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 3, 2013.

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

COMMENTS:

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ITEM # 3 **CLICK TO SEE VENDOR REPORT(S)**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

A. CONSIDER A PROCLAMATION RECOGNIZING NICHOLAS PAVLIK ON ATTAINING THE RANK OF EAGLE SCOUT.
B. REQUEST PAYMENT TO DEVELOPER'S SURETY AND INDEMNITY COMPANY IN THE AMOUNT OF $415,112.92 FOR CONSTRUCTION SERVICES AT THE 80TH AVENUE TRAIN STATION TO BE PAID FROM THE SURTAX CAPITAL PROJECTS FUND.
C. REQUEST PAYMENT TO PROJECT MANAGEMENT ADVISORS, INC. IN THE AMOUNT OF $1297.50 FOR CONSTRUCTION SERVICES AT THE 80TH AVENUE TRAIN STATION TO BE PAID FROM THE SURTAX CAPITAL PROJECTS FUND.

D. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $1,985,456.51 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 6, AND DECEMBER 13, 2013.

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

COMMENTS:

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ITEM # 4

SUBJECT: CONSIDER THE APPOINTMENT OF DAVID GALATI TO THE POSITION OF PUBLIC WORKS FOREMAN – **Trustee Staunton/President Zabrocki**

ACTION: Discussion: With the appointment of John Urbanski to the position of Facilities and Fleet Superintendent earlier this year, a vacancy was created in the Facilities and Fleet Foreman position. The Village advertised the foreman position to both internal and external candidates and received 22 applications for the position. Interviews with Eight (8) candidates were conducted. Upon completion of the interviews, it was recommended that David Galati be appointed to the foreman position. Mr. Galati has worked with the Village since 2005 in a position of maintenance worker and has several specialized skill sets and certifications. If approved, this promotion will be effective on December 18, 2013. **Consider concurring with the recommendation of President Zabrocki and appoint David Galati to the Position of Public Works Foreman.**

COMMENTS:

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ITEM # 5

SUBJECT: CONSIDER THE APPOINTMENT OF LORI MASON TO THE POSITION OF DEPUTY POLICE CHIEF - **President Zabrocki/Trustee Maher**

ACTION: Discussion: With the retirement of Deputy Chief McCain on October 27, 2013 a vacancy was created in the Operations Deputy Chief position. Interviews were conducted with all sergeants interested in the Deputy Chief position. It is recommended that Lori Mason be appointed Deputy Chief. Sergeant Mason joined the department in 1987, and is a 27 year member of the department. Sergeant Mason has served in numerous assignments throughout her career. She is a Certified Crime Analyst and Field Training Supervisor, master Firearms Instructor, and a graduate of Northwestern University Center for Public Safety School of Police Staff and Command. Her most recent assignments have been that of Administrative Sergeant, and Operations Supervisor for the First Midwest Bank Amphitheater. If approved, this promotion will be effective on December 18, 2013. **Consider concurring with the recommendation of President Zabrocki and Trustee Maher and appoint Lori Mason to the position of Deputy Chief.**

COMMENTS:

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ITEM # 6

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-058 GRANTING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT 6800-6806 183RD STREET & 18250-18260 SOUTH OAK PARK AVENUE – CREATION OF A MIXED-USE STRUCTURE (OAK PARK REALTY, LTD – MACK COMPANIES) – **Trustee Hannon**

ACTION: Discussion: On November 21, 2013, the Plan Commission granted site plan approval to allow the Petitioner – Mack Companies – to renovate the subject property located at the northwest corner of 183rd and Oak Park Avenue to better conform to the standards set forth in the Village's Legacy Code. The Petitioner also seeks to reconfigure the interior of the building to accommodate one (1) residential unit within the northwest corner of the structure. The subject property is located in the Neighborhood Flex (NF) Character District, and the conversion of an existing commercial building on a Heritage Site into a mixed-use structure requires a Special Use Permit (Section XII.3 – Table 3.A.2). Consideration of this request is based upon the Petitioner's willingness to make substantial improvements to the entire property and its multiple structures under common ownership, including:

1. Connecting the two (2) existing buildings with a sprinkler room to contain a new fire suppression system and alarm notification system serving the entire site;
2. Increasing the height of the existing parapet walls and repainting the existing brick to enhance the architecture of the buildings;
3. Placing new awnings and decorative gooseneck lighting on the front facades;
4. Installing five (5) new landscape islands and three (3) new pole lights in the parking lot;
5. Adding landscaping in the public right-of-way and along the perimeter of the property;
6. Meets all building and comprehensive code requirements; and
7. Exceeds all commercial parking requirements.

A Public Hearing was held by the Plan Commission on November 21, 2013, and the Special Use Permit was recommended for approval on an 8-0-0 vote with the condition that the Landscape Plan be approved by Village Staff and a Plat of Consolidation be finalized prior to the issuance of any Building Permits. **This Ordinance is eligible for adoption.**

COMMENTS:

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ITEM # 7

SUBJECT: CONSIDER RESOLUTION 2013-R-060 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR CHRYSLER GROUP REALTY COMPANY LLC. - **Trustee Seaman**

ACTION: Discussion: This inducement agreement between the Village of Tinley Park and Chrysler Group Realty Company LLC (Chrysler) is associated with the planned new combined Chrysler Jeep Dodge Ram dealership at 8325 and 8355 West 159th Street in Tinley Park. This project is estimated to cost at least $13 million. But for the incentive, the project will not be completed. The project is anticipated to result in at least $60 million in new annual taxable sales, provide 115 jobs, and will conform to all Village codes and ordinances, including landscaping and signage requirements. Net new property tax revenue from the project is estimated to be at least $1.7 million over 10 years, including $1.1 million for School Districts 140 and 230. This incentive is based on new incremental sales generated by the dealership, whereby the Village would receive 100 percent of the first $287,000 in Village sales tax revenue per year, and Chrysler would receive 49 percent of the Village sales tax revenue in excess of $287,000 each year for up to 10 years. The maximum incentive amount would be $3 million, and is not guaranteed. This incentive meets the specifications identified in the Village of Tinley Park Incentive Policy. 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 5, 2013. **This Resolution is eligible for adoption.**

COMMENTS:

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ITEM # 8

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-048 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE CURRENT FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2013, AND ENDING ON THE THIRTIETH DAY OF APRIL 2014 - **Trustee Seaman**

ACTION: Discussion: The property tax levy request for 2013 will be set at $25,541,964. This represents a 0% increase over the previous year's extension in total dollars. This levy amount is net of the abatements of debt service considered in Ordinances 2013-O-049 through 2013-O-054 in a total amount of $5,707,000. If these funds were not abated, the total required levy would be $31,248,964 and would represent an increase of 22%. The Village of Tinley Park portion of the levy amounts to $19,980,020. This amount is $339,660 lower than the Village's traditional levy 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 13, 2013. The Library Levy request was approved at the Library Board meeting held on October 23, 2013. **This Ordinance is eligible for adoption.**

COMMENTS:

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ITEM # 9

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-049 ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue is established at $602,400 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 # 10

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-050 ABATING A PORTION OF THE 2013 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 2013 tax levy for this bond issue is established at $962,745 and the Village is in a position to abate $612,745 of this levy with $318,843 derived from the Village's Water and Sewer Revenue Fund, $185,964 from the Tax/Bond Stabilization Fund, and $107,938 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 # 11

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-051 AN ORDINANCE ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue is established at $2,577,855 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 ($2,473,606) in combination with the 35% Build America Bond Credit Payment expected to be received from the United States Treasury ($104,249). 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 # 12

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-052 ABATING A PORTION OF THE 2013 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 2013 tax levy for this bond issue is established at $676,500 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 $526,500 for this bond issue. **This Ordinance is eligible for adoption.**

COMMENTS:

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ITEM # 13

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-053 ABATING ALL OF THE 2013 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 2013 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 # 14

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-054 AN ORDINANCE ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue is established at $922,600 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	$369,040.00
Surtax Capital Projects Fund	$395,371.00
Water & Sewer Fund	$131,793.41
Stormwater Management Fund	$ 16,486.87
Main Street South TIF	$ 9,908.72

This Ordinance is eligible for adoption.

COMMENTS:

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ITEM # 15

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-060 AMENDING CHAPTER 132 OF TITLE XIII OF THE TINLEY PARK MUNICIPAL CODE – VIDEO GAMING – **Trustee Seaman**

ACTION: Discussion: This Ordinance would amend the Village Code to allow video gaming machines in Tinley Park in accordance with State Statutes. If adopted, establishments that have a liquor license which allows for consumption of alcohol on the premises will be permitted to license up to five (5) machines per establishment. However, no one under the age of 21 will be permitted to gamble. At present, there are over fifty (50) locations within the Village that meet the criteria for video gaming devices. For each machine that is installed, the Village of Tinley Park will receive 5% of the revenue and the local business owner will receive 35%. A conservative estimate of revenue to be generated for the Village is between $180,000 and $300,000 per year. This includes a proposed license fee per machine per year of $1,000. If approved, it would take approximately six to nine months for local establishments to get licensed and install the machines. All licensing and background checks will be conducted by the State of Illinois and are not the responsibility of the Village of Tinley Park. This item was discussed at the Committee of the Whole meeting held on December 10, 2014. **Consider authorizing the Village Attorney to prepare an ordinance amending the Village Code to allow for video gaming devices in accordance with State Statutes, with this authorization constituting first reading.**

COMMENTS:

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ITEM # 16

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-062 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC.) – **Trustee Seaman**

ACTION: Discussion: As part of the expansion and remodeling project for JAL Midwest Inc., the Mainstreet Commission has recommended approval of an incentive for 16910 South Oak Park Avenue for one-half of the approved façade improvements, not to exceed $20,000. The total mixed use project being developed will include remodeling of the existing 2,700 square foot facility, a 1,400 square foot expansion, and a new façade. Completion is expected by late 2014. The façade is estimated to cost $46,000. The Façade Improvement Grant is not payable until completion of the project and accordingly will be included in the FY 2015 Budget. The project has been approved by the Plan Commission and the Village Board. The Façade Improvement Grant was discussed and recommended for approval by the Main Street Commission on November 20, 2013, and by the Finance and Economic Development Committee on December 10, 2013 where it was recommended for approval. **This Resolution is eligible for first reading.**

COMMENTS:

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ITEM # 17

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-061 AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE UNITED METHODIST CHURCH OF TINLEY PARK - **Trustee Seaman**

ACTION: Discussion: This agreement between the Village of Tinley Park and the United Methodist Church is for the lease of a portion of the Church's parking lot to be used for commuter parking (45 spaces out of 55). The Village shall have the right to provide parking to the general public upon said lot from Monday through Friday and Saturday until 12:00 p.m. This agreement shall be for a period of three (3) years, commencing on January 8, 2014, and terminating on January 8, 2017. The lease may be terminated upon thirty (30) days notice to the other party. The Village shall make rental payments of $800 per month. The Village would be responsible for general maintenance of the parking lot including striping, signage, lighting and snow plowing. The Church would be responsible for parking lot paving, patching and crack sealing. This lease relationship has been in force for more than thirty (30) years and has been mutually beneficial to the Village and church. The lot services the needs of the Metra commuters as well as providing additional commercial business parking after 10:30 am during non church hours. This item was discussed at the Joint Finance and Economic Development and Budget, Audit and Administration Committee meeting held on December 10, 2013 and recommended for approval. **This Ordinance is eligible for first reading.**

COMMENTS:

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ITEM # 18

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-057 AUTHORIZING THE PERMITTING STANDARDS FOR WORK PERFORMED IN STATE RIGHTS OF WAY – **Trustee Staunton**

ACTION: Discussion: The Illinois Department of Transportation requires that any person, firm or corporation desiring to do work in State maintained rights of way (R.O.W.) must first obtain a written permit from the Illinois Department of Transportation. In addition, a surety bond is typically required with the permit application to ensure work is performed to State standards. However, for work in State R.O.W. that is performed by employees of municipalities, a resolution may be adopted in lieu of the surety bond. This Resolution states that all work in the State R.O.W. shall meet the applicable State standards. This Resolution must be adopted by the Village every two (2) years. The Village Attorney has reviewed the resolution and found it to be acceptable. **The Resolution is eligible for adoption.**

COMMENTS:

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ITEM # 19

SUBJECT: CONSIDER ACCEPTANCE OF A UTILITY EASEMENT FROM AMERICAN CHARTERED BANK – **Trustee Staunton**

ACTION: Discussion: As part of the LaGrange Road (US 45) reconstruction project, it is necessary for the Village to relocate approximately 1,200 feet of Village water main adjacent to LaGrange Road. A portion of this relocation will take place on property owned by American Chartered Bank. The proposed agreement will grant the Village a 20 foot utility easement necessary for the relocation of the water main. Relocation of the Village's water main was discussed at the September 3, 2013 Public Works Committee and recommended for approval. **Consider Acceptance of a Utility Easement from American Chartered Bank.**

COMMENTS:

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ITEM # 20

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-061 (IDOT RESOLUTION 14-00000-01-GM) AUTHORIZING AN APPROPRIATION OF UP TO $3,400,000 FOR THE 2014 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, 2014 to December 31, 2014. 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. 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. This item was discussed and recommended at the Public Works Committee meeting held on October 28, 2013 as well as the Special Committee of the Whole meeting held on November 13, 2013 and recommended for approval. **This Resolution is eligible for first reading.**

COMMENTS:

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ITEM # 21

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-063 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT ON OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET – **Trustee Staunton**

ACTION: Discussion: The Village of Tinley Park has been selected to receive Surface Transportation Project (STP) funding for a street resurfacing/complete street modification to Oak Park Avenue from South Street to 183rd Street. This agreement would provide for federal funding through the Congestion Mediation Air Quality (CMAQ) program providing 80% federal funding rather than the usual 70% funding. The scope of work includes roadway resurfacing, sidewalk, walking path and bike path installations. This work would encompass 1.15 miles of three lanes of pavement.

In order to receive the CMAQ funds, the Village is required to execute the following documents:

1) Local Agency Agreement for Federal Participation; and
2) The Construction Engineering Agreements.

The estimated cost of the project is $930,000. The Village is required to fund 20% of the project costs, or approximately $186,000. It is not expected that construction on this project will begin until Spring 2014; therefore, funding for the Village's portion of the project should be included in the proposed FY 2015 budget. The IDOT letting for this project is expected to be held on February 28, 2014 with the Village local share commitment not expected until May 2014. This item was discussed at the Public Works Committee meeting held on October 28, 2013 and the Special Committee of the Whole on November 13, 2013. **This Resolution is eligible for first reading.**

COMMENTS:

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ITEM # 22

SUBJECT: CONSIDER APPROVAL OF THE PURCHASE OF A PUSH CAMERA FROM EJ EQUPMENT OF MANTENO, ILLINOIS – **Trustee Staunton**

ACTION: Discussion: The Village's current push camera, which is primarily used to record, televise and assist in determining problems with the Village's sanitary and storm sewer systems is approximately 10 years old and in need of repairs. The camera has been repaired several times over the last few years and is outdated from industry standards and further repairs are not deemed prudent. Village staff received three (3) quotes from different companies for the purchase of a replacement camera. The lowest responsive and responsible quote was from EJ Equipment in the amount of $9,716. Although this item was not specifically budgeted during the current fiscal year, adequate funds are available in the Village's Water & Sewer Fund for this expenditure. These funds are available due to the deferral of approximately $10,000 worth of fire hydrant replacements throughout the Village. Public Works has reviewed the hydrant replacements proposed to be deferred and have determined that replacement of the hydrants do not need to occur during the current fiscal year. This item was discussed at the December 3, 2013 Public Works Committee and recommended for approval. **Consider the purchase of a push camera from EJ Equipment of Manteno, IL in an amount not to exceed $9,716.**

COMMENTS:

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ITEM # 23

SUBJECT: CONSIDER SETTING JANUARY 16, 2014 AT 10:01 A.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE OAK PARK AVENUE WATER MAIN REPLACEMENT PROJECT – **Trustee Staunton**

ACTION: Discussion: Public Works requests consideration and possible action by the Village Board to set January 16, 2014 at 10:01 a.m. as the bid date and time for Oak Park Avenue Water Main Replacement. A qualified contractor is sought to install an 8" water main, from approximately 17000 to 17030 South Oak Park Avenue. This section of water main has had numerous failures (five since 2001), and it is in the Village's best interest to replace this main and abandon the old one. **Consider setting January 16, 2014 at 10:01 a.m. as the date and time to open bids for the Oak Park Avenue Water Main Replacement Project.**

COMMENTS:

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ITEM # 24

SUBJECT: CONSIDER SETTING FEBRUARY 4, 2014 AT 2:00 P.M. AS THE DATE AND TIME TO OPEN BIDS FOR THE REPLACEMENT OF THE ROOF AT THE FIRE STATION # 1 (PUBLIC SAFETY BUILDING) – **Trustee Staunton**

ACTION: Discussion: The remaining section of roofing at the Public Safety Building is in need of replacement. The roof over Fire Station # 1 bays 1 – 4 and the hose tower is over 25 years old. The Village's roofing consultant, IRS, has inspected the current roof and found it to be in need of replacement. The proposed scope of work for this project will be for the replacement of the roof, installation of wall capping and new aluminum flashing. This project is budgeted as part of the current fiscal year budget. **Consider setting February 4, 2014 at 2:00 PM as the Date and Time to Open Bids for the Removal and Replacement of the Roof over Fire Station #1 (Public Safety Building).**

COMMENTS:

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ITEM # 25

SUBJECT: CONSIDER RESOLUTION NUMBER 2013-R-059 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, 2014 THROUGH DECEMBER 31, 2014 - **Trustee Leoni**

ACTION: Discussion: This Resolution would authorize the annual agreement wherein PACE provides approximately 1/3 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 $79,000. Each year PACE subsidizes approximately $26,000 of our program, leaving the Village with a net cost of roughly $53,000. **This Resolution is eligible for adoption.**

COMMENTS:

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ITEM # 26

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-059 ADOPTING A PERSONNEL MANUAL FOR THE VILLAGE OF TINLEY PARK AND REPEALING ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS - **Trustee Leoni**

ACTION: Discussion - The Village of Tinley Park provides its employees with a personnel manual which includes information about the Village policies and benefits. This manual was last updated in 2011. Since that time there have been new State and Federal laws that have been adopted as well as amendments to previously adopted laws. In addition, the Village has instituted new policies and benefits since the last update of the personnel manual. As such, Village Staff and the Village Attorney have updated the personnel manual to reflect the necessary changes. The updated personnel manual, which will be available to all employees, will provide them with information on policies, procedures and benefits they are eligible for. Training sessions will be held for each department to educate employees on the changes in the manual. The manual was reviewed by the Budget, Audit and Administration Committee on December 3, 2013, and recommended for approval. **This Ordinance is eligible for first reading.**

COMMENTS:

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ITEM # 27

SUBJECT: CONSIDER ENTERING INTO A PROFESSIONAL SERVICES CONTRACT WITH VOORHEES ASSOCIATES, LLC FOR THE RECRUITMENT TO FILL THE VACANT VILLAGE MANAGER POSITION – **Trustee Leoni**

ACTION: Discussion: Effective with the upcoming resignation of Village Manager, Scott Niehaus on January 14, 2014, Michael S. Mertens will assume the role of Interim Village Manager. The Village has decided to conduct a national search to fill the manager position on a permanent basis. It has been determined that Voorhees Associates, LLC was the best fit for the Village's search based upon past experience including the executive search for Police Chief in 2011. Under the contract, Voorhees Associates, LLC will prepare a recruitment profile, post the ad, review resumes, conduct background searches and provide a list of qualified candidates to the Village for review. The estimated time frame for the process is three (3) to four (4) months. The total cost of the contract is not to exceed $16,500. The Village Attorney has reviewed this agreement and has no objections. **Consider entering into a contract with Voorhees Associates, LLC to conduct recruitment for the position of Village Manager in the Village of Tinley Park, in an amount not to exceed $16,500.**

COMMENTS:

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ITEM # 28

SUBJECT: CONSIDER ORDINANCE NUMBER 2013-O-057 AMENDING TITLE XI, CHAPTER 112, SECTION 11.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSES - **President Zabrocki**

ACTION: Discussion: This ordinance would increase the total number of Class "E" Liquor Licenses from six (6) to seven (7). This license is for Creative Cakes, 16649 Oak Park Avenue, Unit F. **The Ordinance is eligible for adoption.**

COMMENTS:

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ITEM # 29

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

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ITEM # 30

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

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ITEM # 31

ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD DECEMBER 3, 2013

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on December 3, 2013 called this meeting to order at 8:00 p.m.

Cub Scout Pack 442 presented the flag presentation 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 Trustees:	None
Also Present:	
Village Manager:	Scott R. Niehaus
Village Attorney:	Thomas M. Melody
Village Engineer:	Christopher J. King

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

Motion was made by Trustee Grady, seconded by Trustee Staunton, Jr., to approve and place on file the minutes of the regular Village Board meeting held on November 19, 2013. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items:

A. REQUEST FROM FR. C.C. BOYLE COUNCIL 4698 TO CONDUCT A FUNDRAISER ON FRIDAY, SEPTEMBER 19, 2014, AND SATURDAY, SEPTEMBER 20, 2014, AT CERTAIN INTERSECTIONS THROUGHOUT THE VILLAGE.

B. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $5,385,308.99AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 22, AND NOVEMBER 27, 2013.

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

At this time, Trustee Maher RECOGNIZED FIRE DEPARTMENT PERSONNEL FOR LIFE SAVING ACTIONS ON MAY 13, 2013, AT A RESIDENTIAL FIRE ON PIUTE TRAIL IN THE VILLAGE OF TINLEY PARK. On May 13, 2013, the Tinley Park Fire Department successfully rescued a victim from a residential structure fire on Piute Trail. The entire operations at this incident had a very positive outcome. The teamwork displayed by all crews once again shows the integrity, knowledge and skills that our firefighters have. In recognition of heroic acts of valor, the Village would like to acknowledge Fire Department personnel, who by their quick actions have aided in avoiding tragedies. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Staunton, Jr., to APPOINT DOUGLAS J. ERWIN TO THE POSITION OF ASSISTANT FIRE CHIEF. The position of Assistant Fire Chief was posted internally at the Village during the months of September and October, 2013. The Village received four (4) applications for the two (2) vacant positions (Assistant Chief of Maintenance & Assistant Chief of Operations). All four (4) of the candidates were interviewed. Upon conclusion of the interview process, it was determined that Douglas J. Erwin possessed the necessary qualifications for the position of Assistant Chief (Maintenance). Doug has served on the Fire Department since 1995 and has previously held the positions of Firefighter, Engineer, and Lieutenant. Doug has held the position of Captain since 2006. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Staunton, Jr., to APPOINT KRISTOPHER M. DUNN TO THE POSITION OF ASSISTANT FIRE CHIEF. The position of Assistant Fire Chief was posted internally at the Village during the months of September and October, 2013. The Village received four (4) applications for the two (2) vacant positions (Assistant Chief of Maintenance & Assistant Chief of Operations). All four (4) of the candidates were interviewed. Upon conclusion of the interview process, it was determined that Kristopher M. Dunn possessed the necessary qualifications for the position of Assistant Chief (Operations). Kris has served on the Fire Department since 1992 and has previously held the positions of Firefighter, Engineer, and Lieutenant. Kris has held the position of Captain since 2007. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

At this time, a presentation was made from TINLEY PARK PURPLE HEART COMMUNITY CHAPTER # 252 TO TINLEY WISH. Bill Minnich of the Tinley Park Purple Heart Community Chapter # 252 presented a donation to Trustee Grady who represented Tinley Wish.

At this time, a presentation was made to KELLY JOHNSON, PHOTOGRAPHER OF THE 2013 HOLIDAY CARD. Kelly Johnson's picture is of an old fashioned carriage passing by the Oak Park Avenue Train Station. The card also provides the history of the railroad in the Village.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to authorize the Village Attorney to draft ORDINANCE NUMBER 2013-O-058 GRANTING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT 6800-6806 183RD STREET & 18250-18260 SOUTH OAK PARK AVENUE – CREATION OF A MIXED-USE STRUCTURE (OAK PARK REALTY, LTD – MACK COMPANIES). Discussion: On November 21, 2013, the Plan Commission granted site plan approval to allow the Petitioner – Mack Companies – to renovate the subject property located at the northwest corner of 183rd and Oak Park Avenue to better conform to the standards set forth in the Village's Legacy Code. The Petitioner also seeks to reconfigure the interior of the building to accommodate one (1) residential unit within the northwest corner of the structure (a portion of Unit 6806). The subject property is located in the Neighborhood Flex (NF) Character District, and the conversion of an existing commercial building on a Heritage Site into a mixed-use structure requires a Special Use Permit (Section XII.3 – Table 3.A.2). Consideration of this request is based upon the Petitioner's willingness to make substantial improvements to the entire property and its multiple structures under common ownership, including:

1. Connecting the two (2) existing buildings with a sprinkler room to service a new fire suppression system and alarm notification system;
2. Increasing the height of the existing parapet walls and repainting the existing brick to enhance the architecture of the buildings;
3. Placing new awnings and decorative gooseneck lighting on the front facades;
4. Installing five (5) new landscape islands and three (3) new pole lights in the parking lot;
5. Adding additional landscaping in the public right-of-way and along the perimeter of the property;
6. Meets all building and comprehensive code requirements; and
7. Exceeds all commercial parking requirements.

A Public Hearing was held by the Plan Commission on November 21, 2013, and the Special Use Permit was recommended for approval on an 8-0-0 vote with the condition that the Landscape Plan be approved by Village staff and a Plat of Consolidation be finalized prior to the issuance of any building permits. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file ORDINANCE NUMBER 2013-O-056 GRANTING A SPECIAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT 16910 S. OAK PARK AVENUE – CREATION OF A MIXED-USE STRUCTURE (LIBERTY BUILDING). On November 7, 2013, the Plan Commission granted site

plan approval to allow the Petitioner – James Liberty – to renovate the existing building on the subject property to meet the standards established by the Village's Legacy Code. This includes adding a 1,400 square-foot addition to the front of the building, removing the front yard parking, adding a new public sidewalk, enhancing the rear parking lot, and upgrading the landscaping on both the public and private areas to meet code. The Petitioner also seeks to reconfigure the interior of the building to accommodate one (1) commercial space and two (2) apartment units. The subject property is located in the Neighborhood General (NG) District, and the conversion of an existing commercial building on a Heritage Site into a mixed-use structure requires a Special Use Permit (Section XII.3. – Table 3.A.2). A Public Hearing was held by the Plan Commission on November 7, 2013, and the Special Use Permit was recommended for approval on an 8-0-0 vote. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Staunton, Jr., to remove from the table ORDINANCE NUMBER 2013-O-047 GRANTING A MAXIMUM FLOOR AREA VARIATION FOR A GARAGE FOR THE PROPERTY LOCATED AT 7427 DOROTHY LANE WITHIN THE TINLEY HEIGHTS SUBDIVISION – MOSCATO. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Hannon, seconded by Trustee Seaman, to adopt and place on file ORDINANCE NUMBER 2013-O-047 GRANTING A MAXIMUM FLOOR AREA VARIATION FOR A GARAGE FOR THE PROPERTY LOCATED AT 7427 DOROTHY LANE WITHIN THE TINLEY HEIGHTS SUBDIVISION – MOSCATO. This item was tabled at the Village Board meeting held on November 19, 2013. The petitioners, Michael and Ashley Moscato, request a variation from Section III.I.2 (Accessory Structures and Uses – Maximum Floor Area) to obtain a variance for one hundred seventy-eight (178) square feet to allow an addition to the existing accessory structure (detached garage) to total eight hundred ninety-eight (898) square feet where seven hundred twenty (720) square feet is the otherwise allowed maximum floor area. The property is located in the Tinley Heights Subdivision and is zoned R4 Single Family Residential. The variation is requested because the petitioners wish to park more vehicles in their garage and attain additional storage. A public hearing was held at the Zoning Board of Appeals on October 24, 2013. On a vote of 3-1, the ZBA made findings of fact and recommended that the Village Board grant the variation. Village staff recommends applying conditions to this variation to limit the use of the garage to parking of cars and storage only, such as:

1.) Garage shall be used for parking of cars and storage purposes only and shall not be used as a temporary or permanent living space or utilized for any business related activity, including home-based businesses or vehicle repair;
2.) Garage shall not be served by water, sanitary sewer, or natural gas;
3.) The height of the garage will meet Village codes;
4.) The interior of the garage will meet all Building Department requirements; and
5.) The storage of materials must meet Fire Code safety regulations.

