



Village of Hanover Park Administration

Municipal Building
2121 Lake Street
Hanover Park, IL 60133-4398

630-823-5600
FAX 630-823-5786
www.hpil.org

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR MEETING

Municipal Building: 2121 Lake Street, Hanover Park, IL 60133

Thursday, October 24, 2013
7:30 p.m.

AGENDA

1. CALL TO ORDER – ROLL CALL

2. PLEDGE OF ALLEGIANCE

Flag Ceremony to be performed by Pack 398

3. ACCEPTANCE OF AGENDA

4. PRESENTATIONS

- a. Recognition – Recycling Event Volunteers
- b. Proclamation – Anti-Bullying Awareness Month
- c. Proclamation – DuPage Community Foundation Week

5. TOWNHALL SESSION

Persons wishing to address the public body must register prior to Call to Order. Please note that public comment is limited to 5 minutes.

6. VILLAGE PRESIDENT REPORT – RODNEY S. CRAIG

Consent Agenda - Omnibus Vote

Illinois law permits municipalities to adopt by one single unanimous roll-call vote of the Board of Trustees and the Village President a group of designated ordinances, orders resolutions, or motions placed together for voting purposes in a single group. This Omnibus Vote may be made following the following sample motion: *"I move to approve by omnibus vote items in the Consent Agenda."*

All items marked with (C.A.) are considered routine and thus are considered to be on the Consent Agenda. Following the motion's second, a brief discussion may be held about any designated item. If lengthier discussion or debate is needed, any Trustee or the Village President may request any item to be removed from the motion and those items will be considered during the regular course of the meeting as they appear on the agenda.

All matters listed under Consent Agenda, are considered to be routine by the Village Board and will be enacted by one motion in the form listed below. There will be no further discussion of these items. If discussion is desired, that item will be removed from Consent Agenda and will be considered separately.

- 6-A.1 (C.A.)** Waive the reading and approve the Minutes of the Workshop meeting of September 19, 2013.
- 6-A.2 (C.A.)** Waive the reading and approve the Minutes of the Regular meeting of September 19, 2013.
- 6-A.3 (C.A.)** Waive the reading and approve the Minutes of the Workshop meeting of October 3, 2013.
- 6-A.4 (C.A.)** Waive the reading and approve the Minutes of the Regular meeting of October 3, 2013.
- 6-A.5** Motion to authorize the Village President and the Village Manager to execute the Collective Bargaining Agreement dated May 1, 2013 to April 30, 2016, between the Village of Hanover Park and Metropolitan Alliance of Police for Police Officers.
- 6-A.6** Move to pass a Resolution authorizing a Redevelopment Agreement by and between the Village of Hanover Park, Illinois, and Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 concerning 1557-1559 Irving Park Road.
- 6-A.7** Motion to approve amendment to the Village of Hanover Park Ordinance # 18-92, 2003 Edition of the International Property Maintenance Code Section 302, thereby adding Section 302.12 related to exterior balcony storage.
- 6-A.8** Motion to approve an amendment to the Plant and Weed abatement Ordinance, Section 54-133 through 54-135, of the Hanover Park Municipal Code.
- 6-A.9** Motion to pass a Resolution supporting the retrofit of existing DOT-111 rail tank cars that transport packing groups I and II HAZMAT before the pipelines and hazardous materials safety administration in Docket No. PHMSA-2012-0082 (HM-251).
- 6-A.10** Move to pass an Ordinance authorizing the donation of personal property owned by the Village of Hanover Park.
- 6-A.11** Motion to approve the Annual Maintenance Agreement with Sound Incorporated in the amount of \$45,880.22 and authorize the Village Manager to sign the contract.
- 6-A.12** Motion to award a contract for Lake Street Sidewalk to A Lamp Concrete Contractors in an amount not to exceed \$23,532.00 and authorize the Village Manager to execute

the necessary documents.

6-A.13 Approve warrant SWS213 in the amount of \$954,370.55

6-A.14 Approve warrant SW659 in the amount of \$523,501.51

7. VILLAGE MANAGER'S REPORT – JULIANA MALLER

No Report Scheduled

8. VILLAGE CLERK'S REPORT – EIRA L. CORRAL

No Report Scheduled

9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL

No Report Scheduled

10. VILLAGE TRUSTEES REPORTS

10.A JENNI KONSTANZER

No Report Scheduled

10-B. EDWARD J. ZIMEL, JR.

No Report Scheduled

10-C. JAMES KEMPER

No Report Scheduled

10-D. JON KUNKEL

No Report Scheduled

10-E. BILL CANNON

No Report Scheduled

10-F. RICK ROBERTS

No Report Scheduled

11. EXECUTIVE SESSION

a. Section 2(c)(1) – Personnel

12. ADJOURNMENT



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6-A.1 (C.A.)

