000-73840	24.94
			58352		NYLON ROPE YELLOW	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156616	12/12/2014	006074 MENARDS	(Continued)		60-00-000-73410	3.79
			58415		25' LIGHTUED YEL CORD	
			58430		01-35-000-72954	59.98
			58433		CREDIT 150 WATT POWER INVERT	
			58501		01-35-000-72954	-79.28
			58517		LED,LIGHTS,BATTERIES	
			58573		01-35-000-72954	83.23
			58585		ANCHOR,BIKE HOOK,UTIL HANGEF	
			58594		60-00-000-73840	37.30
			58669		6.5' PRELIT CARSON PINE TREE	
			58674		01-25-000-73112	79.99
			58680		CORDS	
			58716		01-23-000-73570	88.81
			58725		POLY CLEAR	
			59056		01-35-000-72954	252.95
					ROPE LIGHT,GREEN CORD,SURGE	
					01-19-000-73870	78.86
					10X14 NO SMOKING SIGN	
					01-23-000-73830	1.94
					1" THD COUP PVC 80	
					60-00-000-72528	6.96
					RISER,PVC'S	
					60-00-000-72528	7.18
					ADAPTOR,HEADPHONE SPLITTER	
					01-35-000-72954	7.88
					TAP CORD,C7,CLIP.GRN WIRE	
					01-19-000-73870	68.82
					CREDIT PORTABLE BUDDY HEATEI	
					01-35-000-72954	-74.00
					<b>Total :</b>	<b>755.56</b>
156617	12/12/2014	012517 MERIDIAN IT INC.	M072537-IN	VTP-012697	<IT> - MAINT/SUPPORT RENEWAL	
					01-14-000-72756	1,530.00
					<b>Total :</b>	<b>1,530.00</b>
156618	12/12/2014	005742 METRO POWER INC.	10245		SERVICE EMERGENCY GENERATC	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156618	12/12/2014	005742 METRO POWER INC.	(Continued)		01-25-000-72790	5,017.95
					<b>Total :</b>	<b>5,017.95</b>
156619	12/12/2014	016834 MIARTAN, LAUREL	120414		REFUND BEVERLY HILLS PLAY-LUN 01-14-000-79099	100.00
					<b>Total :</b>	<b>100.00</b>
156620	12/12/2014	013941 MORRILL & ASSOCIATES, P.C.	4109		LEGISLATIVE REPRESENTATION FO 01-14-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
156621	12/12/2014	015577 NEUBAUER, STEVE	008065414226-8000012		REIM. EXP. CHRISTMAS CARDS 01-17-205-72310	151.28
					<b>Total :</b>	<b>151.28</b>
156622	12/12/2014	006325 NICE, LARRY E.	121114		REIM. EXP. WORK BOOTS 01-23-000-73610	157.23
					<b>Total :</b>	<b>157.23</b>
156623	12/12/2014	015723 NICOR	0997741000 1221361000		ACCT#0997741000 7801 W 191ST S 01-25-000-72511 ACCT#1221361000 7825 W 167TH S 01-25-000-72511	653.41 443.86
					<b>Total :</b>	<b>1,097.27</b>
156624	12/12/2014	006431 ORLAND TOWNSHIP	120514		IMMUNIZATIONS 11/8/14 9 SHOTS 01-14-000-72985	90.00
					<b>Total :</b>	<b>90.00</b>
156625	12/12/2014	013096 PACE SYSTEMS, INC.	IN00006572		PD-DVR 01-25-000-72552	385.00
					<b>Total :</b>	<b>385.00</b>
156626	12/12/2014	006475 PARK ACE HARDWARE	046173/1 046256/1		PAINT,ROLLER,PAINTBRUSH,ROLL 60-00-000-72528 DRILL BIT 01-19-000-72530	78.32 32.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156626	12/12/2014	006475 PARK ACE HARDWARE	(Continued) 046421/1		TUBE,TAPE,ADAPTER INSERT 60-00-000-72528	13.18
			046432/1		NOZZLE 01-19-000-73410	16.98
			046447/1		BATTERIES 01-30-000-73870	21.98
			046453/1		COUP,ELBOW,GRATE 01-23-000-73790	19.94
			046459/1		CAP PVC 01-25-000-73630	1.19
<b>Total :</b>						<b>184.58</b>
156627	12/12/2014	015305 PARTYTIME HDO-PRODUCTIONS INC.	038507		FINAL TENTS/HOLIDAY MARKET DE 01-35-000-72954	7,037.00
<b>Total :</b>						<b>7,037.00</b>
156628	12/12/2014	001654 PCS INDUSTRIES	183330		TOWELS 01-25-000-73580	262.05
<b>Total :</b>						<b>262.05</b>
156629	12/12/2014	013716 PLAINFIELD POLICE / MFF	2015-00000011		2015 DUES 01-17-205-72720	300.00
<b>Total :</b>						<b>300.00</b>
156630	12/12/2014	006780 POMP'S TIRE SERVICE, INC	410234366		TIRES 01-42-000-72540	220.56
<b>Total :</b>						<b>220.56</b>
156631	12/12/2014	006507 POSTMASTER, U. S. POST OFFICE	120514		3 ROLLS OF STAMPS 01-19-000-72110	147.00
<b>Total :</b>						<b>147.00</b>
156632	12/12/2014	006507 POSTMASTER, U. S. POST OFFICE	120514.		2 ROLLS OF STAMPS 01-20-000-72110	98.00
<b>Total :</b>						<b>98.00</b>
156633	12/12/2014	006527 PRESERVATION ACTION	112414		MEMBERSHIP-BRAD BETTENHAUS	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156633	12/12/2014	006527	PRESERVATION ACTION	(Continued)	01-54-000-72720	40.00
<b>Total :</b>						<b>40.00</b>
156634	12/12/2014	012902	PRO PARTS INC.	158025	PARTS	
				VTP-012723	01-17-205-72540	159.95
				VTP-012723	01-23-000-72540	41.88
				VTP-012723	60-00-000-72540	41.88
				VTP-012723	01-23-000-72540	119.80
				VTP-012723	60-00-000-72540	59.90
				VTP-012723	01-24-000-72540	59.90
				VTP-012723	01-19-000-73535	44.99
<b>Total :</b>						<b>528.30</b>
156635	12/12/2014	006531	PROFFITT, CYNTHIA	113014	REIM.EXP.MILEAGE 17 @ .56	
					01-21-000-72130	9.52
<b>Total :</b>						<b>9.52</b>
156636	12/12/2014	014087	PROMOS 911, INC	4860	PUB ED PENS	
				VTP-012688	01-20-000-73605	367.22
<b>Total :</b>						<b>367.22</b>
156637	12/12/2014	013587	PROSHRED SECURITY	100051691	SHREDDING	
					01-14-000-72790	50.00
<b>Total :</b>						<b>50.00</b>
156638	12/12/2014	014878	QUALITY PRINTING & DESIGN	120214	SHEETS OF 100#-SCORED/LETTER	
					01-35-000-72954	84.00
<b>Total :</b>						<b>84.00</b>
156639	12/12/2014	006850	QUILL CORPORATION	21165	PENS	
					01-30-000-73110	19.54
			25253		PENS,POST-ITS,ENV,2015 ACCY	
					01-30-000-73110	282.87
<b>Total :</b>						<b>302.41</b>
156640	12/12/2014	006874	ROBINSON ENGINEERING CO. LTD.	14110290	14-471 LEGACY DIST SOUTH MAST	
					65-00-000-72840	10,391.50

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156640	12/12/2014	006874 ROBINSON ENGINEERING CO. LTD.	(Continued) 14110347		TP PARKING LOT/ALLEY IMPROVEI 62-00-000-72840	2,802.31
					30-00-000-72840	15,417.73
			14120014		65-00-000-72840 TP POST 7 LIFT STATION UNFERGF 61-00-000-75305	5,604.66 1,226.50
			14120015		PROJ#12-571 TP POST #7 SANITAR 61-00-000-75320	2,736.00
			14120079		#14-005.04 MUTCD INVENTORY-SIC 30-00-000-73830	3,434.00
<b>Total :</b>						<b>41,612.70</b>
156641	12/12/2014	016334 RUSH TRUCK CENTERS	96067724		CREDIT / BOX 01-23-000-72540	-70.87
			96067954		FILTERS 60-00-000-72540	197.68
<b>Total :</b>						<b>126.81</b>
156642	12/12/2014	007629 SAM'S CLUB DIRECT	000000		SHATTERPROOF ORNAMENTS,TRE 01-25-000-73112	488.12
			2782		COPY PAPER,WATER,DUCT TAPE 01-14-000-73110	20.91
					60-00-000-73110	20.91
					01-30-000-73110	20.91
					01-31-000-73110	20.91
					01-24-000-73110	5.58
					01-23-000-73110	11.15
					60-00-000-73115	3.50
					01-24-000-73115	1.76
					01-23-000-73115	3.50
					60-00-000-73410	5.58
					01-24-000-73410	2.78
					01-23-000-73410	5.58
					60-00-000-73110	11.15
			4666		PARADE CANDY 01-14-000-73115	299.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156642	12/12/2014	007629 SAM'S CLUB DIRECT	(Continued) 6593		CLEANING SUPPLIES,COPY PAPER 01-25-000-73580	15.85
			8443		01-19-000-73110 SUPPLIES FOR SENIOR CENTER	111.52
			8872		01-56-000-72937 MUSIC TINS	94.30
					01-21-000-72988	199.80
					<b>Total :</b>	<b>1,343.21</b>
156643	12/12/2014	015314 SANCHEZ, VICKI	120914		REIM.EXP.GARLAND,LUNCH/HOLID 01-35-000-72954	117.27
					<b>Total :</b>	<b>117.27</b>
156644	12/12/2014	015851 SEAN PATRICK'S PLUMBING CO.INC	102914	VTP-012566	16718 NEW ENGLAND WATER MET 60-00-000-72745	330.00
					<b>Total :</b>	<b>330.00</b>
156645	12/12/2014	007453 SERVICE SANITATION, INC.	6938835		RESTROOM,HAND SANITIZER/HOL 01-35-000-72954	460.00
					<b>Total :</b>	<b>460.00</b>
156646	12/12/2014	007255 SHARPE, TIMOTHY W	120814		SERVICES NOV-DEC'14 BENEFIT F 01-14-000-72851	2,600.00
					<b>Total :</b>	<b>2,600.00</b>
156647	12/12/2014	013043 SITE DESIGN GROUP, LTD.	6264-06		MONTHLY MEETING/LANDSCAPE A 01-23-000-72840	852.50
			7221-19		EAB TREE REMOVALS	
			7250-05		01-23-000-72790 COMPLETE STREETS 10/26/14-11/2	5,636.05
			7268-02		01-31-000-72847	187.50
			7330-10		VALSPAR B&B BIOSWALE 01-31-000-72847	280.00
					TREE PLANTINGS 01-23-000-72790	9,088.72
					<b>Total :</b>	<b>16,044.77</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156648	12/12/2014	002592 SPOK, INC.	X6092566L		ACCT#6092566-6	
					01-11-000-72125	33.98
					01-19-000-72125	358.80
					01-17-205-72125	559.23
					60-00-000-72125	89.70
					01-23-000-72125	155.80
					01-24-000-72125	24.60
					01-21-000-72125	286.00
					<b>Total :</b>	<b>1,508.11</b>
156649	12/12/2014	015405 SSACOP	121014		DUES/DEPUTY CHIEF LORELEI MA	
					01-17-205-72720	50.00
			121014.		DUES/CHIEF STEVE NEUBAUER	
					01-17-205-72720	50.00
			121114		DUES/DEPUTY CHIEF CHARLES FA	
					01-17-205-72720	50.00
					<b>Total :</b>	<b>150.00</b>
156650	12/12/2014	012238 STAPLES BUSINESS ADVANTAGE	3228483589		STORAGE BOXES,STAMP,MOUSE	
					01-17-205-73110	142.26
			3228968727		STAPLES	
					01-17-205-73110	66.00
			3246530640		POST-ITS,PENS,TAPE,ERASE CLEA	
					01-14-000-73110	185.81
			3246530641		BADGE INSERT,POST-ITS,PENS,W/	
					01-14-000-73110	122.34
			3249789721		STAMP,ENV	
					01-17-205-73110	65.30
					<b>Total :</b>	<b>581.71</b>
156651	12/12/2014	011189 STAPLES CREDIT PLAN	41423		OFFICE SUPPLIES	
					01-17-225-73110	79.94
					<b>Total :</b>	<b>79.94</b>
156652	12/12/2014	015452 STEINER ELECTRIC COMPANY	S004891396.001		LOCKING TIE	
					01-23-000-73840	97.49

