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 FEBRUARY 4, 2014.

**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. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 2, 2014 AT THE 6800 BLOCK OF 176TH PLACE FROM NOON TO 10:30 P.M.
B. REQUEST FROM VFW POST #2791 TO CONDUCT A RAFFLE WITH A DRAWING EACH TUESDAY FOR ONE YEAR.
C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $2,360,647.16 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FEBRUARY 7 AND FEBRAURY 14, 2014.

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

COMMENTS:

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**ITEM # 4**

SUBJECT: **CONSIDER ORDINANCE NUMBER 2014–O–001 AN ORDINANCE ESTABLISHING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS – Trustee Seaman**

ACTION: Discussion: The Village of Tinley Park has financial needs to support ongoing operations and capital projects that are not able to be fully addressed by the Village's current revenue sources. Financial forecasts have projected that normal inflationary and contractually driven growth in the Village's expenses will outstrip its expected revenue sources in the near future if corrective actions are not taken. With the financial stability of the State of Illinois and Cook County at risk, the Village wishes to establish greater stability in its primary revenue sources independent of revenues derived from these sources. The Village desires to be proactive and not reactive to such financial circumstances. The Village also desires to stabilize its reliance on property taxes and simultaneously rebalance its primary revenue sources. The proposed Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax (Home Rule Sales Tax) will be at a rate of 0.75% and is comparable and competitive with rates imposed by other area communities. Home Rule and Non-Home Rule Sales Taxes are commonly imposed by communities throughout the State. Most of the communities surrounding Tinley Park and the larger suburban area already have a local sales tax in effect. The Home Rules Sales Tax will not apply to titled goods such as vehicles. Most grocery and medical/drug items will also be exempt from the proposed tax. It is expected that approximately half of the revenues generated by the Home Rule Sales Tax will be derived from shoppers living outside of Tinley Park. A portion of the revenue is expected to be used to support the Village's Emerald Ash Borer tree replacement program in the near term and other capital needs such as the Pavement Management Program in the long term. The Home Rule Sales Tax rate would become effective on July 1, 2014 and would apply to purchases made on or after that date. The Village will receive its first monthly distribution of revenues from the tax in October 2014. This item was discussed at the joint Finance and Economic Development and Budget, Audit and Administration Committees meeting held on February 4, 2014 and recommended for approval. **This Ordinance is eligible for first reading.**

COMMENTS:

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**ITEM # 5**

SUBJECT: **CONSIDER RESOLUTION NUMBER 2014-R-006 AUTHORIZING A FAÇADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183RD STREET (MACK INVESTIMENTS LLC) – Trustee Seaman**

ACTION: Discussion: As part of the remodeling project for MACK INVESTMENTS LLC, the Mainstreet Commission has recommended approval of an incentive for 18240 South Oak Park Avenue and 6800 West 183rd Street for one-half of the approved façade improvements, not to exceed $35,000. Completion is expected by January 1, 2015. The façade is estimated to cost $116,000. 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 January 15, 2014, and by the Finance and Economic Development Committee on January 21, 2014. **This Resolution is eligible for first reading.**

COMMENTS:

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**ITEM # 6**

SUBJECT: **CONSIDER AWARDING A CONTRACT TO CSR ROOFING CONTRACTORS, INC. OF OAK PARK, IL FOR THE COMMUNITY RESOURCE COMMISSION (CRC) BUILDING ROOF REPLACEMENT PROJECT - Trustee Staunton**

ACTION: Discussion: The proposed contract consists of the roof replacement at the CRC Building. Work will include of demolition and removal of the existing roof system, installation of a new asphalt-built up roofing system, demolition and deck repair of abandoned equipment as required, installation of new sheet metal flashings and trim, including new gutters. The work also includes related grounds repairs, sealant and carpentry work as necessary to complete the work. Quotes were required for this project from four (4) contractors and two (2) bids were received as follows:

| Contractor | Bid Amount |
|---|---|
| **CSR Roofing Contractors, Inc. of Oak Park, IL** | **$17,530** |
| R.B. Crowther, of Morris, IL | $19,777 |
| **Budgeted Amount** | **$16,500** |

The low bid is $17,530 which is $$1,030 over the budgeted amount for the project. The budget difference is to be covered by the surplus from the Fire Station # 3 Roof Repair Project that was contracted at $10,000 under the budgeted amount. This item was discussed at the Public Works Committee meeting held on February 13, 2014, and recommended for approval. **Consider authorizing a contract with CSR Roofing Contractors, Inc. of Oak Park, IL , Bourbonnais, Illinois for the Community Resource Commission Building Roof Replacement Project in an amount not to exceed $17,530.**

COMMENTS:

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**ITEM # 7**

**SUBJECT: CONSIDER APPROVAL OF A UTILITY SERVICE CONTRACT WITH CALL ONE - Trustee Leoni**

ACTION: Discussion: The Village has contracted with Call One since 2009 for various phone services. The Village has been pleased with Call One. Our Call One representative recently contacted us to propose a change in services not currently with Call One. This proposal suggested moving three (3) PRI (Primary Rate Interface) lines currently with AT&T to Call One. Call One includes 20,000 minutes per month in local Bands A, B, and C as part of each PRI circuit, whereas the minutes are charged separately with the current provider. The Call One included minutes of the three PRI lines are bundled and would cover the majority of our normal monthly local usage. This change is expected to save the Village approximately $11,000 a year over the three year contract term. This item was discussed at a Budget, Audit, and Administration Committee meeting held earlier this evening. **If the recommended for approval, consider approving the contract with Call One for the three PRI lines.**