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
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JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR WORKSHOP MEETING Municipal Building: 2121 W. Lake Street Hanover Park, IL 60133

Thursday, September 19, 2013
6:00 p.m.

AGENDA

1. CALL TO ORDER-ROLL CALL

Mayor Craig called the meeting to order at 6:05 p.m.

Roll:

| | | | |
|--------------|---|--|---|
| PRESENT | Trustees: | Kemper, Zimel, Roberts, Kunkel, Konstanzer | – |
| | Mayor: | electronic attendance Craig | |
| ABSENT | Trustees: | Cannon | |
| ALSO PRESENT | Village Manager Juliana Maller, Village Attorney Paul, and Department Heads. | | |

Mayor Craig noted request from Trustee Konstanzer to attend electronically.

No objections.

2. ACCEPTANCE OF AGENDA

Motion by Trustee Zimel, seconded by Trustee Kemper to accept the agenda.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Kemper, Konstanzer, Roberts, Kunkel, Zimel |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | Cannon |

Motion carried: Accepted agenda.

3. REGULAR BOARD MEETING AGENDA ITEM REVIEW

None

4. DISCUSSION ITEMS

- a. Car Show Expense Recap
Car show expense recap provided by Clerk Corral. Provided a detailed report of printing costs incurred for the car show.
- b. Finance/Community and Economic Development Copier Lease
Village Manager, Juliana Maller, briefed the board on the new lease for the Finance/Community and Economic Development copier.

Questions were fielded and answered.

- c. Budget & Levy Calendar
Village Manager Maller and Finance Director Flakus presented the proposed FY' 2014 Budget and Levy Calendar to transition to a calendar year fiscal year.

Questions were fielded and answered.

Consensus was given to move forward with staff recommendation.

- d. Disposal of Trailer
Consensus was given to table discussion on disposal of trailer to find alternative process to dispose of surplus property owned by the Village of Hanover Park.

5. STAFF UPDATES

- a. ERP and Adjudication Software Implementation Schedule
It Director, Dan McGhinis, updated the board on the implementation schedule of the new software.
- b. Hanover Square Update
Village Planner, Katie Bowman, provided and update on the Hanover Square Shopping Center. Noted two trees were removed with operational funds. A preliminary budget has been proposed for the white-box build-out of the vacant spaces. Informed on-going tenant concerns continue to be worked on.

Questions were fielded and answered.

6. NEW BUSINESS

None

7. ADJOURNMENT

Motion by Trustee Zimel, seconded by Trustee Kunkel to adjourn meeting.

Roll call:

AYES: Trustees: Voice Vote; All Ayes

NAYS: Trustees: None

ABSENT: Trustee: None

Motion carried: Meeting adjourned at 6:36pm.

Recorded and transcribed by:

Eira L. Corral

Village Clerk

Minutes approved by President and Board of Trustees on this: 24th day of October 2013.



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6-A.2 (C.A.)

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR MEETING

Municipal Building: 2121 Lake Street, Hanover Park, IL 60133

Thursday, September 19, 2013
7:30 p.m.

MINUTES

1. CALL TO ORDER – ROLL CALL

Mayor Craig called the meeting to order at 7:30 p.m.

Roll:

PRESENT Trustees: Kemper, Kunkel, Roberts, Zimel
ABSENT Trustees: Cannon, Konstanzer
ALSO Village Manager Juliana Maller, Village Attorney Paul, and Department
PRESENT Heads.

2. PLEDGE OF ALLEGIANCE

All recited the pledge.

3. ACCEPTANCE OF AGENDA

Motion by Trustee Zimel, seconded by Trustee Kunkel to place items 6-A.3, 6-A.4, 6-A.5, and 6-A.6 on the Consent Agenda.

Roll call:

AYES: Trustees: Kemper, Kunkel, Roberts, Zimel
NAYS: Trustees: None
ABSENT: Trustee: Cannon, Konstanzer

Motion carried: Approved amended agenda

4. PRESENTATIONS

- a. Commendation – Officer Todd Carlson
- b. Swearing In – New Officer Miguel Zamudio
- c. Proclamation – Declaring September 19, 2013 as Drive 4 Pledges Day (Never Text and Drive) in the Village of Hanover Park, Illinois.
- d. Proclamation – Declaring the week of September 16 – 20, 2013 as Employee Recognition Week in the Village of Hanover Park, Illinois.

5. TOWNHALL SESSION

Persons wishing to address the public body must register prior to Call to Order. Please note that public comment is limited to 5 minutes.

None

6. VILLAGE PRESIDENT REPORT – RODNEY S. CRAIG

Mayor Craig, informed he was met with many state representatives and have assured him that the pension problem will be solved. Noted he has been nominated to the IML Board to represent Mayors across the state.