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156652	12/12/2014	015452	015452 STEINER ELECTRIC COMPANY	(Continued)		<b>Total : 97.49</b>
156653	12/12/2014	007438	SUB TRAILER HITCH, INC.	10789	A FRAME JACK 01-23-000-72530	52.95
						<b>Total : 52.95</b>
156654	12/12/2014	016837	SUB.LAW ENFORCEMENT ADMIN PROF	120914	MEMBERSHIP/APRIL GEIGNER 01-17-205-72140	40.00
						<b>Total : 40.00</b>
156655	12/12/2014	014334	TELVENT DTN	4464619	ACCT#0225167 WEATHER SENTRY 01-21-000-72795	492.00
						<b>Total : 492.00</b>
156656	12/12/2014	011248	TEMPERATURE EQUIPMENT CORP.	3891246-00	GAS VALVE 01-25-000-72530	106.04
						<b>Total : 106.04</b>
156657	12/12/2014	007777	THOMPSON ELEVATOR INSPECTION	14-4239	ELEVATOR CODE INSPECTION-PAN 01-30-000-72853	152.00
				14-4267	ELEVATOR CODE INSPECTIONS 17 01-30-000-72853	646.00
						<b>Total : 798.00</b>
156658	12/12/2014	007691	TINLEY PARK CHAMBER/COMMERCE	121214	12/18/14 CHRISTMAS PARTY~ 01-11-000-72220 01-12-000-72220 01-11-000-72220	60.00 30.00 30.00
						<b>Total : 120.00</b>
156659	12/12/2014	013040	TINLEY PARK FIRE DEPT.	120514	PETTY CASH/POSTAGE,LUNCH,CA 01-20-000-72110 01-19-000-72110 01-20-000-72220 01-19-000-73870 01-19-000-72530 01-20-000-73605 01-20-000-72220	15.69 8.59 74.29 8.07 6.51 3.23 3.25

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156659	12/12/2014	013040 TINLEY PARK FIRE DEPT.	(Continued)		01-19-000-72220	24.65
					<b>Total :</b>	<b>144.28</b>
156660	12/12/2014	008700 TOGETHER WE COPE	121014		AD	
					01-14-000-72330	175.00
					<b>Total :</b>	<b>175.00</b>
156661	12/12/2014	012187 TOTAL AUTOMATION CONCEPTS, INC	0188585		TRANSFORMER,ACTUATOR,1900 B	
					01-25-000-72530	793.50
					<b>Total :</b>	<b>793.50</b>
156662	12/12/2014	015481 TRACK 'N TRAP	1162		COMMUNITY TRAPPING PROGRAM	
					01-17-205-72750	600.00
					<b>Total :</b>	<b>600.00</b>
156663	12/12/2014	007955 TRAFFIC CONTROL & PROTECTION	81957		26" MANHOLE PROTECTION RINGS	
			81958		01-23-000-73790	945.00
				VTP-012681	SIGN MATERIAL	
					01-23-000-73830	797.50
					<b>Total :</b>	<b>1,742.50</b>
156664	12/12/2014	011003 TRANE	10104336R1		FILTERS	
					73-80-000-72530	136.74
					<b>Total :</b>	<b>136.74</b>
156665	12/12/2014	007930 TRANSUNION	11400677		BASIC SERVICE-CREDIT SUMMARY	
					01-17-225-72852	118.93
					<b>Total :</b>	<b>118.93</b>
156666	12/12/2014	004106 TYLER TECHNOLOGIES, INC	045-122484		SOFTWARE & DATABASE SUPPORT	
					01-11-000-72655	2,082.35
					01-12-000-72655	6,247.06
					01-13-000-72655	7,288.24
					01-15-000-72655	11,442.96
					01-19-000-72655	6,247.06
					01-20-000-72655	5,205.88
					01-21-000-72655	3,123.53

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156666	12/12/2014	004106 TYLER TECHNOLOGIES, INC	(Continued)			
					01-21-210-72655	4,164.71
					01-23-000-72655	4,164.71
					01-24-000-72655	1,041.18
					01-25-000-72655	2,082.35
					01-30-000-72655	8,329.41
					01-31-000-72655	3,123.53
					01-32-000-72655	2,082.35
					14-00-000-72655	2,082.35
					60-00-000-72655	2,090.93
					01-35-000-72655	2,082.35
					01-17-205-72655	33,317.65
					60-00-000-72655	11,452.94
					01-11-000-72655	380.17
					01-12-000-72655	1,140.50
					01-13-000-72655	1,330.59
					01-15-000-72655	2,083.04
					01-19-000-72655	1,140.50
					01-20-000-72655	950.42
					01-21-000-72655	570.25
					01-21-210-72655	760.34
					01-23-000-72655	760.34
					01-24-000-72655	190.08
					01-25-000-72655	380.17
					01-30-000-72655	1,520.67
					01-31-000-72655	570.25
					01-32-000-72655	380.17
					14-00-000-72655	380.17
					01-35-000-72655	380.17
					01-17-205-72655	6,082.69
					<b>Total :</b>	<b>136,652.06</b>
156667	12/12/2014	008040 UNDERGROUND PIPE & VALVE CO	005183		HYDRANT REPAIR PARTS	
				VTP-012637	60-00-000-73632	1,599.00
			005768		REPAIR CLAMPS	
				VTP-012714	60-00-000-73630	859.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
156667	12/12/2014	008040	008040 UNDERGROUND PIPE & VALVE CO (Continued)			<b>Total : 2,458.00</b>
156668	12/12/2014	011904	UPS		SHIPPER#626634 01-19-000-72110	27.66
						<b>Total : 27.66</b>
156669	12/12/2014	012368	VISION INTEGRATED GRAPHICS,LLC		NCOA CERTIFICATION WATER BILL 60-00-000-72310	75.00
			463559	VTP-012612	WATER BILLING ENVELOPES 60-00-000-72310	2,005.00
			463561		HOLIDAY CARDS/ENV 01-13-000-72110	280.50
					01-14-000-72110	140.25
					01-13-000-72110	161.41
					01-14-000-71110	80.71
			463562		LATE NOTICES FOR NOV. 1ST BILL 60-00-000-72310	355.28
					60-00-000-72110	463.54
						<b>Total : 3,561.69</b>
156670	12/12/2014	015933	WHATEVER IT TAKES TRANS PARTS		TRANS PARTS/POLICE #9A 01-17-205-72540	251.23
			3574299			<b>Total : 251.23</b>
156671	12/12/2014	008281	WILL COUNTY RECORDER OF DEEDS		ORDINANCE FEES 01-14-000-72355	82.75
			T20140030596			<b>Total : 82.75</b>
156672	12/12/2014	016297	XEROX GOVERNMENT SYSTEMS LLC		FIREHOUSE SOFTWARE 33-00-000-75810	7,725.00
			1101395	VTP-011682		<b>Total : 7,725.00</b>
<b>129 Vouchers for bank code : apbank</b>						<b>Bank total : 380,689.50</b>
<b>129 Vouchers in this report</b>						<b>Total vouchers : 380,689.50</b>

Bank code : apbank

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<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-047**

**AN ORDINANCE ANNEXING PROPERTY -  
PANOS - 6900 179<sup>th</sup> 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 179<sup>th</sup> Street; 6900 179<sup>th</sup> 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 179<sup>th</sup> Street

**November 18, 2014**

### Applicant

Tom Panos and Andrew Poulos, property owners

### Property Location

6900 179<sup>th</sup> 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

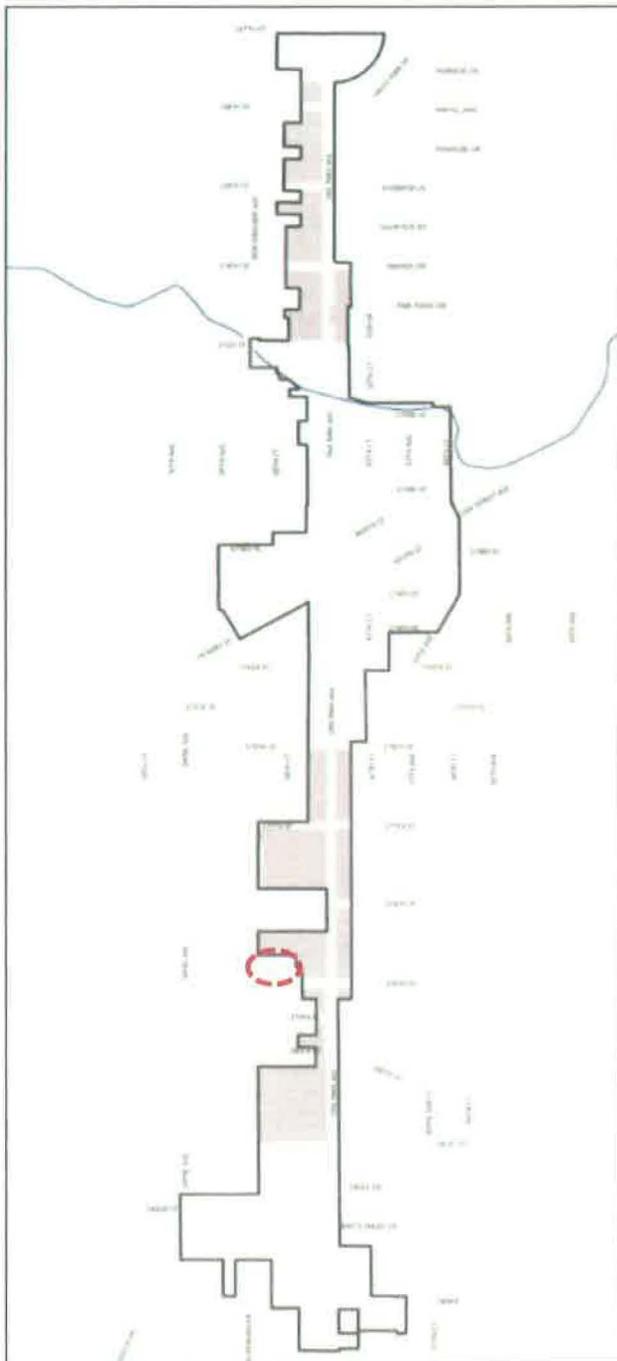
through the Plan Commission and then go the Village Board for approval. The Plan Commission is not involved in annexation proceedings.

**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

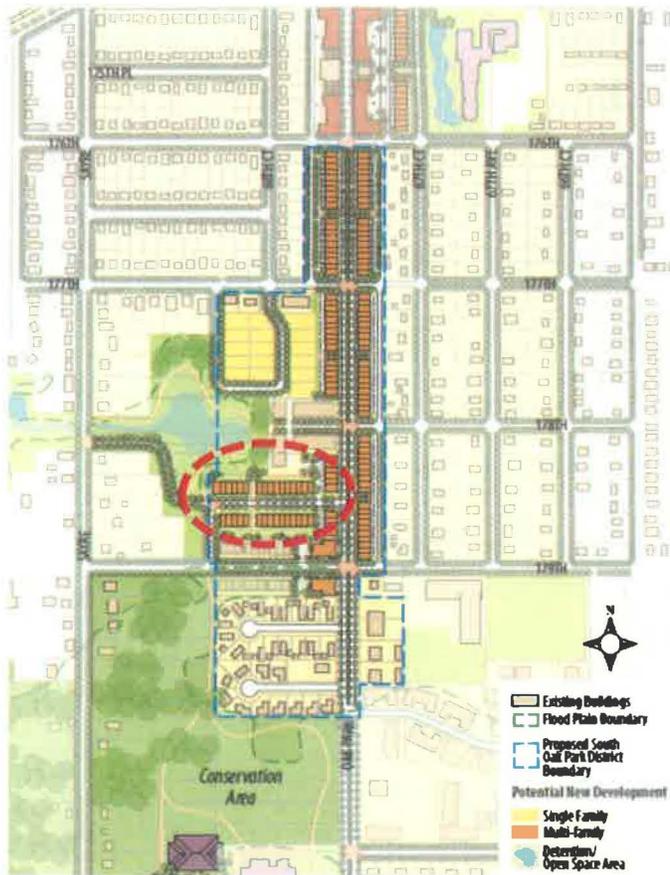
Maximum lot width within the NG District is 40' and minimum lot width is 20'. Setbacks are minimal – 5-15' for front yard; 5 max for side yard, and 5' for rear yard (30' minimum rear yard if alley is required). Parking must be located behind the front of the building at a minimum setback of 25'.

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 179<sup>th</sup> 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 179<sup>th</sup> 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 179<sup>th</sup> 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.”

###



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.