COMMENTS:

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**ITEM # 8**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD AND STAFF

COMMENTS:

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**ITEM # 9**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS:

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**ITEM # 10**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:

LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

TO DISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

COMMENTS:

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**ITEM # 11**

ADJOURNMENT

# MINUTES OF THE BOARD OF TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD FEBRUARY 4, 2014

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on February 4, 2014. President Zabrocki called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

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

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

Motion was made by Trustee Grady, seconded by Trustee Staunton, Jr., to approve and place on file the minutes of the regular Village Board meeting held on January 21, 2014. Vote by voice call. President Zabrocki declared the motion carried.

President Zabrocki presented the following consent agenda items:

A. REQUEST FROM RIVERSIDE HEALTHCARE FOUNDATION TO CONDUCT A RAFFLE ON SATURDAY, MARCH 1, 2014, AT TINLEY PARK CONVENTION CENTER.
B. REQUEST FROM VFW POST #2791 TO CONDUCT A RAFFLE WITH A DRAWING EVERY WEDNESDAY FOR ONE YEAR.

C. REQUEST FROM GOOD SHEPHERD MANOR FOUNDATION TO CONDUCT A RAFFLE ON SUNDAY, APRIL 27, 2014, AT THE ODYSSEY COUNTRY CLUB.
D. REQUEST FROM PARK LAWN TO CONDUCT A FUNDRAISER (TAG DAYS) ON FRIDAYS AND SATURDAY, APRIL 11, 18 AND 19, 2014.
E. REQUEST FROM MERCY HOME FOR BOYS AND GIRLS TO CONDUCT A FUNDRAISER (TAG DAYS) ON SATURDAY, MARCH 8 AND SUNDAY, MARCH 9, 2014.
F. REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, AUGUST 2, 2014, ON THE 8200 BLOCK OF 164TH CT.
G. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF $635,527.89 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JANUARY 24 AND JANUARY 31, 2014.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, 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, Village Clerk Patrick E. Rea, CONDUCTED A SWEARING IN CEREMONY FOR PATROL OFFICER TIMOTHY W. GRAVES.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Seaman, to adopt and place on file RESOLUTION NUMBER 2014-R-002 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – TRAFFIC SIGNAL AT 159TH STREET AND 71ST COURT. On December 23, 2013, the Village was notified that the Illinois Department of Transportation (IDOT) is considering a traffic signal upgrade for the intersection at 159th Street and 71st Court. This intersection leads into the Hobby Lobby/Burlington Coat Factory side of Tinley Park and the Meijers Food Store on the Orland Park side. The IDOT scope of work calls for converting the east/west left turn lanes into dedicated turn lanes with an LED upgrade and pedestrian signalization and push buttons. Additionally, emergency vehicle Opticom equipment and uninterruptible power supply would be installed. Since the Village of Tinley Park controls the south portion of 71st Court, IDOT is requesting that the Village share in the cost of the construction and engineering. The Village's share of $9,057 includes $2,157 for engineering and $6,900 for construction costs. Robinson Engineering is currently reviewing the plans and specifications for this project. IDOT is proposing awarding the contract for this work in February 2014 with construction expected in the spring of 2014. If approved by the Village Board, funding will be allocated in the 2015 Fiscal Year Budget. This item was discussed at the Public Works Committee meeting held on January 14, 2014, 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 Hannon, to adopt and place on file RESOLUTION NUMBER 2014-R-003 AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CRANA HOMES, INC. FOR THE BROOKSIDE MEADOWS PHASE I DEVELOPMENT FOR LETTER OF CREDIT REDUCTION AND ISSUANCE OF CASH BOND. This Resolution would authorize an agreement between the Village of Tinley Park and Crana Homes Inc., which would eliminate a $ 572,487 letter of credit for the public improvements for Brookside Meadows Phase 1 subdivision and authorize the acceptance of the public improvements for the subdivision (except as noted for sidewalks and street trees to be installed in the future when the remaining vacant lots are built upon). In lieu of the letter of credit, the Village would require a $10,000 cash bond per buildable lot to be supplied prior to the issuance of the individual building permits. The cash payments would be held to ensure the installation of sidewalks and street trees in this phase and to repair any damage to existing public improvements. Additionally, the Village will take ownership of the sanitary lift station that services this neighborhood. The balance of the utilities and public improvements have been installed and accepted by the Village Engineer and found to be in compliance with Village standards. This item was discussed at the Public Works Committee meeting held on January 14, 2014, 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 Grady, to adopt and place on file RESOLUTION NUMBER 2014-R-004 AUTHORIZING A CHANGE ORDER TO A CONTRACT WITH ERA VALDIVIA OF CHICAGO, ILLINOIS FOR POST ONE (1) REPAIRS AND INTERIOR PAINTING. At the September 17, 2013, Village Board meeting, a contract in the amount of $489,000 was awarded to Era Valdivia Contractors for repairs and painting to the Post One (1) water reservoir. Funds in the amount of $800,000 were budgeted in the current fiscal year budget for this expenditure. As the contract with Era Valdivia was $311,000 under the budgeted amount, the Village requested a quote from the contractor to also paint the exterior of the tank. The quote to the Village was for $196,890, which would represent an approximate 40% increase to the original contract amount. Staff is recommending the change order to the contract for several reasons, including but not limited to:

1. Tank will not need to be drained twice;
2. Additional contractor mobilization costs will not be incurred; and
3. Savings of approximately $5,000 in inspection fees.