President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Leoni, Grady, Zabrocki. Nays: Hannon, Maher, Staunton, Jr. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading RESOLUTION 2013-R-060 AUTHORIZING THE EXECUTION OF AN INDUCEMENT AGREEMENT FOR CHRYSLER GROUP REALTY COMPANY, LLC. This inducement agreement between the Village of Tinley Park and Chrysler Group Realty Company, LLC (Chrysler) is associated with the planned new combined Chrysler Jeep Dodge Ram dealership at 8325 and 8355 West 159th Street in Tinley Park. This project is estimated to cost at least $13 million. But for the incentive, the project will not be completed. The project is anticipated to result in at least $60 million in new annual taxable sales, provide 115 jobs, and will conform to all Village codes and ordinances, including landscaping and signage requirements. Net new property tax revenue from the project is estimated to be at least $1.7 million over 10 years, including $1.1 million for School Districts 140 and 230. This incentive is based on new sales related to the dealership, whereby the Village would receive 100 percent of the first $287,000 in Village sales tax revenue per year, and Chrysler would receive 49 percent of the Village sales tax revenue in excess of $287,000 each year for up to 10 years. The maximum incentive amount would be $3 million, and is not guaranteed. This incentive meets the specifications identified in the Village of Tinley Park Incentive Policy. 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 5, 2013. President Zabrocki asked if anyone cared to address the Board. Cheryl Ansel, Vice President, Head of Chrysler Group Realty and Dealership Branding thanked the Board for working with Chrysler on this project. 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 2013-O-048 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE CURRENT FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY 2013, AND ENDING ON THE THIRTIETH DAY OF APRIL 2014. The property tax levy request for 2013 will be set at $25,541,964. This represents a 0% increase over the previous year's extension in total dollars. The levy amount is net of the abatements of debt service considered in Ordinances 2013-O-049 through 2013-O-054 in a total amount of $5,707,000. If these funds were not abated, the total required levy would be $31,248,964 and would represent an increase of 22%. The Village of Tinley Park portion of the levy amounts to $19,980,020. This amount is $339,660 lower than the Village's traditional levy formula would permit. The Tinley Park Public Library portion of the levy amounts to $5,561,944. 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 13, 2013. The Library Levy request was approved at the Library Board meeting held on October 23, 2013. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Grady, to place on first reading ORDINANCE NUMBER 2013-O-049 ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue is established at $602,400 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. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-050 ABATING A PORTION OF THE 2013 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 2013 tax levy for this bond issue is established at $962,745 and the Village is in a position to abate $612,745 of this levy with $318,843 derived from the Village's Water and Sewer Revenue Fund, $185,964 from the Tax/Bond Stabilization Fund, and $107,938 from the Surtax Capital Projects Fund. The net levy for this bond issue will be $350,000. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-051 AN ORDINANCE ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue is established at $2,577,855 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 ($2,473,606) in combination with the 35% Build America Bond Credit Payment expected to be received from the United States Treasury ($104,249). 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). President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-052 ABATING A PORTION OF THE 2013 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 2013 tax levy for this bond issue is established at $676,500 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 $526,500 for this bond issue. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion

carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-053 ABATING ALL OF THE 2013 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 2013 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. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-054 AN ORDINANCE ABATING ALL OF THE 2013 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 2013 tax levy requirements for this bond issue are established at $922,600 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	$369,040.00
Surtax Capital Projects Fund	$395,371.00
Water & Sewer Fund	$131,793.41
Storm water Management Fund	$ 16,486.87
Main Street South TIF	$ 9,908.72

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

Motion was made by Trustee Staunton, Jr., seconded by Trustee Leoni, to adopt and place on file ORDINANCE 2013-O-055 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, APPROVING A LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AGREEMENT. Over the past three years, Oak Lawn and the Villages of New Lenox, Mokena, Oak Forest, Orland Park and Tinley Park have been negotiating a new water supply agreement which would provide expanded water supply system improvements and specified services levels. Those negotiations have recently been completed and Oak Lawn has adopted the agreement at their Village Board meeting held on November 12, 2013. In order to implement the new agreement, the five (5) communities will need to adopt the agreement prior to the end of the year. Key components of the agreement include:

- ❑ Forty (40) year supply guarantee
- ❑ Construction of a second supply line to create a redundant looped system;
- ❑ Doubling of the water delivery capacity from 55 mgd to 110 mgd;
- ❑ Review and monitoring of system operations by member communities in a collaborative effort
- ❑ Sharing of budget and financial information regarding operations and capital improvements

If approved, Oak Lawn will commence construction of the second supply line in 2014 with the entire system improvements to be completed by 2018. The total project cost is estimated at $170 million, of which Tinley Park's portion is $32 million (24%). The annual cost impact to the Village residents next year is projected to be approximately $60, of which 75% of this increase is attributed to the increase in water supply costs charged by the City of Chicago. Once the system upgrades are completed, the estimated impact for Village residents will be approximately $9 per month for the average water user. This item was discussed at the October 28th Public Works Committee meeting and recommended for approval. President Zabrocki noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to place on first reading RESOLUTION NUMBER 2013-R-057 AUTHORIZING THE PERMITTING STANDARDS FOR WORK PERFROMED IN STATE RIGHTS OF WAY. Chapter 121 of the Illinois Revised Statues requires that any person, firm or corporation desiring to do work on State maintained rights of way (R.O.W.) must first obtain a written permit from the Illinois Department of Transportation. In addition, a surety bond is typically required with the permit application to ensure work is performed to State standards. However, for work in State R.O.W. that is performed by employees of municipalities, a resolution may be adopted in lieu of the surety bond. This Resolution states that work in the State R.O.W., performed by the Village, shall meet the applicable State standards and must be adopted by the Village every two (2) years. The Village Attorney has reviewed the resolution and found it to be acceptable. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, seconded by Trustee Hannon, to place on first reading RESOLUTION NUMBER 2013-R-059 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, 2014, THROUGH DECEMBER 31, 2014. This Resolution would authorize the annual agreement wherein PACE provides approximately 1/3 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 $79,000. Each year PACE subsidizes approximately $26,000 of our program, leaving the Village with a net cost of roughly $53,000. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President

Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to place on first reading ORDINANCE NUMBER 2013-O-057 AMENDING TITLE XI, CHAPTER 112, SECTION 11.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSE. This ordinance would increase the total number of Class "E" Liquor Licenses from six (6) to seven (7). This license is for Creative Cakes, 16649 Oak Park Avenue, Unit F. President Zabrocki asked if anyone cared to address the Board. No one came forward. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Seaman, seconded by Trustee Leoni, to waive first reading, and adopt and place on file RESOLUTION NUMBER 2013-R-058 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 noted that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried.

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

President Zabrocki stated the Village Holiday Happenings will be presented this weekend with the following schedule of events:

Mayor's Tree Lighting Ceremony
Friday, December 6, 2013, at 6:00 p.m.
Zabrocki Plaza, 17375 Oak Park Avenue

Holiday Market
Friday, December 6, 2013, from 6:00 to 9:00 p.m.
Saturday, December 7, 2013, from Noon to 6:00 p.m.
Sunday, December 7, 2013, from noon to 5:00 p.m.
Oak Park Avenue Train Station South Parking Lot

Tinley's Toyland Parade
Saturday, December 7, Step-off at 11:30 a.m.
Viewing Area 175th Street to Zabrocki Plaza

Parade of Lights
Sunday, December 8, Step-off at 5:00 p.m.
Viewing Area 177th Street along Oak Park Avenue

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

Mr. Jim Wilson, 8320 Heather Lane, stated his concerns regarding the volume of the tornado sirens and the increasing number of homes being sold to large corporations who turn the homes into rentals. Prior the Board meeting Mr. Wilson met with Steve Tilton, Assistant Village Manager, who will be setting meetings up with the appropriate staff members and Mr. Wilson.

Motion was made by Trustee Seaman, seconded by Trustee Leoni, to adjourn to Executive Session to discuss THE APPOINTMENT, EMPLOYEMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONEY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDAITY at 9:05 p.m. 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 Seaman, to reconvene the regular Board meeting. Vote on roll call: Ayes: Seaman, Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. Absent: None. President Zabrocki declared the motion carried and reconvened the regular Board meeting at 10:00 p.m..

Motion was made by Trustee Grady, seconded by Trustee Seaman, to adjourn the regular Board meeting. Vote by voice call. President Zabrocki declared the motion carried and adjourned the regular Board meeting at 10:01 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:

_____

Edward J. Zabrocki
Village President

ATTEST:

_____

Patrick E. Rea
Village Clerk

Tinley Park

PROCLAMATION

A PROCLAMATION RECOGNIZING NICHOLAS PAVLIK

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

Nicholas Pavlik has attained the rank of Eagle Scout, the highest rank in Scouting; and

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

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

The achievement of the rank of Eagle Scout reflects favorably upon Nicholas Pavlik, his proud family, his Scoutmaster, and his fellow scouts.

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

Edward J. Zabrocki, Village President

Patrick E. Rea, Village Clerk

Vendor Payment Instructions

Contract & General Invoices

Period Covered: 6/1/13 **To:** 11/30/13

Project Management Advisors, Inc.

Project Name	Draw No:	Invoice Number	Invoice Date	Invoice Amt.	Okay to Pay	Already Paid	Direct Funded	RVW	APP
Developer's Surety and Indemnity Company									
Tinley Park - 80th Street Metra Station	26	0025	11/27/2013	$415,112.92	$415,112.92	$0.00	$0.00	NS	
Total for: Developer's Surety and Indemnity Company				**$415,112.92**	**$415,112.92**	**$0.00**	**$0.00**		
Project Management Advisors, Inc.									
Tinley Park - 80th Street Metra Station	26	13895	5/6/2013	$19,762.50	$0.00	$19,762.50	$0.00	NS	
Tinley Park - 80th Street Metra Station	26	13895	5/6/2013	$10.96	$0.00	$10.96	$0.00	NS	
Tinley Park - 80th Street Metra Station	26	14199	8/14/2013	$10,747.00	$0.00	$10,747.00	$0.00	NS	
Tinley Park - 80th Street Metra Station	26	14199	8/14/2013	$12.97	$0.00	$12.97	$0.00	NS	
Tinley Park - 80th Street Metra Station	26	14101	7/15/2013	$3,407.50	$0.00	$3,407.50	$0.00	NS	
Tinley Park - 80th Street Metra Station	26	14102	7/15/2013	$1,297.50	$1,297.50	$0.00	$0.00	NS	
Total for: Project Management Advisors, Inc.				**$35,238.43**	**$1,297.50**	**$33,940.93**	**$0.00**		
					$416,410.42	$33,940.93	$0.00		
				$450,351.35					

Approved for Payment: _____ Date: _____

Project Management Advisors, Inc.

VIA: Overnight

December 9, 2013

Mr. Dale Schepers
Public Works Director
Village of Tinley Park.
16250 South Oak Park Avenue
Tinley Park, IL 60477

RE: Draw Request No. 26
Village of Tinley Park - 80th Avenue Metra Station
Project No. 10068.00

Dear Dale:

Attached please find the package representing the compilation of **Draw Request No. 26** for the 80th Avenue Metra Station in Tinley Park, IL, covering invoices for the period of **June 1, 2013 – November 30, 2013.** A summary for the project disbursement is as follows:

CURRENT PROJECT BUDGET:		**$12,180,965.00**
(Less) Previous Costs:		($11,375,785.01)
(Less) Total Current:		
Current Draw Request (Already Paid / Direct Funded):	($33,940.93)	
Current Draw Request (Okay to Pay):	($416,410.42)	
Total Current Draw Request:		**($450,351.35)**
COSTS REMAINING:		**$354,828.64**

Please refer to the Vendor Payment Instructions Report attached hereto which reflects invoices that have already been paid and those required to be paid as part of this funding request. Invoices requiring payment are included in this binder and marked **"Okay to Pay"** column heading.

Please process the current draw request by **Friday, December 20, 2013.**

Feel free to contact us if you have any questions.

Respectfully,
PROJECT MANAGEMENT ADVISORS, INC.

Andrew M. Roscoe
Senior Project Manager

Enclosure

cc: Ruth Gibson (Village of Tinley Park)
Roger McCarron (PMA)
Nicholas Bassing (PMA)

Chicago San Diego San Francisco

150 South Wacker Drive • Suite 670 • Chicago, Illinois 60606 • PH 312.207.1010 • FAX 312.207.1046 • www.pmainc.com

Memorandum

TO: Dale Schepers, Public Works Director
Scott Niehaus, Village Manager

From: John Urbanski, Facilities & Fleet Superintendent

Date: November 18, 2013

Subject: Facilities Foreman

My promotion to Facilities & Fleet Superintendent effective August 20th, 2013 created the vacant position of Facilities Foreman. The Village began the process of filling this vacancy August 30-September 13, 2013, HR advertised internally, on the Village website and in the Southtown Star.

That recruitment collected 22 applicants (twenty-one external and one internal). Of those, 8 were selected to participate in first interviews which took place on September 19 and 20, 2013 with a panel made up of 2 Public Works Superintendents. Second interviews were held on October 10 and 11 with four of the top candidates. The panel included the same 2 Public Works Superintendents and Assistant Village Manager/Administration. Third interviews were held with the prior interview panel, the Public Works Director and the final two candidates on November 15.

Following the interview process, it was determined by those present that the position should be offered to the top candidate David Galati who demonstrated an exceptional facility and personnel management knowledge and a clear understanding of what the role of Facilities Foreman may entail. Mr. Galati has been employed with the Village of Tinley Park Public Works Department as a Maintenance Worker for 8 years, with responsibilities such as facility maintenance, street lighting repair & maintenance, assisting with project coordination, material allocations, project management and budgeting. Mr. Galati also has experience with electrical circuitry and staff management from prior employment opportunities. I believe these present and past employment experiences add to Mr. Galati's ability to properly maintain and manage our facilities and employees.

I therefore recommend that Mr. David Galati be appointed to the position of Facilities Foreman with an effective date of December 3rd, 2013 (after pre-employment testing is completed).

cc: Gerry Horan, HR Director

MEMORANDUM

DATE: December 10, 2013

TO: Trustee Brian S. Maher
Chair – Public Safety Committee

FROM: Scott R. Niehaus
Village Manager

SUBJECT: **Deputy Police Chief Recommendation**

Please see the attached memo from Police Chief Steve Neubauer formally recommending Sergeant Lori Mason to fill the current vacancy at the Deputy Chief rank.

On Tuesday, November 26th, the Police Chief, Human Resources Director and myself interviewed the three candidates for the position. Upon completion of the process, it was evident that the most qualified candidate was Sergeant Mason. I concur with the comments included in Chief Neubauer's memo in terms of her wide ranging background and operational knowledge. In addition, I would offer my own personal observations regarding Sergeant Mason.

- Sergeant Mason is engaged in the community by virtue of the fact that she was born and raised in Tinley Park. In addition, she is often visible in attendance at special events, Village meetings, etc.;
- She works well with other departments as indicated by her role in coordinating special events. It is important to note that Police Officers are employees of the Village first and foremost. Lori understands and works well with Public Works, Fire, Marketing and Administration; and
- In my experience, Sergeant Mason understands the role of management associated with being an appointed professional at the Deputy Chief level. This includes meetings after hours, interaction with the public, involvement with elected officials and communication with the media. She is fully prepared for these aspects of the Deputy Chief position.

I am forwarding my recommendation on to you as Public Safety Chair. Also included in this package is a job description for Deputy Chief and a copy of Sergeant Mason's resume. Please contact myself or Chief Neubauer if you have any questions.

SRN:jc
Attachments
Cc: Steve Neubauer, Police Chief
Gerry Horan, Human Resources Director

Tinley Park
ILLINOIS

Interoffice Memorandum

Police Department

Date: December 3, 2013

To: Village Manager Niehaus

From: Chief Neubauer

Subject: Deputy Chief Recommendation

Background

In early 2013, the police department was organized into two divisions, Operations and Administration. A commander led each division. Commander McCain was in charge of the Operations Division and Commander Vaccaro was in charge of the Administration Division.

The Operations Division includes both patrol and investigations. The Administration Division is responsible for all other functions of the police department—such as, training, fleet management, internal investigations, budget, physical plant, records, and personnel.

In the fall of 2013, the Village Board, at my suggestion, changed the commander's title to that of deputy chief—a title that more clearly reflected the roles of the commanders.

In October of 2013, Deputy Chief McCain retired, leaving a vacancy for Deputy Chief of Operations. Deputy Chief Vaccaro indicated that he did not desire the position of Deputy Chief of Operations. Therefore, the current vacancy to be filled is that of Deputy Chief of Operations.

Selection Process

Although the ordinance does not specify whether the candidate for deputy chief needs to come from within or outside the organization, I believe there are qualified internal candidates. The internal posting was sent to all Tinley Park police sergeants by the Human Resources Department. Three candidates submitted resumes in response to the posting.

Those candidates who applied were Sergeant Charles Faricelli, Sergeant Lori Mason, and Sergeant Jon Popp. The Police Chief and Village Manager reviewed the resumes of the candidates. Additionally, the Chief reviewed the personnel files of the candidates. Interviews were conducted on Tuesday, November 26, 2013, at the Village Hall.

Interview Process

The candidates were asked a series of questions about their careers, steps they have taken to prepare for the role of deputy chief, current issues in the police department, personal frustrations and goals, and their plans if named deputy chief. Responses were measured, in part, to their experience and their commitment to community policing and community engagement, which have been the direction of Chief Neubauer's administration.

Results

All three candidates have attended the ten-week management course, *Staff and Command*. This has given each candidate the advanced supervisory and executive classroom training required of this position.

Sergeant Faricelli is currently a shift sergeant. He had several years experience as an administrative sergeant, where he was in charge of the Records Division, budget, and scheduling. Sergeant Faricelli also worked as a school resource officer, working with all of the schools in the Village. Sergeant Faricelli has been a sergeant since 2007.

Sergeant Mason has been a dispatcher, investigator, Customs officer, and sergeant in the Investigations Division and has worked the Lane Bryant case. She is currently the administrative sergeant for the Patrol Division, and among her duties are special event planning and the theater. Sergeant Mason has been a sergeant since 2002.

Sergeant Popp is currently a patrol sergeant working the night shift. He has extensive experience in special operations (SWAT) and incident command, is our department trainer, and works as a part-time firefighter. He has been a sergeant since 2006.

Although all candidates had impressive resumes and accomplishments, one candidate stood out from the group.

Sergeant Lori Mason has the most well-rounded background. She has experience in both patrol and investigations. She has several awards, with many of those awards showing sensitivity to both crime victims and residents. Sergeant Mason clearly understands the culture of our community. She was born and raised in Tinley Park, and she has numerous contacts in the community. She embraces the concept of community policing, as exemplified by her comment: *Our job is to make the residents feel safe. We need to be there for the citizens; and if we come in with a heavy hand, we will shut them down.*

Additionally, Sergeant Mason is the most senior of the group. She has done an outstanding job as the officer-in-charge of the theater detail. That job requires her to work with almost every member of the police department. She has a command presence and is well respected by the officers. Her decision-making is outstanding, and her dedication to the safety of the Village is second to none.

It would be my recommendation that we submit Sergeant Mason to the Public Safety Chair as our recommendation to be named the Deputy Chief of Operations for the Village of Tinley Park.

acg

Position Description

Position Title: Deputy Police Chief—Operations
Department: Police
Direct Report: Chief of Police
FLSA Status: Exempt

Position Summary

Deputy Chief is an executive level position within the police department reporting to the Chief of Police. The Deputy Chief commands one of the two major divisions of the police department. The Deputy Chief supports the goals, vision, planning, direction, and policy development of the police department. The Deputy Chief acts as chief in the absence of the Chief of Police.

Essential Functions of Job

- Plans and administers patrol, law enforcement, traffic, tactical unit, animal control, special events, and investigative services for the village.
- Orients, develops training schedules, assigns work, evaluates performance, disciplines (when necessary) all subordinate staff.
- Represents the department in meetings with individuals, groups of citizens, other law enforcement executives, and state/local government officials.
- Participates in developing department-wide goals and objectives, policies and procedures.
- Develops and maintains a variety of external contacts—such as, with local, county, state, and federal law enforcement agencies; governmental bureaus; regulatory agencies; and community organizations.
- Develops, secures approval of, and administers long- and short-term capital and operating budgets for Operations Division in conjunction with Chief of Police; develops and implements appropriate methods to monitor adherence to budget and resolve variances.
- Participates in developing department-wide goals and objectives and in designing and implementing appropriate plans to meet agreed upon goals in cooperation with Deputy Chief of Administration; assists subordinate officers in developing and meeting appropriate enforcement or case clearance goals and objectives for each shift or unit.
- Participates in developing department-wide policies and procedures and ensures subordinate officers administer approved policies and procedures effectively.
- Promotes continuous improvements in methods of law enforcement or investigations by revising and developing work standards, implementing appropriate corrective actions to resolve enforcement problems, and ensuring adherence to quality assurance programs.
- Maintains and enhances department's public and employee relations efforts through contacts with civic organizations, educational institutions, businesses, residents, village staff, and media representatives. Attends meetings of professional, civic, and service organizations as a member of the police department.
- Maintains cooperative working relationships with a variety of village staff and department committees to obtain solutions to problems and better coordinate services provided.
- Liaison with outside task forces and major case units.
- Keeps current regarding trends and developments in law enforcement and investigations theory, practices, and management through appropriate educational programs, professional associations, and literature.
- When necessary, performs all duties and functions of a sworn police officer, including tactical team activities and field command situations directing department efforts.
- In the absence of the Chief of Police and Deputy Chief of Administration, assumes command of the police department.
- Participates in local and state professional organizations.
- Required to be on call 24 hours a day, seven days a week, to respond to critical incidents and to give advice and counsel to subordinates and other village departments on issues involving police or village services.
- Assists in investigating, resolving, and responding to employee grievances.
- Assists in preparation for contract negotiation.
- Conducts any other project, task, or duty as required by the Chief of Police.

October 8, 2013

Gerry Horan
Human Resource Department
Village of Tinley Park

Dear Mr. Horan:

Please let this letter serve as notice; I would like to be considered for the Deputy Chief position. I am very interested in in this position and would welcome the opportunity to contribute my skills, knowledge and experience.

I am aware of the commitment this position holds within the department and the Village of Tinley Park.

Working as a sergeant with the police department for over 11 years has given me experience and confidence to over see and work, not only with members of the department and Village; but also with the citizens of Tinley Park.

Thank you for your consideration. I very much look forward to the opportunity to speak with you in person about my interest in this position.

Sincerely,

Sgt Lorelei A. Mason

Sergeant Lorelei Mason

lmason@tinleypark.org ext 5317

Lorelei S Mason

Accomplishments

- Over twenty-five years as a police officer with the Tinley Park Police Department
- Promoted over eleven years to the rank of Sergeant, currently serving as administrative sergeant
- Created and developed new ways to diversify the recruiting program for the Tinley Park Police Department
- Developed a new schedule for the truck enforcement officers to work truck details without creating more overtime

Professional Experience

Administrative Sergeant – Tinley Park Police Department May 2009 – present

- Special Events Coordinator
- Reserve Program Coordinator
- Music Theater Supervisor
- Field Training Program Coordinator
- Police Law Institute Reporting and Maintenance
- RedFlex Coordinator
- ILEAS Mobile Field Force Assistance (billing)
- Animal Control Coordinator
- Mobile Video Camera Coordinator 2009-2013
- Opticom Coordinator December 2011 – 2013
- Taser Inventory and Maintenance
- AED Inventory and Maintenance
- Intoxymeter Maintenance
- Recruiting Supervisor 2003 – present
- Liaison between the police department and EMA 2006 – present

Investigative Sergeant – Tinley Park Police Department, July 2007 – May 2010

- Supervisor Sex Offender Tracking (SOTT) July 2007 – September 2011
- Supervisor Evidence Technicians, supplies and room July 2007 – September 2011
- Supervisor Domestic Violence Unit July 2007 – September 2011
- Supervisor Hostage Negotiators July 2007 – September 2011
- Evidence Room Coordinator July 2007 – September 2011
- Recruiting Supervisor 2003 – present
- Liaison between the police department and EMA 2006 – present

Patrol Sergeant – Tinley Park Police Department, August 2002 – July 2007

- Supervisor of Patrol 2002 – July 2007
- Supervisor of Domestic Violence Unit 2002 – 2011
- Supervisor of the Truck Enforcement Unit 2006 – July 2007
- Liaison between the police department and EMA 2006 – present
- Traffic Supervisor Music Theater 2002 – May 2010
- Recruiting Supervisor 2003 – present
- Traffic Accident committee 2003 – 2009

Patrol Officer – Tinley Park Police Department, December 1987 – August 2002

- Field Training Officer
- Evidence Technician
- Juvenile Officer
- Major Crimes Task Force
- Investigator 1992 – 1999
- Customs Task Force 1999 – 2002

Telecommunicator – Orland Park Police Department, June 1987 – December 1987

Telecommunicator – Tinley Park Police Department, August 1981 – June 1987

Education

School of Police and Command, Northwestern University Center for Public Safety, Evanston, IL. May 2005

Police supervision, Northwestern University Center for Public Safety, Evanston, IL October 2002

Numerous police related schools and seminars developing leadership skills, handling a crisis, weapons of mass destruction.

ORDINANCE NO. 2013-O-058

ORDINANCE GRANTING A SPECIAL USE
Mack Retail – Northwest Corner of 183rd Street and Oak Park Avenue
(6800-6806 183rd Street and 18250-18260 South Oak Park Avenue)

WHEREAS, a petition for the granting of a Special Use, as set forth below, has been filed with the 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, said Plan Commission held a public hearing on the question of whether the requested Special Use should be granted on November 21, 2013, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations regarding the Special Use with this Village President and Board of Trustees, and this President and 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 are herein incorporated by reference as the findings of this President and Board of Trustees, as completely as if fully recited herein at length. All exhibits submitted at the aforesaid public hearing are also incorporated by reference.

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

(a) That the Petitioner is requesting a Special Use for the Subject Property which is legally described on **EXHIBIT A** attached hereto and hereby made a part hereof (commonly known as 6800-6806 183rd Street and 18250-18260 South Oak Park Avenue) (the "Subject Property");

(b) The Petitioner, Mack Companies, has proposed the renovation of the Subject Property which will include modifications to the site — upgraded parking lot and landscaping — and architectural enhancements to the buildings (the "Project"). The Project also includes adding an apartment (residential) unit (a portion of Unit 6806) on the Subject Property. The Project requires a Special Use Permit to allow for the conversion of the existing standalone commercial building into a mixed-use structure;

(c) The Subject Property is located in the Neighborhood Flex District and is defined as a Heritage Site. The Project will require:

1. A Special Use Permit to allow for a mixed-use building.
2. Site Plan Approval to allow for site changes and the building enhancements.
3. A new Plat of Consolidation to create a single lot.