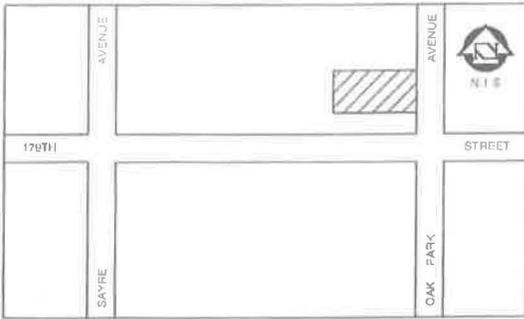
**An application will not be accepted or processed until all of the items above have been submitted.**

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



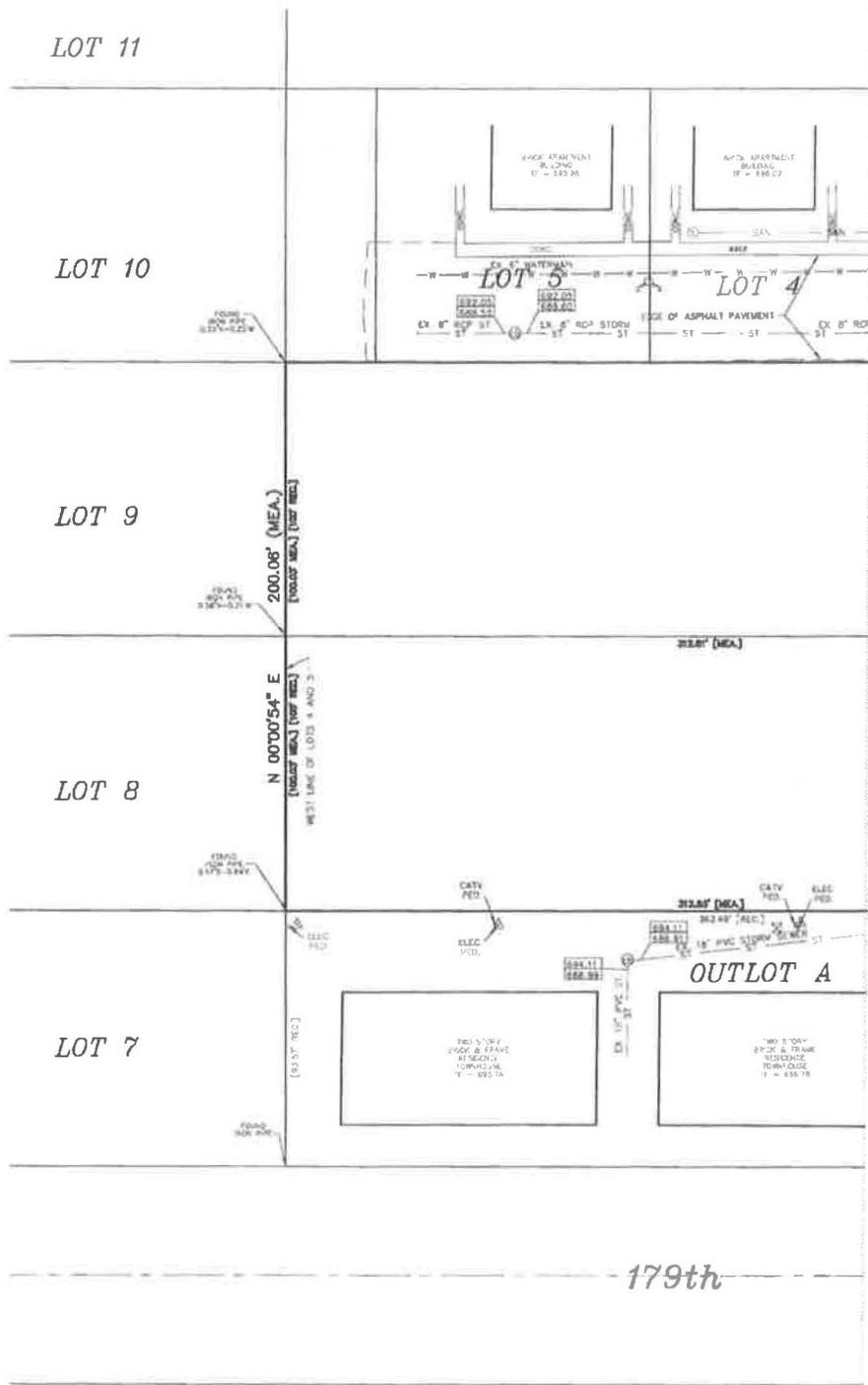
# PLAT OF

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/MANHOLE
	GAS VALVE
	CONCRETE CURB & GUTTER
	DEPRESSED CURB
	ELECTRIC MANHOLE
	TELEPHONE MANHOLE
	SIGN
	FENCE LINE
	BOLLARD
	+639.00' EXISTING GROUND ELEVATION
	--- 89.0' 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)



- 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)

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

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. Troge  
Trust Officer

Attest: Melvin Chambers ATO  
Assistant Trust Officer

ANASTASIOS PANAGIOTOPOULOS

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.

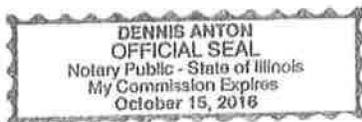
\_\_\_\_\_  
(Signature)

Subscribed and sworn to before  
me this 6<sup>th</sup> 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

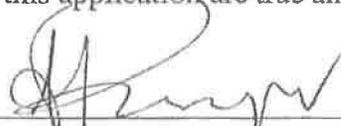
If yes, identify the proposed use: \_\_\_\_\_

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 fully 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.

D. 1 06 2 2005 10 11

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

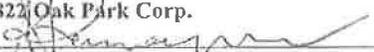
Inquires, bills, legal notices and process shall be mailed to **Anastasios Panagiotopoulos**  
Address **7926 W 103rd St., Palos Hills, IL 60465** Phone **708-609-1010 (Tom Panos cell)**

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  
E.I.N.

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

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.

CERTIFIED 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 NO. 2014-O-048**

**ORDINANCE REZONING PROPERTY -  
PANOS - 6900 179<sup>th</sup> STREET**

**WHEREAS**, a petition for rezoning of certain real estate, as set forth below, has been filed with the Village Clerk of this Village and has been referred to the Plan Commission of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

**WHEREAS**, the Plan Commission of this Village held a public hearing on whether the requested rezoning should be granted, 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 30 days nor less than 15 days prior to said hearing in The SouthtownStar, a newspaper of general circulation in and published in this Village; and

**WHEREAS**, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed rezoning be granted with this 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 Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length. This Board of Trustees finds that the

proposed rezoning is in the public good and in the best interests of the Village and its residents and is consistent with and fosters the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I, B thereof. Said rezoning is also in accordance with the provisions of the comprehensive land use plan and Legacy Plan of the Village.

**Section 2:** That the Tinley Park Zoning Ordinance, as amended, be further amended by classifying and rezoning the property legally described as follows from R-1 Single Family Residential District to the Neighborhood General District under the Tinley Park Zoning Ordinance, as amended:

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 179<sup>th</sup> Street; 6900 179th Street)

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.

**Section 3:** That the zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended so as to be in conformance with granting of the rezoning as aforesaid.

**Section 4:** 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 the Corporate

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

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by the President of the Village of Tinley Park on the \_\_\_\_ day of

\_\_\_\_\_, 2014.

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

ATTEST:

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

STATE OF ILLINOIS     )  
COUNTY OF COOK       )SS.  
COUNTY OF WILL       )

**CLERK'S CERTIFICATE**

I, PATRICK REA, the duly elected 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-048**

**ORDINANCE REZONING PROPERTY -  
PANOS - 6900 179<sup>th</sup> STREET**

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

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 16<sup>th</sup> 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 16<sup>th</sup> day of December, 2014.

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EDWARD J. ZABROCKI  
VILLAGE PRESIDENT

ATTEST:

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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. <span style="border: 1px solid black; padding: 2px;">CLERK'S OFFICE</span>		
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
Administrative 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	

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	
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	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  
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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><b>BUDGETED</b></i>	<i><b>LEVY</b></i>
	<i><b>(APPROPRIATED)</b></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**  
**COOK & WILL COUNTIES ILLINOIS**  
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**  
**COOK & WILL COUNTIES ILLINOIS**  
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
<b>12. BUILDING INSPECTIONS</b>		
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. <span style="border: 1px solid black; padding: 2px;">PLANNING DEPARTMENT</span>		
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. <span style="border: 1px solid black; padding: 2px;">ECONOMIC DEVELOPMENT</span>		
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 (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
	<b>Grand Total Budget for Corporate Purpose Levied From Tax for Gen. Corp</b>	<b>33,771,959</b>	<b>10,385,659</b>
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

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**VILLAGE OF TINLEY PARK**  
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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

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TAX LEVY 2014

	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
28. <span style="border: 1px solid black; padding: 2px;">FREE PUBLIC LIBRARY</span>		
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

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TAX LEVY 2014

	<i>BUDGETED (APPROPRIATED)</i>	<i>LEVY</i>
31. <span style="border: 1px solid black; padding: 2px;">MOTOR FUEL TAX</span>		
Engineering Services	241,000	
Overlay Program	<u>2,564,000</u>	
	2,805,000	0
32. <span style="border: 1px solid black; padding: 2px;">LOCAL ROAD IMPROVEMENTS</span>		
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. <span style="border: 1px solid black; padding: 2px;">CUSTOM SEIZURE FUND</span>		
Computer Equipment	40,000	
Riot Gear	13,950	
Stun Guns	<u>7,538</u>	
	61,488	0
34. <span style="border: 1px solid black; padding: 2px;">DRUG ENFORCEMENT FUND</span>		
Training	7,000	
Other Contractual Services	8,000	
Furniture	3,530	
Automobiles	<u>37,000</u>	
	55,530	0
35. <span style="border: 1px solid black; padding: 2px;">ENHANCED 911 SERVICE FUND</span>		
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

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		<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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		<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

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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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	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</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	
	<hr/>	
	11,500,217	0
<b>45. <span style="border: 1px solid black; padding: 2px;">TAX (BOND) STABILIZATION</span></b>		
Bond (Trustee) Administration Fees	250	
Transfer to Debt Service	185,965	
	<hr/>	
	186,215	0
<b>46. <span style="border: 1px solid black; padding: 2px;">SURTAX CAPITAL PROJECTS</span></b>		
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
<b>47. <span style="border: 1px solid black; padding: 2px;">MUNICIPAL REAL ESTATE FUND</span></b>		
LAND ACQUISITION	0	
<b>48. <span style="border: 1px solid black; padding: 2px;">MAIN STREET DEVELOPMENT TRUST</span></b>		
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	

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	<i>BUDGETED</i> <i>(APPROPRIATED)</i>	<i>LEVY</i>
Promotional Advertising	19,000	
Marketing	52,000	
	191,510	0
49. <span style="border: 1px solid black; padding: 2px;">FOREIGN FIRE INSURANCE TAX FUND</span>		
Training	10,000	
Maintenance	50,000	
Dues & Subscriptions	1,000	
Safety Supplies	8,000	
Fire Dept Tools/Equipment	46,000	
	115,000	0
50. <span style="border: 1px solid black; padding: 2px;">WATER/SEWER DEPARTMENT MAINTENANCE AND OPERATION</span>		
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	

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	<i><b>BUDGETED</b></i>	<i><b>LEVY</b></i>
	<i><b>(APPROPRIATED)</b></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	

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	<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	
	<hr/>	
	22,562,296	0
51. <span style="border: 1px solid black; padding: 2px;">SEWER REHAB &amp; REPLACEMENT</span>		
Engineering	21,480	
Sanitary Sewer	95,041	
Manhole Maintenance	125,000	
Lift Station Modification	1,050,000	
	<hr/>	
	1,291,521	0
52. <span style="border: 1px solid black; padding: 2px;">WATER &amp; SEWER CONSTRUCTION</span>		
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. <span style="border: 1px solid black; padding: 2px;">STORM WATER MANAGEMENT</span>		
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

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		<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

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		<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</i> <i>(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><b>BUDGETED</b></i> <i><b>(APPROPRIATED)</b></i>	<i><b>LEVY</b></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>
<b>TOTAL - VILLAGE OF TINLEY PARK</b>	<u><b>112,731,957</b></u>	<u><b>19,980,020</b></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>
<b>TOTAL - TINLEY PARK PUBLIC LIBRARY</b>	<u><b>5,854,360</b></u>	<u><b>5,561,944</b></u>
<b>TOTAL - TINLEY PARK AGENCIES</b>	<u><u><b>118,586,317</b></u></u>	<u><u><b>25,541,964</b></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

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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 16<sup>th</sup> day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:           None

ABSENT:       None

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

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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

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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.

[Continued on Next Page]

SECTION THREE

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

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

AYES:

NAYS:       None

ABSENT:     None

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

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EDWARD J. ZABROCKI  
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
          PATRICK E. REA  
          VILLAGE CLERK

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

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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 16<sup>th</sup> day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:       None

ABSENT:     None

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

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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.