This item was discussed at the Public Works Committee meeting held on January 14, 2014, 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 Hannon, to table indefinitely RESOLUTION 2014-R-005 AUTHORIZING A LEASE AND ACCESS AGREEMENT FOR FIBER OPTIC EQUIPMENT INSTALLATION AND MAINTENANCE BETWEEN THE VILLAGE OF TINLEY PARK AND CHICAGO SOUTHLAND FIBER NETWORK. Vote by voice call. President Zabrocki declared the motion carried.

Motion was made by Trustee Staunton, Jr., seconded by Trustee Hannon, to AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH WRB, LLC FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE INTERGOVERNMENTAL AGREEMENT WITH OAK LAWN REGARDING BULK WATER SERVICES. Since August 2009, the Village has contracted with WRB, LLC for professional services related to the negotiation of the new Oak Lawn Water Contract. There is some post agreement follow up work expected including monitoring the terms of draft agreements with the Southeast and North system customers. The amount proposed for this agreement is $10,000. In accordance with the Intergovernmental Agreement with Oak Forest, New Lenox, Orland Park and Mokena, the Village of Tinley Park will act as contract administrator and is authorized to execute the contract on behalf of the other communities. The Village's share of the Oak Lawn contract negotiation expenses is approximately 28% ($2,800). This item was mentioned at the Public Works Committee meeting held on January 28, 2014. 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 Hannon, to AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND HOLLAND AND KNIGHT FOR LEGAL SERVICES IN CONNECTION WITH THE INTERGOVERNMENTAL AGREEMENT WITH OAK LAWN REGARDING BULK WATER SERVICES. Since February 2010, the Village has contracted with Holland and Knight in relation to the negotiation of the new water supply agreement with Oak Lawn. There is some post agreement follow up work expected, including clean up of exhibits and monitoring the terms of draft agreements with the Southeast and North system customers. The amount proposed for this agreement is $41,000. In accordance with the Intergovernmental Agreement with Oak Forest, New Lenox, Orland Park and Mokena, the Village of Tinley Park will act as contract administrator and is authorized to execute the contract on behalf of the other communities. Per the Intergovernmental Agreement, all professional services will be shared on a pro-rata basis between the five (5) communities jointly participating in the negotiations with Oak Lawn. The Village's prorated share of this contract will be $11,480 (28%). This item was mentioned at the Public Works Committee meeting held on January 28, 2014. 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 AWARD A CONTRACT TO TENCO EXCAVATING, INC. FOR WATER MAIN REPLACEMENT FROM 17000 – 17030 OAK PARK AVENUE. The proposed contract is for the replacement of

approximately 450 feet of 8" water main from 17000 – 17030 S. Oak Park Avenue. This section of water main has experienced five (5) failures since 2001.

This Project was advertised in accordance with state bidding laws and received ten sealed bids. Bids were opened and read publicly on Thursday, January 16, 2014, at 10:01 AM by the Village Deputy Clerk, with the Water & Sewer Superintendent present and received as follows:

| Contractor | Bid Amount |
|---|---|
| **Tenco Excavating, Inc., Bourbonnais, IL** | **$214,549.00** |
| Olthoff, Inc., Chicago Heights, IL | $216,823.08 |
| J. Congdon Sewer Services, Inc., Carol Stream, IL | $236,345.00 |
| Airy's Inc., Tinley Park, IL | $238,638.00 |
| Bisping Construction, New Lenox, IL | $245,635.04 |
| D Construction, Inc., Coal City, IL | $265,994.00 |
| Suburban General Construction, Inc., LaGrange Park, IL | $267,943.00 |
| M & J Underground, Inc., Monee, IL | $277,152.00 |
| Len Cox & Sons Excavating, Crest Hill, IL | $279,125.00 |
| Swallow Construction, Downers Grove, IL | $312,468.00 |
| **Budgeted Amount** | **$338,000.00** |

The low bid was $214,549 which is $123,451 under the budgeted amount for the project. This item was discussed at the Public Works Committee meeting held on January 28, 2014, 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.

At this time, President Zabrocki asked if anyone from the Board or staff would care to address the Board. No one came forward.

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

Motion was made by Trustee Seaman, seconded by Trustee Leoni, to ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING: THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED AND; TO DISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY at 8:12 p.m. Vote on roll call: Ayes: Seaman,

Hannon, Maher, Staunton, Jr., Leoni, Grady. Nays: None. President Zabrocki declared the motion carried.