(d) The Petitioner is making substantial improvements to the site and buildings which will further the purposes and spirit of the vision embodied in the Village's Legacy Code and Plan and which makes the special use unique and substantially upgraded from any similar use which does not have similar upgrades and enhancements. These unique upgrades include consolidation of the existing lots, connection of the existing buildings, updating of both buildings and landscaping and lighting, and placing both buildings under common ownership;

(e) The proposed building enhancements and improvements will involve both structures on the Subject Property. The scope of building improvements shall include:

1. Construction of a "Sprinkler Room" to connect the two (2) buildings which Room will service a new fire suppression system and alarm notification system both of which will be installed.
2. Conversion *of a portion of* Unit 6806 from a retail space into a 1-bedroom, 800 sq. ft. apartment.
3. Increasing the height of the existing parapet walls.
4. Addition of new awnings and decorative gooseneck lighting above the existing storefront systems.
5. Painting of the existing split-face CMU a brown, earth tone color.

These building improvements will enable the buildings to conform to the requirements and vision of the Village's Legacy Code and Plan in general and also of the Neighborhood Flex District in particular.

(f) The existing site will be dramatically changed due to the building enhancements, ultimately matching the vision set forth in both the Legacy Plan and Code. The scope of site improvements shall include:

1. Installation of landscaping within the parkway and public right-of-way, along the front of the building (2' x 3' planter boxes) and along the rear and side property lines.

2. Installing five (5) new landscape islands and three (3) new pole lights in the parking lot.

3. Parking lot restriping.

The proposed parking shall exceed or meet all commercial and residential parking requirements in the Neighborhood Flex District as follows:

Vehicle Parking

Use	Ratio	Required	
Retail	1/250 S.F.	26	
Residential	1.5 per Unit	1.5	
		27.5	*Total Required*
		37	*Total Provided*

Bicycle Parking

Use	Ratio	Required	
Retail	2 minimum	2	
Residential	1 per Unit	1	
		3	*Total Required*
		3	*Total Provided*

At present, the existing buildings straddle Lots 5 & 6. The Petitioner will consolidate the lots into a single parcel by a Plat of Consolidation to be approved by the Village.

(g) Without the significant building and site improvements the proposed special use would not meet the purposes, spirit or standards of the Legacy Code and Plan in general and the Neighborhood Flex District in particular;

(h) Any new signage will be reviewed and approved as part of the building permit process;

(i) That the establishment, maintenance or operation of the Special Use, with the conditions set forth below, will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare because, among other things, the various upgrades will substantially improve the Subject Property and shall be consistent with the purpose, spirit and intent of the Village's Legacy Plan and Code;

(j) That the Special Use, with the conditions set forth below, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood because it is a substantial upgrade for the area;

(k) That the establishment of the Special Use, with the conditions set forth below, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district, as witnessed by the fact that there were no objections to it and also for the reasons set forth herein;

(l) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

(m) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

(n) That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located.

SECTION 3: That the Special Use requested to allow the conversion of the existing building on the Subject Property from a solely commercial building to a mixed use building in the Neighborhood Flex District, is hereby granted subject to and expressly conditioned on the following:

1. Approval of a final site plan for the Subject Property and completion of the Project in conformance with such approved site plan.

2. The final landscape plan must be approved by the Village prior to the issuance of any building permits.

3. The Subject Property must become under single ownership and a plat of consolidation of the lots now constituting the Subject Property must be promptly made and recorded as provided in final engineering plans approved by the Village.

4. That the Project is constructed and completed to include all of the above-indicated improvements to the buildings and Subject Property and otherwise be in full compliance with all building, engineering, landscape, signage and any other plans for the Project as approved by the Village.

Such special use shall be subject to revocation in accordance with law in the event of failure to comply with any of such conditions.

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

PASSED this ____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2013, by the President of the Village of Tinley Park.

BY: _____
Village President

ATTEST:

By: _____

Village Clerk

319342_1

Agenda Item Summary

PLAN COMMISSION

November 21, 2013

Applicant
Oak Park Reality
c/o Mack Companies

Architect
Linden Group

Property Location
6800-6806 Oak Park Avenue
18250/60 183rd Street

Parcel Sizes
1.04 acres

Zoning
NF – Neighborhood Flex

Building – Existing
Retail: 7,500 S. F.

Building – Proposed
Retail: 6,500 S.F.
Residential: 1,000 S.F.

Approvals Sought
Site Plan Approval
Special Use Approval

Requested Action
That a vote be taken.

Project Planner
Michael Kowski

Mack Retail

NWC 183rd St. & Oak Park Ave.

Project Site

PROJECT DESCRIPTION

The Petitioner seeks Site Plan Approval for the renovation of the existing property to include modifications to the site (upgraded parking lot and landscaping) and architectural enhancements to the buildings. The proposal also calls for the addition of an apartment onsite (Unit 6806), which will require a Special Use Permit to allow for the conversion of an existing standalone commercial building into a mixed-use structure.

PROJECT DETAILS

Entitlement Process
The subject site is located in the Neighborhood Flex Character District and is defined as a Heritage Site. The project will require that the Plan Commission, Main Street Commission, and Village Board consider the following approvals:

1. A Special Use Permit to allow for a mixed-use building.
2. Site Plan Approval to allow for site changes and the building enhancements.
3. A Plat of Consolidation to create a single lot.

Building Improvements
The proposed building improvements will involve both structures on the property. The scope of building improvements involves:

1. Construction of a "Sprinkler Room" to connect the two (2) buildings.
2. Conversion *of a portion of* Unit 6806 from a retail space into a 1-bedroom apartment.
3. Creation of a taller parapet wall to accommodate a new sign band.
4. Addition of new awnings and gooseneck lighting above the existing storefront systems.
5. Painting of the existing split-face CMU a brown, earth tone color.

Site Improvements
The existing site will be updated to better meet the Legacy Plan and Code standards. The scope of site improvements involves:

1. Installation of landscaping within the parkway, along the front of the building (2' x 3' planter boxes), in the parking area, and along the rear and side property lines.
2. Parking lot restriping.
3. New parking lot light poles.

Signage
Any new signage will be reviewed and approved as part of the building permit process.

Parking
The Neighborhood Flex Character District requires vehicle and bicycle parking for each of the proposed uses within the building:

Vehicle Parking

Use	Ratio	Required	
Retail	1/250 S.F.	26	
Residential	1.5 per Unit	1.5	
		27.5	*Total Required*
		37	*Total Provided*

Bicycle Parking

Use	Ratio	Required	
Retail	2 minimum	2	
Residential	1 per Unit	1	
		3	*Total Required*
		3	*Total Provided*

Plat of Consolidation
At present, the existing buildings straddle Lots 5 & 6. The Petitioner will consolidate the lots into a single parcel, as indicated on the previously provided draft Plat of Consolidation. This Plat will come before the Plan Commission for review and final approval prior to the issuance of any Building Permits.

WORK SESSION

On November 14th, Staff hosted a work session with Commissioners Reidy and Ficaro, as well as representatives from the property ownership team and the architectural consultant.

The consensus of the group was to adopt a modified floor plan that would effectively situate the location of the apartment at the back of the building. This would retain the retail look of the front of the structure and thus mitigate the aesthetic concerns expressed by the Commission.

This can be accomplished by creating an 8' space between the front of the building and the southernmost interior wall of the apartment. This will allow for the reconfiguration of the neighboring retail space (dry cleaner) into an L-shaped space.

Staff will provide to the Plan Commission updated plans prior to the Public Hearing.

SUGGESTED MOTION

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

"… make a recommendation to the Village Board to grant a Special Use Permit to allow for the conversion of an existing standalone commercial building into a mixed-use building, having satisfied the findings-of-fact as evidence in the discussion of the project, and consider granting Site Plan Approval to include modifications to the site and enhancements to the architecture of the existing buildings. The subject property is located at the NW corner of 183rd Street and Oak Park Avenue at 6800-6806 183rd Street & 18250-18260 South Oak Park Avenue and within the Neighborhood Flex Character District. Any approval of this project will be subject to the following conditions:

1. The final Landscape Plan must be approved by the Village prior to the issuance of any Building Permits.
2. A Plat of Consolidation must be approved by the Village prior to the issuance of any Building Permits.
3. (any additional conditions)

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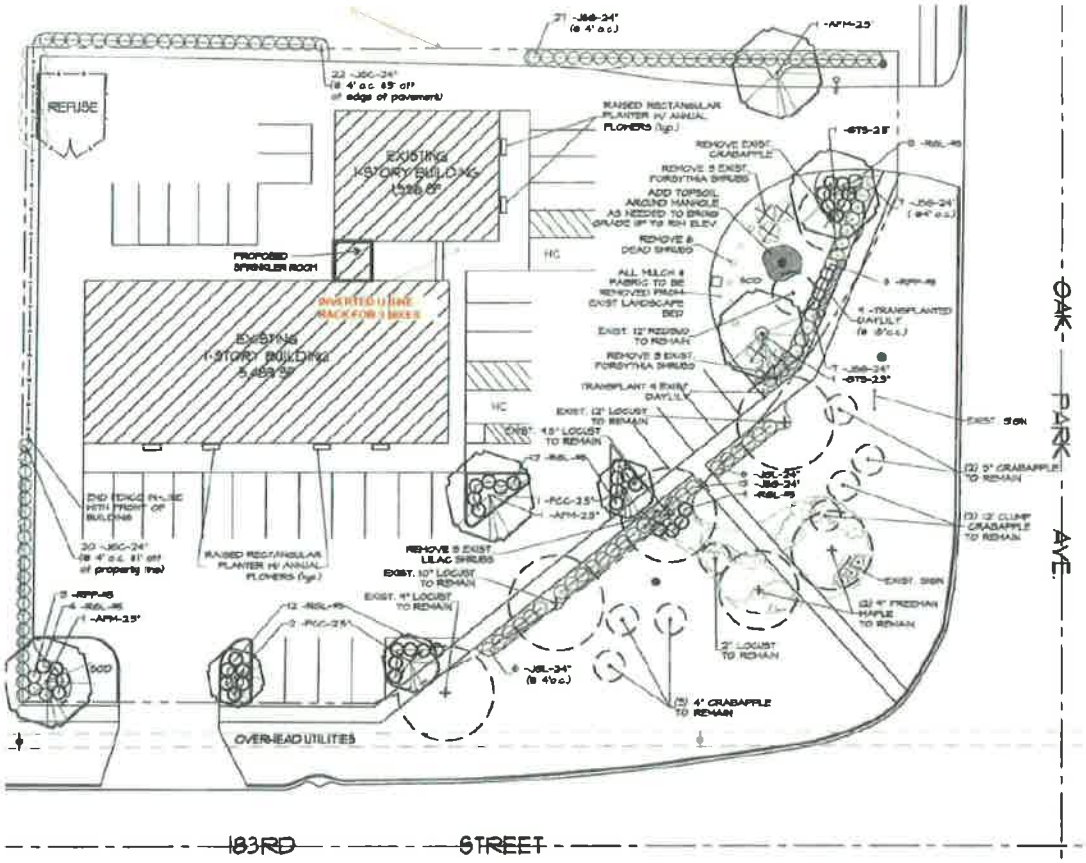
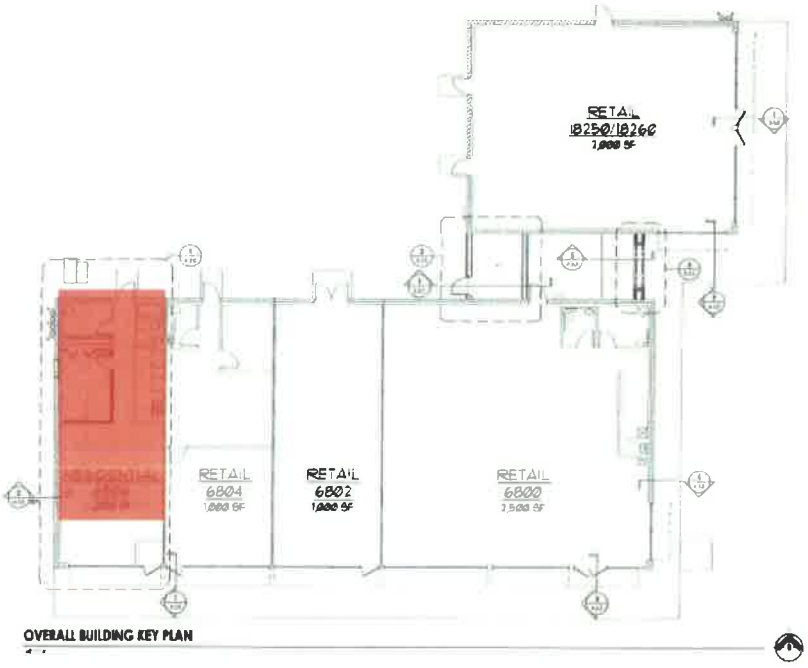
MACK COMPANIES

NWC 183RD ST & OAK PARK AVENUE

MACK COMPANIES

NWC 183RD ST & OAK PARK AVENUE

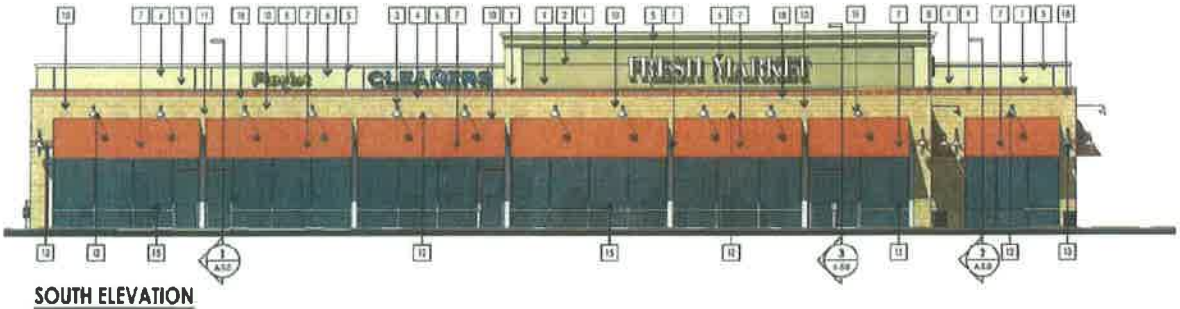




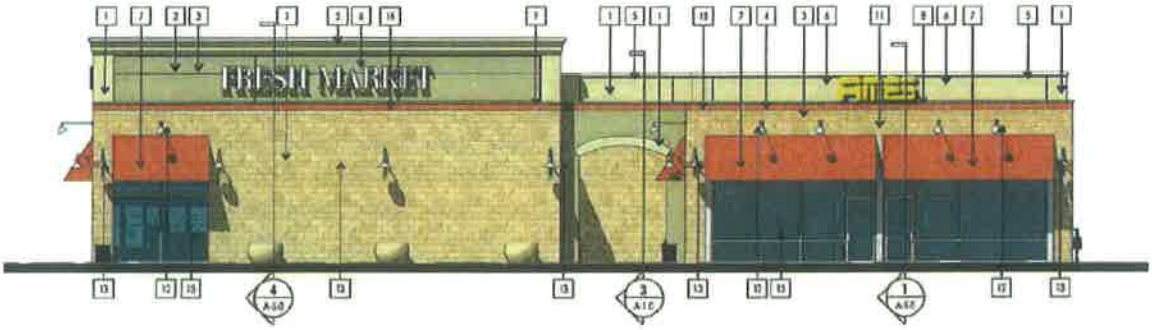
OVERALL BUILDING KEY PLAN

MACK COMPANIES

NWC 183RD ST & OAK PARK AVENUE



SOUTH ELEVATION



EAST ELEVATION

RECEIVED
NOV 2013
VILLAGE OF TINLEY PARK

VILLAGE OF TINLEY PARK
SPECIAL USE 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: Henry Hill - Mack Companies
Mailing Address: 16800 Oak Park Ave.
City, State, Zip: Tinley Park, Illinois 60477
Phone Numbers: 312-698-8877 (Day) Fax Number: 800-580-6409
312-698-8877 (Evening)
312-698-8877 (Cell)
Email Address henry@mackcompanies.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):
Property Owner & Manager

B. Property Information:

The identity of every owner and beneficiary of any land trust must be disclosed.
Property Owner(s): Oak Park Realty Ltd.
Mailing Address: 16800 Oak Park Ave.
City, State, Zip: Tinley Park, Illinois 60477

Property Address: 6800 183rd Street
Permanent Index No. (PINs) 28-31-307-017 28-31-307-17
Existing land use: Retail Center
Lot dimensions and area: 199.57 x 262.91

C. Petition Information:

Present Zoning District : Neighborhood Flex
Requested Zoning District: Neighborhood Flex

Is a Special Use Permit being requested (including Planned Developments):
Yes X No
If yes, identify the proposed use: Mixed Use Commercial/Residential (2-12)

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

11.5.2013
Date

VILLAGE OF TINLEY PARK
SPECIAL USE 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.

FINDINGS OF FACT
SPECIAL USE PERMIT – (Including Planned Developments)
PURSUANT TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that the Plan Commission determine compliance with the following findings. In order for a Special Use Permit 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. Please attach additional pages as necessary to thoroughly respond to each of the following:

A. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.

The addition of a single residential unit to this property will have no affect on public health, safety, morals, comfort, or general welfare. It will have no contact with the public and will not affect public access to this property. Improved landscape and facade improvements will have a positive affect on the public health comfort, and general welfare.

B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The addition of a single residential unit to the west end of this retail building will act as a buffer to the existing residential property to the west. It will cause no injurious affect to the use and enjoyment to the immediate adjacent residential use and should have no negative affect to property values. The added landscape and facade improvements will improve property values.

C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Mixed use is encouraged in the Legacy Plan. It will have no ill affect on future development on adjacent properties, which will be encouraged by the village to be the same. In this environment the residential use fits well with the commercial/ retail.

D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

This is an existing developed property directly on 183rd St. and Oak Park Ave. Full access is provided and all utilities and other facilities are provided within adjacent R.O.W. Existing drainage is unaffected.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

This is an existing property with existing curb cuts accessing the boundary streets. These curb cuts will be maintained. Traffic and access have not been an issue in the past and is not expected to change. Retail has been and will remain the principle use.

F. **That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.**

This Special Use shall conform to applicable regulations within this district and recommended modifications by the plan commission.

(Please attach additional pages as necessary)

MINUTES OF THE PLAN COMMISSION

VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS

HELD November 21, 2013 at 7:30 P.M.

The Meeting of the Plan Commission was held in the Council Chambers of the Village Hall on November 21, 2013 at 7:30 p.m.

ROLL CALL

Present and responding to roll call were the following:

Plan Commission Chairman:	Rita Walker
Present Plan Commission Members:	Kevin Berry Art Pierce Thomas Mahoney Bill Reidy Jeff Ficaro Maureen McLeod Bob McClellan
Absent Plan Commission Member:	Mark Moylan
Plan Commission Secretary:	Reem Hamden
Village Staff:	Amy Connolly, Planning Director Michael Kowski, Planner II Stephanie Kisler, Planner

CALL TO ORDER

Plan Commission Chairman Walker called to the meeting to order at 7:30 p.m.

APPROVAL OF MINUTES

Minutes of the November 7, 2013 Plan Commission Meeting were presented for approval. A motion was made by PLAN COMMISSIONER REIDY and seconded by PLAN COMMISSIONER McCLELLAN to approve the minutes of the Plan Commission Meeting as presented.

AYE:	Plan Commissioners Kevin Berry, Art Pierce, Thomas Mahoney, Bill Reidy, Jeff Ficaro, Maureen McLeod, Bob McClellan, and Plan Commission Chairman Walker
NAY:	None
ABSENT:	Plan Commissioner Mark Moylan

THE MOTION WAS APPROVED UNANIMOUSLY by voice call; PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

ITEM #1 PUBLIC HEARING FOR SPECIAL USE PERMIT - OAK PARK REALTY, LTD. (MACK COMPANIES) – SPECIAL USE PERMIT AND SITE PLAN APPROVAL – 6800-6806 183RD STREET & 18250-18260 SOUTH OAK PARK AVENUE

Consider recommending to the Village Board to grant a Special Use Permit to allow for the conversion of an existing standalone commercial building into a mixed-use building and consider granting Site Plan Approval to include modifications to the site and enhancements to the architecture of the existing buildings. The subject property is located at the NW corner of 183rd Street and Oak Park Avenue at 6800-6806 183rd Street & 18250-18260 South Oak Park Avenue and within the Neighborhood Flex Character District.

PRESENT: Plan Commission Chairman Walker and Plan Commissioners: Kevin Berry, Art Pierce, Thomas Mahoney, Bill Reidy, Jeff Ficaro, Maureen McLeod, and Bob McClellan

ABSENT: Plan Commissioner Mark Moylan

STAFF: Amy Connolly, Planning Director
Michael Kowski, Planner II
Stephanie Kisler, Planner

GUEST: Mike Matthys, Linden Group

DISCUSSION:

(Plan Commission Chairman Walker swears in the Petitioners and Guests and states that public notices were sent out and published in the newspaper per Ordinance requirements)

WALKER: Our Planner Mike Kowski will address the Commission.

KOWSKI: Thank you. This site is located on 183rd and Oak Park Avenue. As you saw last time, the Petitioner is looking to enhance the building and site to better conform to both the Legacy Code and Plan. The highlights of the remodeling include landscaping in the parking lot as well as on the perimeter on the site. It also includes enhancements to the architecture, specifically adding awnings and lightings.

Here's how it looks today (indicating to an image). Here is what we hope it will look like in the next couple of decades as part of a complete redevelopment. This assumes the entire intersection is rebuilt, reformed around the future roundabout which is proposed for 2015. With that, I will go over the project specifics. It's in the Legacy Plan area. The zoning is Neighborhood Flex and some of the highlights of what the means are listed below that (indicating to an image). This project needs no variations and no waivers. Staff asks that a recommendation vote be sent to the Village Board for approval of the Special Use permit. I will turn it over to the architect, Mike Matthys with Linden Group to talk about the highlights of the project.

MATTHYS: Thank you Mike. I'm Mike Matthys of Linden Group representing Mack Companies. Let's quickly run through the plan. One of the changes that we are making as you can see on the floor plan (indicating to an image), is the connection of the two buildings. That's where we are

putting the sprinkling room. We will be adding a new water main to the building to accommodate the sprinklers and have new sprinklers in the facility. We are also putting a small link towards the front of the two separate pieces that creates an archway. It's one of the enhancements that will make the buildings more cohesive and nicer.

Another thing is the landscape plan. We are introducing some internal landscaping islands and reinforcing the landscaping that is along the edge of the parking lot to provide the screening. You can see the bulb along Oak Park Avenue (indicating to an image); it's also getting some new landscaping introduced to it. We are adding some lighting to the parking lot and to the building which you will see on the elevation. In this picture (indicating to an image) you can see the archway on the bottom elevation between the two buildings. It makes the connection and brings the two buildings together. We are extending the building parapet up higher to give an opportunity for more prominent signage and give the elevation a better scale. If you see the building on site, it seems sort of like a pancake, we feel if we extend that parapet up, it gives the opportunity for signage and a better image from the street.

We are adding some awnings, right now we are proposing red (indicating to an image). We have gooseneck lights that accent those awnings. If you drove by the sight tonight, you would barely even see the building right now because they are no lights and the building is not illuminated. We feel that with repainting the existing masonry that's there, adding the EIFS, adding lighting on the building and parking lot lighting, that this building is really going to be considerably better than it is today and also be a lot better for the tenants.

This is the back elevations on the service side of the building. One of the items tonight is the Special Use for the apartment. The apartment is being added on the far left side labeled residential (indicating to an image). That was what was initially submitted. The comment that was brought up was that there were some concerns about the apartment coming on the storefront face. What we did was pull the apartment back to the minimum square footage for a one-bedroom which is 800-square-feet. That allowed about a 5-foot corridor which we are going to tie into the adjacent retail so that storefront will be connected to the retail to the right. Here's a blow up showing how the apartment is laid out (indicating to an image). It's a one bedroom apartment, living room, with a small kitchen, bathroom and utility room. With that I ask if there any questions, I'd be happy to address.

GUEST: Will there be parking for the apartment behind the building?

MATTHYS: Yes, there is plenty of parking behind the building.

GUEST: Thank you.

WALKER: Is there anyone else in the audience that has any questions? At this time, I'd like the assigned Commissioners to address the Commission regarding their meeting. That is Commissioner Reidy and Commissioner Ficaro.

FICARO: To start with, it was pretty clear cut with the exception of the apartment building. That was the main question that addressed by the other Commissioners as well. It's a great face lift. Although this Commission, in my opinion, doesn't deal with the finances, if you look at the impact with this face lift, it will benefit the tenant, Mack Companies, and increase state tax for the Village.

The apartment unit is a great compromise. It does away with having to adjust the windows in the front, so there aren't any privacy issues. It seem like it's more of an apartment unit. Everything meets code. They even added landscaping. It is positioned for any future additions on Oak Park Avenue. Mike was really great to work with. I also commend Mike Kowski.

REIDY: As part of the presentation, we as the Commissioners have to complete the findings of fact that the Commission asks the vendor. The Petitioner information is Mack Companies; it lists their mailing address and their phone number. They are the property owner and manager. Next area is the property information. It's Oak Park Realty, Ltd, 16800 & Oak Park, Tinley Park, Illinois. The property address is 6800& 183rd Street, Tinley Park, Illinois. It gives the index number and its existing main use is rental center. It gives the lot dimension as being 199.5 feet x 262.5 feet.

The petition information for the present zoning district is Neighborhood Flex and it will stay as that. There is a Special Use requested. The proposed use is a mixed-use, commercial/residential 2'x12'. Will any variances be required? They listed no.

A. It goes on to say that the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Petitioner stated that the establishment has a single resident unit to this property will have no effect to the public health, safety, morals, comfort, or general welfare. It will have no contact with the public and will not affect public access to this property. Improved landscape, façade improvements, will have a positive effect on the public health, comfort, and general welfare.

B. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Petitioner answered: The addition of a single residential unit to the west end of this retail building will act as a buffer to the existing residential property to the west. It will cause no injurious effect to the use and enjoyment of the immediate adjacent residential unit. It should have no negative effect on property values. The added landscaping and façade improvements will improve property values.

C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The answer being: Mixed Uses are encouraged in the Legacy Plan. It will have no ill effect on future developments on adjacent properties which will be encouraged by the Village to be the same. In this environment the residential use sits well with the commercial/retail.

D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. The response was: This is an existing developed property directly on 183rd Street on Oak Park Avenue. Full access is provided; all utilities and other facilities are provided within the adjacent right of way. Existing drainage is not affected.

E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. The respondent states: This is an existing property with existing curb cuts assessing the boundary streets. These curb cuts will be maintained. Traffic and access will not be an issue in the past and is not expected to change. Retail has been and will remain the principal use.

F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which is it located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Respondent says: This Special Use has confirmed applicable regulations within the district recommend modifications by the Planning Commission.

WALKER: Thank you Bill and Jeff. Does the Commission have any questions at this time?

PIERCE: First of all, I like the modifications that were being made. Have you resolved that other issue?

KOWSKI: Yes. I'll talk about that more at the tail end of the meeting. We'll discuss how we are going to make Heritage Site classification part of our process, and provide a form to the Plan Commission to be looked at. With this one, we know the sales price. We got an estimate on the modifications, and its well below 50%. It's about 27% to 28%.

PIERCE: In the future there will be more details.

KOWSKI: Yes, I'll show that later on. There will be a form for Staff to fill out and certify that we looked at it with the numbers we were given and explain the process we are going through and how we got that decision.

PIERCE: Will the parking be behind the building?