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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 16<sup>th</sup> day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:       None

ABSENT:     None

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

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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**

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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.

**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 16<sup>th</sup> day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:       None

ABSENT:     None

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

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EDWARD J. ZABROCKI  
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
          PATRICK E. REA  
          VILLAGE CLERK

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

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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 16<sup>th</sup> day of December, 2014, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:       None

ABSENT:     None

APPROVED this 16<sup>TH</sup> 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 159<sup>th</sup> 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 159<sup>th</sup> 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):

1<sup>st</sup> quarter - December, January, February - reported in May  
2<sup>nd</sup> quarter - March, April, May - reported in August  
3<sup>rd</sup> quarter - June, July, August - reported in November  
4<sup>th</sup> quarter - September, October, November - reported in February

(2) The initial payment year (hereinafter referred to as the "Initial Incentive Year") shall be that twelve (12) month period commencing on the first day of the full month that follows the month in which the Project is substantially completed 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



# MEMORANDUM



**To: Trustee David G. Seaman**  
**Chair – Finance and Economic Development**

**From: Michael S. Mertens**  
**Assistant Village Manager**

**Date: December 8, 2014**

**Re: Professional Services- Ehlers**

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As you are aware, staff was directed during the Committee of the Whole meeting on November 11, 2014 to review options for professional services for the establishment of a Tax Increment Financing (TIF) District for the former Tinley Park Mental Health Center site. Staff has obtained a proposal from Ehlers & Associates, Inc. for TIF consulting services. Ehlers has worked with the Village on the past Main St. North and South TIF Districts approved in 2003. The scope of service for the professional service contract is as follows:

- Phase I – initial project review and preparation of the eligibility plan in the amount of \$15,500
- Phase II – preparation of a project redevelopment plan in the amount of \$11,500
- Phase III – adoption of the project in the amount of \$6,000
- Phase IV – prepare Housing Impact Statement/Feasibility Study – in the amount of \$10,000

The proposal contemplates the possibility of a phase IV for a Housing Relocation Study. At this point, staff does not believe this will be required as there are only nine homes within the proposed district.

Total professional services not including incidentals would be \$33,000, an additional \$10,000 would be needed should a housing impact study is deemed required (proposed contract attached). For your review, I have also provided a tentative schedule for the establishment of the TIF District for the Tinley Park Mental Health Center site and a proposed TIF District boundary map.

Staff would seek consideration of this professional services contract at the proposed Finance and Economic Development Committee meeting scheduled for December 16, 2014. Funding for this item is accounted for in the 2014 Fiscal Budget. Should the Committee concur with the staff recommendation, we would ask that the Village Board to approve a motion for the professional service contract at the December 16, 2014 Village Board meeting.

Should you have any questions, please feel free to call.

MSM:lv





**EHLERS**

LEADERS IN PUBLIC FINANCE

## Meetings

The Scope of Services includes Ehlers' participation in the following meetings:

1. A project initiation meeting with representatives of the Village to launch the project, establish a preliminary Project Area boundary, and coordinate various public process steps.
2. A meeting with Village staff members, if desired by the Village, to review findings and draft reports prepared by Ehlers, including: (a) Project Area Eligibility Report; (b) Project Area Redevelopment Plan; and (c) Housing Impact Study (if required).
3. A public information meeting, if required, related to the number of units of occupied residence.
4. Meeting with representatives of local taxing districts (the Joint Review Board) to review the Project Area eligibility and scope of the proposed redevelopment project.
5. A public hearing on the proposed Project Area Redevelopment Project and Plan.
6. One additional progress meeting, if desired, to be scheduled at the discretion of the Village staff.

Time required for preparation and attendance at meetings or services beyond those specified above will be billed at an hourly rate. Any additional service requested or required will be submitted to the Village for authorization prior to its completion and will be subject to Hourly Billing Rates per Ehlers current fee schedule or other flat fees to be negotiated with the Village.

The Village will be responsible for the publication and mailing of all notices related to the adoption of the TIF. The Village will also be responsible for the development of the legal description of the TIF boundaries. The Village will authorize and direct its staff, attorneys, and consultants to prepare and furnish such information as may be reasonably necessary for Ehlers to carry out its duties and obligations, all at no cost to Ehlers.

I will serve as the lead Financial Advisor on this project. The Project Team will also include Jennifer M. Tammen and Sid Inman, Financial Advisors, and Mindy Barrett, TIF Coordinator.

Should the terms of this proposal be acceptable to the Village of Tinley Park, please sign two copies of the following page in the space below, return one signed original to me, and keep the other for your records. If you need additional information, please contact me at 630-271-3341 or via email at [mbarry@ehlers-inc.com](mailto:mbarry@ehlers-inc.com). Thank you for your consideration.

Sincerely,

Maureen Barry  
Financial Advisor





**EHLERS**

LEADERS IN PUBLIC FINANCE

The Scope of Services for **Tax Increment Financing District Services, Mental Health Center TIF**, will be completed for the costs provided below, which includes all time, materials, and expenses, as well as a maximum of two iterations of the Eligibility Report and Redevelopment Plan.

Phases I through III:	\$33,000
Phase IV, if required:	\$10,000

## Agreement

This proposal is respectfully submitted by authorized representatives of Ehlers & Associates, Inc.:

Jennifer M. Tammen  
Financial Advisor/Principal

Maureen Barry  
Financial Advisor

The Village of Tinley Park, Illinois hereby accepts the above Proposal for the **TIF District Development, Qualification, and Adoption** (Phases I – IV) by its authorized officers, this \_\_\_ day of \_\_\_\_\_, 2014.

Attest: \_\_\_\_\_

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

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

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



EHLERS is a registered provider of financial and public finance services in Illinois.

This document is provided to the client for informational purposes only and does not constitute an offer of any financial product or service. It is intended for the use of the client and is not to be distributed to any other party without the prior written consent of Ehlers & Associates, Inc.

1-800-552-1171 | [www.ehlers-inc.com](http://www.ehlers-inc.com)

**TENTATIVE SCHEDULE  
FOR THE ESTABLISHMENT OF  
THE TINLEY PARK MENTAL HEALTH CENTER TIF DISTRICT**

	<b>Action Item</b>	<b>Date To Be Done</b>	<b>Responsible Party</b>
1.	The Village Board approves a Motion Authorizing the Contract with Ehlers (Jennifer Tammen and Maureen Barry), for the preparation of the Eligibility Study and Report, and the Redevelopment Plan and Project	December 16, 2014  (at the regular Village Board meeting)	STAFF
2.	Publish the TIF Interested Parties Registry Notice in the newspaper ( <i>Southtown Star</i> )	December 30, 2014	KTJ
3.	Announce the availability of the Eligibility Study and Report, and the Redevelopment Plan and Project	March 3, 2015  (at the regular Village Board meeting)	Supply Report and Plan to STAFF and KTJ – EHLERS  Village President or Village Manager to make the announcement at the Village Board Meeting – STAFF
4.	First Reading of Ordinance calling for a Joint Review Board meeting and a public hearing relative to the Eligibility Study and Report, and the Redevelopment Plan and Project	March 17, 2015  (at the regular Village Board Meeting)	Ordinance Preparation – KTJ
5.	Adopt Ordinance calling for a Joint Review Board meeting and a public hearing relative to the Eligibility Study and Report, and the Redevelopment Plan and Project	April 7, 2015  (at the regular Village Board Meeting)	Ordinance Preparation – KTJ  Certified Copy of Ordinance to KTJ – STAFF

	<b>Action Item</b>	<b>Date To Be Done</b>	<b>Responsible Party</b>
6.	<p>Mail a copy of the Ordinance referenced in 4. above, the Eligibility Study and Report, and the Redevelopment Plan and Project, along with a notice of the Joint Review Board meeting and the public hearing:</p> <ul style="list-style-type: none"> <li>to all taxing districts (by Certified Mail, return receipt requested); and</li> <li>to the Illinois Department of Commerce and Economic Opportunity (by Certified Mail, return receipt requested)</li> </ul>	<p>April 10, 2015</p> <p>(within a reasonable time upon adoption of the Ordinance; however, not less than 45 days prior to the Public Hearing, and not less than 14, nor more than 28, days prior to the Joint Review Board meeting)</p>	KTJ
7.	<p>Mail notice, relative to the availability of the Eligibility Study and Report, and the Redevelopment Plan and Project:</p> <ul style="list-style-type: none"> <li>to all residential addresses within 750 feet of the boundaries of the proposed TIF District (by First Class U.S. Mail); and</li> <li>to all parties who are registered on the Village's TIF Interested Parties Registry (by First Class U.S. Mail)</li> </ul>	<p>April 13, 2015</p> <p>(within a reasonable time upon adoption of the Ordinance)</p>	KTJ
8.	Hold Joint Review Board Meeting	<p>April 28, 2015</p> <p>(3:00 p.m. in the Village Board Room)</p>	<p>Prepare Agenda – KTJ</p> <p>Open Meetings Act notice of meeting – STAFF</p>
9.	Publish notice of public hearing in the newspaper ( <i>Southtown Star</i> ), twice	<p>May 15, 2015 and May 22, 2015</p> <p>(twice, with first publication not more than 30, nor less than 10, days prior to the Public Hearing)</p>	KTJ

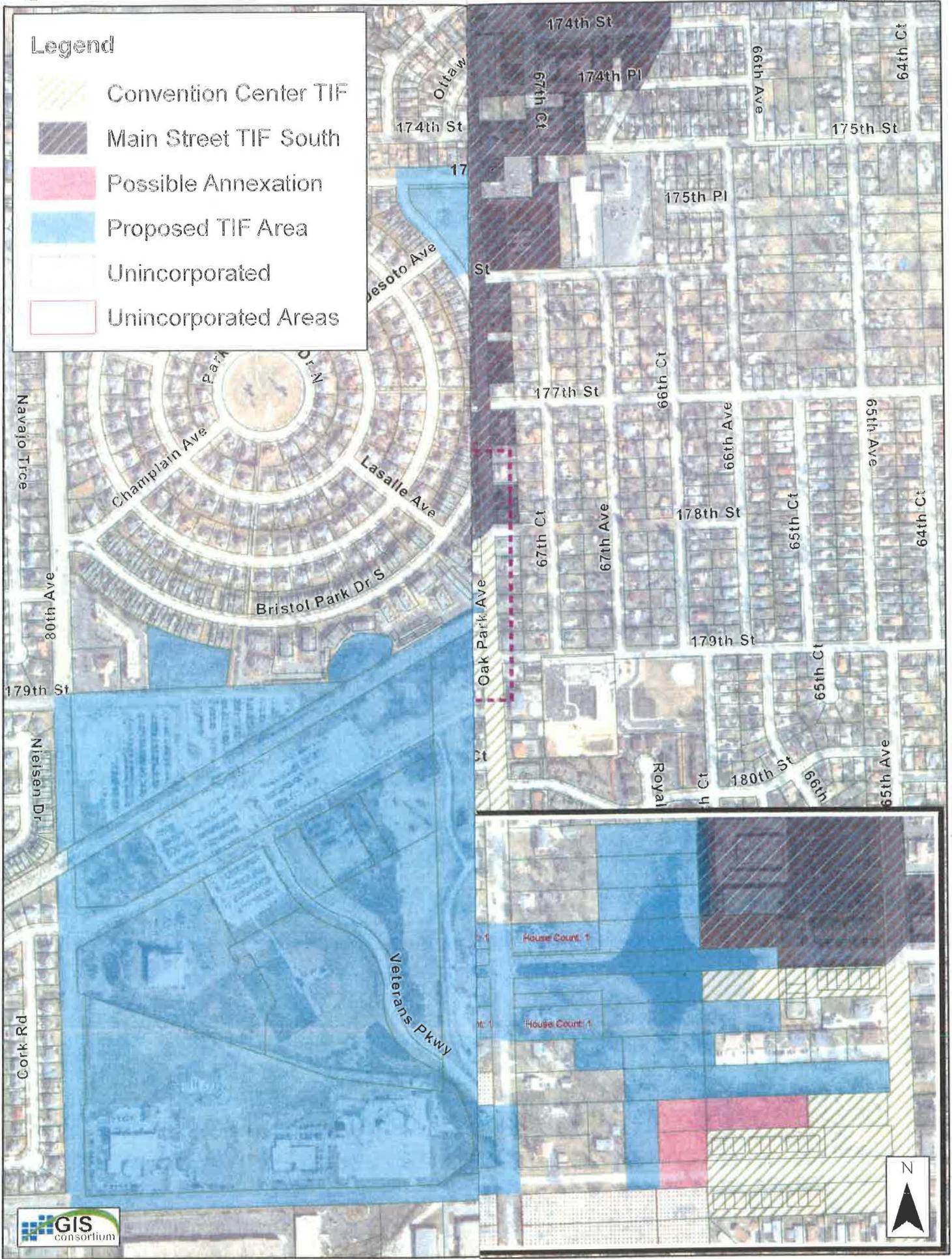
	<b>Action Item</b>	<b>Date To Be Done</b>	<b>Responsible Party</b>
10.	<p>Mail notice of public hearing:</p> <ul style="list-style-type: none"> <li>to each taxpayer of record within the proposed TIF District (by Certified Mail, return receipt requested); and</li> <li>to all parties who are registered on the Village's TIF Interested Parties Registry (by First Class U.S. Mail)</li> </ul>	<p>May 22, 2015</p> <p>(at least 10 days prior to Public Hearing)</p>	<p>KTJ</p>
11.	<p>Hold Public Hearing</p>	<p>June 2, 2015</p> <p>(as part of the regular Village Board meeting)</p>	<p>Prepare Agenda – KTJ</p> <p>Open Meetings Act notice of meeting – STAFF</p>
12.	<p>First Reading of Ordinances designating the TIF District Redevelopment Project Area, approving the Redevelopment Plan and Project, and adopting tax increment financing for the Village</p>	<p>June 16, 2015</p> <p>(at the regular Village Board meeting)</p>	<p>Ordinance Preparation – KTJ</p>
13.	<p>Adopt Ordinances designating the TIF District Redevelopment Project Area, approving the Redevelopment Plan and Project, and adopting tax increment financing for the Village</p>	<p>July 7, 2015</p> <p>(at the regular Village Board meeting – not more than 90, nor less than 14, days after the Public Hearing)</p>	<p>Ordinance Preparation – KTJ</p> <p>Three (3) Certified Copies of each Ordinance to KTJ – STAFF</p> <p>File Ordinances with County – KTJ</p>