Motion was made by Trustee Leoni, 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 8:49 p.m.

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

APPROVED:

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Edward J. Zabrocki
Village President

ATTEST:

_____

Patrick E. Rea
Village Clerk

RECEIVED
FEB 10 2014
VILLAGE OF TINLEY PARK

**VILLAGE OF TINLEY PARK**
**16250 South Oak Park Avenue**
**DATE:** FEB 10, 2014

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

1. NAME OF ORGANIZATION: VFW POST 2791

2. ADDRESS: 17147 S. OAK PARK AVE TP.

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLES DRAWING: 17147 S. OAK PARK AVE T.P.

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

| | | | | | |
|---|---|---|---|---|---|
| RELIGIOUS | [ ☐ ] | CHARITABLE | [☐] | LABOR | [☐] |
| FRATERNAL | [ ☐ ] | EDUCATIONAL | [☐] | VETERANS | [☒] |
| BUSINESS | [ ☐ ] | | | | |

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 73 YRS.

7. PLACE AND DATE OF INCORPORATION: TINLEY PARK MARCH 1941

8. NUMBER OF MEMBERS IN GOOD STANDING: 750

9. PRESIDENT/CHAIRPERSON: WILLIAM CONNER

ADDRESS: [redacted]

SOCIAL SECURITY NO. [redacted] DATE OF BIRTH: [redacted]

10. RAFFLES MANAGER: ROGER BARTON

ADDRESS: [redacted]

SOCIAL SECURITY NO. [redacted] DATE OF BIRTH: [redacted]

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

NAME: ROGER BARTON

ADDRESS: [redacted]

SOCIAL SECURITY NO. [redacted] DATE OF BIRTH: [redacted]

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)
AVAILABLE FOR PURCHASE EVERY DAY

13. LOCATION OF SALES: VFW POST 2791

14. LOCATION FOR DETERMINING WINNERS: VFW POST 2791

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)
TUESDAY OF EACH MONTH. DRAWING CONDUCTED DURING VFW MEETING STARTS AT 7:30 PM

16. TOTAL RETAIL VALUE OF ALL PRIZES: $ 2000.00
17. MAXIMUM RETAIL VALUE OF EACH PRIZE: $
18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD $ 20.00

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY) $

TIME PERIOD FOR A LICENSE

**ATTESTATION**

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

NAME OF ORGANIZATION: VFW POST 2791

EXECUTIVE DIRECTOR: Roger Barton

THIS PROGRAM IS OUR SUTTER SCHOLARSHIP RAFFLE. 200 TICKETS ARE SOLD FOR $20.00 EACH DURING 2014. RAFFLES HELD EACH MONTH IN 2015. $4000, TOTAL INCOME - $2000.00 RETURNED TO WINNERS IN PRIZES, $2000.00 USED FOR SCHOLARSHIPS AT ANDREW H.S. IN 2015 AND 2016.

RECEIVED
N/D
FEB - 8 2014
VILLAGE OF TINLEY PARK

# BLOCK PARTY APPLICATION

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

Representative: Debra Sanders
Address: 6901 W. 176th Place Tinley Park Phone: 708-429-0399
Organization:
Specific Location of Party: 6841 to 6933 on 176th Place
Request Date: Saturday August 2, 2014 Alternate Date: Saturday August 9, 2014
Time: 12:00 Noon a.m. / p.m. To: 11:30 a.m. / p.m.
Purpose: Neighborhood get together to have fun
Person or Persons In Charge:
Name: Debra Sanders Phone: 708-429-0399
Name: Phone:
Name: Phone:
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

**PLEASE NOTE**

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

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

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

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

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

Signed: Debra Sanders 2/7/14

**VILLAGE USE ONLY**

| | | |
|---|---|---|
| Fire Chief: | Approved ☐ | Not Approved ☐ |
| Police Chief: | Approved ☐ | Not Approved ☐ |
| Village Clerk: | Approved ☐ | Not Approved ☐ |

Permits & Licenses Committee:

**ORDINANCE NO. 2014 –O-001**

**AN ORDINANCE ESTABLISHING A HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND A HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, (hereinafter sometimes referred to as the "Village") pursuant to the provisions of the Constitution of the State of Illinois of 1970, particularly Article VII, Section 6(a), is a home rule unit; and

**WHEREAS**, the Village is authorized to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Village wishes to reduce its reliance on property taxes to support its operations; and

**WHEREAS**, pursuant to the Village's home rule authority and Sections 8-11-1 and 8-11-5 of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 8-11-5), the Village is authorized to impose a home rule retailers' occupation tax and a home rule municipal service occupation tax; and

**WHEREAS,** the Village has considered and determined that certain Village expenditures, including but not limited to needed capital improvements, Village infrastructure, public safety, and municipal operations, will require new or increased revenues; and

**WHEREAS**, the Village President and Board of Trustees have carefully studied and considered the possible sources of such additional revenue and have determined that, at present, an equitable and economical revenue solution would be the imposition of a local home rule sales tax in the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park find that imposing a local home rule sales tax furthers the public health, welfare and safety, and is in the best interests of the Village, its residents and the public; and

**WHEREAS**, the Village also wishes to provide adequate funding for its capital needs including the maintenance of the Village's streets and bridges through its long-term Pavement Management Program.