KOWSKI: Yes. There's some existing stalls in the back of the building. In this area of the code it requires 1.5 stalls per residential unit. They meet that requirement.

PIERCE: So there will be enough parking for the residents and existing tenants?

KOWSKI: Yes, because our code says four parking spaces per 1,000 of retail/commercial space.

PIERCE: One other question about the refuse, is that going to be an impediment to a car going in and out?

KOWSKI: That's an existing condition as it is right now. There are some dimensional constraints on the site that are already existing. One of the long term plans is to tuck that further back but for right now we are keeping it as is.

PIERCE: Does it pose an issue for cars?

KOWSKI: I drove back there myself and there was no issue as it stands today.

WALKER: Any other questions? Bob?

McCLELLAN: In terms of the lighting for the parking lot. Obviously it's a great plan and it's going to enhance the building. Code wise, if this were coming new to us as a new development, would they not have to have pole lighting in the parking lot? I know none exist now. Is that how they grandfather it?

KOWSKI: What happens is our codes does not say that lighting is required. It's on a case by case basis. If you do provide lighting, we do have certain standards. The key standard is that no lighting can spill over to the neighboring property especially if it's residential, in which case it should be .5 foot candles or less. In this situation they are putting up a couple lights for extra security and lighting. They are always talking about future changes and phases, the lights we are considering them to be for safety purposes. They are not a long term improvement.

WALKER: Do we have any other questions?

BERRY: If you were designing this from scratch, would you put a residential unit in it?

MATTHYS: If the question is when we do a mixed use building, and this property that's what the Legacy Plan is doing.

BERRY: I'm questioning on another development, it seems unusual to tuck a residential unit in there. What's driving it? Is there some sort of real estate tax benefit driving it?

KOWSKI: That's exactly it Commissioner Berry. There is a cost savings. It goes from a commercially classified building to a class 2, which in effect will cut the taxes by 60%.

BERRY: Whether it is occupied or not?

KOWSKI: Correct.

MATTHYS: That was one of the questions brought up the last time we were here. Could you put it above the building? It's prohibited because of the structure. We would have to reinforce it and its cost prohibited to do that. If we were designing new, we would probably look at that.

BERRY: So whether it's rented or not, the tax benefit offsets it. If it gets rented that's a plus but it can stay vacant?

MATTHYS: Yes.

KOWSKI: I have one more comment to tie everything together. Another component of project is a plat of consolidation. There are two lots on the property. They have submitted the plat and it's being reviewed. It may come back to the Plan Commission by the next agenda we have.

WALKER: What is the timing for putting in the landscaping?

KOWSKI: We missed this season so it would be spring. We'll go with the May 1st or June 1st deadline.

WALKER: Any other questions by the Commissioners? Is there anybody in the audience that would care to address this Commission regarding the Special Use? Is there anybody in the audience objecting to the Special Use that would like to address this Commission? Let the record show there was nobody approaching the Commission for either comments or objections. A motion would be in order.

MOTION by PLAN COMMISSIONER FICARO to recommend to the Village Board to grant a Special Use Permit to allow for the conversion of an existing standalone commercial building into a mixed-use building, having satisfied the findings-of-fact as evidence in the discussion of the project, and consider granting Site Plan Approval to include modifications to the site and enhancements to architecture of the existing buildings. The subject property is located at the NW corner of 183rd Street and Oak Park Avenue at 6800-6806 183rd Street & 18250-18260 South Oak Park Avenue and within the Neighborhood Flex Character District. Any approval of this project will be subject to the following conditions:

1. The final Landscape Plan must be approved by the Village prior to the issuance of any Building Permits.
2. A Plat of Consolidation must be approved by the Village prior to the issuance of any Building Permits.

MOTION SECONDED by PLAN COMMISSIONER REIDY.

ROLL CALL TAKEN:

AYE: Plan Commissioners Kevin Berry, Art Pierce, Thomas Mahoney, Bill Reidy, Jeff Ficaro, Maureen McLeod, Bob McClellan, and Plan Commission Chairman Walker

NAY: None

ABSENT: Plan Commissioner Mark Moylan

THE MOTION WAS APPROVED by roll call; PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

WALKER: Motion would be in order to close the Public Hearing.

Motion to close the Public Hearing was made by PLAN COMMISSIONER MAHONEY at 7:54 p.m.

Motion was SECONDED by PLAN COMMISSIONER PIERCE.

THE MOTION WAS APPROVED UNANIMOUSLY by roll call. PLAN COMMISSION CHAIRMAN WALKER declared the Motion approved.

Tinley Park

Memorandum

To: Trustee Dave Seaman

From: Ivan Baker

Date: October 30, 2013

Subject: Chrysler Group Realty incentive request

Project

Chrysler Group Realty plans to establish a new combined Chrysler Jeep Dodge Ram franchise at 8325 and 8355 West 159th Street in Tinley Park. The project financing and completion in Tinley Park is specifically tied to receiving an incentive from the Village of Tinley Park.

The capital investment for the Dodge-Chrysler-Jeep-Ram (Genesis) dealership will be at least $ 13 million, including a new 47,700 square foot building and 685 parking spaces for inventory and customer service. New Annual sales (above and beyond current verified local Dodge and Ram sales) are expected to reach $ 60 million at the new combined facility. The operation will retain 65 jobs, and add 50 new jobs in Tinley Park.

Corporate Requirement

Chrysler Corporation is requiring the Genesis combined re-location of Dodge-Chrysler-Jeep-Ram dealerships onto the 159th Street Auto Corridor. Chrysler's Genesis business model (established in 2009) encourages high-volume, full-line dealerships at high traffic locations like 159th Street Auto Corridor, bringing more products to the surrounding community and to customers with reduced overhead costs and lower pricing.

Incentive Request

Chrysler Group Realty is requesting a total incentive not to exceed $3,000,000 over 10 years through a sales tax sharing agreement. But-for this incentive, Chrysler Group Realty will not be able to construct the Chrysler-Dodge-Jeep-Ram facility in Tinley Park.

Total Incentive -	$ 3,000,000 maximum based on new sales tax revenue
Term -	Not to exceed 10 years
Village Base -	Village retains first $270,000 each year (verified three year average Revenue from existing Dodge Ram dealership)
Split -	49 percent of New sales tax revenue provided to Chrysler
Incentive is Not guaranteed.	Performance is required

Quality Development

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

Benefit to Village

*Retain existing car dealership and sales

*Modern construction of a new car dealership

*New Property Tax and Sales Tax revenue

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

1. New 10 year total property tax revenue with new Construction
   (Current Market Value of Property Improvements = $2.5 million;
   Estimated value of New Construction Property Improvements = $5 million)

   $1.7 million total Net new Property Tax Revenue over 10 years

   $ 217,600 – Village of Tinley Park
   $ 714,000 – School District 140
   $ 396,100 – School District 230
   $ 56,100 - Community College
   $ 158,100 – Cook County
   $ 17,000 – Township
   $ 73,100 – Park District
   $ 68,000 - Library District

2. New Sales tax revenue to the Village of Tinley Park over 10 years (after incentive payment)-
   $ 3.1 million New Village Sales Tax revenue

3. Village Building permit fee - $41,000 one time

Auto Dealer Incentives comparison -

	Maximum	Project $	Sales Tax Sharing Split	Project Year
Laurel Motors	$2,000,000	$8,500,000	50 Company-50 Village	1999
Gartner Saab	$1,250,000	$3,500,000	50 Company-50 Village	2002
Mason Subaru	$1,125,000	$4,000,000	50 Company-50 Village	2005
Family Hyundai	$1,250,000	$4,000,000	50 Company-50 Village	2006
International MINI	$ 850,000	$2,400,000	50 Company-50 Village	2010
International Subaru	$ 395,000	$1,100,000	50 Company-50 Village	2010
Apple Chevrolet	$ 350,000	$1,000,000	33 Company- 67 Village	2011
Orland Toyota	$1,000,000	$4,000,000	33 Company- 67 Village	2012
Rizza Buick GMC	$ 825,000	$2,500,000	33 Company- 67 Village	2013
CHRYSLER	***$3,000,000***	***$13,000,000***	***49 Company-51 Village***	

This Request Compared to Incentive Policy

*Incentive No more than one-third of capital investment -	Yes	- 23 percent	- Favorable
*Incentive No more than 50 percent sales tax sharing -	Yes	- 49 percent	- Favorable
*Incentive No more than 10 years -	Yes	- 10 years	- Favorable

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

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

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

Section A4h - Employment will be generated by the Project.

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

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

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

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

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

Section B1- The Project will create at least 25 new jobs in Tinley Park.

Section B2 - The Project will retain at least 15 existing jobs.

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

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

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

ECC Recommendation

ECC Finance reviewed this proposal on October 29, 2013, and recommends approval of the incentive request. The proposal meets incentive policy, provides significant new property and sales tax revenue to the Village, and further enhances the customer appeal of the 159th Auto Row.

Action Requested

Due to short due diligence required of franchise and property sellers, action by the Finance and Economic Development Committee and Village Board is requested by January 2014.

INDUCEMENT AGREEMENT -
CHRYSLER GROUP REALTY COMPANY LLC

THIS AGREEMENT is entered into this _____ day of _____, 2013, 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 Chrysler Group Realty Company LLC, a Delaware limited liability company (hereinafter referred to as the "Company").

WITNESSETH:

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

1. Preliminary Statements

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

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

(b) Chrysler Group Realty Company LLC ("Company") is the contract purchaser of certain real property located at 8325 and 8355 W. 159th Street, Tinley Park, IL (the "Subject Property"), the legal description of which is attached hereto as **EXHIBIT A,** and on which, as of the date of this Agreement, is located two existing car dealerships in two existing buildings.

(c) The Company, after receipt of the promises and inducements contained herein, plans to expand and remodel 8325 West 159th Street Building on the Subject Property and, once completed, to demolish the 8355 West 159th Street Building on the Subject Property, and to make sidewalk, landscaping, parking lot, signage and other related improvements (collectively

the "Project"). As of the date of this Agreement, the cost of said Project is anticipated to be at least THIRTEEN MILLION DOLLARS ($13,000,000).

(d) The Village is desirous of having the Subject Property improved to meet the requirements of a combined new vehicle dealership selling and servicing Chrysler, Jeep, Dodge and Ram brand vehicles, including, without limitation, ancillary sales of parts and used vehicles (collectively, the "Dealership"), and also in order to service the needs of the Village and its residents, and the Project will increase employment opportunities in the Village, otherwise stimulate and enhance the economic base of the Village, stimulate commercial growth, improve the aesthetics along 159th Street which is one of the most travelled roadways in the Village and one of the busiest commercial areas of the Village, and help to stabilize the tax base of the Village, and, in furtherance thereof, the Village contemplates and agrees to provide certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.

(e) 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.

(f) 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 materially 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 any home rule municipal retailers occupation tax and/or home rule service occupation tax imposed by the Village 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 any 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.

(g) This Agreement, and the incentives and inducements set forth herein, shall apply only to the taxable sales activities of the Dealership to be located on the Subject Property, including, without limitation, sales of new and used vehicles, vehicle parts and accessories and other goods and services. Additions of other potential automobile or other vehicles sales dealerships are expressly excluded from the provisions of this Agreement.

2. <u>Conditions Precedent to the Undertakings on the Part of the Village</u>

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 relating to the Project, including, but not limited to, construction of the new building, signage, landscaping, parking lot improvements and sidewalk construction and eventually demolition of the existing building located at 8355 W. 159th Street, so that operation of the Dealership can commence within the time set forth in Paragraph 4(a) hereof, it being understood and agreed that the Village has the discretion established by law to approve all such work and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve such work.

(b) The Company shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.

(c) The Company shall have completed construction of the Project in accordance with the plans for the Project approved by the Village.

(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 adversely affects or that may adversely affect the Company's ability to operate the aforementioned Dealership at or on the Subject Property, and that the Company, and owner of the Subject Property if ever different than the Company, have 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 ownership (legal or beneficial) of the Subject Property, or any portion thereof, or of the Company, except for a change as otherwise provided in Paragraph 9 hereof, the Village shall no longer be required to pay all or any portion of the incentive payments provided for in Paragraph 3(b) 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. <u>Undertakings on the Part of the Village</u>

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 the entire Project and the Dealership be open for business on the Subject Property 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 **THREE MILLION DOLLARS ($3,000,000)**, by annual installment payments over a maximum of a ten (10) year period as follows, subject however to the following conditions and restrictions:

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

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

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

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

(2) The initial payment year (hereinafter referred to as the "Initial Payment 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 completed as evidenced by a certificate of 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 Payment Year and for each Subsequent Incentive Year shall be the average sales tax revenue from the Dealership for the four calendar years 2009 to 2012 as verified by the Village Treasurer. This incentive base amount is Two Hundred Eighty-Seven Thousand Dollars ($287,000) (hereinafter referred to as the "Incentive Base"). For the Initial Payment 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 Payment Year or the individual Subsequent Incentive Years, up to the Incentive Base. For all sales tax revenue in excess of Two Hundred Eighty Seven Thousand Dollars ($287,000) received in the Initial Incentive Year and the individual Subsequent Payment Years, the Company shall be entitled to forty-nine percent (49%) of the sales tax revenue received in excess of the Incentive Base, with the Village retaining the remaining fifty-one percent (51%) of the excess over Two Hundred Eighty Seven Thousand Dollars ($287,000) received in any one payment year. The payments remitted to the Company that accrue during the Initial Incentive Year shall hereinafter by 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 receipt of the sales tax reporting from the Subject Property from the IDOR in accordance with 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 Payment Year or within thirty (30) days of receipt of the actual revenue for such 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 THREE MILLION DOLLARS ($3,000,000) under the provisions of this Agreement. If the Company has not received the total sum of THREE MILLION DOLLARS ($3,000,000) under this Agreement after receipt of the incentive payment for the last Subsequent Incentive Year hereunder, or by the end of the applicable ten (10) year period, the annual installment payments to be made to the Company hereunder nevertheless shall cease, since there is <u>no guarantee</u> being made to the Company that it shall receive the full THREE MILLION DOLLARS ($3,000,000) hereunder.

(ii) That the Company shall have delivered to the Village no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each

Subsequent Payment, a certificate dated within fifteen (15) days of receipt by the Village that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the Project requiring Village approval have received such approval from the Village as finally completed, the certificate required hereunder need not contain a representation and warranty regarding matters covered in subparagraphs (a) and (h) 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 adversely affects or that may adversely affect the Company's ability to operate the Dealership 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 Project is not open to the public as required hereunder 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 and/or any subsequent owner of the Subject Property 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 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. 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 and/or any subsequent owner of the Subject Property 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 remit to the IDOR 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 have 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 December 31, 2014, and shall not cause or permit the existence of any violation of any or all Village ordinances, including but not limited to the Village's Building Code, Zoning Ordinance, Fire Code, Sign Ordinance, Landscaping Ordinance, and any and all rules and regulations under any of said codes and ordinances. Subject to Paragraph 24 the Company shall have substantially completed the entire Project and the Dealership shall be open to the public 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 the issuance of a Certificate of Occupancy (or temporary certificate of occupancy) for the opening of the Dealership. 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 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 on the financing documents by the Company 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.

(d) The Company and/or the operator of the Dealership 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 Dealership on the Subject Property, such releases to be on a periodic basis in accordance with the IDOR quarterly reporting cycles identified under Paragraph 3(c) (1) above, or such other reporting cycle that may be subsequently established by the IDOR. In addition to said letter, the Company and/or the operator of the Dealership (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. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of the Company and/or the operator of the Dealership 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.

(e) 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 of any kind that may at any time be lawfully finally assessed with respect to the Project and/or the Subject Property.

5. <u>Representations and Warranties of the Company</u>

(a) The Company hereby represents and warrants that the Project requires economic assistance from the Village in order to commence and complete 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 a material adverse effect on the Project or 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 Delaware Limited Liability Company and is authorized to do business in the State of Illinois and is in good standing under the laws of the State of Illinois and the State of Delaware.

(g) The Company hereby represents and warrant that, as of the date of this Agreement, the cost of Project is anticipated to be at least THIRTEEN MILLION DOLLARS ($13,000,000).

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

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 adversely affects or that may adversely affect the Company's ability to operate the Dealership at or on the Subject Property or which adversely affects the generation of sales tax revenue from the operations of the Dealership.

(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 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 and that the failure to pay 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 Dealership 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 hereunder.

(f) The Company's relocation of the Dealership or any of the individual automotive brands referenced in Paragraph 1(d), to any location other than on the Subject Property.

(g) The Company selling any other brands or models of new cars, trucks or other vehicles at the Dealership other than Chrysler, Jeep, Dodge and Ram.

(h) The filing and unfavorable verdict of any lawsuit by a third party that would adversely 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. 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, assuming no cure has been effectuated 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

2. Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

3. Village Treasurer
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

To the Company:

1. Chrysler Group Realty Company LLC
1000 Chrysler Drive, CIMS 485-03-20
Auburn Hills, Michigan 48326-2766
Attn: Head of Chrysler Group Realty

2. Chrysler Group LLC
1000 Chrysler Drive
CIMS 485-13-62
Auburn Hills, Michigan 48326-2766
Attn: Counsel, Real Estate, Office of the General Counsel

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; 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 (a) to a party which is a trustee or nominee for, or a parent or subsidiary of, affiliate, or successor (by merger, consolidation, transfer of assets, assumption or otherwise) of the Company; (b) to an entity which purchases substantially all of the interests in or assets of an operating division, group, or department of the Company, or which purchases the majority of the Company's business as conducted in the Subject Property; (c) to a party which holds a majority or controlling interest in the Company; (d) to an entity or entities created by the division of the Company into one or more separate corporations, partnerships, or other entities; or (e) in connection with the public offering of the stock of the Company, any affiliated or successor entity of the Company, or any entity created in connection with the "spin-off" of an operating division, group, or department of 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 such Assignee is willing to assume. Notwithstanding any such assignment and/or assumption of responsibility, the Company shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

10. Time

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

11. Binding Effect

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

12. Limitation of Liability

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

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

A. To Effective Date of Agreement

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

(1) all attorneys' fees incurred by the Village; and

(2) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. <u>From and After Effective Date of Agreement</u>

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 hereunder. 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.

Such costs and expenses incurred by the Village in the administration of this Agreement shall be evidenced to the Company, upon its request, 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 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 of material importance to the Village, or which may reasonably have a potentially substantial 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. <u>Continuity of Obligations</u>

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 $3,000,000 to the Company hereunder; or (c) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (d) at the option of the non-defaulting party, upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

15. <u>No Waiver or Relinquishment of Right to Enforce Agreement</u>

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. <u>Village Approval or Direction</u>

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 Members and Managing Member of the Company 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 forfeiture by the Company of payments due hereunder, 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 ninety (90) 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 ninety (90) 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. It is further acknowledged that the State of Illinois is currently considering 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 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 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 a 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 as of the date and year first written above.

Village of Tinley Park,
an Illinois municipal corporation

By: _____
Village President

Date: _____, 2013

ATTEST:

By: _____
Village Clerk

Date: _____, 2013

Chrysler Group Realty Company LLC, a
Delaware limited liability company

By: Cheryl L Ansel
Cheryl L. Ansel
Its: Vice President

Date: December 12, 2013

ATTEST:

By: _____
Its Kevin M. Rumstead

Date: December 12, 2013

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 _____, 2013.

_____
Notary Public

STATE OF MICHIGAN)
) SS
County of Oakland)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Cheryl L. Ansel, as the Vice President of Chrysler Group Realty Company LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said limited liability company, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, as her free and voluntary act, and as the free and voluntary act of said limited liability company and that she was duly authorized to sign and bind said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of December, 20____.

Denise Marie Shaw
Notary Public

DENISE MARIE SHAW
Notary Public, State of Michigan
County of Oakland
My Commission Expires 09-27-2019
Acting in the County of Oakland

EXHIBIT A

Legal Description

LOT 1 AND LOT 2 (EXCEPT THE EAST 30 FEET THEREOF) IN GRAY PROPERTIES 159TH STREET COMMERCIAL SUBDIVISION OF THE NORTH 650 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART DEEDED TO THE COMMONWEALTH EDISON COMPANY) AND (EXCEPT THAT PART PREVIOUSLY DEDICATED FOR HIGHWAY PURPOSES) ACCORDING TO THE PLAT THEREOF RECORDED JULY 31, 1987 AS DOCUMENT 87421369 IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN GRAY PROPERTIES 159TH STREET COMMERCIAL SUBDIVISION PER DOCUMENT 87421369; THENCE SOUTH 89 DEGREES 51 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF LOTS 1 AND 2 IN SAID SUBDIVISION, A DISTANCE OF 500.00 FEET (500.03 FEET MEASURED) TO A POINT THAT IS 30.00 FEET (RECORD AND MEASURED) WEST OF THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 15 MINUTES 01 SECONDS EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 2, A DISTANCE OF 586.52 FEET (MEASURED) TO A POINT ON THE SOUTH LINE OF SAID LOT 2 THAT IS 30.00 FEET (RECORD AND MEASURED) WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 500.00 FEET (499.99 FEET MEASURED) TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 15 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 588.37 FEET (588.66 FEET MEASURED) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(COMMONLY KNOWN AS: 8325-8355 WEST 159th STREET)
Property Index Numbers: _____

ORDINANCE NUMBER 2013-O-048

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK FOR THE CURRENT FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2013 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2014

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 purpose specified again all taxable property in the Village of Tinley Park for the fiscal year commencing on the first (1st) day of May, 2013, and ending on the thirtieth (30th) day of April, 2014.

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 ____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the President and Board of Trustees, Village of Tinley Park on this ____day of_____, 2013.

_____
EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:

_____
PATRICK E. REA
VILLAGE CLERK

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
1.	ELECTED OFFICIALS		
	Salaries	237,300	200,000
	Telephone Communications	1,170	
	Pagers	400	
	Mobile Data Communications	3,360	
	Travel Expense	500	
	Meetings and Conferences	2,000	
	Reception and Meals	5,000	
	Employee Health and Life	36,000	
	Software Licensing	2,135	
	Dues and Subscription	14,500	
	Office Supplies	1,000	
		303,365	200,000
2.	VILLAGE MANAGER		
	Salaries	594,900	500,000
	Part Time Help	55,500	
	Telephone	4,850	
	Mobile Data Communications	480	
	Travel Expenses	350	
	Meetings and Conferences	3,300	
	Reception and Meals	2,700	
	Employee Health and Life	72,600	
	Maintain Motor Vehicles	2,000	
	Software Licensing	5,945	
	Dues and Subscriptions	4,050	
	Office Supplies	600	
	Gasoline	10,500	
	Other Operating Supplies	1,000	
		758,775	500,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
3. CLERK'S OFFICE		
Salaries	269,900	220,000
Part Time Help	94,400	
Postage	2,805	
Training	3,500	
Meetings and Conferences	2,500	
Reception and Meals	2,500	
Printing	1,400	
Legal and Classified Advertising	1,000	
Employee Health and Life	87,160	
Post Employment Benefits	2,600	
Software Licensing	6,885	
Dues and Subscriptions	2,350	
Other Contractural	500	
Codification	6,650	
Office Supplies	5,200	
Uniforms	2,000	
	491,350	220,000
4. GENERAL OVERHEAD-ADMINISTRATION		
Part Time Help	10,000	
Postage	15,000	
Telephone Communication	17,000	
Wireless Fire Alarm	810	
Internet Communications	5,280	
Printing	13,700	
Bank Charges	6,600	
Advertising/Legal/Classified	15,000	
Recording Fees	7,500	
Property Taxes	14,500	
Miscellaneous Insurance	700	
Employee Health & Life	300,000	
Unemployment Compensation	10,000	
Employee Assistance Program	12,400	
Employee Benefits Cafeteria Plan Administration	2,240	
Maintain Motor Vehicles	1,200	
Insurance Deductible	20,000	
Maintain Camera/Monitoring Systems	500	
Maintain Computer Equipment	12,000	
Contract Service-Technology	46,000	
Contract Labor- GIS	150,250	
Software License Support	34,264	
Dues and Subscriptions	36,150	
Service Contracts	36,595	
Contractual Services	221,650	
Engineering (Rebillable)	75,000	
Appraisal Services	5,000	
IL State Police Fingerprint Fees	3,000	
Legal Services	530,000	
Pension Actuarial	7,500	
Legal Labor Related	45,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Adminstrative Court Hearing Officer	7,440	
Fireworks	10,000	
Health Services Program	38,750	
Exchange Publication	67,200	
Office Supplies	12,000	
Confectionary Supplies	5,200	
Items for Resale	22,180	
Fuel Supplied - SD 140	110,500	
Fuel Supplied - TP LIB	4,125	
Other Operating Supplies	1,500	
Kallsen Center Supplies	300	
NSF Bad Debts	500	
	1,934,534	0

5. FINANCE DEPARTMENT

Salaries	670,900	600,000
Part Time Help	174,000	
Telephone	2,700	
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	110,000	
Employment Costs	500	
Maintain Mobile Data Equipment	500	
Software Licensing	10,735	
Dues and Subscriptions	3,745	
Contractural Services	50,000	
Office Supplies	1,200	
Books, Manuals, Reference	620	
Other Operating Supplies	50	
	1,046,060	600,000

6. POLICE DEPARTMENT

Salaries	6,014,000	5,903,953
Overtime	1,250,700	
Wages and O/T - Music Theater	153,500	
Salaries - Admin	537,000	450,000
Part Time Help	739,800	
Salaries - Dispatch	968,000	
Wages Crossing Guards	195,000	
Postage	13,000	
Telephone Communication	77,158	
Wireless Fire Alarm	810	
Pagers	7,600	
Mobile Data Communications	26,400	
Travel Expense	4,610	
Training	59,130	
Tuition Reimbursement	3,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
Meetings and Conferences	14,817	
Reception and Meals	5,300	
Prisoner Care	4,490	
Animal Care	13,100	
Printing	14,085	
Legal and Classified Advertising	200	
Photography	1,200	
Microfilming	5,500	
Employee Health and Life	2,284,025	
Post Employment Benefits	303,500	
Employment Costs	7,200	
Maintain Machinery and Equipment	10,195	
Maintain Motor Vehicles	87,000	
Insurance Deductable	50,000	
Maintain Radios	35,180	
Maintain Camera Monitoring Systems	5,750	
Maintain Computer Equipment	13,500	
Maintain Mobile Data Equipment	2,500	
Machine Rental	5,100	
Maintain Website	300	
Software Licensing	162,251	
911 Software & Equipment Maintenance	25,665	
Towel and Laundry Service	1,000	
Dues and Subscriptions	14,502	
Service Contracts	51,144	
Service Contracts- Computer Equip	21,930	
Towing Service	2,025	
Investigative Services	14,000	
Medical Services	3,050	
Vehicle Licenses	3,000	
Employee Recognitions	7,500	
Office Supplies	27,450	
Confectionary Supplies	2,000	
Expendable Tools	500	
Gasoline	337,500	
Oil	4,500	
Miscellaneous Fuels	600	
Chemical Supplies	9,350	
Tires and Tubes	18,500	
Electrical Supplies	1,300	
Books/Manuals/Brochures	2,325	
Police Operating Supplies	34,720	
Uniforms	16,300	
Ammunition and Targets	22,505	
Body Armor	12,600	
Signs and Sign Materials	500	
Grant Expenditures	4,365	
	13,713,732	6,353,953