### Legend

-  Convention Center TIF
-  Main Street TIF South
-  Possible Annexation
-  Proposed TIF Area
-  Unincorporated
-  Unincorporated Areas



**VILLAGE OF TINLEY PARK**  
**REQUEST FOR QUALIFICATIONS**  
**FOR THE REDEVELOPMENT OF THE FORMER CENTRAL MIDDLE SCHOOL SITE**

**SUMMARY**

This Request for Qualifications (RFQ) seeks developer qualifications for the redevelopment of a 3.3 acre parcel owned by the Village of Tinley Park and located in our downtown.

**PROJECT WEBSITE**

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

**TIMELINE**

Issued: December 17, 2014

Due: February 2, 2015 at 12:00pm (noon) CST

DRAFT 12/12/2014

## OVERVIEW

This Request for Qualifications (RFQ) seeks developer qualifications for the redevelopment of a 3.3 acre parcel owned by the Village of Tinley Park and located in our downtown. The Village Board of the Village of Tinley Park seeks to enter into a redevelopment agreement with a qualified contractor, and may or may not do so based on the responses to this RFQ that are received. This RFQ is not an offer or a contract and the terms of any redevelopment agreement shall be negotiated between the Village and any contractor selected by the Village in its sole discretion.

The first portion of this document (Part A) presents the characteristics of the site, its context, and general information related to its development potential. The information presented in Part A shall not be treated as inclusive of all data available, but shall be considered a reasonable attempt to expose the reader to key elements of existing master plans, codes, and policies related directly and indirectly to the subject site. For convenience, the Appendix contains expanded and supplemental data. Where applicable, efforts shall be made by the reader to obtain and utilize the primary source materials referenced herein. Where discrepancies exist, the adopted codes and regulations shall override this document.

The second half of this document (Part B) outlines the roles of interested parties, the minimum submission requirements, and the selection process. The purpose of Part B is to establish the decision process that the Village will undertake to consider the best qualified developer.

The Village of Tinley Park reserves the right, in its sole discretion, to reject any or all responses, or parts of responses, to waive technicalities or irregularities, or to cancel, revise, or extend this RFQ. This RFQ does not obligate the Village of Tinley Park to accept any response or submission or to negotiate any agreement with any responder.

## RESOURCES

Documents discussed herein can be found on the Village's website: [www.tinleypark.org](http://www.tinleypark.org).  
The Former Central Middle School Site RFQ website is [www.tinleypark.org/cmsrfq](http://www.tinleypark.org/cmsrfq).

## CONTACT INFORMATION

Michael S. Mertens, Assistant Village Manager  
Tinley Park Village Hall  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  
Email: [mmertens@tinleypark.org](mailto:mmertens@tinleypark.org)  
Phone: 708.444.5000

**Send Complete Submission Packages, no later than 12:00pm (noon) CST on February 2, 2015, to:**

Reference RFQ # 2015-RFQ-001  
Office of the Village Clerk  
Tinley Park Village Hall  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477



Located in the heart of Downtown Tinley, the Arts & Crafts-styled Oak Park Avenue train station opened in 2003 and is now a well recognized icon along the Rock Island Metra train line. In 2007, the American Institute of Architects included the building on their list of “150 Great Places in Illinois” and in 2012 DePaul’s Chaddick Institute recognized the station and its platforms as the best in the Chicago region.

## BACKGROUND

The Village of Tinley Park seeks qualifications from the development community to purchase and improve a vacant 3.3 acre block located in our downtown. The Village purchased this property – commonly known as the Former Central Middle School Site – from a local school district in 2005 in response to an anticipated need for temporary public parking facilities. At this time, the Village wishes to see the parcel transition into a residential development.

### Past Planning

In 2009, the Village adopted a master plan (Legacy Plan) to create a vision for future improvements along the majority of Oak Park Avenue and our downtown, including the Former Central Middle School Site. The scope of the Legacy Plan covers such things as use locations, building forms, streetscape standards, and stormwater management. Born from this document in 2011 was a new regulating plan (Legacy Code) that codifies our community’s master planning efforts. Used together, the Legacy Plan and Legacy Code have yielded predictable and favorable redevelopment results throughout our downtown.

Site Summary	
Address	17248 67 <sup>th</sup> Court
Area	3.3 Acres
Dimensions	260’ x 550’
Use Type	Residential
Zoning	Downtown General

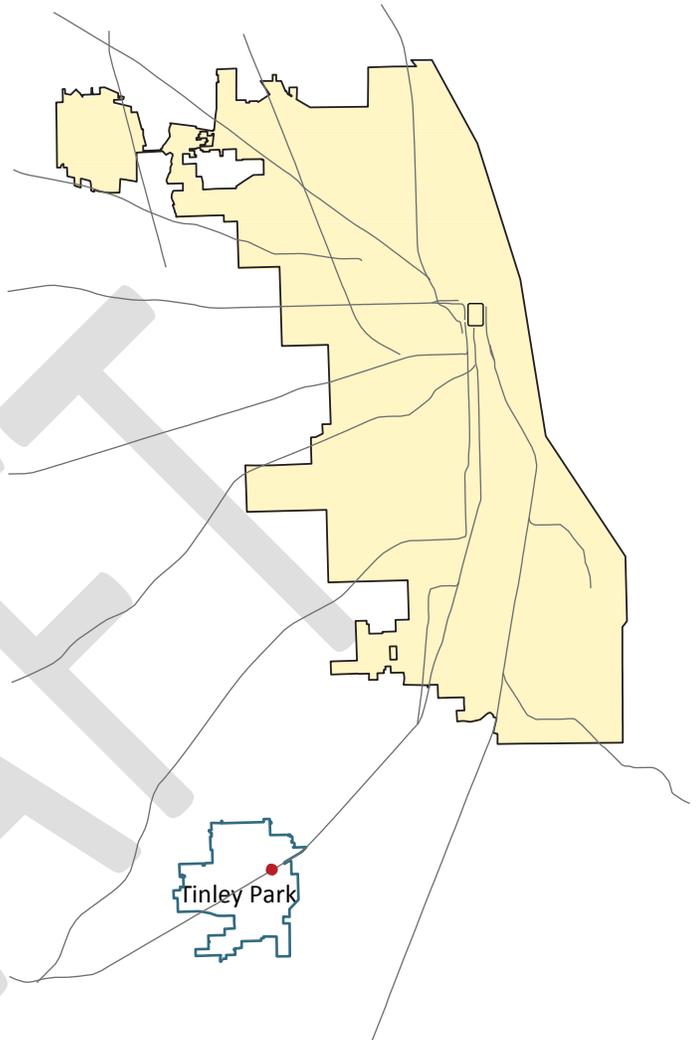
**COMMUNITY**

The Village of Tinley Park is a dynamic suburb located 25 miles southwest of Chicago’s Loop. Our 58,000 residents enjoy quality neighborhoods and schools, and benefit from a diverse retail market spread over 16 square miles.

Over the decades, Tinley Park has been a model of financial stability and business strength. Today our community has one of the most diversified economies in the entire Midwest supporting 1,400 businesses in healthcare, manufacturing, technology, retail, corporate headquarters, distribution, education, hospitality, convention, and service sectors. Over 29,000 people work for these varied companies in Tinley Park every day.

While present day Tinley Park is a modern suburb, our rich history is rooted in our downtown, which was established in 1853. In 1998, the Village designated the area of the original settlement as a Historic District, thereby recognizing and preserving the area around the Oak Park Avenue Metra train station – serving the Rock Island rail line – as a culturally and economically significant part of our community. The location of our downtown and train station is represented as a red dot on the location map to the right.

Today our downtown has a unique mix of new and historic buildings that provide residential, retail and office opportunities, while retaining a walkable scale and charming atmosphere. This area also plays host to numerous happenings – including parades, public art events, seasonal markets, block parties, music events, and cruise nights – that attract over 85,000 people annually.



**SELECT ACCOLADES**

Award	Granter (Year)	Area
Top 10 Best Small City in America	Movato.com (2013)	Village-wide
Top 20 Transit Suburb of Chicago	DePaul University (2012)	Downtown
Top 10 Suburb of Chicago	Chicago Magazine (2010)	Village-wide
Best Strategic Plan – Legacy Plan	American Planning Association – IL Chapter (2010)	Downtown
Best Place in America to Raise a Family	Bloomberg Business Week (2009)	Village-wide

## CONTEXT

The project site is located within our downtown core and provides a distinct opportunity to capitalize on commuter and pedestrian oriented housing markets. Existing assets in the immediate vicinity include a LEED Certified elementary school, park facilities, Metra’s Rock Island rail line, Tinley Park’s famous Oak Park Avenue train station, PACE bus service, historic homes, and an established mixed-use corridor known for its variety of dining establishments.

### Zoning

The project site is located in the Legacy Plan area and is zoned Downtown General (DG) which is characterized as a residential district where street frontages have steady tree plantings and buildings form a continuous street wall set close to the public sidewalk.

### TIF District

The project site is located within the Main Street South Tax Increment Financing (TIF) District which covers approximately 80 acres and expires in 2026.

### Community & Neighborhood Data

Average House Value	\$204,096
Average Household Income	\$80,268
Median Age	38.5
Population (1/2 mile radius)	4,101
Downtown Businesses	189
Downtown Restaurants	20
Rental Demand (1 mile radius)	333 (by 2015)
Average Market Rent (SF)	\$1.32-\$1.48
Distance to Metra Train Station	500’
Distance to Bus Stop (PACE #386)	300’
Distance to I-80 & Harlem Avenue	2 miles
Distance to I-57 & 167 <sup>th</sup> Street	3 miles



## VISION

The community's vision for the Former Central Middle School Site is a residential product that will serve as a transition between the dense core area around the train station and the abutting low-density neighbors. While the housing type and arrangement may vary across scenarios, there is strong consensus regarding the following characteristics:

### Block Layout

The front of the building(s) must address the public streets and no garage doors, driveways, or private parking facilities will be permitted along these thoroughfares.

We envision that the interior of the block can be arranged to accommodate parking facilities, an alleyway network, open space for the residents, and/or opportunities for stormwater management.

### Building Style

The ideal housing type is rowhouse-scaled units with enclosed, internal parking. We envision a block height of 3-stories or less, but will consider a 5-story component along the northern edge of the project site (overlooking Midlothian Creek).

Stoops, porches, or grand entries should be considered as part of the public frontage in order to enhance the connection between the public and private realms.

A long, continuous building – if proposed – would benefit from openings in the structure's massing that provide both vistas and pedestrian pathways.

### Pedestrian Connections

Public sidewalks shall be installed around the perimeter of the block and private pathways shall connect each building entryway to this public sidewalk network.