**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:** The Whereas clauses set forth above are hereby incorporated as operative provisions hereof.

**SECTION 2: Tax imposed.**

A) A tax (hereinafter referred to as the "Home Rule Municipal Retailers' Occupation Tax") is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in the Village of Tinley Park at the rate of three quarters of one percent **(0.75%)** of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and

B) A tax (hereinafter referred to as the "Home Rule Municipal Service Occupation Tax") is hereby imposed upon all persons engaged in the Village of Tinley Park in the business of making sales of service, at the rate of three quarters of one percent **(0.75%)** of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service.

C) This "Home Rule Municipal Retailers' Occupation Tax" and this "Home Rule Municipal Service Occupation Tax" shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other

than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.

D) The imposition of these home rule taxes is in accordance with and subject to the provisions of Sections 8-11-1 and 8-11-5, respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 5/8-11-5).

**SECTION 3: Illinois Department of Revenue to administer, collect and enforce.**

The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois in accordance with the provisions of 65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**SECTION 4: Clerk to file Ordinance with Illinois Department of Revenue.**

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before **April 1, 2014**.

**SECTION 5: Effective date.**

This Ordinance shall take effect on (i) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or (ii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

**SECTION 6: Interpretation statement of interest – application to existing agreements.**

It is understood that the Village has previously entered into certain agreements providing for certain incentive payments from specific sales tax revenues (as defined in each agreement) collected pursuant to sales tax laws in effect at the time of entering into each such agreement and being collected by the Department of Revenue. This President and Board of Trustees hereby declares that the revenue generated by the taxes imposed in this Ordinance was never

contemplated to be nor intended to be subject to the incentive payment requirements provided for in each and every such agreement, including the calculation of the incentive payments that are provided for and/or due under such agreements.

This President and Board of Trustees further finds and declares that it is the specific intent of this President and Board of Trustees that the tax revenue generated by the taxes imposed under this Ordinance are not subject to any rebates or incentive payments under any agreements entered into by the Village prior to the passage of this Ordinance.

It is further found and declared by this President and Board of Trustees that all such pre-existing agreements relate solely to revenue generated from taxes imposed as of the effective dates of each and every such agreement.

Also, it is specifically found and declared by this President and Board of Trustees that the terms "sales tax" and "sales tax revenue" as used in each and every such pre-existing incentive agreement do not refer to nor include any home rule municipal retailers occupation tax and/or home rule service occupation tax imposed by the Village under this Ordinance 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.

**SECTION 7: Repeal of conflicting provisions.**

All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**SECTION 8: Severability**

Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 9: Publication in pamphlet form. Full force and effect.**

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

**SECTION 10: Add to Table X of the Tinley Park Municipal Code**

Reference to the passage of this Ordinance shall be added to Table X of the Table of Special Ordinances in the Municipal Code of the Village.

**PASSED** 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

**RESOLUTION NO. 2014-R-006**

**RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183RD STREET (MACK INDUSTRIES LLC)**

**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 18240 South Oak Park Avenue and 6800 West 183rd Street (Mack Industries LLC). 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

STATE OF ILLINOIS )

COUNTY OF COOK )

COUNTY OF WILL )

## CLERK'S CERTIFICATE

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

**RESOLUTION NO. 2014-R-006**

**RESOLUTION AUTHORIZING AN FACADE IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 18240 SOUTH OAK PARK AVENUE AND 6800 WEST 183RD STREET (MACK INDUSTRIES LLC)**

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

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

AYES:

NAYS:

ABSENT:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this ____day of _____, 2014.

_____

VILLAGE CLERK

DRAFT

# FACADE IMPROVEMENT AGREEMENT – MACK INVESTMENTS

**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 **MACK INVESTMENTS II LLC SERIES 183RD STREET COMMERCIAL,** an Illinois Limited Liability Company (hereinafter referred to as "MACK INVESTMENTS").

## 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,** MACK INVESTMENTS is the owner of certain property commonly known as 18240 S. Oak Park Avenue, Tinley Park, Cook County, Illinois, P.I.N. 28-31-307-017-0000 and 6800 West 183rd Street, Tinley Park, Cook County, Illinois 28-31-307-018-0000 (hereinafter referred to as the "Property"). MACK INVESTMENTS intends to remodel the existing building and construct a new façade at a total cost of approximately One Hundred Sixteen Thousand and no/100 Dollars ($116,000.00) (hereinafter referred to as the "Project"), which a portion of the Project is eligible for the Village's Facade Improvement Program; and

**WHEREAS,** the VILLAGE is desirous of having MACK INVESTMENTS operate a successful facility 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 MACK INVESTMENTS 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 MACK INVESTMENTS of all of the terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to pay fifty percent (50%) of the costs of constructing the approved expenditures of the proposed new facade on the Property or the sum of Thirty Five Thousand Dollars ($35,000.00), whichever is less, from the VILLAGE's Facade Improvement Program. This sum shall be used by MACK INVESTMENTS solely for construction costs and/or expenses relating to the Project. The VILLAGE shall not contribute more than Thirty Five Thousand and no/100 Dollars ($35,000.00) for constructing the proposed new facade and reimbursement of expenses.