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

7. FIRE SUPPRESSION	BUDGETED (APPROPRIATED)	LEVY
Overtime	226,100	
Postage	939	
Telephone and Telegraph	55,000	
Wireless Fire Alarm	3,260	
Pagers	11,160	
Mobile Data Communications	4,560	
Training	13,500	
Training/Tuition	48,315	
Medical Exams/Physicals	1,000	
Meetings and Conferences	4,250	
Reception and Meals	2,250	
Printing	3,025	
Microfilm/Digital Imaging	3,000	
Liability Insurance	3,505	
Employee Health & Life	2,500	
Employment Costs	7,450	
Deferred Comp Contribution	157,560	
Disability Insurance	5,300	
Replace & Repair Furniture & Fixtures	20,000	
Repair Machinery & Equipment	14,000	
Repair Motor Vehicles	80,000	
Insurance Deductible	10,000	
Radio Maintenance	6,020	
Repair Camera/Monitoring Systems	1,000	
Repair Mobile Data Equipment	250	
Repair Tires & Tubes	12,000	
Repair & Maintenance Airpaks	50,925	
Equipment Rental	10,392	
Cart Expenses	1,000	
Software Licensing	35,925	
Towel & Laundry Service	500	
Dues & Subscriptions	7,821	
Service Contracts/Computer Equipment	1,014	
Testing Services	10,720	
Employee Recognitions	4,000	
Office Supplies	3,000	
Medical Supplies	5,500	
Expendable Tools	9,500	
Gasoline	18,750	
Oil	300	
Miscellaneous Fuels	400	
Diesel	46,000	
Chemical Supplies	1,000	
Hazardous Materials Supplies	2,500	
Janitorial Supplies	6,000	
Uniforms	55,000	
Other Operating Supplies	12,000	
Hose	10,000	
Airpack Masks	13,665	
Bunker Gear	55,000	
	1,056,856	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
8.	FIRE PREVENTION & INSPECTION		
	Salaries	424,900	375,000
	Overtime	23,600	
	Part Time Help	187,000	
	Postage	2,212	
	Telephone Communications	2,100	
	Mobile Data Communications	3,514	
	Travel Expense	450	
	Training	6,585	
	Tuition Reimbursement	4,800	
	Meetings and Conferences	500	
	Reception and Meals	2,400	
	Printing	4,500	
	Photography	200	
	Microfilm/Digital Imaging	2,000	
	Blueprinting and Mapping	1,000	
	Employee Health and Life	123,000	
	Repair Motor Vehicles	2,000	
	Repair Radios	250	
	Software Licensing	9,937	
	Dues and Subscriptions	2,522	
	Service Contracts	2,530	
	Employee Recognitions	1,000	
	Office Supplies	1,500	
	Gasoline	8,250	
	Oil	300	
	Pamphlets	1,000	
	Fire Safety/Ed Programs Supplies	5,000	
	CPR Supplies	2,719	
	Uniforms	3,400	
	Fire Investigations Supplies	1,000	
	Sign and Sign Material	100	
	Other Operating Supplies	750	
	Accreditation Expenses	4,850	
	Knox Box Maintainance	500	
		836,369	375,000
9.	ROAD AND BRIDGE DEPARTMENT		
	Salaries	1,556,400	1,350,000
	Overtime	225,000	
	Part Time Help	107,700	
	Postage	2,500	
	Telephone Communications	4,920	
	Pagers	2,000	
	Mobile Data Communication	1,620	
	Training	3,000	
	Meetings and Conferences	700	
	Reception and Meals	1,000	
	Vehicle Inspections	2,150	
	Printing	2,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
Advertising and Legal Notices	2,000	
Photography	400	
Blueprinting and Mapping	200	
Employee Health and Life	464,000	
Post Employment Benefits	48,700	
Employment Costs	500	
ICMA/PEBSCO	1,250	
Electricity	2,000	
Water & Sewer	9,900	
Utility Locating Service	1,875	
Maintenance Lift Station	5,000	
Drainage Maintenance	30,000	
Repair Machinery and Equipment	45,000	
Repair Motor Vehicles	40,000	
Insurance Deductible	50,000	
Maintain Radios	1,000	
Maintain Computers	500	
Machine Rental	6,000	
Duplicating Expenses	1,000	
Software Licensing	19,345	
Towel & Laundry Service	1,000	
Dues & Subscriptions	6,420	
Drug Testing	1,000	
Service Contracts	2,500	
Contract Snow Removal	229,600	
Other Contractual Services	281,000	
Rebillable Contract Services	4,000	
Engineering Services	80,000	
Vehicle License	500	
Soil Testing	6,000	
Contract Landscape Maintenance	251,000	
Landscaping Agreement-Frankfort Township	8,500	
Refuse Disposal	50,000	
Employee Recognitions	2,000	
Office Supplies	2,500	
Confectionary Supplies	1,300	
First Aid Supplies	500	
Expendable Tools	7,000	
Kerosene & LP Gas	200	
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	700	
Concrete and Masonry Supplies	20,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
Asphalt Road Oil and Tar	19,000	
Sewer Tile/Culvert Rel Supplies	12,500	
Salt for Ice Control	250,000	
Signs & Sign Material	40,000	
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	
	4,358,580	1,350,000

10. ELECTRICAL DEPARTMENT

Salaries	403,075	370,000
Overtime	30,000	
Part Time Help	41,750	
Telephone Communications	2,920	
Pagers	300	
Training	2,000	
Meetings and Conferences	100	
Reception and Meals	500	
Vehicle Inspections	1,100	
Printing	175	
Employee Health and Life	140,800	
Post Employment Benefits	17,300	
Employment Costs	500	
Electricity	251,000	
Utility Locating Services	2,000	
Maintain Machinery and Equipment	3,000	
Maintain Motor Vehicles	10,000	
Insurance Deductible	10,000	
Maintain Radios	1,500	
Machine Rental	500	
Duplicating Expenses	400	
Software Licensing	2,885	
Towel and Laundry Service	750	
Dues and Subscriptions	360	
Drug Testing	250	
Service Contracts	1,595	
Traffic Signal Maintenance	42,000	
Engineering	1,000	
Vehicle License	200	
Office Supplies	500	
Confectionary Supplies	500	
First Aid Supplies	200	
Expendable Tools	1,100	
Kerosene and LP Gas	50	
Gasoline	15,000	
Oil	1,800	
Diesel Fuel	8,000	
Chemical Supplies	100	
Tires and Tubes	1,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Electrical Supplies	65,500	
Books/Manuals/Brochures	700	
Uniforms	3,500	
Paint Supplies	1,500	
Landscaping Materials	500	
Welding Supplies	200	
Concrete and Masonry Supplies	1,000	
Hardware	200	
Safety Supplies	3,500	
Other Operating Supplies	700	
	1,073,510	370,000

11. MUNICIPAL BUILDINGS

Salaries	231,100	200,000
Overtime	28,000	
Part Time Help	37,100	
Telephone Communications	2,205	
Wireless Fire Alarm	810	
Mobile Data Communications	1,080	
Printing	100	
Legal Notices	2,500	
Employee Health and Life	54,000	
Post Employment Benefits	11,200	
Employment Costs	700	
Electricity	3,000	
Gas	37,000	
Water and Sewer	35,000	
Repair Buildings and Structures	21,000	
Custodial Services	60,000	
Maintain Machinery and Equipment	36,500	
Repair Fire Extinguishers	2,500	
Insurance Deductible	10,000	
Maintain Camera Monitoring Systems	2,000	
Software Licensing	3,835	
Drug Testing	300	
Phone System Maintenance	35,000	
Shooting Range Maintenance	24,150	
Contractual Services	40,000	
Engineering	10,000	
Inspection Fees	700	
Contract Landscape Maintenance	27,000	
Employee Recognition	1,000	
Office Supplies	1,000	
Flags/Banners	500	
Confectionary Supplies	500	
Expendable Tools	2,000	
Diesel Fuel	600	
Chemical Supplies	1,000	
Electrical Supplies	10,000	
Janitorial Supplies	18,000	
Uniforms	2,200	
Paint Supplies	1,500	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Plumbing Supplies	2,100	
Landscaping Materials	4,000	
Lumber Supplies	300	
Concrete	500	
Asphalt	500	
Hardware	1,500	
Other Operating Supplies	8,000	
Furniture Repair/Replacement	2,000	
	773,980	200,000

12. BUILDING INSPECTIONS

Salaries	496,100	410,000
Overtime	500	
Part Time Help	26,750	
Postage	2,160	
Telephone Communications	3,000	
Mobile Data Communications	3,000	
Travel Expense	1,000	
Training	4,000	
Meetings and Conferences	800	
Reception and Meals	1,000	
Printing	2,325	
Advertising/Legal/Classified	1,500	
Digital Imaging	5,000	
Employee Health & Life	156,500	
Post Employment Benefits	11,500	
Employment Costs	1,400	
Maintain Motor Vehicles	6,000	
Maintain Office Equipment	1,500	
Maintain Computer Equipment	300	
Software Licensing	8,245	
Towel & Laundry Service	300	
Dues and Subscriptions	1,360	
Service Contracts	900	
Engineering Services	17,000	
Architectural Fees	97,000	
Sprinkler Review Fees	15,000	
Elevator Inspections	17,000	
Employee Recognitions	500	
Office Supplies	3,500	
Medical Supplies	300	
Gasoline	11,250	
Books/Manuals/Brochures	640	
Uniforms	1,500	
Other Operating Supplies	1,500	
	900,330	410,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
13.	PLANNING DEPARTMENT		
	Salaries	239,350	210,000
	Part Time Help	61,650	
	Postage	1,000	
	Telephone Communications	1,600	
	Travel Expense	1,840	
	Training	1,920	
	Meeting and Conferences	4,000	
	Reception and Meals	1,000	
	Printing	5,000	
	Employee Health and Life	62,500	
	Employment Costs	500	
	Maintain Motor Vehicles	300	
	Maintain Office Equipment	500	
	Maintain Computer Equipment	500	
	Software Licensing	3,280	
	Dues and Subscriptions	3,842	
	Service Contracts	900	
	Engineering Services	25,000	
	Planning Services	25,000	
	Office Supplies	2,000	
	Medical Supplies	100	
	Gasoline	975	
	Books/Manuals/Brochures	300	
	Other Operating Supplies	1,750	
		444,807	210,000
14.	ECONOMIC DEVELOPMENT		
	Salaries	117,900	90,000
	Part Time Help	87,250	
	Postage	250	
	Telephone Communications	1,250	
	Travel Expenses	200	
	Meetings and Conferences	2,500	
	Receptions and Meals	1,200	
	Employee Health and Life	11,600	
	Employment Costs	150	
	Maintain Motor Vehicles	500	
	Software Licensing	2,325	
	Dues and Subscriptions	13,550	
	Service Contracts	500	
	Programs	13,200	
	Marketing	2,500	
	Office Supplies	500	
	Gasoline	1,650	
	Accreditation Expenses	3,500	
		260,525	90,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
15. MARKETING/COMMUNICATIONS		
Part Time Help	165,100	
Postage	3,000	
Telephone Communications	1,880	
Travel Expenses	2,000	
Meetings and Conferences	4,800	
Receptions and Meals	1,500	
Printing	23,000	
Maintain Equipment	6,980	
Website Maintenance Services	8,500	
Software Licensing	2,060	
Dues and Subscriptions	2,000	
Other Contractural Services	1,000	
Programs	141,300	
Municipal TV Station	13,000	
Tourism Programs	20,000	
Tourism Grant Programs	95,000	
Office Supplies	2,500	
Flags/Banners	9,600	
	503,220	0
16. BOARDS AND COMMISSIONS		
Civil Service Commission	39,500	
Environmental Commission	3,650	
Community Resources Commission	46,370	
Zoning Board of Appeals	3,250	
Long Range Planning Commission	11,225	
Veterans Commission	15,470	
Economic Commercial Commission	16,300	
Senior Bus	93,040	
Village Bus Services	58,325	
Historical Preservation Committee	12,125	
Term Limit Commision	20,000	
Senior Services	37,025	
Sister Cities	3,915	
	360,195	0
17. TRANSFERS TO CAPITAL IMPROVEMENT		
Transfer to Surtax Capital Improvement	1,655,000	
Transfer to Main Street Development Trust	154,380	
Transfer to Train Station O & M Fund	98,000	
	1,907,380	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
18.	ECONOMIC INCENTIVES		
	Sales Tax Reserve II Park Center	4,500	
	Sales Tax Reserve XVIII Ryan	551,000	
	Sales Tax Reserve XX OH	74,000	
	Sales Tax Reserve XXI Family H/S	50,000	
	Sales Tax Reserve - Panduit	21,000	
	Real Estate Tax Reserve - Panduit	75,000	
	Sales Tax Reserve - TEC	550,000	
	Sales Tax Reserve - International Subaru	45,000	
	Sales Tax Reserve - International Mini	18,000	
	Sales Tax Reserve - Steiner Electric	28,000	
	Sales Tax Reserve - Brookside Mkt II	175,000	
	Sales Tax Reserve - Apple Chevrolet	10,000	
		1,601,500	0
19.	CONTINGENCY		
	FUND FOR CONTINGENCY PURPOSES AS PROVIDED IN CHAPTER 24, SECTION 8-2-9.7	250,000	0
	Grand Total Budget for Corporate Purpose Levied From Tax for Gen. Corp	**32,575,068**	**10,878,953**
20.	MUNICIPAL BONDS AND INTEREST		
	Bond and Interest after abatement	350,000	350,000
21.	RETIREMENT BENEFITS		
	Social Security	1,115,030	950,000
	Illinois Municipal Retirement Fund (IMRF)	1,266,925	1,000,000
		2,381,955	1,950,000
22.	POLICE PENSION FUND		
	Police Pension Fund	1,920,000	2,051,476
23.	POLICE PROTECTION TAX		
	Salaries of Chief\Commanders\Sergeants of Police	1,420,000	1,123,591
24.	FIRE PROTECTION TAX		
	Paid on Call (Salaries)	2,925,225	2,050,000
		2,925,225	2,050,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
25.	EMERGENCY MANAGEMENT (ESDA/EMA)		
	Part Time Help	115,080	76,000
	Postage	200	
	Telephone Communications	4,800	
	Pagers	3,500	
	Mobile Data Communications	3,020	
	Travel Expense	900	
	Training	2,470	
	Tuition Reimbursement	13,320	
	Medical Exams/Drug Tests	500	
	Meetings and Conferences	2,450	
	Reception and Meals	3,000	
	Printing	500	
	Legal Notices	2,500	
	Employee Health & Life	14,025	
	Maintain Machinery and Equipment	3,600	
	Maintain Motor Vehicles	7,400	
	Maintain Radios	3,000	
	Maintain Computer Equipment	1,500	
	Maintain Sirens	6,500	
	Software Licensing	6,275	
	Dues and Subscriptions	765	
	Service Contracts	2,460	
	Contract Services	2,500	
	Emergency Disaster Plan	3,000	
	Weather Computer Service	2,000	
	Ambulance Service	606,000	600,000
	Marketing/Recruitment	3,000	
	Office Supplies	600	
	Gasoline	15,000	
	Public Information	1,500	
	Uniforms	3,600	
	Grant Program Expenses	0	
		834,965	676,000
26.	AUDIT EXPENSE		
	Auditing	35,500	25,000
27.	INSURANCE		
	Public Liability Insurance for Village	1,000,000	875,000
	Subtotal Village	43,442,713	19,980,020

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

28. FREE PUBLIC LIBRARY	*BUDGETED (APPROPRIATED)*	*LEVY*
Salary of Library Personnel	2,142,000	2,000,000
Postage	20,300	20,300
Telephone Communications	31,000	31,000
Wireless Fire Alarm	660	660
Telecommunications Expenses	3,000	3,000
Travel	1,800	1,800
Training	6,500	6,500
Meetings and Conferences	7,000	7,000
Reception & Meals	5,700	5,700
Bank Charges	1,000	1,000
Hospitalization Insurance	360,000	300,000
Unemployment Compensation	6,000	6,000
Employment Costs	1,000	1,000
Gasoline	15,000	15,000
Water and Sewer	3,400	3,400
SWAN	48,000	48,000
Website	4,000	4,000
Dues and Subscriptions	6,500	6,500
Book Processing Fees	15,000	15,000
I.L.L. and Copy Services	2,000	2,000
Contractural Services	10,000	10,000
Publicity/Public Information	41,000	41,000
Cultural Arts/Programs	19,500	19,500
Program/Young Adult	5,500	5,500
Program/Children	18,500	18,500
Accounting and Audit Service	8,500	8,500
Legal Services	2,500	2,500
Book Collection Service	1,000	1,000
Office Supplies	20,000	20,000
Library Supplies	15,000	15,000
Gasoline	4,400	4,400
Computer Software	37,100	37,100
Book Purchase-Children's	91,000	91,000
Book Purchase- Young Adult	12,000	12,000
Periodicals/Pamphlets	28,000	28,000
Adult Non-Fiction Books	64,000	64,000
Adult Non-Fiction Standing	5,000	5,000
Adult Fiction Books	63,500	63,500
Audio-Visual Materials-Adult	49,000	49,000
Audio-Visual Materials-Children's	31,000	31,000
Ereader Hardware	3,100	3,100
Ereader Downloads	17,000	17,000
Reference Books	5,000	5,000
Reference Standing Order	20,000	20,000
Information Services	142,500	142,500
Operating Supplies	20,000	20,000
Refunds	500	500
Vehicle Maintenance	20,000	20,000
Bookmobile Collections	40,000	40,000
Library Equipment	12,700	12,700
Furniture & Fixtures	80,550	80,550
Computer Equipment	85,000	60,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
First Aid Kits	2,500	2,500
Alarm System	20,800	20,800
HVAC Equipment	41,000	41,000
Painting	7,000	7,000
Carpeting	27,000	27,000
Bond Fees	500	500
Transfer to Library Capital Improvement	560,000	560,000
Contingency	12,000	12,000
LEVIED FOR THE FOREGOING EXPENSES OF MAINTAINING A FREE PUBLIC LIBRARY	4,323,510	4,096,510

29. LIBRARY BUILDING AND SITES

Maintenance of Library Equipment	35,000	35,000
Maintenance of Building Equipment	36,500	36,500
Maintenance of Library Building	45,500	45,500
Maintenance of Library Grounds	294,850	242,864
Maintenance of Computer Equipment	116,720	91,720
	528,570	451,584

30. LIBRARY SPECIAL LEVY ITEMS

Social Security	162,350	137,350
Participation in Illinois Municipal Retirement Fund	275,000	250,000
Public Liability Insurance	110,000	100,000
Bond and Interest after abatement	530,000	526,500
	1,077,350	1,013,850
Total Library	5,929,430	5,561,944

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
31.	MOTOR FUEL TAX		
	Engineering Services	337,748	
	Sidewalk Repair/Replacement	10,000	
	Overlay Program	2,666,000	
		3,013,748	0
32.	LOCAL ROAD IMPROVEMENTS		
	Postage	9,100	
	Printing	8,500	
	Items for resale (vehicle stickers)	9,900	
	Overlay Program	1,040,000	
		1,067,500	0
33.	CUSTOM SEIZURE FUND		
	Uniforms	1,500	
	Computer Equipment	50,500	
	Radar	3,600	
	Automobiles	280,300	
	Stun Guns	800	
	CCTV Equipment	3,767	
		340,467	0
34.	DRUG ENFORCEMENT FUND		
	Training	7,000	
	Contractural Services	8,000	
		15,000	0
35.	ENHANCED 911 SERVICE FUND		
	Salaries	219,800	
	Overtime	41,000	
	Mobile Data Communications	920	
	Employee Health and Life	41,800	
	FICA	20,000	
	IMRF	37,600	
	Service Contracts Computer Equipment	6,960	
	Ameritech 911	68,305	
		436,385	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
36.	HOTEL/MOTEL TAX FUND		
	Electricity	950	
	Audit Services	15,000	
	Consultant Services and Studies	10,000	
	Sign & Sign Material	57,330	
	CSCVB Tax Alloc. (.95%)	186,000	
	Transfer to Hotel Debt Service	407,000	
	Transfer to Main Street	3,000	
	Transfer to General	495,220	
		1,174,500	0
37.	FIRE ALARM FUND		
	Salaries	8,400	
	Part Time Help	31,850	
	Postage	1,280	
	Telephone	800	
	Mobile Data Communications	960	
	Training	2,500	
	Printing	1,500	
	Bank Charges	150	
	FICA	3,080	
	IMRF	5,800	
	Maintain Vehicles	1,500	
	Maintain Radios	29,750	
	Maintian Head End Equipment	165,000	
	Maintain Computer Equipment	3,500	
	Maintain Mobile Data Equipment	1,000	
	Software Licensing	7,390	
	Dues & Subscriptions	250	
	Service Contracts	42,000	
	Fire Alarm Radio Installation	22,500	
	Legal	3,000	
	Office Supplies	500	
	Gasoline	1,220	
	Uniforms	500	
	Computer Equipment	3,000	
	Radio and Communication Equipment	56,500	
		393,930	0
38.	COMMUNITY DEVELOPMENT BLOCK GRANTS		
	Project 95-076 Contract	3,999	
		3,999	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
39.	OAK PARK AVENUE TIF DISTRICT (#1)		
	Conv Center Facilities Maint Fee	675,000	
	Other Contract Services	10,000	
	Engineering	30,000	
	Audit Services	5,000	
	Legal Services	15,000	
	Marketing & Promotion	10,000	
	TIF Qualified Expense	10,000	
	Convention Center	379,100	
	Bond Fees	1,000	
	Transfer to Debt Service Fund	2,776,216	
		3,911,316	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	
	Bridge Repairs	135,672	
		195,672	0
41.	Main Street South TIF District (#3)		
	Contract Services	25,000	
	Engineering	50,000	
	Audit Services	5,000	
	Consultant Services and Studies	25,000	
	Legal	20,000	
	Marketing	10,000	
	Transfer to Debt Service	10,017	
		145,017	0
42.	SPECIAL SERVICE AREA #3		
	Refunds	73,757	
	Transfer to General Fund	203,846	
		277,603	0
43.	HOTEL TAX DEBT SERVICE RESERVE		
	2010 Debt Service	373,129	
	Bond Fees	500	
		373,629	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

44. CAPITAL IMPROVEMENT REPAIR AND REPLACEMENT FUND	*BUDGETED (APPROPRIATED)*	*LEVY*
Salary Reserve	1,891,000	
Canine Team	7,800	
Microfilm/Digital Imaging	68,000	
Insurance Reserve	706,000	
Computer Programming	114,203	
Roadway Improvement Engineering	486,612	
Architectural Services	25,000	
Landscape Architect	26,130	
Electrical Supplies	291,961	
Uniforms	6,390	
Signs	120,705	
Exercise Equipment	10,893	
Furniture	53,667	
Multimedia Equipment	14,296	
Fire Dept Educational Matter	15,075	
Computer	247,201	
Copier	4,980	
Computer Equipment	46,935	
Electronic Timekeeping	20,000	
First Aid Kits	7,000	
Portable Radios	13,380	
Radio Communications Equipment	126,865	
Computer Software	83,289	
Lightbar	30,000	
Gunholders	4,000	
Finance Software	231,000	
Emergency Notification	71,000	
Automobiles	151,925	
Trucks	243,400	
Dump Truck	59,700	
Pickup Truck	69,400	
Aerial Ladder Replace	425,000	
Brush Chipper	65,000	
Vehicle Testing Equipment	11,000	
Pressure Wash	14,700	
Chloride Disp Tank	15,500	
Camera	73,215	
Helmuts	3,150	
Arrow Board	13,000	
Hurst Tool	60,622	
Carpeting	62,700	
HVAC Equipment	95,062	
Shelving	2,585	
Boiler/Water Heater	187,000	
Roof Repairs	192,875	
Painting	33,394	
Bathroom Remodel	148,000	
Air Conditioning	21,294	
Caboose/Train Station	5,000	
Driveway Replacement	7,600	
Village Hall Remodel	6,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Arterial Sidewalks	45,500	
Bridge Repair	188,000	
Crack Seal Program	150,000	
Street Lighting	3,500	
Utility Bury/Relocate	200,000	
Fencing	10,750	
Parking Lot Repair	680,500	
Peripheral Roads	626,000	
Contract Roadway Improvement	1,150	
Communication Infrastructure Plan	209,390	
Property Acquisition	651,400	
Economic Incent Reserve	263,450	
	9,720,144	0
45. TAX (BOND) STABILIZATION		
Bond (Trustee) Administration Fees	250	
Transfer to Debt Service	263,031	
	263,281	0
46. SURTAX CAPITAL PROJECTS		
Traffic Signals	465,000	
Landscape enhancements	124,392	
Water Main Construction	150,000	
Contract Roadway Imporvements	107,500	
CAD	400,000	
Historic Site Acquisition	100,000	
Property Acquisition	465,000	
Municipal Building Reserve	1,668,500	
Debt Service 2010	399,752	
Debt Service 2003 GO Library	150,000	
Debt Service 2004 GO	140,580	
Debt Service 2009 GO Refunding	105,375	
	4,276,099	0
47. MUNICIPAL REAL ESTATE FUND		
LAND ACQUISITION	30,000	
48. MAIN STREET DEVELOPMENT TRUST		
Part Time Help	18,400	
Postage	1,800	
Meetings and Conferences	250	
Receptions and Meals	1,800	
Printing/Newsletters	2,500	
Employee Health	60	
FICA	1,420	
Dues and Subscriptions	250	
Main Street Programs	106,400	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Promotional Advertising	16,000	
Marketing	49,000	
Façade Improvement program	22,500	
	220,380	0

49. FOREIGN FIRE INSURANCE TAX FUND

Maintenance	67,800	
Office Supplies	4,500	
Safety Supplies	47,060	
Fire Dept Tools/Equipment	18,000	
	137,360	0

50. WATER/SEWER DEPARTMENT MAINTENANCE AND OPERATION

Salaries	1,615,675
Overtime	183,400
Part Time Help	197,600
Postage	52,750
Telephone Communications	34,300
Wireless Fire Alarm	1,620
Pagers	1,020
Mobile Data Communications	2,880
Training	2,700
Medical Exam/Drug Tests	600
Meetiings and Conferences	1,775
Reception and Meals	1,500
Vehicle Inspection	600
Printing	50,500
Bank Charges	25,200
Legal Notices and Advertising	7,350
Photography	250
Liability Insurance	170,000
Employee Health and Life	508,300
Post Employment Benefits	54,500
Employment Costs	700
ICMA/PEBSCO Def. Inc. Program	1,250
FICA	155,450
IMRF	276,700
Electricity	224,000
Gas	3,000
Leak Location Survey	27,550
Maintain Buildings and Structures	32,700
Maintenance Lift Station	25,000
Maintain Pump Station	46,980
Maintain Machinery and Equipment	30,000
Maintain Motor Vehicles	30,000
Insurance Deductible	20,000
Radio Maintenance	1,000
Maintain Camera Monitoring Systems	5,000
Maintain Computer Equipment	1,000

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
Metra San/Storm Easement	5,935	
Machine Rental	64,710	
Duplicating Expenses	1,000	
Contract Labor Tech	91,123	
Software Licensing	25,205	
Towel and Laundry Service	800	
Dues and Subscriptions	1,952	
Meter Testing	25,000	
Emergency Water/Sewer Repairs	40,000	
Service Contracts	25,592	
Service Contracts/Computer Equipment	2,700	
Other Contractural Services	283,212	
Engineering Services	290,000	
Audit Services	22,000	
Legal Services	1,000	
Water Tank Inspection	12,000	
Vehicle Licenses	500	
Laboratory Fees	16,600	
Soil Testing	5,000	
Contract Landscape Maintenance	14,500	
Office Supplies	3,500	
Confectionary Supplies	1,500	
First Aid Supplies	500	
Oak Lawn Water Purchase	11,569,500	
Oak Lawn D/S Phase I Improvements	118,686	
Oak Lawn D/S 2006 Imp	107,704	
Sewer Service - IL American Water	505,000	
MSDG Sewer Agreement Payment	702,000	
Frankfort Sewer Service	245,000	
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	1,200	
Books/Manuals/Brochures	750	
Uniforms	11,100	
Paint Supplies	4,000	
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	15,000	
Sewer Tile Culvert	15,000	
SSES Sewer Lining	250,000	
SSES Manhole Rehab	125,000	
Signs and Sign Material	2,000	
Hardware	5,000	