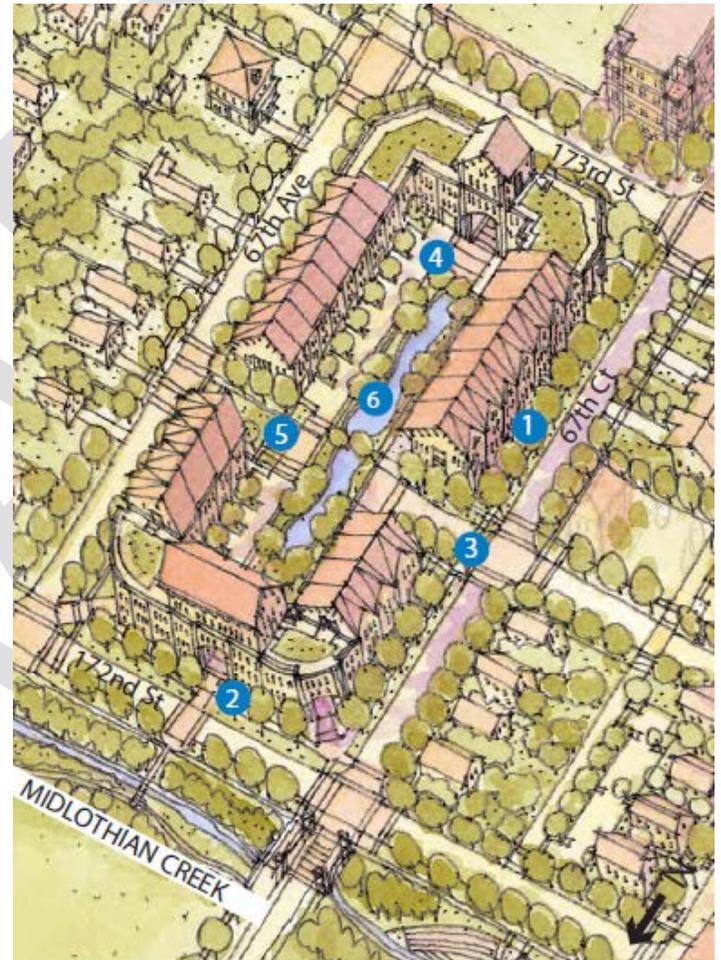
### Vehicle Access

The primary vehicle entrance to the block will be via a new public street or private driveway. The Village anticipates the main entrance to be located on the west side of the block and aligned with the access drive to the public parking lot located between Oak Park Avenue and the project site. This public parking lot is envisioned to transform over time into a traditional street cross-section with parallel parking.

## Environmental Management

The Village hopes that the proposed project will include sustainability elements such as, but not limited to, Best Management Practices and/or the incorporation of green building principles. Our community supports and encourages LEED certification.

LEED Projects in Tinley Park	5
Total LEED Square Footage	502,490



This Legacy Plan rendering, looking southeast, shows a multi-family project ranging in height from 3- to 5-stories with the following positive characteristics:

- 1 Buildings Address the Street
- 2 Pedestrian Tunnels Through the Building
- 3 Location of Primary Vehicle Access Point
- 4 Internal Alleyway Network
- 5 Passive Recreational Space
- 6 Stormwater Management Areas

## REGULATIONS

The proposed project must adhere to the regulations and standards of the Village’s Legacy Code, and any other codes referenced therein, specific to properties classified as Downtown General. The following is an overview of some of the applicable guidelines that will apply to the project site.

### Vehicle Access

The project site shall be permitted a maximum of two (2) curb cuts. It is anticipated that curb cuts will be located on the east (67th Avenue) and the west (67th Court) sides of the block.

### Vehicle Parking

A minimum of one (1) parking space must be provided per dwelling unit. Required parking for residential uses shall not be open to the sky and must be located either within or below the building envelope or within an attached parking structure. Access to parking facilities shall be provided from alleys wherever proposed. Guest parking is not required on-site.

### Bicycle Parking

A minimum of one (1) bicycle parking space must be provided per dwelling. Required bicycle parking for residential uses shall be provided either inside the building envelope or outside using inverted “U” style racks, either covered or open to the sky.

### Landscaping

Private lot landscaping will be required and shall be designed to provide both visual interest and add pervious surface on the property. Water collection (i.e. bioswales, rain barrels), outdoor furniture, and planters may be utilized provided that they do not impede pedestrian movement.

### Stormwater Management

The management of stormwater on-site may be achieved through a combination of tactics (such as ponds, bioswales, permeable pavers, and green roofs) provided that the design meets all applicable requirements of the Village and any outside agencies including the Metropolitan Water Reclamation District (MWRD). A conceptual study of the project site conducted in 2009 indicates a need for 1.79 AC-FT of detention (see Appendix).

Lot & Bulk Standards	
Minimum Lot Width	20’
Maximum Building Height	5 Stories
Minimum Building Height	2 Stories
Front Yard Setback	5-15’
Side Yard Setback	5’ max
Rear Yard Setback	5’ min
Alley Width	20’
Residential Parking Required	1 internal space per DU
Guest Parking Required	none
Bicycle Parking Required	1 per DU
Maximum Density	none
Minimum Density	none

Building Materials	
Primary (75% min)	Brick, Stone, Fiber Cement Siding
Accent (25% max)	Concrete Panels, Decorative Block, EIFS/Stucco, Wood
Prohibited	Vinyl & Wood Siding, Smooth Face Cinder Block

Other Regulations	
Elevators	Required for multi-family structures three stories and higher
Sprinkler Systems	Required for multi-family structures and attached single-family units
Wall Assembly	See Appendix for Ordinance 2011-O-036

## OFF-SITE IMPROVEMENTS

The developer shall be responsible for improvements both on the project site and within the abutting rights-of-way, including all utilities and infrastructure above and under ground. The Village shall determine the scope of required off-site improvements, as well as TIF eligibility, based upon the nature of the development scheme proposed. The following topics provide the minimum expectations as set forth in the Legacy Code.

### Public Streets

The developer shall be responsible for correcting any deficiencies relating to the existing surrounding streets, such as dimensional standards, pavement quality, and missing curbs.

### Sidewalks

The developer shall install sidewalks no less than 6' in width around the entire perimeter of the block.

### Parkway Landscaping

The developer shall improve the parkway around the entire perimeter of the block to include trees planted no greater than 25' apart and placed in either tree grates or grass. The use of loose stone, rock, or gravel is prohibited in the parkways.

### Street Lights

The developer shall install decorative light fixtures around the entire perimeter of the block on each side of the street with a maximum average spacing (per block face) of 60' on center.

### Stormwater

The Village, in coordination with other outside agencies, shall determine the need for regional stormwater upgrades based upon the unique development scheme proposed.

The Village has completed conceptual engineering and is contemplating the construction of a new pond that could resolve stormwater concerns within the downtown area.



## REQUEST DELINEATION

The Village of Tinley Park, Illinois (“Village”) is seeking sealed Statements of Qualifications until 12:00 pm CST, February 2, 2015 from a highly qualified development team (“Developer”) capable of carrying out a residential housing development of the site commonly referred to as the Former Central Middle School site (“Project”).

### 1. General Roles And Responsibilities

It is expected that a single Developer will be selected to be responsible for implementing the Project; however, this may be subject to change depending upon evaluation of the responses to the Village’s Request for Qualifications (RFQs) and Developer desires.

The Village anticipates working closely and cooperatively with the Developer; however, the Village does not currently anticipate entering into any other formal relationship with the Developer other than possible redevelopment agreements. The Village and Developer shall be responsible for their own resources.

Village: The Village’s role and intent is to act as the current owner of the site only until such time that the Developer acquires the site. Its primary role is to ensure that the Village’s interests are being protected and furthered with the assistance of the selected Developer and through the Project implementation. The Village may also assist with necessary approvals, economic incentives, and development agreement with the selected Developer.

Developer: The Developer selected by the Village to execute the Project based on qualifications shall have redevelopment rights and rights to purchase land for a residential redevelopment meeting the 2009 Tinley Park Legacy Plan and 2011 Legacy Code standards. The selected Developer may be required, as part of a redevelopment agreement, to provide certain public structures such as public sidewalks and frontages, infrastructure, landscaping, storm water detention, and parking as required to provide a complete project in conformance with a redevelopment agreement and site plan approval by the Plan Commission.

Village Consultant(s): The Village has retained various consultants to assist the Village with various aspects of the Project. The Village may, at certain times, designate certain consultants to act as agents of the Village; however, the Village would expressly define this in writing prior to such occurrence. At no time will a Village consultant have unilateral authority to direct or approve any aspects of the Project on the Village’s behalf.

Redevelopment Agreement [“Agreement”]: The agreement which may be approved by the Village Board and signed by both parties in which the Developer has agreed to undertake the redevelopment of the site in accordance with the Village-approved plans and pursuant to the terms and conditions of the redevelopment agreement. The redevelopment agreement will contain provisions governing all aspects of the Project, including, but not limited to, land conveyance, development and zoning approvals, Developer and Village obligations, security requirements, infrastructure improvements, letters of credit, construction schedule and possible development incentives. The decision to approve or not approve any redevelopment agreement rests solely with the Village and this RFQ does not require or obligate the Village to enter into any redevelopment or other agreement.

### 2. Village’s Intent

#### A. Request for Qualifications (RFQ)

The Village is seeking the best-qualified Developer for the Project to not only meet but also exceed the standards of the Tinley Park Legacy Plan and Code. The Village is seeking qualified Developers that have successful

experience with redevelopments of the contemplated scope in conjunction with the physical and economic conditions of urbanized, downtown areas similar to that of Tinley Park. Consequently, the Village is undertaking this Request to help ensure that subsequent discussions regarding a specific proposal are conducted with a Developer that the Village feels possesses the requisite successful past experience, creativity and financial capability to ensure a successful redevelopment.

Each prospective Developer is asked to attend an informational meeting hosted by the Village prior to submitting qualifications; however, this is not required. Questions from potential Development Teams may be addressed to Village Staff or their consultants at this meeting. Questions and responses from this meeting will be summarized in writing and made available to all potential Development Teams who received the RFQ.

## B. Evaluation Criteria and Scoring

The Village, or its consultants, may, at their discretion, contact references and industry sources, investigate previous projects and current commitments, interview some or all of the Development Teams, and consider any other information in their evaluation of the responses. The selection of a qualified Developer, if any is made, shall be in the sole discretion of the Village.

The Village reserves the right to request clarification or additional information from respondents and to request that respondents make presentations to members of the Village. Evaluation criteria include, but are not limited to, the following:

### FACTOR    DEFINITION (Relative Importance in Parenthesis)

- A. Demonstrated credentials, experience, and reputation of personnel identified to lead, execute, deliver, and manage the Project to include key proposed consultants such as the design architect/urban designer, architect-engineer, engineer, landscape architect, and constructor, if applicable (10%);
- B. Evidence of project specific experience in successful developments, marketing, and economic performance of high quality housing developments (10%);
- C. Evidence of successful past performance through references of previous clients including local governments and transit-oriented developments (15%);
- D. Demonstrated organizational capacity and managerial capability to successfully execute and deliver projects of similar or larger scopes, value, and quality to include expected execution schedule upon receipt of Village approval (5%);
- E. Provide evidence of the Developer's access to the capital resources, both equity and debt, necessary to finance the development of the Project, by identifying the following: Financial statement of the Developer, Description of projects currently under development or committed to, including status, development schedule, financing sources (both equity and debt capital), Identification of other relationships (and contact information) with sources of equity and debt capital in addition to the financing sources on completed and active projects (20%);
- F. Demonstrated ability to design, plan and implement a Project that fits into the context and character of Tinley Park and the neighborhood. The quality of the planning and design of residential communities, specifically multi-family and single-family attached developments; demonstrated creative design solutions and experience with community design in dense residential development (10%);
- G. Demonstrated commitment to meet the intent of the 2009 Legacy Plan and the 2011 Legacy Code for Downtown Tinley Park, including the intent of the Downtown General character district (5%);
- H. Evidence of the quality of residential construction (row homes, townhouses, apartments, etc.) in the Development Team's previous projects, including demonstrated expertise in the supervision of

construction activities, project completion on schedule and experience with prevailing wage construction (5%);

- I. Evidence of the ability of the Development Team to effectively communicate with the Village, to establish clear lines of responsibility within the Development Team on which the Village can rely during negotiations, implementation and completion of the Project (10%); and
- J. Experience in working with public entities on public/private real estate development projects and the willingness to engage in public outreach efforts to the Village and local community (10%).

Members of the Selection Committee will independently evaluate and score each submittal using the following whole number point scale for scoring:

0	Not addressed
1	Poor
2	Fair
3	Acceptable
4	Exceeds Acceptable
5	Outstanding

### 3. Project Goals and Objectives

#### A. Goal

Provide a high quality, fiscally successful residential redevelopment that enhances the neighborhood and meets the Village's 2009 Legacy Plan and 2011 Legacy Code.