B. The VILLAGE shall pay MACK INVESTMENTS 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 MACK INVESTMENTS

A. MACK INVESTMENTS shall commence construction of the Project on or before July 1, 2014, and shall be completed within a reasonable time thereafter with the expected completion date being no later than January 1, 2015. MACK INVESTMENTS 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, and/or any and all rules and regulations thereunder. The facade shall be constructed in accordance with VILLAGE design guidelines and the approval previously given by the VILLAGE's Main Street Commission and the Village Board's Finance and Economic Development Committee.

B. MACK INVESTMENTS shall give notice and/or require the title holder of record (if at any time different than MACK INVESTMENTS) of the Property to give the VILLAGE notice regarding any forfeiture by MACK INVESTMENTS 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. MACK INVESTMENTS 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 MACK INVESTMENTS's failure to do so shall constitute a material breach of this Agreement.

D. MACK INVESTMENTS 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. Any exception to this payment schedule is at the sole discretion of the VILLAGE.

## III. Representations and Warranties of MACK INVESTMENTS

MACK INVESTMENTS hereby makes the following representations and warranties:

A. That the approximate cost of the Project is One Hundred Sixteen Thousand and no/100 Dollars ($116,000.00), and that MACK INVESTMENTS 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 MACK INVESTMENTS shall at all times comply with any and all local zoning, building, 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 MACK INVESTMENTS 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 MACK INVESTMENTS and/or MACK INVESTMENTS'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 Agree

ment.

**E. That the approved façade shall not be destroyed, altered or removed for a period ending ten (10) years from the date of this agreement. Full and immediate repayment of the $35,000.00 Incentive will be required (with no additional penalty) if the façade is destroyed, altered or removed without the express advance written approval of the VILLAGE.**

## 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 MACK INVESTMENTS:

1. Mr. Henry Hill
   MACK INVESTMENTS
   16800 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 MACK INVESTMENTS 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 MACK INVESTMENTS 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 MACK INVESTMENTS and/or the VILLAGE which relate in any way to the terms and conditions of this Agreement, MACK INVESTMENTS, upon notice from the VILLAGE, shall fully and vigorously assume the entire defense of such lawsuit, and shall further assume any and all expenses of whatever nature relating thereto; provided, however, that MACK INVESTMENTS 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 MACK INVESTMENTS 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, MACK INVESTMENTS 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 MACK INVESTMENTS for breach of this Agreement and secures a judgment in its favor, the VILLAGE shall be entitled to recover from MACK INVESTMENTS 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. MACK INVESTMENTS, 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. MACK INVESTMENTS, 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 MACK INVESTMENTS, 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. MACK INVESTMENTS warrants that he is 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 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

MACK INVESTMENTS

_____
Mr. Henry Hill
President

## 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 and caused the corporate seal of said municipal corporation to be affixed thereto, 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 the above-named Mr. Henry Hill 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 signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2012

Commission expires _____. _____
Notary Public

# Memorandum

**TO:** Dale Schepers, Public Works Director

**From:** John Urbanski, Facilities & Fleet Superintendent

**Date:** January 28, 2014

**Subject:** Recommend Construction Contract Award:
**CRC BUILDING ROOF REPLACEMENT PROJECT**

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Presented for February 13, 2014 Public Works Committee discussion and possible action:

Description:
Work consists of the replacement at the CRC Facility, 18241 80th Ave. Work includes demolition and removal of existing roof system; installation of new Asphalt-Built up Roofing system; Demolition of and deck repair at abandoned equipment as required; installation of new sheet metal flashings and trim, including new gutters to match existing. The work also includes related grounds repairs as necessary to complete the work; related sealant and carpentry work. Quotes were requested for this project from four contractors by Industrial Roofing Services (IRS) and received two bids.

| **Contractor** | **As Read & Calculated Bid** |
|---|---|
| CSR Roofing Contractors, Inc., Oak Park, IL | $ 17,530.00 |
| R.B. Crowther, Morris, IL | $ 19,777.00 |
| Riddiford Roofing Company, Arlington Heights, IL | NO BID |
| Roof Management, Inc., Oakbrook Terrace, IL | NO BID |
| Engineer's Estimate | $16,500.00 |

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

| | |
|---|---|
| Budget Amount: | $16,500.00 |
| Contract Amount: | $17,530.00 |
| Difference – POSSIBLE OVER BUDGET - | $ 1,030.00 |

Staff Direction Request:

1. Approve a roofing contract with CSR Roofing Contractors, Inc., Oak Park, IL, for the roof replacement at the CRC Facility, 18241 80th Ave. in the amount of $17,530.00. Budget difference to be covered by Fire Station #3 Roof Repair Project that was contracted $10,000 under budget.
2. Direct staff as required.