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

	BUDGETED (APPROPRIATED)	LEVY
Safety Supplies	4,000	
Sand, Gravel and Rock	20,000	
Other Operating Supplies	2,000	
Photo Copy Machine	22,000	
Computer Equipment	11,025	
Electronic Timekeeping	15,000	
Water Meters	99,990	
Van	22,700	
Trucks	15,000	
Backhoe	122,300	
Root Cutter	12,500	
Hydrants	40,000	
GIS	59,127	
2004 GO Bond Abatement	358,941	
2009 GO Bond Abatement	364,690	
2010 GO Bond Abatement	133,251	
Bond Administrative Fees	500	
	19,973,843	0
51. SEWER REHAB & REPLACEMENT		
Engineering	28,000	
Sanitary Sewer	540,000	
Manhole Maintenance	125,000	
Lift Station Modification	325,000	
	1,018,000	0
52. WATER & SEWER CONSTRUCTION		
Water Supply System Improvement	848,000	
Watermain Replacement	1,149,750	
Parking Lot Repair	45,000	
Bond Fees	600	
Debt Service 2000 Bonds	96,973	
	2,140,323	0
53. STORM WATER MANAGEMENT		
Retention Pond Maintenance	85,215	
Metra Easements	3,478	
Engineering	175,000	
License & Permits	1,000	
Storm Sewers	75,000	
Culvert Lining	200,000	
2004 GO Bond Abatement	214,080	
2010 GO Bond Abatement	16,673	
Bond Fees	250	
	770,696	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

		BUDGETED (APPROPRIATED)	LEVY
54.	WATER RESERVOIR FUND		
	Developer Impact	0	
55.	COMMUTER PARKING LOT		
	Salaries	263,500	
	Overtime	19,000	
	Part Time Help	23,500	
	Telephone Comunications	1,100	
	Printing	7,400	
	Bank Charges	750	
	Liability Insurance	17,000	
	Employee Health and Life	92,000	
	FICA	20,200	
	IMRF	31,600	
	Electricity	6,400	
	Water and Sewer	3,000	
	Maintain Machinery and Equipment	2,000	
	Insurance Deductible	10,000	
	Land Rental	14,402	
	Snow Removal Service	110,000	
	Maintain Traffic Signals	6,000	
	Other Contractual Services	1,000	
	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	
		687,102	0
56.	COMMUTER PARKING LOT REHAB & REPLACE		
	Fiber Optic Cabling	50,000	
	Park Lot Repair/Resurface	168,000	
	Striping	100,000	
		318,000	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS

TAX LEVY 2013

57. TRAIN STATIONS O&M FUND	*BUDGETED (APPROPRIATED)*	*LEVY*
Wireless Fire Alarm	1,950	
Electricity	38,000	
Gas	8,000	
Water and Sewer	2,000	
Maintain Building	15,200	
Repair & Maintain Pavers/Walkways	5,000	
Cleaning Services	11,400	
Maintain Machinery and Equipment	8,000	
Repai & Maintain Cameras	10,000	
Other Contractural Services	13,000	
Inspection	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	
	122,000	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2013

RECAPITULATION	BUDGETED (APPROPRIATED)	LEVY
TOTAL GENERAL CORPORATE PURPOSE	32,575,068	10,878,953
BONDS and INTEREST net of ABATEMENTS	350,000	350,000
SOCIAL SECURITY	1,115,030	950,000
ILLINOIS MUNICIPAL RETIREMENT FUND	1,266,925	1,000,000
POLICE PENSION	1,920,000	2,051,476
POLICE PROTECTION TAX	1,420,000	1,123,591
FIRE PROTECTION TAX	2,925,225	2,050,000
EMERGENCY MANAGEMENT (ESDA/EMA)	834,965	676,000
AUDIT EXPENSE	35,500	25,000
INSURANCE	1,000,000	875,000
MOTOR FUEL TAX FUND	3,013,748	0
LOCAL ROAD IMPROVEMENTS	1,067,500	0
CUSTOM SEIZURES FUND	340,467	0
DRUG ENFORCEMENT FUND	15,000	0
ENHANCED 911 SERVICE FUND	436,385	0
HOTEL/MOTEL TAX FUND	1,174,500	0
HOTEL TAX DEBT SERVICE RESERVE	373,629	0
FIRE ALARM FUND	393,930	0
COMMUNITY DEVELOPMENT BLOCK GRANTS	3,999	0
OAK PARK AVENUE TIF DISTRICT (#1)	3,911,316	0
MAIN STREET NORTH TIF DISTRICT (#2)	195,672	0
MAIN STREET SOUTH TIF DISTRICT (#3)	145,017	0
SPECIAL SERVICE AREA (#3)	277,603	0
CAPITAL IMPROVE. & REPLACE. FUND	9,720,144	0
TAX (BOND) STABILIZATION FUND	263,281	0
SURTAX CAPITAL PROJECTS FUND	4,276,099	0
MUNICIPAL REAL ESTATE FUND	30,000	0
MAIN STREET DEVELOPMENT TRUST	220,380	0
FOREIGN FIRE INSURANCE TAX FUND	137,360	0
WATER & SEWER M&O FUND	19,973,843	0
SEWER REHAB & REPLACEMENT FUND	1,018,000	0
WATER & SEWER CONSTRUCTION FUND	2,140,323	0
STORM WATER MANAGEMENT	770,696	0
WATER RESERVOIR FUND	0	0

APPENDIX "A"

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES ILLINOIS
TAX LEVY 2013

	BUDGETED (APPROPRIATED)	*LEVY*
COMMUTER PARKING FUND	687,102	0
COMMUTER PARKING REHAB & REPLACE.	318,000	0
TRAIN STATION O&M FUND	122,000	0
TOTAL - VILLAGE OF TINLEY PARK	94,468,707	19,980,020
FREE PUBLIC LIBRARY	4,323,510	4,096,510
BUILDING & SITES - LIBRARY	528,570	451,584
SOCIAL SECURITY - LIBRARY	162,350	137,350
ILLINOIS MUNICIPAL RETIREMENT FUND	275,000	250,000
PUBLIC LIABILITY INSURANCE	110,000	100,000
BOND AND INTEREST after ABATEMENT	530,000	526,500
TOTAL - TINLEY PARK PUBLIC LIBRARY	5,929,430	5,561,944
TOTAL - TINLEY PARK AGENCIES	100,398,137	25,541,964

ORDINANCE NUMBER 2013-O-049

AN ORDINANCE ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED APRIL 10, 2008 IN CONNECTION WITH THE ISSUANCE OF $5,005,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2008, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

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

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be $602,400 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 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 $602,400 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, 2014, and that portion of the Bond Order which provides for a 2013 tax levy to meet the requirements to pay $604,400 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 2013 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 _____day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2013, by the President of the Village of Tinley Park.

_____

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____

PATRICK E. REA
VILLAGE CLERK

ORDINANCE NUMBER 2013-O-050

AN ORDINANCE ABATING A PORTION OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF $10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

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

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

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be $612,745 to be derived from the Village's Water and Sewer Revenue Fund ($318,843.20), Tax/Bond Stabilization Fund ($185,964.30), and Surtax Capital Projects Fund ($107,937.50); 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 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 $612,745, 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, 2014, and that portion of the Bond Order which provides for a 2013 tax levy to meet the requirements to pay $962,745 for principal and interest on said bonds be and the same is hereby reduced in the amount of $612,745, leaving a 2013 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 2013 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 _____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2013, by the President of the Village of Tinley Park.

_____

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____

PATRICK E. REA
VILLAGE CLERK

ORDINANCE NUMBER 2013-O-051

AN ORDINANCE ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED DECEMBER 16, 2009 IN CONNECTION WITH THE ISSUANCE OF $16,380,000 TAXABLE GENERAL OBLIGATION BONDS SERIES 2009A (BUILD AMERICA BONDS - DIRECT PAYMENT) OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be $104,249.24 to be derived from the United States Treasury as a Credit Payment of 35% of the 2014 annual interest on aforesaid Build America bonds; and

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be $2,473,605.76 to be derived from the Village's Oak Park Avenue Tax Increment Financing District Fund; and

WHEREAS, any shortfall in the aforesaid Credit Payment expected 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 $2,577,855, 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, 2014, and that portion of the Bond Order which provides for a 2013 tax levy to meet the requirements to pay $2,577,855 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 2013 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 _____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2013, by the President of the Village of Tinley Park.

_____

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____

ORDINANCE NO. 2013-O-052

AN ORDINANCE ABATING A PORTION OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF $5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.

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

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

WHEREAS, on August 16, 2011, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of $5,940,000 General Obligation Refunding Bonds, Series 2011 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordianance 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 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 $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, 2014, and that portion of the Bond Order which provides for a 2013 tax levy to meet the requirements to pay $676,500 for principal and interest on said bonds be and the same is hereby abated and reduced in the amount of $150,000 leaving a 2013 levy in the amount of $526,500 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 2013 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 _____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this_____day of _____, 2013, by the President of the Village of Tinley Park.

_____

EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____

PATRICK E. REA
VILLAGE CLERK

ORDINANCE NUMBER 2013-O-053

AN ORDINANCE ABATING ALL OF THE 2013 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JANUARY 26, 2012 IN CONNECTION WITH THE ISSUANCE OF $5,235,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

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

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

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

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

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

WHEREAS, 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 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 $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, 2014, and that portion of the Bond Order which provides for a 2013 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 2013 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 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 _____ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____da y of _____, 2013, by the President of the Village of Tinley Park.

_____
EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____
PATRICK E. REA
VILLAGE CLERK

ORDINANCE NUMBER 2013-O-054

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

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

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

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

WHEREAS, there is available to the Village of Tinley Park a sum estimated to be $369,040.00 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 $553,560.00 to be derived from the Village's Surtax Capital Projects Fund ($395,371.00), Water and Sewer Revenue Fund ($131,793.41), Stormwater Management Fund ($16,486.87), and Main Street South Tax Increment finance District fund ($9,908.72); 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 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 $922,600.00, 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, 2014, and that portion of the Bond Order which provides for a 2013 tax levy to meet the requirements to pay $922,600.00 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 2013 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 ___ day of _____, 2013, by the Corporate Authorities of the Village of Tinley Park as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____day of _____, 2013, by the President of the Village of Tinley Park.

_____
EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____
PATRICK E. REA
VILLAGE CLERK

MEMORANDUM

DATE: December 5, 2013

TO: Mayor Edward J. Zabrocki
Village Clerk
Village Trustees

FROM: Scott R. Niehaus
Village Manager

SUBJECT: **Video Gaming**

At the request of Mayor Zabrocki, Village staff has done some research on the implementation of some Vide gaming in nearby communities and the Chicago region. Provided below is some basic information obtained by Village Staff:

The Video Gaming Act – A video gaming terminal is any electronic game machine that, upon insertion of cash, is available to simulate the play of video games such as poker or blackjack in which the player may receive free games or credits that can be redeemed for cash. These terminals would only be allowed in licensed retail establishments where alcoholic beverages is served for consumption on premises. This includes restaurants and bars as well as fraternal organizations. The following restrictions would apply to the operation of the video gaming terminals:

- *Location* – Video gaming terminals may not be operated within 1000 feet of a horse racing or riverboat gambling facility or within 100 feet of a school or place of worship;
- *Number of Machines* –No more than 5 machines on any premises
- *Location of Machines* – Must be located in an area that is restricted to persons over 21 years of age and in view of at least one employee
- *Age Restriction* – No one under the age of 21 is permitted to play at a video gaming terminal
- *Hours of Operation* – Video gaming terminals can only be operated during the normal hours of operation of the establishment where they are located

In addition, video gaming terminals are allowed at truck stops over 3 acres in size. This does not apply to any location in Tinley Park.

License Fees - A list summarizing the fee structure for fifteen (15) communities in the region that have adopted video gaming ordinances. The majority of non-home rule communities charge $25 which is the most that they are allowed per statute. However, other communities such as Midlothian and Oak Forest, charge up to $500 per machine. The highest annual charge per machine is located in Oak Brook Terrace and Berwyn at a rate of $1,000;

Revenue Distribution – Per State law, the revenue breakdown for video gaming is as follows:

Business Owner	35%
Terminal/Machine Vendor	35%
State of Illinois	25%
Local Government	5%

Average Revenues Per Machine - The Department of Revenue provides a monthly summary on all video gaming terminals in the State. Summary information for the entire State as well as nearby communities on a **per machine** basis is as follows:

	# of Terminals	Avg to Municipality	Avg to Bar Owner
State of Illinois	11,105	$153.11	$1,071.77
Oak Forest	42	$258.93	$1,812.51
Oaklawn	94	$214.50	$1,501.50
Orland Hills	20	$254.20	$1,779.40

Liquor Establishments –There are a total of 53 liquor establishments in Tinley Park that allow the sale of alcohol on premises (see attached memo). However, it would not be anticipated that all of those establishments would pursue video gaming terminals for various reasons. For example, restaurants that are national chains are likely to have franchise agreements would prohibit them from allowing gaming on the property or other establishments may simply not have the room to accommodate the mandated location requirements of the State.

Revenue Estimate - Provided below are potential annual revenue scenarios for the Village the data assumes that only 20 of the 53 establishments that are eligible would pursue video gaming terminals. In addition, the license fee is projected at $1,000 per machine with a conservative estimate on per machine revenue of $175.

Scenario #1 - 3 machines per establishment	+	**$ 1,000 permit**		
60 machines x $175/month x 12 months	+	$ 60,000 permits	=	$186,000
* $44,100 annual revenue per establishment				
Scenario #2 - 4 machines per establishment	+	**$ 1,000 permit**		
80 machines x $175/month x 12 months	+	$ 80,000 permits	=	$248,000
* $58,800 annual revenue per establishment				
Scenario #3 – 5 machines per establishment	+	**$ 1,000 permit**		
100 machines x $175/month x 12 months	+	$100,000 permits	=	$310,000
* $73,500 annual revenue per establishment				

Police Issues – Since the adoption of video gaming over a year ago, a number of local communities have implemented the program. Chief Neubauer has contacted the Police Departments in nearby towns and reports that there have been no major issues identified. A memo from the Chief is attached. In addition, with regard to the licensing of terminal vendors, this responsibility would not fall under the Village. Per the Village Attorney, the Illinois Gaming Board is responsible for doing all background check and licensing of video game terminal owners.

Local Ordinance – The Village currently has an ordinance which does not allow gambling devices in town. This ordinance would have to be amended in order to allow video gaming to occur. A draft ordinance is attached for discussion purposes only.

I trust that this responds to your request for research. Please let me know if you are in need of any additional information.

SRN:jc
Attachments

Video Gaming Permit Fees

Name of Municipality	Contact Information	Name/Office of Individual Contacted	Notes
Berwyn	708-788-2660	Tony Perry (Extension 3240), responsible for Video Gaming Licensing	$1,000 annually per machine
Blue Island	708-597-8603	City Clerk's Office	They Charge $25 for an emblem (required yearly for each machine) non-home rule
Brookfield	708-485-1114	Theresa Coady, Assistant to the Village Manager	It costs $25 per machine to be a licensed terminal operator, and an additional $25 to be a licensed video gaming location (both annually)
Channahon	815-467-6644	Letty Anselme, Deputy Village Clerk	$100 annually per machine
Chicago Ridge	708-425-7700	Village Clerk's Office	Initial $100 per machine, and an annual $250 per location
Coal City	815-634-8608	Village Clerk's Office	$25 annually per machine – each location has a limit of 5 machines
Decatur	217-424-2700	Licensing Department	$20 annually per machine, after a location has over 20 machines, the price is lowered to $15 per machine annually. Stickers are placed on the machines as of this year to help track registration

Joliet	815-724-3901	City Clerk's Office	$50 annually per machine
Mattoon	217-235-5654	City Clerk's Office	$25 annually per machine
Midlothian	708-389-0200	Maureen, Village Clerk's Office	$500 annually per machine, except the VFW – no charge
Oakbrook Terrace	630-941-8300	Amy, Extension 312	$1,000 annually per machine, each establishment pays an additional $100 annually
Oak Forest	708-687-4050	City Clerk's Office	$500 annually per machine
Oak Lawn	708-636-4400	Village Clerk	Currently no ordinance, but it is allowed in the Village – they are looking into creating an ordinance
Orland Hills	708-349-6865	Village manager's Office	$25 per machine annually – non-home rule
Richton Park	708-481-8950	Building Department	$75 annually per machine as an amusement permit – video gaming is not a separate category

** Note: Non-home rule communities are capped at $25 per machine annually

MEMORANDUM

TO: Mayor Edward J. Zabrocki

Trustee David G. Seaman
Chair – Finance and Economic Development Committee

FROM: Scott R. Niehaus
Village Manager

DATE: November 27, 2013

SUBJECT: Liquor Licenses issued by the Village for Consumption on premises ONLY

Class A

Shall authorize the retail sale of alcoholic liquor by the drink only on the premises designated therein for consumption on such premises or the retail sale of alcoholic liquor to be consumed off the premises, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container, Drive-in sales are prohibited.

Aerial's Bar and Grill	Ashford House	Asia Palace
Aurelios	Baileys	Boston Pizza
Buffalo Wild Winges	Burrito Jalesco	Centennial Bowling Lanes
Chipolte Mexican Grill	Cottage Bar and Grill	Cuzins
Durbins	Ed & Joe's Restaurant	Fajita Mexican Restaurant
Frankie's Ristorante	Gattos	Hamada of Japan
Intimo	Isabella Restaurant	J. W. Hollstein's Saloon
Luby's Restaurant	Odyssey Golf Academy	Odyssey Golf Club (Sweets Bar)
Old Tinley Pub and Eatery	Parmesan's Station	Rocco's Little Italy
Sanfrantello's	Teehan's	Texas Road House
Tin Fish	Tinley Bowling Lanes	Tinley Garden Inn (Hilton Gardens)
TGI Fridays	Tinley Park Convention Center	Tinley Park Holiday Inn (Bananas)
Tribes Alehouse and Grill	Vito and Nicks	

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Class C & CC

Shall authorize the retail sale of alcoholic liquor on the premises designated therein, solely for the consumption on the premises by a club as defined. Drive-in or drive-up sales are prohibited. The holder of a Class C License may, in addition, obtain a CC license shall be subject to all regulations relative to holders of Class C licenses may on one day of each week engage in the retail sale of alcoholic liquor to the general public for consumption on the premises designated. Drive-in or drive-up sales are prohibited.

American Legion	Eiche Turner	Harald Viking Club	VFW Post 2791

4

Class D

Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be retracted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booths only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the licensee's liquor license.

Lin Tian Family, Inc.	Little Joe's	Los 3 Burrito #2	Olympic Star	Pepe's

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Class E

Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booth only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the license application.

Chuck E. Cheese	Dragon Palace	Nick's Rib Place	Odyssey Fun World
Pai Thai, Inc.	Portillos		

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Tinley Park
ILLINOIS

Interoffice Memorandum

Police Department

Date: December 2, 2013

To: Trustee Maher

From: Chief Neubauer

Subject: Video Gaming

In the past year, I have taken several opportunities to talk to chiefs in other communities about their experiences with video gaming. Although, I did not keep a comprehensive list of the communities, none of the chiefs reported any law enforcement issues with video gaming. No chief could relate any robberies, thefts, frauds, or disturbances related to video gaming. Many chiefs related that the gaming has been financially good for their villages.

The Illinois State Police has hired several officers to become gaming agents. These agents investigate the license applicants and also those companies involved in providing games. I am acquainted with several of these agents, and I have been impressed with the thoroughness of the regulations for video gaming.

At this point, I have no law enforcement basis to oppose video gaming.

c Mayor Zabrocki
Village Manager Niehaus

CONFIDENTIAL ATTORNEY-CLIENT MEMORANDUM

To: Scott Niehaus, Village Manager
From: Thomas Melody, Village Attorney
Subject: Video Gaming Licensing and Background Checks
Date: November 4, 2013

You asked me recently who would have primary responsibility for doing background checks and licensing operators of video game terminals, in the event that the Village elected to repeal its prohibition and allow video gaming. The answer is that this is done by the Illinois Gaming Board (the "Board"). The Board has jurisdiction over the regulation of video gaming and has implemented a number of administrative rules and regulations.[1] These are summarized below.

Duties Imposed on Illinois Gaming Board

The Board is responsible for reviewing and issuing distributor, manufacturer, supplier, and terminal operator licenses. Pursuant to the Act, each person seeking and possessing a license as a video gaming terminal manufacturer, distributor, supplier, operator, handler, licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment is required to submit to a background investigation conducted by the Board with the assistance of the State Police or other law enforcement.[2] The background investigation shall include each beneficiary of a trust, each partner of a partnership, and each director and officer and all stockholders of 5% or more in a parent or subsidiary corporation of a video gaming terminal manufacturer, distributor, supplier, operator, or licensed establishment, licensed truck stop establishment, licensed fraternal establishment, or licensed veterans establishment.[3] The Board may only issue a license after it completes this background investigation and determines that the applicant is suitable for licensure.[4] If an applicant is denied a license, the applicant may not reapply for a license within one year from the date on which the final order of denial was voted upon by the Board, without leave of the Board.[5] In addition to completing a background investigation, the Board may issue a license only after it is satisfied that the applicant is:

1) A person of good character, honesty and integrity;

2) A person whose background, including criminal record, reputation and associations, is not injurious to the public health, safety, morals, good order and general welfare of the people of the State of Illinois;

3) A person whose background, including criminal record, reputation and associations, does not discredit or tend to discredit the Illinois gaming industry or the State of Illinois;

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[1] 11 Ill.Admin. Code pt. 1800.
[2] 230 ILCS 40/45(b)
[3] *Id.*
[4] 1800.560.
[5] *Id.*

4) A person whose background, including criminal record, reputation, habits, social or business associations does not adversely affect public confidence and trust in gaming or pose a threat to the public interests of the State or to the security and integrity of video gaming;

5) A person who does not create or enhance the dangers of unsuitable, unfair or illegal practices, methods and activities in the conduct of video gaming;

6) A person who does not present questionable business practices and financial arrangements incidental to the conduct of video gaming activities or otherwise;

7) A person who, either individually or through employees, demonstrates business ability and experience to establish, operate and maintain a business for the type of license for which application is made;

8) A person who does not associate with, either socially or in business affairs, or employ persons of notorious or unsavory reputation or who have extensive police records, or who have failed to cooperate with any officially constituted investigatory or administrative body; and

9) A person who has not had a gaming license revoked in any other jurisdiction.[6]

Notwithstanding these general requirements, the Board may not grant a video terminal operator license until it is satisfied that the applicant (1) is a person who demonstrates adequate financing for the business proposed, after considering whether any financing is from a source that meets the above referenced qualifications and is in an amount sufficient to ensure the likelihood of success in the performance of the licensee's duties and responsibilities and (2) has disclosed all persons with significant influence or control over the applicant or licensee.[7] Finally, the Board is prohibited from granting a license to a person who has facilitated, enabled or participated in the use of coin-operated amusement devices for gambling purposes on or after December 16, 2009, or who is under the significant influence or control of such a person.[8] However, the Board has discretion not to grant a license to a person who, before December 16, 2009, has facilitated, enabled or participated in the use of coin-operated amusement devices for gambling purposes, or who is under the significant influence or control of such a person.[9]

The Board may only renew a license upon receipt of the applicable renewal fee and any renewal forms provided by the Board, illustrating that the licensee continues to meet all qualifications for licensure set forth in the Act and the regulations.[10]

Duties Imposed on Licensee or Applicant for Licensure

Each video gaming licensee and applicant for licensure under the Act has an ongoing duty to comply with the following:

a) Comply with all federal, State and local laws and regulations;

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[6] 1800.420.
[7] *Id.*
[8] *Id.*
[9] *Id.*
[10] 1800.570.

b) At all times, conduct himself in a professional manner when communicating with the public and the Board;

c) Disclose all ownership interest to the Board in accordance with the Video Gaming Act and this Part;

d) Conduct the licensee's video gaming operation in a manner that does not pose a threat to the public health, safety, morals, good order or general welfare of the people of the State of Illinois;

e) Conduct the licensee's video gaming operation in a manner that does not discredit or tend to discredit the Illinois gaming industry or the State of Illinois;

f) Conduct the licensee's video gaming operation in a manner that does not reflect adversely on the security or integrity of the Illinois video gaming industry;

g) Keep current in all payments and obligations to the State of Illinois and to other licensees with whom video gaming business is conducted;

h) Identify to the Board any individual or entity acting on behalf of the licensee, for compensation, with regard to Board action; and

i) Notify the Board of any proposed change in ownership or any transaction that requires approval of qualifications in accordance with the Act and the regulations on forms supplied or approved by the Board and containing such information and documents as specified, and at such time as required, by the Administrator.[11]

There are additional requirements imposed on video game manufacturers and terminal operators.

Duties Imposed on Municipality

Though it is clear that the Board is in charge of background checks and licensing procedures, whenever the Board takes any action authorizing or prohibiting the licensing, operation, or use of video gaming terminals, it is required to notify the police department or sheriff's office whose jurisdiction includes the premises on which the video gaming terminals are authorized or prohibited. Moreover, any municipality, county or law enforcement agency that takes action relating to the operation or use of a video gaming terminal, whether licensed or unlicensed, is required to notify the Board and specify the extent of the action taken and the reasons for the action. The Board shall thereupon take whatever action is necessary under the Act. Any law enforcement agency that confiscates video gaming terminals or terminal income is required to turn over the video gaming terminals and terminal income to the Board as soon as practicable under the circumstances, unless otherwise ordered by a court of competent jurisdiction.[12]

Pursuant to Section 79 of the Act, investigators appointed by the Board have authority to conduct investigations, searches, seizures, arrests, and other duties imposed under this Act and the Riverboat Gambling Act, as deemed necessary by the Board. These investigators have and may exercise all of the rights and powers of peace officers, provided that these powers are (1)

[11] 1800.210.
[12] 1800.1110.

limited to offenses or violations occurring or committed in connection with conduct subject to the Act, including, but not limited to, the manufacture, distribution, supply, operation, placement, service, maintenance, or play of video gaming terminals and the distribution of profits and collection of revenues resulting from such play, and (2) exercised, to the fullest extent practicable, in cooperation with the local police department of the applicable municipality or, if these powers are exercised outside the boundaries of an incorporated municipality or within a municipality that does not have its own police department, in cooperation with the police department whose jurisdiction encompasses the applicable locality.[13]

Conclusion

Applying these guidelines, the Village is not responsible for conducting background checks and/or licensing operators of the video game devices. Rather, the responsibility is placed on the Board. Though the Board may delegate some of this responsibility, either to the municipality or an appointed investigator, the Village will first be provided with due notice of this delegation. Furthermore, the burden on compliance is placed on the licensees to ensure they are abiding by their respective duties and obligations. Finally, the Village must notify the Board of any action it takes against video game terminals, once again establishing that the burden of administering and enforcement is on the Board.

However, because the Act only allows video gambling in certain liquor establishments, in my opinion the Village could exercise its home rule authority and its liquor regulation authority to require such operators to get an additional license from the Village, and impose a fee or charge for obtaining this license. Other home rule communities have done this and to my knowledge it has not been challenged. In addition, the Village could exercise effective control over any such establishment through its liquor licensing authority, i.e., if one of these establishments became a problem because of video gaming, we could treat it like any other problem we address with a liquor license holder.

I hope that the above information is helpful. If you have any questions or want to discuss this further, please let me know.