#### B. Objectives

- Increase opportunities for residential living in the downtown area of the Village and create a built-in market for downtown businesses.
- Employ architectural urban design strategies to enhance the neighborhood and provide increased walkability.
- Employ sustainability, best practices in stormwater management, and use of high quality building materials to create an innovative project, suitable for a downtown neighborhood.
- Structure the project to contribute positively to the existing Tax Increment Finance district and benefit the Village from a financial and economic standpoint.

### 4. Time Table and Review Process

#### A. Process Summary

The Village intends to review the responses to this Request for Qualifications in a transparent manner with the goal of developing an agreement with the most qualified respondent. The Village will host an informational meeting with all interested respondents to answer questions about the property and the Village's goals and objectives. The Village will post answers to questions from the information meeting and any questions received during the course of the RFQ process on our website to further assist respondents in answering the RFQ.

Once RFQ responses are submitted, Village staff will review the responses according to the evaluation criteria and will make a recommendation to a selection committee consisting of both staff and elected officials. Interviews with a narrowed list of respondents will occur with the selection committee. The Village Board will then select a developer based upon the recommendation of the selection committee.

B. Overall Timetable

Step	Target Dates
Village Releases RFQ	December 17, 2014
Village Hosts Informational Meeting	January 14, 2015 (10am at Village Hall)
Village to Post Answers to Any RFQ Questions on Website	January 21, 2015
Developer's RFQ Responses Due	February 2, 2015 (12pm CST to Clerk's Office)
Evaluation of Responses by Village Staff Completed	February 24, 2015
Selection Committee Interviews of Narrowed List of Respondents	February 25 – March 6, 2015
Village Board's Committee of the Whole Recommendation	March 10, 2015
Adopt Redevelopment Agreement with Selected Developer	May 19, 2015

Notes:

- 1) The Village may consider adjusting Target Time Periods/Dates in order to facilitate adequate response and review periods.
- 2) Time Targets subject to change depending on conditions and/or discretion of the Village Board.

## SUBMISSION REQUIREMENTS

### 1. Submission Quantity and Format

- A. Ten (10) collated sets of Proposals shall be submitted and organized generally as follows:
- i. Cover letter;
  - ii. Understanding of Request;
  - iii. Developer's Relevant Qualifications and Experience;
  - iv. Developer/Team Description, Organizational Structure, and Capacity;
  - v. Summary Statement; and
  - vi. Financial Information (Under sealed cover).
  - vii. Project Pro-forma (optional)
- B. Required financial information and optional project pro-forma shall be included in a separate but attached sealed envelope clearly identifying the prospective Developer.
- C. There is not a minimum or maximum page limitation but qualifications statements should be kept directly relevant and succinct.

### 2. Understanding of Request

This section shall summarize the prospective Developer's understanding of the request and requirements, including site analysis and understanding of the community and neighborhood. The Developer may add any additional information to help the Village determine that a Developer is qualified.

### 3. Developer's Relevant Qualifications

The prospective Developer must demonstrate experience with facilitating successful projects of similar contemplated scope and quality. The relevant qualifications submissions must be a part of and fit into the response but outside of this requirement the prospective Developer can determine the format. A short project synopsis addressing the scope, budget schedule and reference contact may be provided. The Village will look for a minimum level of experience to be demonstrated including but not limited to the following:

- A. Demonstrated experience in, preferably, at least two (2) completed projects of similar size and quality as envisioned for the project.
- B. Demonstrated financial resources and commitments to both acquire and develop the property as provided in financial statements, evidence of equity and debt financing, or other similar demonstration.
- C. A list of projects as Developer over the past five (5) years prior to the due date of this Request, including project overall size and by type of use (e.g., for-sale or rental multifamily, row homes, residential apartments), overall construction cost, major tenants, absorption, current photos of site, and the current occupancy and ownership of these projects.
- D. Description, location, and a brief summary of the past projects. The Village would consider it a positive factor if the projects presented in this section were accomplished with the currently proposed Developer Team.

#### 4. Developer Description and Organizational Structure

- A. Legal Name of the proposed development entity.
- B. Proposed form/structure of the proposed development entity (e.g., Corporation, Partnership, Limited Liability Corporation (LLC), Individual, Joint Venture, Not-for-Profit, etc.).
- C. Date Established to include constituent firms/partners/team members if a joint venture (JV) is proposed.
- D. Subsidiary status or affiliation with any other/parent entity including the name and address of and relationship to the parent or partner as well identification of its key officers.
- E. Names, addresses, title of position, and nature and extent of the interest of the officers:
  - i. For corporations, the officers, directors or trustees, and each stockholder owning any class of stock and each person's percentage ownership.
  - ii. For not-for-profit organizations, the members who constitute the board of trustees or board of directors, or similar governing body.
  - iii. For partnerships or limited liability corporations, each partner or member, whether a general or limited partner or member, and either the percent of interest or a description of the character and extent of interest.
  - iv. For joint ventures, each participant and either the percent of interest or a description of the character and extent of interest. If the joint venture partners are corporations or partnerships, then the information for such firms each should be provided.
  - v. For any other type of entity, each officer, owner and members of governing body, and each person's percentage ownership.

#### 5. Developer Organization and Capacity

- A. Proposed organizational chart identifying the Developer functions, roles, and responsibilities.
- B. Developer team partners, and/or consultants proposed to deliver the project including their relevant experience and a clear description of their roles and responsibilities (e.g., Architect/Engineer, Economic/Financial consultant, Counsel, Construction, leasing/management, etc.); key staff and roles with individual résumés not exceeding one page, if included.
- C. The Village would consider it a positive factor if the key Developer team members/partners/consultants and/or staff presented in this section also have contributed to the successful past projects presented by the prospective Developer.
- D. Anticipated general and tentative development/construction schedule, if selected.
- E. It is recognized that several factors that impact any expected schedule may be outside of the prospective Developer's direct control and that a mutually agreed upon schedule would be part of a redevelopment agreement with the Village. However, this information will assist the Village in assessing a prospective

Developer's experience with a project of this type and insight into how the prospective Developer proposes to manage the Project process to successful completion.

- F. The number, location and magnitude of projects currently on the prospective Developer's work plan for the next two calendar years.

6. Summary Statement

- A. A summary statement is optional but can be included with information the prospective Developer feels would help the Village to select the best overall qualified Developer. For example, a discussion or list of the type and quality of residential projects with which the Developer has a successful relationship and that are envisioned to be brought to this Project including any that may already have expressed interest would be appropriate here.

7. Separate Financial Information Required from the Prospective Developer

- A. Ten (10) sets of the following information should be submitted at the same time as the related qualifications in a separate sealed envelope marked "confidential" relative to each person with an ownership interest in the development entity and the development entity itself:
  - i. Audited financial statement or federal income tax forms for the last three years.
  - ii. References from financial institutions with whom the Developer has dealt as a borrower or as a joint venture partner.
  - iii. Proposed sources of financing and preliminary evidence of interest from financial institutions or partners if available.
  - iv. List of pending litigation or other disputes including court case numbers, status, potential of a financial settlement, and impact on your ability to execute this Project.
  - v. Filings for bankruptcy including dates and circumstances, or foreclosures or returns to lenders via deed-in-lieu of foreclosure.

## OTHER INFORMATION

The following information is provided as information to the prospective Developer in anticipation of a possible redevelopment agreement:

1. Village's Selection of a Developer

The Village reserves the right to consider in part or in whole, waive selection criteria in part or in whole, or waive any inconsistencies or irregularities in part or in whole in responses to determine and select the best overall qualified Developer, in the Village's opinion, to execute the Project. Final selection, based on the RFQ, to attempt to negotiate a redevelopment agreement with the Village will be based on a combination of Developer qualifications and the proposed Project to include proposed and agreed upon financial, physical, and economic goals and benefits to the Village, and shall be made by the Village in its sole discretion. The Village is not obligated or required to select any Developer, or to negotiate any redevelopment agreement. The resulting redevelopment agreement will, at a minimum, include key provisions from the Request for Qualifications and the successful Developer's proposal. Project qualifications may be subject to staff, consultant, as well as public review after which the Village Board may approve a final selection for negotiation.

2. Termination of Requests

It is the intent of the Village to enter into a redevelopment agreement with the successful prospective Developer; however, the Village may cancel this Request for Qualifications including all received submissions at any time to protect the best interests of the Village. Costs of preparing submissions are the responsibility of the respondents.

3. Deadline and Proposal Disposition

Complete responses, including the response to this Request and separate financial information, qualifications, and corporate/partnership information shall be sealed and clearly marked REQUEST FOR DEVELOPER PROPOSALS: FORMER CENTRAL MIDDLE SCHOOL SITE and shall be submitted to the Office of the Village Clerk not later than 12:00pm (noon) CST on February 2, 2015. Responses are the property of the Village. The Village will maintain confidentiality of information to the extent allowed by the Illinois Freedom of Information Act.

**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.



**Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code**

BE IT RESOLVED, by the \_\_\_\_\_ President and Board of Trustees \_\_\_\_\_ of the \_\_\_\_\_ Village \_\_\_\_\_ of \_\_\_\_\_ Tinley Park \_\_\_\_\_, Illinois, that there is hereby (City, Town or Village) (Name) appropriated the sum of \$3,400,000 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2015 (Date) to December 31, 2015 (Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Patrick E. Rea Clerk in and for the Village \_\_\_\_\_ of Tinley Park \_\_\_\_\_, County of Cook and Will \_\_\_\_\_ (City, Town or Village)

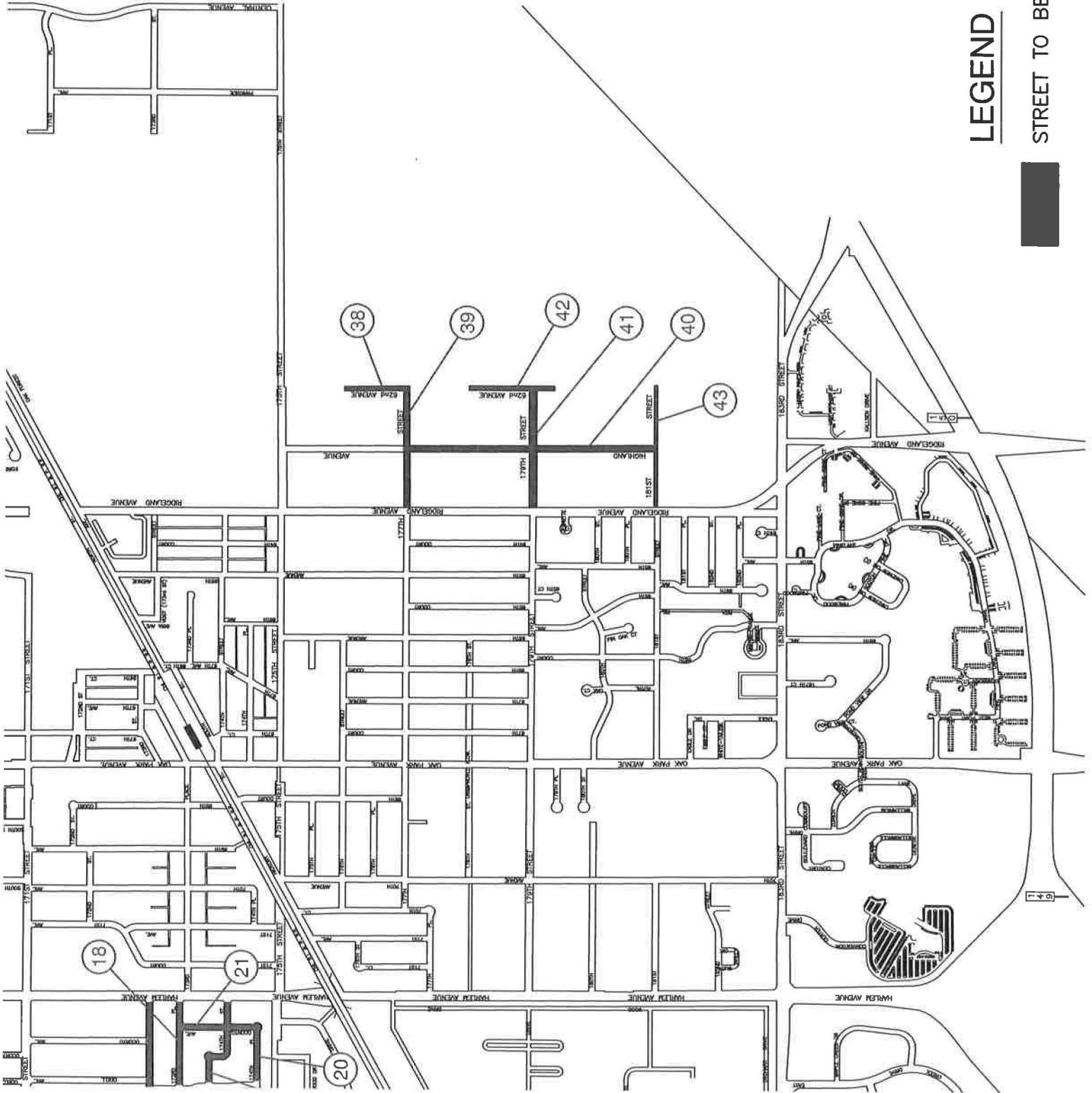
hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees at a meeting on January 6, 2015 (Council or President and Board of Trustees) (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January

(SEAL) \_\_\_\_\_ Village Clerk (City, Town or Village)

Approved  
\_\_\_\_\_  
Date  
Department of Transportation  
\_\_\_\_\_  
Regional Engineer



# LEGEND

 STREET TO BE RESURFACED



Local Agency Village of Tinley Park  
Section Number 15-00000-01-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of maintenance operations (BLR 14231 or BLR 14221), shall consist of the following:

**PRELIMINARY ENGINEERING shall include:**

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program: preparation of the maintenance resolution, maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract and/or acceptance of BLR 12330 form. The maintenance expenditure statement must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION shall include:**

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection, as opposed to those routine maintenance operations as described in Chapter 14-2.04 of BLRS Manual, which may or may not require engineering inspection.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. For furnishing engineering inspection the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each group shall be applied to the total final cost of that group for the items which required engineering inspection. In no case shall this be construed to include supervision of contractor operations.