CALLONE

# Village of Tinley Park 1010-7655-0000

## SAVINGS ANALYSIS

| | Current Rates | | | Analog - Term in Months: 24<br>Contracted Circuits - Term in Months: 36 | | | Analog - Term in Months: 24<br>Contracted Circuits - Term in Months: 36 | | |
|---|---|---|---|---|---|---|---|---|---|
| | Rate | Qty | Charge | Rate | Qty | Charge | Rate | Qty | Charge |
| **Monthly Service Charges - Analog Services** | | | | | | | | | |
| Business Line - Access Area C | $14.64 | 27.0 | $395.28 | $14.64 | 27.0 | $395.28 | $14.64 | 27.0 | $395.28 |
| EUCL | $6.95 | 27.0 | $187.65 | $6.95 | 27.0 | $187.65 | $6.95 | 27.0 | $187.65 |
| Low Baud Circuits | $3,623.29 | 1.0 | $3,623.29 | $3,623.29 | 1.0 | $3,623.29 | $3,623.29 | 1.0 | $3,623.29 |
| Additional Listings | $6.00 | 9.0 | $54.00 | $6.00 | 9.0 | $54.00 | $6.00 | 9.0 | $54.00 |
| Recorder Connector Equipment | $3.50 | 4.0 | $14.00 | $3.50 | 4.0 | $14.00 | $3.50 | 4.0 | $14.00 |
| Non- Published Listings | $3.50 | 6.0 | $21.00 | $3.50 | 6.0 | $21.00 | $3.50 | 6.0 | $21.00 |
| **Total Local Service Charges - Analog** | | | $4,295.22 | | | $4,295.22 | | | $4,295.22 |
| **Local Usage - Analog** | | | | | | | | | |
| Band A (0-8 miles) | $0.012 | 2.0 | $0.02 | $0.012 | 2.0 | $0.02 | $0.012 | 2.0 | $0.02 |
| Band B (8-15 miles) | $0.024 | 5.0 | $0.120 | $0.024 | 5.0 | $0.12 | $0.024 | 5.0 | $0.12 |
| Band C/Local Toll (over 15 Miles) | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 |
| **Total Local Usage Charges - Analog** | | | $0.14 | | | $0.14 | | | $0.14 |
| **Long Distance - Analog** | | | | | | | | | |
| Intrastate | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 |
| Interstate | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 |
| Intralata | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 |
| Intrastate 800 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 |
| Interstate 800 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 | $0.029 | 0.0 | $0.00 |
| Intralata 800 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 |
| Carrier Access Fees | $0.000 | 0.0 | $0.00 | $0.000 | 0.0 | $0.00 | $0.000 | 0.0 | $0.00 |
| **Total Long Distance Charges** | | | $0.00 | | | $0.00 | | | $0.00 |
| **ESTIMATED MONTHLY CHARGES - ANALOG** | | | 4,295.36 | | | 4,295.36 | | | 4,295.36 |

| | | | | Renewal of Existing Circuits | | | Alternate Vendor Circuits | | |
|---|---|---|---|---|---|---|---|---|---|
| **Monthly Service Charges - Contracted Circuits** | | | | | | | | | |
| PRI's | $400.00 | 3.0 | $1,200.00 | $475.00 | 3.0 | $1,425.00 | $315.00 | 3.0 | $945.00 |
| DID's | $0.20 | 1,010.0 | $202.00 | $0.20 | 1,010.0 | $202.00 | $0.20 | 1,010.0 | $202.00 |
| ISDN PRI EUCL | $31.40 | 3.0 | $94.20 | $31.40 | 3.0 | $94.20 | $31.40 | 3.0 | $94.20 |
| ISDN PRI Caller ID with Name Display | $85.00 | 0.0 | N/A | $85.00 | 0.0 | N/A | $85.00 | 3.0 | Included |
| FailSafe | $80.00 | 0.0 | N/A | $80.00 | 0.0 | N/A | $80.00 | 3.0 | Included |
| Point-to-Point | $391.95 | 1.0 | $391.95 | $391.95 | 1.0 | $391.95 | $391.95 | 1.0 | $391.95 |
| **Total Local Usage Charges - Contracted Circuits** | | | $1,888.15 | | | $2,113.15 | | | $1,633.15 |
| **Local Usage - Contracted Circuits** | | | | | | | | | |
| Band A (0-8 miles) | $0.012 | 35,665.0 | $427.98 | $0.012 | 35,665.0 | $427.98 | $0.012 | 35,665.0 | Included |
| Band B (8-15 miles) | $0.024 | 3,735.0 | $89.64 | $0.024 | 3,735.0 | $89.64 | $0.024 | 3,735.0 | Included |
| Band C/Local Toll (over 15 Miles) | $0.018 | 1.2 | $0.02 | $0.018 | 1.2 | $0.02 | $0.018 | 1.2 | Included |
| Intralata | $0.018 | 9,012.6 | $162.23 | $0.018 | 9,012.6 | $162.23 | $0.018 | 9,012.6 | Included |
| **Local Toll** | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 |
| **Total Local Usage Charges** | | | $679.87 | | | $679.87 | | | $0.00 |
| **Long Distance** | | | | | | | | | |
| Intrastate | $0.029 | 205.0 | $5.95 | $0.029 | 205.0 | $5.95 | $0.029 | 205.0 | $5.95 |
| Interstate | $0.029 | 1,634.7 | $47.41 | $0.029 | 1,634.7 | $47.41 | $0.029 | 1,634.7 | $47.41 |
| Intralata | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 | $0.018 | 0.0 | $0.00 |
| Carrier Access Fees | $0.000 | 0.0 | $0.00 | $0.000 | 0.0 | $0.00 | $0.000 | 0.0 | $0.00 |
| **Total Long Distance charges** | | | $53.36 | | | $53.35 | | | $53.35 |
| **ESTIMATED MONTHLY CHARGES - CONTRACTED CIRCUITS** | | | $2,621.38 | | | $2,846.37 | | | $1,686.50 |
| **Directory Assistance** | $2.25 | 19.0 | $42.75 | $2.25 | 19.0 | $42.75 | $2.25 | 19.0 | $42.75 |
| **Sublocation Fees** | **$3.00** | **3.0** | $9.00 | **$3.00** | **3.0** | $9.00 | **$3.00** | **4.0** | $12.00 |
| **ESTIMATED TOTAL MONTHLY CHARGES** | | | $6,968.49 | | | $7,193.48 | | | $6,036.62 |
| **ESTIMATED TOTAL MONTHLY SAVINGS** | | | | | | -$225.00 | | | $931.87 |
| **ESTIMATED TOTAL % OF SAVINGS** | | | | | | -3% | | | 13% |
| **ESTIMATED TOTAL ANNUAL SAVINGS** | | | | | | -$2,699.94 | | | $11,182.48 |
| **Estimated AT&T Early Termination Charges** | | | | | | $0.00 | | | $0.00 |
| **Estimated LD Early Termination Charges** | | | | | | $0.00 | | | $0.00 |
| **Estimated Install Charges** | | | | | | $0.00 | | | $1,010.00 |
| **Estimated Service Order Charges** | | | | | | $0.00 | | | $75.00 |