[13] 230 ILCS 40/79.

Memorandum

To: Trustee Dave Seaman

From: Ivan Baker

Date: December 2, 2013

Subject: Façade Incentive Request – 16910 South Oak Park Avenue

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Project:

JAL Midwest has purchased the former Tinley Glass building at 16910 South Oak Park Avenue. This company provides packaging equipment and janitorial supplies for firms throughout the region. A major remodeling and addition to this building, which will meet the requirements of the Legacy Code, would also include an estimated $46,000 expenditure on a new building façade.

This façade expenditure will ONLY include:

Masonry -
Awnings -
Hardieplank Cement Board and Shutters
Glazing -
Electric Exterior Light Fixtures at East -
Doors -

Request:

JAL Midwest is requesting a façade grant of 50 percent of Revised Expenditure of lowest bid. As per the Mainstreet Commission recommendations, the approved reimbursable Façade expenditure will Not include architectural fees, sidewalks, landscaping, general conditions, overhead or profit. The project has been reviewed by the Planning Department, and meets the requirements of the façade grant program.

Recommendation:

The Mainstreet Commission has reviewed this request at both October and November, 2013 Commission meetings. On November 19, 2013, the Commission recommended approval of a Façade Grant, not to exceed $20,000. If approved by the Village Board, grant reimbursement would only be made after façade project is completed, and copies of paid facade invoices are provided to the Treasurer.

LIBERTY PROJECT (16910 S. Oak Park Ave.)

VILLAGE OF TINLEY PARK
APPLICATION FOR FAÇADE IMPROVEMENT GRANT

The undersigned hereby requests that the Tinley Park MainStreet Commission and/or the Village Board consider authorizing Site Plan Approval as follows:

A. Applicant Information:

Name: JAMES LIBERTY
Mailing Address: 16910 OAK PARK Ave
City, State, Zip: tinley PARK, IL 60477
Phone Numbers: 708 367 2313 (Day) (Evening) (Cell) Fax Number: 888 272 5302
Email Address JIM@JALMIDWEST.com

The nature of Applicant's interest in the property and/or relationship to the owner

B. Property Information:

The identity of the owner and beneficiary of any land trust:
Property Owner(s): JAMES LIBERTY
Mailing Address: 16910 OAK PARK Ave
City, State, Zip: tinley PARK, IL 60477

Property Address: SAME
Permanent Index No. (PINs) 28-30-111-021-0000
Existing land use: Commercial
Zoning District :
Lot dimensions and area: 60' X 183'

C. Application Information:

Description of proposed project (use additional sheets or attach a Project Narrative if necessary):
JAL Property MANAGEMENT will lease to: JAL MIDWEST A SANITORIAL + PACKAGING BUSINESS IN the RETAIL UNIT/IN the BUILDOUT ON the NORTH/NORTH EAST CORNER. JAL will sell towel-tissue-soaps AND GENERAL KITCHEN/BATH/LUNCH ROOM SUPPLIES IN ADDITION WILL stock/sell PACKAGING supplies, ie CARTONS, tape, INNERPACKING, films SUBBLE JET INK/LASER CARTRIDGES, PENS + MARKERS. see ATTACHED

Is the applicant aware of any Variances required from the terms of the Zoning Ordinance?
Yes____ No X.
If yes, explain (note that a separate 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

9/9/13
Date

JAL Midwest, Inc.

Packaging Products

EDGE PROTECTION
- Angle Wrap
- Corner Board
- Form-A-Board
- Posting
- Edge Protection

BOXES
- Stock RSC Cartons
- Customer RSC Sizes
- Mailers
- Bookfolds

INNER PACKAGING
- Bubble-Perf'd/Slit to Size
- Foam
- Rolls, Sheets & Pouches
- Peanuts, Bagged or Bulk
- Anti-stat & Biodegradable

POLY
- Bags or Sheets
- Stock or Custom
- VCI

CUSTOM CORRUGATED
- Custom Sizes, designed to fit
- Pads, Partitions
- Printed

PAPER
- Kraft
- Newsprint
- Poly Coated
- Reinforced
- Rolls or Sheets

STEEL STRAPPING
- Regular Duty
- High Tensile
- Tools, Seals & Accessories

PLASTIC STRAPPING
- Machine & Hand Grade
- Polypropylene
- Polyester
- Machinery - Tabletop or Semi-Auto

STRETCH FILM
- Hand & Machine Grade
- Blown & Cast
- Standard & Metric
- Colors
- Bulk Pack
- Netting/Agricultural

SHRINK FILM
- Poly Films
- PVC
- Polyethylene
- Shrink Bands
- Tubing

PALLETS
- Reconditioned & New
- Heat Treated
- All Sizes
- Scrap Program/$$
- 48 x 40 4 way
- Custom Sizes

CARTON SEALING TAPES
- Hot Melt & Acrylic
- Natural Rubber
- Hand Held & Long Measure
- Dispensers
- Uniform & Random Case Sealers

PRESSURE SENSITIVE TAPES
- Duct
- Filament
- Masking, Flatback
- Tensilized Polypropylene
- Double Coated
- Specialty Tapes

WATER ACTIVATED TAPES
- Reinforced
- Kraft
- Box Makers

Packaging Equipment

Stretch Wrappers- Arpac
Shrink Film Sealers and Tunnels
Case Erectors - Arpac
Pillow and Paper Machines
Tape Machines - Random/Uniform
Strapping Systems - Polychem-- Fromm

Janitorials & Maintenance

Adhesives
Sanitizers
Abrasives
Floor Matting
Hand Soaps
Can Liners
Food Contact Products
Disinfectants
Carpet Care
Skin Care
Deodorizers
Cleaners/Degreasers
Floor Care
Safety Supplies
Wipers
Restroom Care
Floor Care Equipment
Hand & Floor Pads
Towels & Tissues

16910 Oak Park Ave., Tinley Park, IL 60477
Office: 708/369/2313 Fax: 888/272/5302

E. ANTHONY, INC.
Complete Construction Services

Phone (708) 802-8230
Fax (708) 802-8233

November 15, 2013

Re: Façade Budget Cost for Addition and Tenant Build-out/Liberty Building
16910 South Oak Park Avenue
Tinley Park, Illinois 60477

Attn: Mr. Ben Nelson
B.E. Nelson Associates Architects
17247 Oak Park Avenue
Tinley Park, Illinois 60477

Dear Mr. Nelson,

We are pleased to provide our budget cost for the Façade work at the new Commercial/Residential Build-out at the above referenced address as it pertains to the site visit on September 16, 2013 and the preliminary drawings dated September 4, 2013 prepared by B. E. Nelson Associates Architects. The cost breakdown is as follows:

Masonry	$ 20,852.00
Awnings	$ 4,871.00
Hardieplank Cement Board & Shutters	$ 5,103.00
South Entrance Door	$ 1,500.00
Glazing (Including Aluminum Doors & Windows)	$ 11,243.00
Electric (Exterior light fixtures at East Elevation)	$ 2,603.00
TOTAL:	**$ 46,172.00**

TERMS: Net 10 days from date of Invoice. Interest accrues @ (1.5%) per month.

If there are any questions in regard to this proposal or the work to be performed, please do not hesitate to contact us at your convenience. Your consideration of our company for this project is greatly appreciated.

Respectfully Submitted,

Marc W. Smith
Project Manager

Accepted: _____
Mr. James Liberty

Façade Budget

QUALIFICATIONS

- No Fees or Permits are included at this time.
- No Interior construction of any kind in included in this proposal.
- All structural components, i.e., Structural Steel, Concrete Footings and Foundations, Concrete Slabs and Carpentry are not included in this proposal.
- Excavation of any kind is not included in this proposal.
- All items of HVAC are excluded from this proposal.
- EPDM Roofing is not included in this proposal (Flat Roof).
- All Masonry related to the North, South & West Elevations is not included in this proposal.
- All Interior Electrical work, power, wiring and service are excluded from this proposal.
- All items of Plumbing are excluded from this proposal.
- All items of Fire Protection are not included in this proposal.
- Site Utilities are not included in this proposal.
- Landscaping is not included in this proposal.
- Asphalt is not included in this proposal.
- Concrete sidewalks are not included in this proposal.
- Roofing & Sheet Metal is not included in this proposal.
- Caulking is not included in this proposal.
- All items not specifically itemized on page one of this proposal have been excluded.

RITE ANGLE CONSTRUCTION
& REMODELING INC.

Mr. Jim Liberty
Re: East Façade at 16910 Oak Park Ave, Tinley Park, IL

This proposal is based on drawing provided by Ben Nelson dated September 13, 2013

Masonry – $18,870.00

Lime Stone Detail – $3,480.00

Store Front windows and doors –$10,560.00

Roof Line and Overhead Details – $5,790.00

Concrete Siding and shutters –$3,700.00

Aluminum Soffit and Fascia –$3,180.00

General conditions-$3,950.00

Overhead and profit-$5,300.00

Total-$54,830.00

Note: This price is good for 60 days.

Thank you,

Eugene Finnigan
President

13245 Silver Fox Drive, Lemont, IL 60439
Ph: 630-688-3613 Fax: 630-243-6362
Email: efinnigan.rac@comcast.net

RESOLUTION NO. 2013-R-062

RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 16910 SOUTH OAK PARK AVENUE (JAL MIDWEST INC.)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a facade incentive agreement for the improvement of certain property presently within the corporate limits of the Village of Tinley Park located at 16910 South Oak Park Avenue (JAL Midwest Inc.). A true and correct copy of such Incentive Agreement (the "Facade Improvement 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 Incentive Agreement be entered into by the Village of Tinley Park, and but for the provision of the incentives 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 Facade Improvement 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 Incentive Agreement.

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

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

AYES:

NAYS:

ABSENT:

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

_____
Village President

ATTEST:

_____
Village Clerk

FACADE IMPROVEMENT AGREEMENT – JAL MIDWEST INC.

THIS AGREEMENT is entered into on this _____ day of _____, 2014, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE") and **JAL MIDWEST INC., an Illinois corporation** (hereinafter referred to as "JAL MIDWEST INC.").

WITNESSETH:

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

WHEREAS, JAL MIDWEST INC. is the owner of certain property commonly known as 16910 S. Oak Park Avenue, Tinley Park, Cook County, Illinois, P.I.N. 28-30-111-021-0000 (hereinafter referred to as the "Property"). JAL MIDWEST INC. intends to construct a new façade for the existing building at a cost for the new façade of approximately Forty Six Thousand One Hundred Seventy Two and no/100 Dollars ($46,172.00) (hereinafter referred to as the "Project"), which Project is eligible for the Village's Facade Improvement Program;

WHEREAS, the VILLAGE has found that it is in the best interests of the residents of the Village of Tinley Park to foster improvements as detailed in Chapter 129B, "Main Street Business District", of the VILLAGE Municipal Code;

WHEREAS, the VILLAGE is desirous of having JAL MIDWEST INC. operate a successful business on the Property which will increase employment and commercial opportunities in the VILLAGE, arrest decline in economic conditions existing in the VILLAGE, stimulate commercial growth, and stabilize the tax base of the VILLAGE; and

WHEREAS, the parties hereto acknowledge, and JAL MIDWEST INC. represents and

warrants that economic assistance from the VILLAGE is required in order to complete the Project, and, but for the economic assistance to be given by the VILLAGE, the Project would not be economically viable, nor would the funds necessary for its completion be available.

NOW THEREFORE, in consideration of the foregoing recitations, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree as follows:

I. Incentive

A. Upon satisfaction by JAL MIDWEST INC. of all of the terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to pay fifty percent (50%) of the approved costs and expenditures incurred in constructing the proposed new facade on the Property or the sum of Twenty Thousand Dollars ($20,000.00), whichever is less, and/or the provisions of the VILLAGE's Facade Improvement Program. This sum shall be used by JAL MIDWEST INC. solely for construction costs and/or expenses relating to the construction of the new facade. The VILLAGE shall not contribute more than Twenty Thousand and no/100 Dollars ($20,000.00) for constructing the proposed new facade and reimbursement of expenses relating to the construction of the facade.

B. The VILLAGE shall pay JAL MIDWEST INC. the entire amount due under Paragraph I.A. of this Agreement within a reasonable period of time after completion and approval of the Project and after receiving an appropriate accounting of all project payments and receipts. No payment shall be required of the Village until the landscaping approved by the Village has been completely installed.

II. Undertakings on the part of JAL MIDWEST INC.

A. JAL MIDWEST INC. shall commence construction of the Project on or before

June 1, 2014, and shall be completed within a reasonable time thereafter with the expected completion date being no later than December 1, 2014. JAL MIDWEST INC. shall not cause or permit the existence of any violation of VILLAGE ordinances, including but not limited to, the Building Code, Zoning Ordinance, Fire Code, Landscaping Ordinance, and/or any and all rules and regulations thereunder. The facade shall be constructed in accordance with VILLAGE design guidelines and the recommendations previously given by the VILLAGE's Main Street Commission and the Village Board's Finance and Economic Development Committee.

B. JAL MIDWEST INC. shall give notice and/or require the title holder of record (if at any time different than JAL MIDWEST INC.) of the Property to give the VILLAGE notice regarding any forfeiture by JAL MIDWEST INC. under the financing documents relating to Project financing, or its subsequent purchase if an assignment is approved hereunder, and any tax sales and/or "scavenger" sales of the Property, or any portion thereof.

C. JAL MIDWEST INC. hereby covenants and agrees to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind, if any, that may at any time be lawfully finally assessed with respect to the Project and/or the Property, and JAL MIDWEST INC.'s failure to do so shall constitute a material breach of this Agreement.

D. JAL MIDWEST INC. shall supply a landscape plan for the Property and provide a detailed exhibit of the Property with the proposed facade improvements. All landscaping shall be subject to Village approval, and no payment shall be due under this Agreement unless and until all approved landscaping is installed.

III. Representations and Warranties of JAL MIDWEST INC.

JAL MIDWEST INC. hereby makes the following representations and warranties:

A. That the approximate cost of the Project is Forty Six Thousand One Hundred

Seventy Two and no/100 Dollars ($46,172.00), and that JAL MIDWEST INC. requires economic assistance from the VILLAGE in order to complete construction of the Project and, but for the VILLAGE's economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be available.

B. That JAL MIDWEST INC. shall at all times comply with any and all local zoning, building, landscaping and fire ordinances and regulations, as well as any and all other applicable Village ordinances, resolutions, and regulations, and any and 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 thereof.

C. That JAL MIDWEST INC. shall comply in all material respects with all terms, provisions, and conditions contained herein, and shall not default or permit a default under any document or agreement relating to the Project and/or the Property, or the financing and development of the Project and/or the Property, including but not limited to, this Agreement, as well as any and all agreements and/or documents executed and delivered in connection with any financing or loans for the Project and/or the Property, under which a default would have a material adverse effect on the property tax and/or sales tax revenue generated to the VILLAGE.

D. That no other entity or person, other than JAL MIDWEST INC. and/or JAL MIDWEST INC.'s lender(s), has any interest in the Property, nor in its improvement as herein proposed, except as may be consented to by the VILLAGE or otherwise allowed under the provisions of this Agreement.

IV. Notices

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, to the following individuals at their respective addresses:

For the VILLAGE:

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

2. Village Clerk
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

3. Thomas M. Melody
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

For JAL MIDWEST INC.:

1. Mr. James A. Liberty
16910 S. Oak Park Avenue
Tinley Park, Illinois 60477

or at such other addresses as the parties may indicate in writing to the other either by personal delivery or by certified mail, return receipt requested, with proof of delivery thereof.

V. Limitation of Liability

A. No recourse under or upon any obligation, covenant, term, and/or condition of this Agreement, or for any claim based thereon or otherwise in respect thereof, shall be had against the VILLAGE, and/or any of its officers, agents, and/or employees, in any amount in excess of the Incentive agreed by the VILLAGE to be paid to JAL MIDWEST INC. hereunder, subject to the terms and conditions contained herein.

B. No liability, right, and/or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE, and/or any of its officers, agents, and/or employees in excess of the Incentive amount, and any and all rights and/or claims of JAL MIDWEST INC. against the VILLAGE, and/or any of its officers, 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.

C. In the event that any third party or parties institute any legal proceedings against JAL MIDWEST INC. and/or the VILLAGE which relate in any way to the terms and conditions of this Agreement, JAL MIDWEST INC., upon notice from the VILLAGE, shall fully and vigorously assume the entire defense of such lawsuit, and shall further assume and pay any and all expenses of whatever nature relating thereto; provided, however, that JAL MIDWEST INC. may at any time settle or compromise such lawsuit, 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.

D. If the VILLAGE, in its sole discretion, determines that it has or may have a conflict of interest with JAL MIDWEST INC. which has or may have a substantial 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 this option, JAL MIDWEST INC. shall reimburse the VILLAGE for any and all out-of-pocket expenses relating thereto, including but not limited to court costs, reasonable attorneys' fees, witness fees, and/or other litigation expenses.

E. In the event that the VILLAGE institutes legal proceedings against JAL MIDWEST INC. for breach of this Agreement and secures a judgment in its favor, the VILLAGE shall be entitled to recover from JAL MIDWEST INC. any and all expenses incurred in connection therewith, including but not limited to court costs, reasonable attorneys' fees, witness fees, and/or other litigation expenses.

VI. Reimbursement of VILLAGE for Legal and Other Fees and Expenses

A. JAL MIDWEST INC., concurrently with execution of this Agreement, shall

reimburse the VILLAGE for the following costs and expenses incurred in the preparation and review of this Agreement, and any other documents relating to the Property and/or the Project:

(1) all attorneys' fees incurred by the VILLAGE in relation thereto; and

(2) all miscellaneous VILLAGE expenses relating thereto, including but not limited to legal publication costs, recording fees, and copying expenses.

B. JAL MIDWEST INC., upon demand of the VILLAGE, shall promptly reimburse the VILLAGE for any and all reasonable costs and expenses incurred by VILLAGE in the administration of this Agreement and/or in connection with the Property and/or the Project, including but not limited to reasonable attorneys' fees and the preparation and/or publication of any and all notices, resolutions, ordinances, and other documents that are or may be required pursuant hereto.

VII. General Provisions

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

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

C. This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and JAL MIDWEST INC., and their respective successors and assigns.

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

E. JAL MIDWEST INC. warrants that its officers executing this Agreement are lawfully authorized to execute this Agreement. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Village Board to execute this Agreement.

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

G. This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event that a court determines that the VILLAGE lacks the power or authority to perform any provision hereof, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect the validity of this Agreement, and any such judgment or decree shall relieve the VILLAGE from performance under any such provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement on the day and year first above written.

VILLAGE OF TINLEY PARK

By: _____
Edward J. Zabrocki
Village President

ATTEST:

By: _____
Patrick E. Rea
Village Clerk

JAL MIDWEST INC.

_____
Mr. James A. Liberty
President

ATTEST:

_____
Its Secretary

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Patrick E. Rea, personally known to me to be the Village Clerk of the Village of Tinley Park, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the 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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James A. Liberty, personally known to me to be the President of JAL MIDWEST, INC., and _____, personally known to me to be the _____ of said Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and _____ they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

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

_____
Notary Public

ORDINANCE 2013-R-061

ORDINANCE AUTHORIZING A PARKING LOT LEASE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE UNITED METHODIST CHURCH OF TINLEY PARK

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered an Parking Lot Lease Agreement with the United Methodist Church of Tinley Park for the development of certain property presently within the corporate limits of the Village of Tinley Park, a true and correct copy of such Parking Lot Lease 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 parking lot lease 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 Ordinance 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 "Parking Lot Lease Agreement - The United Methodist Church of Tinley Park" 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 Purchase Agreement.

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

ADOPTED this ___ day of January, 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 February, 2014, by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

RESOLUTION NUMBER 2013-R-057

A RESOLUTION ADOPTING PERMITTING STANDARDS FOR WORK PERFORMED IN STATE RIGHTS OF WAY

WHEREAS, the Village of Tinley Park, hereinafter referred to as the "Municipality," a Home Rule Community, located in the Counties of Cook and Will, State of Illinois, desires to undertake, in the years 2014 and 2015, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalks, landscaping, etc. on State highways, within said "Municipality," which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the "Municipality" or by a private person or firm under contract and supervision of the "Municipality."

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustee of the Village of Tinley Park that:

FIRST: That "Municipality" hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or other otherwise by reason of the work which is to be performed under the provision of said permit.

SECOND: That all authorized officials of the "Municipality" are hereby instructed and authorized to sign said working permit on behalf of the "Municipality."

APPROVED this ____ day of December, 2013.

AYES:

NAYS:

ABSENT:

_____

Edward J. Zabrocki
Village President

Attest:

_____

Patrick E. Rea
Village Clerk

GRANT OF EASEMENT
FOR
PUBLIC UTILITIES

SPACE RESERVED FOR RECORDING OFFICER

GRANT OF EASEMENT FOR PUBLIC UTILITIES
TO
THE VILLAGE OF TINLEY PARK, ILLINOIS

The Grantor, American Chartered Bank, an Illinois banking corporation, owner of the property herein described, for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, paid by and for the Grantee, the Village of Tinley Park, Illinois, a Municipal Corporation, organized and existing under the laws of the State of Illinois, does hereby grant and convey to said Grantee, its successors and assigns, employees, representatives, contractors, subcontractors, inspectors and/or any person designated by said Grantee, a perpetual easement for the purpose of construction, reconstruction, maintenance, use, inspection, renewal, replacement and removal of a public water main and appurtenances relating thereto with right of access thereto at any and all times for the purposes stated herein, over, under, upon, along and across the property described in Exhibit "A" attached hereto and made part thereof, situated in Cook County, Illinois.

See the attached Exhibit "A"
Affects P.I.N. 27-27-320-006-0000

Grantor shall have and retain all rights of ownership and use of said easement premises, insofar as is compatible with the easement rights herein granted and provided, and no construction or installation of any building or other improvement, no grading, filling or other earth-change shall occur or be permitted, unless there is written approval from the Grantee. Such use by Grantor shall not interfere with the purposes of this easement by any work performed under this grant of easement and any drainage facilities constructed within the easement premises shall be in accordance with standards and specifications approved by the Village of Tinley Park, Illinois. It is acknowledged by the parties that it may be necessary for Grantor's monument sign to be placed in the easement area. Such placement shall be permitted by the Grantee so long as the base of the sign shall not be placed directly over the physical location of the water main, and further provided that the sign complies with all sign and location requirements set forth in the Village's Zoning Ordinance. Consent to the location of the sign shall be evidenced by the issuance of a sign permit by the Grantee.

Whenever Grantee shall enter the easement premises to exercise its rights, privileges or authority under this easement, Grantee shall promptly return the property to at least the same condition existing at the time of entry, seasonal change excepted. Before entering the easement premises Grantee shall provide Grantor forty-eight (48) hours notice (except in the case of an emergency, when Grantee shall provide notice as soon as practicable).

Grantee agrees to indemnify, defend and hold Grantor(s) harmless from and against such liabilities, if any, as may be incurred or imposed upon Grantor(s), for any damages to any property whatsoever or injury to or death of any person whomever arising out of, or resulting from or which may be due in any manner to or in connection with, the use of the herein described easement premises by the Village of Tinley Park, its employees, contractors, or assigns.

The terms of this grant of easement are subject to the rights of the Illinois Department of Transportation in and to the use of a temporary easement granted in their favor over a portion of the property by virtue of an Order Vesting Title in Parcel 0H40009TE granted on April 25, 2013 in Case 12L050388.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed and delivered this easement and Grantee has caused this easement to be accepted and signed in its corporate name by its Village President and Village Clerk.

GRANTOR:

AMERICAN CHARTERED BANK,
an Illinois banking corporation

By: _____
Name: WILLIAM A GRANDT
Title: VP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM GRANDT, _____ of American Charted Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of American Chartered Bank for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this 18 day of November, 2013.

Official Seal
Linda Avolio
Notary Public State of Illinois
My Commission Expires 12/06/2014

_____
Notary Public

[SEAL]

My Commission Expires: 12/06/2014

GRANTEE:

THE VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Name: _____
Title: Village President

Attest: _____
By: _____
Title: Village Clerk

Date:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, Village President of The Village of Tinley Park, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of The Village of Tinley Park, IL for the uses and purposes therein set forth.

Given under my hand and official seal and sworn to before me this ____ day of _____, 2013.

_____
Notary Public

[SEAL]

My Commission Expires: _____

Exhibit "A"

Legal Description

That part of Lot 11 in Park Hills Towne Centre Resubdivision (being a resubdivision of Lots 1, 2, 3 and 4 in Formula Subdivision (being a subdivision of part of the Northwest Quarter of the Southwest Quarter (except the south 865.32 feet thereof)) of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois as per plat thereof recorded October 13, 2005 as document number 0528603044) more particularly described as follows:

Commencing at the northwest corner of said Lot 11; thence North 88 degrees 20 minutes 01 seconds East (bearing as referenced to the Illinois State Plane Coordinate System East Zone, NAD '83 and as referenced in document number 1210218093, Cook County, Illinois), 14.77 feet, to the Point of Beginning; thence South 01 degrees 49 minutes 26 seconds West, 163.30 feet, to the south line of said Lot 11; thence North 88 degrees 20 minutes 21 seconds East, along said south line, 20.04 feet; thence North 01 degrees 49 minutes 26 seconds East, 163.30 feet, to the north line of said Lot 11; thence South 88 degrees 20 minutes 01 seconds West, along said north line, 20.04 feet, to the Point of Beginning.

Containing 0.075 acres (3,266 square feet) more or less.

14-005.01

Illinois Department of Transportation

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

BE IT RESOLVED, by the President and Board of Trustees (Council or President and Board of Trustees) of the Village (City, Town or Village) of Tinley Park (Name), Illinois, that there is hereby 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, 2014 (Date) to December 31, 2014 (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 (City, Town or Village) of Tinley Park, County of Cook and Will

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

the President and Board of Trustees (Council or President and Board of Trustees) at a meeting on January 7, 2014 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of January.

(SEAL) _____ Village (City, Town or Village) Clerk

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

Robinson ENGINEERING

MEMO

To: Scott Niehaus, Village Manager

Date: December 6, 2013

From: Pat Barker, Robinson Engineering

Project/Subject: **Oak Park Avenue Resurfacing and Complete Street Improvement from 183rd Street to South Street**

Project No: 13-308

The village has been successful in securing CMAP Congestion Mitigation Air Quality (CMAQ) federal funding for a Complete Street Improvement of Oak Park Avenue between 183rd Street and South Street. CMAP reviewed the 2012 Applications for funding that could meet an expedited schedule for an IDOT Fiscal Year 2014 letting, and offered 80% federal funding for construction and construction engineering.

The scope of work includes roadway resurfacing for 1.15 miles of 3-Lane pavement on Oak Park Avenue north of 183rd Street. A 10 Foot wide hot-mix asphalt multi-use path will be constructed in the east parkway between 183rd Street and 179th Street, replacing the existing sidewalk. Restriping between 179th Street and South Street will provide 3 lanes for vehicular traffic and bicycle lanes on route. Construction will provide asphalt Hot In-Place Recycling (Surface Recycling), patching, surface course, curb removal and replacement (1,314 Ft) and multi-use path (2,512 Ft).

The south terminus of the project is 183rd Street. This project's multi-use path was designed to meet the path proposed for the Roundabout project. On the north end the bike lanes provide connectivity to the Metra Station. The project is on target for IDOT letting on February 28, 2014. Construction will begin Spring 2014; therefore, the Village's obligation for the local share would not be expected until after May 1, 2014.

There are 2 IDOT Agreements that require Board approval for this project:

- The Local Agency Agreement provides for the 80% Federal funding for construction and construction engineering, not to exceed $744,000.
- The Construction Engineering Services Agreement provides for the IDOT/FHWA required documentation, observation, inspection and material testing, T&M not to exceed $50,000.