**SCHEDULE OF FEES**

Total of the Maintenance Operation	Base Fee
<input checked="" type="checkbox"/> > \$20,000	\$1,250.00
<input type="checkbox"/> ≤ \$20,000 (Negotiated: \$1,250 Max.)	

**PLUS**

Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	NA	1%	NA	NA
IIB	3%	NA	3%	NA	NA
III	4%	NA	4%	NA	NA
IV	5%	4%	6%	6%	YES

By: \_\_\_\_\_  
Local Agency Official Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Consulting Engineer Signature

\_\_\_\_\_  
Senior Project Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
P.E. Seal

\_\_\_\_\_  
P.E. License Expiration Date

**PRELIMINARY 12/9/14**

**Tinley Park 2015 PMP Proposed Street Resurfacing (15-005.01) - FY 2016**

<b>Location No.</b>	<b>Location Name</b>	<b>From</b>	<b>To</b>	<b>Length</b>
1	160th Place	84th Avenue	Eagle Ridge Drive	855
2	Ashley Lane	Pine Drive	Eagle Ridge Drive	507
3	Aspen Lane	Pine Drive	Eagle Ridge Drive	558
4	161st Place	84th Avenue	Eagle Ridge Drive	881
5	Blue Spruce Court	Cul De Sac	Off Pine Drive	345
6	162nd Place	Pine Drive	Eagle Ridge Drive	712
7	Pine Drive	160th Place	162nd Place	1,600
8	Eagle Ridge Drive	160th Place	162nd Place	1,670
9	163rd Street	76th Avenue	Ozark Avenue	1,060
10	160th Street	76th Avenue	West to End	390
11	76th Avenue	159th Place	161st Street	760
12	159th Place	76th Avenue	Olcott Avenue	1,170
13	Olcott Avenue	159th Street	159th Place	480
14	Lake Villa Avenue	161st Street	163rd Street	1,155
15	161st Street	Lake Villa Avenue	Olcott Avenue	310
16	163rd Street	Lake Villa Avenue	Olcott Avenue	360
17	164th Place	76th Avenue	Olcott Avenue	835
18	173rd Place	Harlem Avenue	Odell Avenue	925
19	174th Street	Odell Avenue	Harlem Avenue	1,050
20	174th Place	Odell Avenue	Oconto Avenue	675
21	Oconto Avenue	173rd Place	174th Place	780
22	174th Street	Odell Avenue	Osceola Avenue	700
23	Oketo Avenue	173rd Street	174th Street	590
24	Ottawa Avenue	174th Street	Oriole Avenue	770
25	Overhill Avenue	173rd Street	174th Street	1,120
26	173rd Place	Oriole Avenue	Overhill Avenue	600
27	173rd Place	Ozark Avenue	Overhill Avenue	515
28	173rd Street	Harlem Avenue	West to Dead End	3,790
29	Ozark Avenue	171st Street	173rd Street	1,320

**PRELIMINARY 12/9/14**

**Tinley Park 2015 PMP Proposed Street Resurfacing (15-005.01) - FY 2016**

30	88th Avenue	175th Street	179th Street	2,900
31	Radcliffe Road	88th Avenue	Westbridge Road	400
32	176th Street	Woburn Drive	Mulberry Avenue	275
33	Woburn Drive	Westbridge Road	Brown Lane	2,050
34	179th Street	88th Avenue	Elmwood Drive	2,180
35	Caledonia Drive	94th Avenue	94th Court	520
36	94th Court	Caledonia Drive	Hitchcock Blvd.	725
37	173rd Street	94th Avenue	94th Court	505
38	62nd Avenue	177th Street	North to Dead End	567
39	177th Street	Ridgeland Avenue	62nd Avenue	1,215
40	Highland Avenue	177th Street	181st Street	2,637
41	179th Street	Ridgeland Avenue	62nd Avenue	1,250
42	62nd Avenue	179th Street	N&S to Dead Ends	900
43	181st Street	Ridgeland Avenue	Highland Avenue	660
44	Woodfield Court	Cul De Sac	Off 194th Street	540
45	194th Street	Ridgefield Lane	Kickapoo Drive	550
46	Ridgefield Lane	194th Street	Westfield Avenue	2,255
47	Bayfield Drive	Westfield Avenue	West End Cul De Sac	1,600
48	Bayfield Court	Cul De Sac	Off Bayfield Drive	270
49	East Hillside Drive	Westfield Avenue	South to Village Limits	800
50	Westfield Avenue	Ridgefield Lane	North to Cul De Sac	2,480
51	Westfield Court	Cul De Sac	Off Westfield Avenue	150
52	Rosefield Trail	Brookside Glen Drive	Westfield Avenue	350
53	Newfield Lane	Brookside Glen Drive	East Hillside Drive	1,010
54	Brookside Glen Drive	80th Avenue	Edgebrook Lane	2,625
55	Highfield Court	Cul De Sac	Off Brookside Glen	310
56	Cove Court	Cul De Sac	Off Brookside Glen	380
57	Summerhill Court	Cul De Sac	Off Brookside Glen	330
			<b><i>Miles of Resurfacing</i></b>	<b><i>10.78</i></b>

**RESOLUTION NO. 2015-R-002**

**RESOLUTION AUTHORIZING  
AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK  
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION –  
BANNES SCHOOL PEDESTRIAN BRIDGE**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Illinois Department of Transportation, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

**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 "Intergovernmental 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 on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

Village Clerk

# **EXHIBIT 1**

**RESOLUTION 2015-R-002  
AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT BY AND BETWEEN THE VILLAGE OF  
TINLEY PARK AND THE ILLINOIS DEPARTMENT OF  
TRANSPORTATION –  
BANNES SCHOOL PEDESTRIAN BRIDGE**

Local Agency VILLAGE OF TINLEY PARK	 <b>Illinois Department of Transportation</b>  <b>Local Agency Agreement for State Participation</b>	Job Number - Construction
Section 15-00118-00-BR		Job Number - Engineering/ROW

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

**Location**

Local Name Bannes School Pedestrian Bridge      Route \_\_\_\_\_      Length 500

Termini 170<sup>th</sup> Place to Bannes School

Current Jurisdiction Village of Tinley Park

**Project Description**

Removal and replacement of the existing pedestrian bridge and related multiuse path from 170th Place across Midlothian Creek to the John Bannes School.

**Division of Cost**

Type of Work	STATE	LA	Total
Participating Construction	220,000		220,000
Non-Participating Construction			0
Preliminary Engineering	30,000		30,000
Construction Engineering	10,000		10,000
Right-of-Way			0
			0
<b>TOTAL</b>	<b>\$40,000</b>	<b>\$ 0</b>	<b>\$260,000</b>

Note: Preliminary engineering will include soil borings and IDNR permitting.

**Payment Method (check one):**

- Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

## Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Village of Tinley Park	Section 15-00118-00-BR
--	---------------------------

**EXHIBITS**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.  
Exhibit A - Location Map  
see attached

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Edward J. Zabrocki

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is \_\_\_\_\_ conducting business as a Governmental Entity.

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Erica J. Borggren, Acting Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Director of Finance and Administration

\_\_\_\_\_  
Date

Local Agency Village of Tinley Park	Section 15-00118-00-BR
--	---------------------------

EXHIBIT A – LOCATION MAP  
BANNES SCHOOL PEDESTRIAN BRIDGE



Harlem Avenue (IL RT 43)

Municipality VILLAGE OF TINLEY PARK	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name ROBINSON ENGINEERING LTD
Township BREMEN				Address 17000 SOUTH PARK
County COOK				City SOUTH HOLLAND
Section 15-00118-00-BR				State IL 60473

THIS AGREEMENT is made and entered into this 18th day of December, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Bannes School Pedestrian Bridge (north from 170<sup>th</sup> Place)  
Route \_\_\_\_\_ Length 500.00 FT ( 0.09 Miles) (Structure No. \_\_\_\_\_ )  
Termini 170<sup>th</sup> Place to Bannes School

**Description:**

Removal and replacement of the existing pedestrian bridge and related multiuse path from 170<sup>th</sup> Place across Midlothian Creek to the John Bannes School.

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

- i.  Prepare the Project Development Report when required by the DEPARTMENT.
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Assist the LA in the tabulation and interpretation of the contractors' proposals.
  - l.  Furnish construction guidance. Construction guidance shall include:
    - (1) Consultation on interpretation of plans and specifications and changes during construction.
    - (2) Checking all shop and working drawings.
    - (3) Periodical job-site observation as construction progresses.
    - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
    - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
    - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
  3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
  4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**THE LA AGREES,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to 10 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000		(see note)
		%
		%
		%
		%
		%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
  - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
  - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

VILLAGE OF TINLEY PARK of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

By \_\_\_\_\_

Clerk

(Seal)

Executed by the ENGINEER

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

**RESOLUTION NO. 2014-R-046**

**RESOLUTION AUTHORIZING THE  
EXECUTION OF PARATRANSIT GRANT AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did consider a bus transit agreement, a true and correct copy of such agreement (the "Paratransit Grant Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Paratransit Grant 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 Paratransit Grant 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 December, 2014, by the President of the Village of Tinley Park.

---

Edward J. Zabrocki  
Village President

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



**EXHIBIT 1**

**Paratransit Grant Agreement**



**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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## 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 1/12<sup>th</sup> 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

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





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312 984 6415  
tmbarnicle@ktjlaw.com

December 17, 2014

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

**RE: Paratransit Service Provider Agreement, Opinion of Counsel**

Please be advised that I represent the Village of Tinley Park. Pursuant to Article XII of the Service Provider Agreement (“Agreement”) this Opinion of Counsel is being provided:

- 1 The Village of Tinley Park 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 of Trustees of the Village of Tinley Park pursuant to Resolution No. 2014-R-046, adopted December 16, 2014, and the execution and delivery of said Agreement by all of the parties hereto will constitute a valid and binding obligation of the Village of Tinley Park, enforceable in accordance with its terms, and the making of and compliance with the terms and conditions of said Agreement by the Village of Tinley Park 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 Village of Tinley Park known to this counsel.
3. All such approvals, consents, permits, licenses, authorizations or modifications as may be required to permit the performance by the Village of Tinley Park of its obligations under said Agreement have been obtained, whether from the appropriate governmental authorities or other persons or entities known to this counsel.
4. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of this counsel, threatened by or against the Village of Tinley Park, 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 of the Village of Tinley Park.

5. The Village of Tinley Park 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 Village of Tinley Park, or that is reasonably likely to materially adversely affect the ability of the Village of Tinley Park to perform its obligations under said Agreement.

6. No obligation of the Village of Tinley Park and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to it may so affect the business, operation, property or financial condition of the Village of Tinley Park or the ability of the Village of Tinley Park to perform its obligations under said Agreement.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.

A handwritten signature in cursive script, appearing to read "Terrence M. Barnicle", with a horizontal line extending to the right.

Terrence M. Barnicle

TMB/an

cc: David Niemeyer  
Laura Godette



**COMMENTS FROM  
BOARD AND STAFF**

**COMMENTS FROM  
THE PUBLIC**

# **ADJOURNMENT**