Rates and discounts are valid for 30 days.

2/14/2014

| SAVINGS ANALYSIS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Current Rates | | | Analog - Term In Months: Contracted Circuits - Term In Months: | | 24 36 | Analog - Term In Months: Contracted Circuits - Term In Months: | | 24 36 | |
| | Rate | Qty | Charge | Rate | Qty | Charge | Rate | Qty | Charge | |
| Estimated Total Conversion Charges | | | | | | $0.00 | | | $1,085.00 | |
| ESTIMATED 1ST YEAR SAVINGS | | | | | | -$2,699.94 | | | $10,097.48 | |
| ESTIMATED TOTAL SAVINGS | | | | | | -$8,099.78 | | | $32,498.48 | |

***Alt Vendor ISDN PRI's include 20,000 local usage, Failsafe routing and Caller ID with Name display.**

Rates and discounts are valid for 30 days.

2/14/2014

SPC SUBURBAN PURCHASING COOPERATIVE

CALLONE®

# ISDN-PRI

# Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer: Village of Tinley Park

Address: 16250 S. Oak Park Ave.

City: Tinley Park ST: IL ZIP: 60477

**Please check box to determine term and discount**

[ ] **1 Year**

[ ] **2 Year**

[X] **3 Year**

**Additional Charges**: Each ISDN PRI inclusive of 20,000 Band A, B and C minutes, Caller ID w/Name and Failsafe routing. DID Porting/Installation Charge $1.00/DID number. DID MRC at $2.00/block of ten (10). 30% discount on applicable features. Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC fees.

**Service/Additional Terms:**
Install three (3) new ISDN PRI's, each inclusive of 20,000 Band A, B and C minutes, Caller ID w/Name and Failsafe routing to replace the following existing ISDN PRI's: Circuit ID's .DZZD.584654.001.LB, .DZZD.584654.003.LB and .DZZD.584654.005.LB under BTN 708-R06-0069. Tag at the demarc.

**Billing Telephone Numbers (BTN) associated with this account:**

| Physical Location | City, State | BTN |
|---|---|---|
| 17355 68th Ct. | Tinley Park, IL 60477 | NEW |

| Circuit ID | NRC | MRC | Term |
|---|---|---|---|
| NEW | $2,000.00 (Waived) | $315.00 | 36 Months |
| NEW | $2,000.00 (Waived) | $315.00 | 36 Months |
| NEW | $2,000.00 (Waived) | $315.00 | 36 Months |

*Authorized customer signature* *Date* *CallOne authorized signature*

*Print name* *Title* *Print name* *Date*

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

20380 ALT PRI

# Terms and Conditions

1. **Term**. Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.

2. **Rates**. (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.

3. **Authorization**. Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. **Existing Commitments**. (a) If Customer has an existing term commitment contract with another service provider (a "**Third Party Commitment**") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.

5. **Early Termination/Cancellation**. Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.

6. **Inside Wiring**. The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.

7. **Liability**. The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.

8. **Applicability of Tariffs**. This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

9. **Assignment**. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

10. **Entire Agreement**. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

11. **Jurisdiction / Collection Costs**. Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

*Customer initials* _____

*Call One initials* _____

20380
ALT PRI

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

# COMMENTS FROM BOARD AND STAFF

# COMMENTS FROM THE PUBLIC

# ITEM # 10

SUBJECT: ADJOURN TO EXECUTIVE SESSTION TO DISCUSS THE FOLLOWING:

A) LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

**B)** TO D ISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

# ADJOURNMENT