Programmed Expenses for Construction (80/20)

Expense Summary	Total Cost	Federal Share	Local Share
IDOT FY 2014	$930,000	$744,000	$186,000

17000 South Park Avenue
South Holland, IL 60473
(708) 331-6700 Fax (708) 331-3826

253 West 80th Place
Merrillville, IN 46410
(219) 791-0700 Fax (219) 791-0705

10045 Lincoln Highway
Frankfort, IL 60423
(815) 806-0300 Fax (815) 806-0301

304 W. Mondamin St. Suite 100
P.O. Box 880 Minooka, IL 60447
(815) 467-8490 Fax (815) 467-8491

628 Columbus St. Suite 205
Ottawa, IL 61350
(815) 433-0400 Fax (815) 433-0404

1137 E. 5000 N Rd.
Bourbonnais, IL 60914
(815) 806-0300 Fax (815) 929-3257

RESOLUTION NO. 2013-R-063

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET

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 (IDOT), 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 NO. 2013-R-063

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET

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

CLERK'S CERTIFICATE

I, **PATRICK E. REA**, the duly elected and 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. 2013-R-063

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – COMPLETE STREET IMPROVEMENT OF OAK PARK AVENUE FROM SOUTH STREET TO 183RD STREET

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the ____ day of _____, 2013, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the _____ day of _____, 2013.

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

AYES:

NAYS:

ABSENT:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this ____ day of _____, 2013.

_____
Village Clerk

Illinois Department of Transportation **Local Agency Agreement for Federal Participation**	Local Agency Village of Tinley Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 13-00115-00-RS	Fund Type CMAQ		ITEP and/or SRTS Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-103-14	CMM-4003(249)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "**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 described below. The improvement shall be constructed in accordance with plans approved by the **STATE** and the **STATE**'s policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "**FHWA**".

Location

Local Name Oak Park Avenue Route FAU 2774 Length 1.15 mile

Termini South Street to 183rd Street

Current Jurisdiction LA Existing Structure No N/A

Project Description

This project consists of resurfacing with edge grinding, hot-in-place recycling and surface course placement, curb and gutter repair, pavement patching, pavement marking, hot-mix asphalt multi-use path installation, pavement widening and all incidental and all related work.

Division of Cost

Type of Work	CMAQ	%	STATE	%	LA	%	Total
Participating Construction	704,000	(*)		( )	176,000	(Bal)	880,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	40,000	(*)		( )	10,000	(Bal)	50,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	$ 744,000		$		$ 186,000		$ 930,000

*Maximum FHWA (CMAQ) participation 80% not to exceed $744,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursment.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the **LA** is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the **LA**'s total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of **LA** Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---**LA**'s Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and 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 for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) 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).

(24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) (Single Audit Requirements) That if the **LA** expends $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

(26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at https://www.uscontractorregistration.com. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

(a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;

(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

(1) 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.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

(Signature) Date

The above signature certifies the agency's TIN number is 36-6006127 conducting business as a Governmental Entity.

DUNS Number 079739873

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

Ann L. Schneider, 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, Acting Director of Finance and Administration Date

Memorandum

To: Dale Schepers, Public Works Director

From: Tom Kopanski, Water & Sewer Superintendent

Date: 26 November 2013

Subject: Request to Purchase a Push Camera

Presented for 3 December 2013, PW Committee Agenda for consideration and possible action:

Description: Public Works requests consideration and possible action by PW Committee to approve funding to purchase a replacement "push camera". The need to purchase this item was not identified during the FY2014 process.

Background: The current camera is approx. 8-10 years old and is not reliable to perform the tasks that are expected of it. The camera has been in for repair at least three times in the last four years, with repair costs estimated at $2800. The camera works in a harsh environment, and some of the features that are needed are no longer functional: poor quality of video images from camera, and the recording equipment to capture the images no longer works.

Options: There are three options on how to proceed:

- **Purchase a new camera**. A current quote to purchase a replacement camera is $9716. This will have us to have a fully functional piece of equipment that can be utilized by all Divisions of PW;
- **Have the current camera repaired**. A current estimate to find out what is in need of repair/replacement and fix what is found has a range from $1200-$3500., without any guarantee of something else breaking; and
- **Budget for a replacement.** A replacement can be purchased during FY2015 if request is deferred until then, but a rental fee of approx. $200/day would be incurred when there is a need to use a camera. The availability of a rental unit and timeliness to respond to a situation is also a consideration.

Budget / Finance: Funding was not provided in the FY2014 budget, but a current responsible low quote to for a replacement camera is $9716. Three vendors were requested to provide a quote, and the lowest quote that would interface with our current equipment is a Cues MP2020 system.

An account in the budget that will not be fully used, so this is a place funds can be reallocated from is the account to purchase Fire Hydrants (60-00-000-75710). This account was approved for $40,000., and a request is made to transfer $10,000. to account: Sewer Televising Equipment (60-00-000-74605).

Staff Direction Request:

1. Approve the reallocation of funds to purchase a push camera in the amount of $9716.00.
2. Direct Staff as necessary.

Attachment

1. Quotes from Cues Inc. and two other vendors to purchase a push camera.

Memorandum

To: Dale Schepers, Public Works Director

From: Tom Kopanski, Water & Sewer Superintendent

Date: 22 November 2013

Subject: Reallocation of FY2014 Capital Funding of Water Main Projects

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Presented for 3 December, 2013, Public Works Committee discussion and possible action:

Public Works requests consideration and possible action by the Village Board to reallocate FY2014 Capital Funding of Water Main Projects.

Since the approval of the FY2014 Capital Budget, the LaGrange Road IDOT Relocation Project has added an additional area, near 171st Street and in the parking lot of the CVS, to relocate that section of water main. The reason for the relocation is that there is an additional 100' of retaining wall that is being added to the scope of work; the water main needs to be relocated, so if there is a break on the main, the retaining wall would not be in the way. The Engineer's Estimate for this additional work is $138,000, which includes construction, engineering and easement acquisition.

The Village Board approved reallocating funds from the 176th Street Water Main Replacement project to pay for the LaGrange Road Relocation project. The remaining balance from that project is $365,000.

PW is requesting the reallocation of the remaining funds to move forward with the Oak Park Avenue Water Main Replacement Project.

The scope of work for the Oak Park Avenue Water Main project is to replace approximately 300 feet of water main between 17000 and 17030 at an Engineer's Estimate of $215,000. There have been a total of five main breaks between 17000 and 17030 since 2001, and has impacted those businesses in that section. With replacing that section of main, our goal is to have that disruption to go away.

Budget / Finance Funding is available in the Capital Budget Water/Sewer.

176th Street Water Main Replacement	$503,000
LaGrange Road Water Main Relocation	$138,000
Budget Remaining	$365,000
Oak Park Avenue Water Main Replacement	$215,000
Amount – **Under Budget**	$150,000

Staff Direction Request:

Approve reallocation of FY2014 Water Main Projects.

Direct Staff as necessary.

VILLAGE OF TINLEY PARK
COOK & WILL COUNTIES, ILLINOIS
NOTICE TO CONTRACTORS

The Village of Tinley Park will receive sealed proposals for the following improvements at the Clerk's office, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, until 10:00 AM Thursday, January 16, 2014.

OAK PARK AVENUE WATER MAIN REPLACEMENT

Proposals will be publicly read aloud on Thursday, January 16, 2014 at 10:01 AM. No bid shall be withdrawn after the opening of the proposals without the consent of the President and Board of Trustees for a period of ninety days after the scheduled time of closing bids.

All proposals shall be sealed in an envelope, addressed to the Village of Tinley Park, attention Clerk's office. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bid Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 10045 West Lincoln Highway Frankfort, IL 60423 (phone 815-806-0300) and may be obtained from the Engineer's office upon payment of Forty Five Dollars ($45.00) for each paper copy and Ten Dollars ($10) for each CD. The bid documents will be issued until 4:30 PM on Tuesday, September 24, 2013. No refund will be made for documents received from the Engineer.

A certified check/bank draft drawn on a solvent bank, payable without condition to the Village of Tinley Park, or a bid bond, in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the President and Board of Trustees for the faithful performance of the contract, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the President and Board of Trustees their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by the United States Department of Labor. He shall also comply with all applicable Federal, State and local regulations.

The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

Contract Value	Range (up to a maximum of)
$0-$250,000	5%
$250,000-$500,000	4%
$500,000-$750,000	3%
$750,000-$1,000,000	2%
$1,000,000-$2,000,000	1%

Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-O-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder. Pre-qualifications will be required to be submitted to the Engineer by all potential bidders. If in the opinion of the Engineer and the President and Board of Trustees, an applicant would not be able to serve the best interest of the Village, a proposal will not be issued to the applicant.

President and Board of Trustees
Village of Tinley Park
Cook & Will Counties, Illinois

Memorandum

To: Dale Schepers, Public Works Director

From: John Urbanski, Facilities & Fleet Superintendent

Date: December 9, 2013

Subject: Public Bidding for Roofing Replacement: Public Safety Building, Apparatus Floor & Hose Tower

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Presented for January 7th, 2014 Village Board Agenda for consideration and possible action

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

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

January 23rd ,2014 at 10:00 AM: Mandatory Pre-bid Meeting
February 4th, 2014 at 2:00 PM: Bid Opening

Removal and Replacement of the Roof over Fire Station #1 bays 1-4 & Hose Tower.
Estimated Cost: $125,500

Removal and replacement of the roof on Fire Station #1, Apparatus Bays 1-4 & Hose Tower.

The existing roof is over 25 years old; Industrial Roofing Services, Inc. (IRS) was consulted and found the roof unsalvageable. It is with the recommendation of IRS that the roof is removed and replaced; this will also include installation of wall capping and new aluminum flashing. The roof will be removed and replaced under the management of IRS. The roof will be reconstructed to meet or exceed the standards the original building and is expected to last approximately 20 years.

RESOLUTION NO. 2013-R-059

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 17th day of December, 2013, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of December, 2013, 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

2014

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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2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, to be effective as of January 1, 2014, 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.

W I T N E S S E T H:

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 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 2014 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 2014 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2014.

(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, 2014, and terminating after the last scheduled service on the 31st day of December, 2014.

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

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PROPOSED 2014 BUDGET

PROJECT: **VILLAGE OF TINLEY PARK**

REVENUE	$ 9,356
EXPENSES	
OPERATIONS	$ 68,236
MAINTENANCE	$ 7,863
ADMINISTRATION	$ 2,988
TOTAL EXPENSE	$ 79,087
OPERATING DEFICIT	$ 69,731
PACE SUBSIDY	$ 25,863
LOCAL SHARE	$ 43,868
RIDERSHIP	8,612
VEHICLE HOURS	773

Exhibit B

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF TINLEY PARK

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

5281

Exhibit C

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PARATRANSIT REIMBURSEMENT GUIDELINES

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

1. 75% of the projected Operating Deficit in the Approved Budget; or

2. 75% of the actual Operating Deficit; or

3. $3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

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

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

Exhibit D

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF TINLEY PARK

TYPE OF SERVICE	Dial-A-Ride Bus Service
SERVICE OPERATED BY	Village of Tinley Park
TRIP RESERVATION METHOD	24 hours in advance
SERVICE AREA	Village of Tinley Park
SERVICE HOURS	Monday through Friday 8:45 a.m. to 3:00 p.m.
HOLIDAYS	Service will ***not*** operate on the following holidays:

- New Year's Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day (observed Holiday)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- ½ - Day Christmas Eve
- Christmas Day
- ½ -Day New Year's Eve

ONE-WAY FARE	Persons (age 55-64)	$1.30
	Persons (65+)	$ .65
	Disabled	$ .65
RIDER ELIGIBILITY	Persons age 55+ and persons with disabilities	

Exhibit E

2014 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

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER'S CERTIFICATION

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

,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 _____, 2013.

NOTARY PUBLIC

Exhibit G

2014 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.

ORDINANCE NO. 2013-O-059

AN ORDINANCE ADOPTING AND APPROVING A PERSONNEL MANUAL FOR THE VILLAGE OF TINLEY PARK AND REPEALING ANY PRIOR EMPLOYEE OR PERSONNEL MANUALS

WHEREAS, effective Village administration requires the availability of sound and well-publicized personnel policies and practices; and

WHEREAS, the Village has previously adopted and publicized a personnel manual and personnel policies, which by their terms were not intended to be a contract of employment, and has amended them from time to time; and

WHEREAS, the Village periodically reviews its existing employment policies and when appropriate adopts new policies, and has recently completed a comprehensive review of its existing personnel manual and employment policies; and

WHEREAS, after due consideration, the Corporate Authorities of this Village have determined that it is in the best interests of the Village to adopt a new Personnel Manual, and to repeal the Village's prior personnel manual and any amendments thereto.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, pursuant to its home rule powers as provided by Article VII, Section 6 of the Illinois Constitution of 1970, as follows:

ACTION 1: That the document entitled, "Village of Tinley Park Personnel Manual" (hereinafter referred to as the "Personnel Manual"), a copy of which is attached hereto as EXHIBIT A, is hereby approved and adopted.

SECTION 2: That the Personnel Manual herein adopted is not intended to nor shall it be considered as creating any contractual rights between any employee(s) and the Village, but shall operate solely as described therein and on the terms thereof as a reference tool to inform employees about Village policies, procedures and employee benefits.

SECTION 3: That the Village retains the right to modify, amend or repeal the Personnel Manual at any time.

SECTION 4: That the Village Manager, or his designee, is hereby authorized and directed to review the Personnel Manual every two (2) years, and to recommend to the Corporate Authorities any necessary revisions or updates. However, the failure to conduct said review shall not in any way be construed to invalidate or render ineffective the Personnel Manual.

SECTION 5: That in the event that a court of competent jurisdiction finds any part or section or provision of the Personnel Manual, or any policy contained therein, to be invalid for any reason, said determination shall affect only that specific part, section or provision and shall not be deemed to affect the remainder of the Personnel Manual.

SECTION 6: That all Ordinances or Resolutions, or parts thereof, in conflict with the provisions of this Ordinance or with the provisions of the Personnel Manual herein adopted are hereby repealed except as stated in the Personnel Manual.

SECTION 7: That the Village's prior personnel manual is hereby repealed.

SECTION 8: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

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

VOORHEES ASSOCIATES LLC
LEADERSHIP IN PUBLIC MANAGEMENT

Offices in:
Arizona • Delaware
Illinois • Michigan • Wisconsin

November19, 2013

The Honorable Edward Zabrocki, Mayor
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Dear Mayor Zabrocki:

Thank you for the opportunity to provide you with a proposal for the Village of Tinley Park's Village Manager recruitment and selection process. Voorhees Associates prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

QUALIFICATIONS AND EXPERIENCE

Voorhees Associates is a public management consulting firm serving municipal clients and other public sector entities on a national basis. We work exclusively in the public sector, offering customized executive recruitment services, as well as providing other management studies and services for communities. Voorhees Associates has been certified as an FBE (Female Business Enterprise) in the State of Illinois.

Voorhees Associates, LLC was established in 2009 with headquarters in Deerfield, Illinois. Heidi Voorhees, President, previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 190 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service with the Villages of Wilmette and Schaumburg, Illinois, as well as the City of Kansas City, Missouri.

The firm has a total of seventeen consultants, both generalists and specialists (public safety, finance, parks, etc.), who are based in Arizona, Delaware, Illinois, Michigan, and Wisconsin, as well as four reference specialists and four support staff.

Experience

Voorhees Associates has completed 124 recruitments since its establishment in 2009. We have 16 current recruitments in various stages of completion. Our consultants are experienced executive recruiters who have conducted over 350 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we've held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

References

The following references can speak to the quality of service provided by Voorhees Associates:

City Manager recruitment
City of Elmhurst, Illinois
Steven Morley, Mayor
209 N. York St.
Elmhurst, IL 60126
630/530-3010

Village Manager recruitment
Village of Clarendon Hills, Illinois
Tom Karaba, Village President
One North Prospect Avenue
Clarendon Hills, IL 60514
630/286-5400

Village Manager recruitment
Village of Hinsdale, Illinois
Thomas Cauley, Jr., Village president
19 E. Chicago Ave.
Hinsdale, IL 60521
630-789-7000
tcauley@villageofhinsdale.org

Consultant Assigned

Voorhees Associates' President Heidi Voorhees will be responsible for your recruitment and selection process. Ms. Voorhees has conducted over 50 recruitments for city management positions, including Elmhurst, Evanston, Orland Park, Clarendon Hills, Glen Ellyn, Hinsdale, Homer Glen, New Lenox, and River Forest.

Heidi J. Voorhees
President

Ms. Voorhees has extensive experience in both executive search and general management consulting assignments. She has led more than 140 recruitments for local government entities across the country and takes pride in facilitating a tailored, thorough process that gives elected and appointed officials the tools they need to make critical personnel decisions. Her clients have included the City of Austin, Texas; Johnson County, Kansas; Evanston, Illinois; Waukesha, Wisconsin; Fort Worth, Texas; Bloomington, Illinois; Carbondale, Illinois; Fayetteville, North Carolina; and clients in Arizona, Rhode Island, and Colorado.

In addition to her eleven years of executive recruitment and management consulting experience, she has 19 years of local government leadership and management service, with the Villages of Wilmette and Schaumburg, Illinois, and the City of Kansas City, Missouri.

From 1990 to 2001, Ms. Voorhees served as the Village Manager for Wilmette, Illinois, one of Chicagoland's notable residential suburbs located on the shore of Lake Michigan. During her tenure, Ms. Voorhees focused on delivering high quality services and responsiveness to a recognized interactive community, streamlining administrative and management functions and team building throughout the organization that employed 200 individuals. Under her leadership, the organization developed a

collaborative budget process, formalized its long range capital improvement program, and developed budget and financial policies that led to the achievement of a AAA bond rating for the community.

Since leaving the Village of Wilmette in 2001, Ms. Voorhees has been an Adjunct Instructor for the Center for Public Safety located on the campus of Northwestern University. She also instructs law enforcement executives in the Executive Management Program on management, community relations, and organizational culture. Ms. Voorhees has also been an Instructor for the Northwestern University Master's Degree Program in Public Policy and Administration. She is a frequent speaker on recruitment and selection issues and has conducted training programs for the Illinois City and County Management Association, the Ohio City and County Management Association, the American Public Works Association – Chicago Metro Chapter, the Illinois Association of Municipal Management Assistants, the Northern Illinois University Civic Leadership Program, and the Great Lakes Leadership Academy.

Ms. Voorhees holds a Master's Degree in Public Affairs from the School of Public and Environmental Affairs at Indiana University where she was a fellow in the Eli Lilly State and Local Government Fellowship Program. Ms. Voorhees was recognized as the distinguished Alumnus for the School in 1998. She also has a Bachelor of Science degree in Political Science from Illinois State University.

Ms. Voorhees has served on the Boards of Directors of numerous professional associations including the Chicago Metropolitan Managers' Association and the Illinois City and County Management Association. For two years, she was the Illinois representative to the ICMA University, the professional development arm of the International City and County Management Association. In 1999, she was selected to participate in the Leadership Greater Chicago Program and has been an active Rotarian for 23 years. She is currently on the Board of the Family Service Center for Wilmette, Glenview, Kenilworth and Northbrook, Illinois and the Board of the League of Women Voters of Wilmette, Illinois.

SCOPE OF WORK

A typical recruitment and selection process can take 175 hours to conduct. At least 50 hours of this time is "administrative" including ad placement, acknowledgment of résumés, reference interviews, and due diligence on candidates. These tasks may take longer if someone is performing them for the first time. We believe our experience and ability to professionally administer your recruitment will provide you with the best possible outcome. Voorhees Associates clients are kept informed of the progress of a recruitment throughout the recruitment process. Consultants are always available to provide information and answer questions, and details of the process such as placement of advertising and applications received are discussed in regular updates via either telephone or email.

Voorhees Associates suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Job Announcement and Brochure Development

Phase I will include the following steps:

- **Interviews** with the Mayor and Members of the Board of Trustees, and the Village's senior staff as well as any other individuals you deem appropriate to best understand the responsibilities, challenges, and culture of the Village.

  At least eight (8) hours of one-on-one interviews will be conducted with elected officials, staff and the public in order to develop our Recruitment Brochure. This important document outlines the expectations that the Village has for its next Village Manager, providing us with the information we need to target our recruitment. During this process we will assist you with establishing the salary for Village Manager by conducting a salary survey of comparable communities, if so desired.

- Development of a **Job Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable.**

Phase II – Advertising, Candidate Recruitment and Outreach

Phase II will include the following steps:

- Placement of the Job Announcement in appropriate professional online publications. In addition to public sector publications and web sites, outreach will include LinkedIn and other private sector resources. We can provide the Village with placement recommendations, if so desired.
- The development of a database of potential candidates unique to this position and to the Village of Tinley Park, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I.
- Outreach will be done through e-mail, telephone contacts, and U.S. mail as appropriate. Voorhees Associates consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

  We will develop a matrix which identifies key traits (taken from the Recruitment Brochure) such as education, experience, and the specific skills needed for the Village Manager. We will then use these filters to screen the candidates into a group of 15 to 20 semi-finalists.

- Candidates will be interviewed by telephone or Skype to fully grasp their qualifications and experience as well as their interpersonal skills.

  We personally contact all the semi-finalists and conduct about an hour long telephone interview, asking specific questions about their experience and skill set. This allows us to ask follow up questions and probe specific areas. It also provides us with an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references (two per candidate) and an internet search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by Voorhees Associates, ensuring Tinley Park's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- Voorhees Associates will prepare a **Recruitment Report** that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. As résumés come in all different formats, these "mini" résumés will give you a clear, consistent look at each candidate "at a glance."

- Voorhees Associates will provide you with a log of all candidates who applied for the position. You may also review all of the résumés should you so desire.

- Voorhees Associates will meet with you to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours with you to bring the candidates to "life" by reviewing their telephone interview and providing excerpts from two (2) references we will have done on the individual.

Phase V –Interviewing Process

Phase V will include the following steps:

- At the Recommendation meeting, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample.

- Voorhees Associates will develop the first and second round interview questions for your review. Voorhees Associates will provide you with interview books that include the credentials each candidate submits, a summary of each candidate's credentials, a set of questions with room for interviewers to make notes, and an evaluation sheet to assist interviewers in assessing each candidate's skills and abilities.

- Voorhees Associates will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. The schedule will incorporate a tour of Village of Tinley Park facilities and interviews with Department Heads and elected officials.

  We offer a community "Meet and Greet" option, at no charge, as a means for the community to interact and get to know the candidates in an informal setting. At this "Meet and Greet," candidates would give a brief overview of themselves and answer questions from the audience.

- Once candidates for interview are selected, additional references will be contacted along with a media and internet search, verification of educational credentials, criminal court, credit, and motor vehicle and records checks. Employment verification can also be provided if so desired. Voorhees Associates recommends a two-step interviewing process with (typically) five candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and a "score sheet."

- Voorhees Associates consultants will be present for all of the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- Voorhees Associates will assist you as much as you request with the salary and benefit negotiations and drafting of employment agreement, if appropriate.
- Voorhees Associates will notify all applicants of the final appointment action by the Board of Trustees, including professional background information on the successful candidate.
- Voorhees Associates will provide no-fee telephone follow-up and counsel to the Board and appointed Village Manager for six months following conclusion of the recruitment.

Optional 360° Evaluation

As a service to the Village of Tinley Park, we offer the option to provide you with a proposal for a 360° performance evaluation for the new appointed Village Manager at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the Board feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, Voorhees Associates will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

On-site interviews of Tinley Park officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure	weeks 1-2
Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant	weeks 3-8
Consultant recommendation to Board of qualified candidates Deliverable: recruitment report	week 9
Selection of candidate finalists by Board; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets	week 10
Interviews of selected finalist candidates; Board selection of final candidate; negotiation, offer, acceptance and appointment	weeks 11-12

Summary of Costs

Recruitment Fee:	$12,500
Recruitment Expenses: (not to exceed)	4,000
Expenses include consultant travel, postage/shipping, telephone, support services, copying etc. Also includes candidate due diligence efforts and advertising costs up to $1,500*.	
Total Fees:	$16,500**

*Advertising costs over $1,500 will be placed only with client approval. If less than $1,500, Client is billed only for actual cost.
**This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows: Recruitment expenses and the costs for the Recruitment Brochure printing will be itemized with sufficient detail and invoiced as incurred. In addition, the Recruitment Fee will be invoiced in three (3) equal payments, billed during the course of the recruitment. The first invoice for the Recruitment Fee will be sent upon acceptance of our proposal. The second invoice will be sent following the recommendation of candidates and will include any expenses incurred to date. The final invoice will be sent upon completion of the recruitment assignment and will include all remaining expenses. Upon receipt of each invoice the Village will approve payment in accordance with its claims procedures within thirty (30) days of receipt.

Voorhees Associates Guarantee

It is the policy of Voorhees Associates to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Board of Trustees not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Tinley Park beyond the normal three visits.

Upon appointment of a candidate, Voorhees Associates provides the following guarantee: should the selected and appointed candidate at the request of the Village of Tinley Park or the employee's own determination, leave the employ of the Village of Tinley Park within the first 24 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employee for a period of five years.

Why Choose Voorhees Associates?

The heart and soul of a professional recruitment firm is the expertise it brings to its clients. Voorhees Associates consultants are all experienced local government executives who have demonstrated careers and expertise that brings first hand knowledge of the disciplines in which they now consult. This knowledge can assist clients in designing the appropriate interview questions, the development of written and oral exercises to best assess candidates' abilities, and facilitation of the clients' discussion of the candidates.

Our process reflects the client's goals and objectives—therefore, the time we spend developing the Recruitment Brochure is critical in our understanding of the challenges, opportunities, and culture of the position under consideration. Our candidate assessment and interviewing skills are based on thousands

of interviews over the course of our Consultants' many years of experience in the recruitment and selection field. This professional familiarity allows us to be sensitive to the nuances, not only the obvious. In addition, as experienced local government professionals, our Consultants are able to ask probing, thoughtful questions and effectively evaluate the candidates' answers. We provide the client with a diverse list of potential candidates who have been fully vetted by our staff and who are truly interested in and well-qualified for the position. We respect the confidentiality of candidates' applications and are respectful of the candidates' current employment situation when we conduct reference calls. We are not a gatekeeper—clients will be provided with a list of everyone who applied and may view the résumés should they so desire.

Our firm's executive recruitment standards embrace a professional process of integrity, trust, and respect toward all parties involved and a commitment toward meeting the expressed needs and desires of our Client. Our ultimate goal is for the client to be completely satisfied with the selected candidate.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,

Heidi Voorhees

Heidi J. Voorhees
President
Voorhees Associates, LLC

ACCEPTED BY THE VILLAGE OF TINLEY PARK, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

ORDINANCE NUMBER 2013-O-057
AN ORDINANCE AMENDING TITLE 11, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSE

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, pursuant to the Village's home rule powers as provided by Article VII, Section 6 of the 1970 Illinois Constitution, as follows:

SECTION ONE

That Subsection A of Section 112.22, of Chapter 112 of the Tinley Park Municipal Code be and is hereby amended by an addition of :

One (1) Class E Liquor License which are permitted Licenses being seven (7)

SECTION TWO

The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

SECTION THREE

That this ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this ____ day of _____, 2013, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day _____, 2013, by the President of Village of Tinley Park.

_____
EDWARD J. ZABROCKI
VILLAGE PRESIDENT

ATTEST:_____
PATRICK E. REA
VILLAGE CLERK

COMMENTS FROM BOARD AND STAFF

COMMENTS FROM THE PUBLIC

ADJOURNMENT