Motion by Trustee Zimel, seconded by Trustee Kunkel to approve by omnibus vote those items on the Amended Consent Agenda.

Roll call:

| | | |
|---------|-----------|--------------------------------|
| AYES: | Trustees: | Kemper, Kunkel, Roberts, Zimel |
| NAYS: | Trustees: | Cannon, Konstanzer |
| ABSENT: | Trustee: | None |

Motion carried: Approved by omnibus vote those items on the Amended Consent Agenda.

All items marked with (C.A.) are considered routine and thus are considered to be on the Consent Agenda.

6-A.1 (C.A.) Motion to approve rescheduling the regular Village Board Workshop and regular Village Board meeting date from October 17, 2013 to October 24, 2013 at 6:00 p.m. and 7:30 p.m. respectively.

6-A.3 (C.A.) Motion to pass a Resolution (R-13-16) of support for the DuPage River Salt Creek Workgroup (DRSCW) adaptive watershed management proposal and authorize the Village Manager to execute the necessary documents.

6-A.4 (C.A.) Motion to establish a purchase order to Freeway Ford for the purchase of a Ford F-150 pickup in an amount not to exceed \$19,751 and authorize the Village Manager to execute the necessary documents.

6-A.5 (C.A.) Move to award the purchase of fifteen (15) sets of firefighting gear to M.E.S. for the amount not to exceed \$32,700 and authorize disposal or donation to the Illinois State Fire Marshal's Equipment Exchange.

6-A.6 (C.A.) Move to pass an ordinance (O-13-21) increasing the number of Class B liquor licenses to nine (9).

6-A.2 Motion to reject all bids received on August 29, 2013 for the replacement of the roof over Community Development in Village Hall and at the Schick Road Well House.

Motion by Trustee Zimel, seconded by Trustee Kunkel to reject all bids received on August 29, 2013 for the replacement of the roof over Community Development in Village Hall and at the Schick Road Well House.

Manager Maller noted the received bids were much higher than the budgeted amount. Noted that it may be required to divide the project into two different projects or looking at the details of what was requested in the bid and re-bidding.

Mayor Craig expressed his concern for the leaking roof and the coming winter season and would appreciate the process being taken expedited.

Questions were fielded and answered.

Roll call:

| | | |
|---------|-----------|--------------------------------|
| AYES: | Trustees: | Kemper, Kunkel, Roberts, Zimel |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | Cannon, Konstanzer |

Motion carried: Approved rejection of all bids received on August 29, 2013 for the replacement of the roof over Community Development in Village Hall and at the Schick Road Well House.

6-A.7 Approve warrant SWS211 in the amount of \$1,591,231.30

Motion by Trustee Zimel, seconded by Trustee Kunkel to approve warrant SWS211 in the amount of \$1,591,231.30

Roll call:

| | | |
|---------|-----------|--------------------------------|
| AYES: | Trustees: | Kemper, Kunkel, Roberts, Zimel |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | Cannon, Konstanzer |

Motion carried: Approved warrant SWS211 in the amount of \$1,591,231.30

6-A.8 Approve warrant SW658 in the amount of \$264,875.34

Motion by Trustee Zimel, seconded by Trustee Roberts to approve warrant SW658 in the amount of \$264,875.34

Roll call:

| | | |
|---------|-----------|--------------------------------|
| AYES: | Trustees: | Kemper, Kunkel, Roberts, Zimel |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee | Cannon, Konstanzer |

Motion carried: Approved warrant SW658 in the amount of \$264,875.34

7. VILLAGE MANAGER'S REPORT – JULIANA MALLER

No Report.

8. VILLAGE CLERK'S REPORT – EIRA L. CORRAL

Clerk Corral thanked staff for their work at Maxwell Street and the St. Ansgar Parade. Noted she attended the International Business Council Illinois Chamber of Commerce. Informed the Hurricane Homecoming is this weekend. Also informed the Clerk's Office will be closed the week of September 23 for attendance the Municipal Clerks Institute. Also requested that she be notified of who is attending the Centro de Informacion gala event. Informed that Mangy Dawg went live with their Video Gaming Terminals.

9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL

No Report.

10. VILLAGE TRUSTEES REPORTS

10.A JAMES KEMPER

No Report.

10-B. JON KUNKEL

Trustee Kunkel reminded everyone the Recycling Event will be held on September 28, 2013.

10-C. BILL CANNON

Absent

10-D. RICK ROBERTS

Trustee Roberts thanked everyone for their assistance at both Maxwell Street and the St. Ansgar Parade. Reminded all that the Veterans Event will be on November 11, 2013. Also

invited everyone to the Hurricanes Homecoming event this weekend.

10-E. JENNI KONSTANZER

Absent.

10-F. EDWARD J. ZIMEL, JR.

Trustee Zimel thanked staff and the board while unable to attend Maxwell Street and the St. Ansgar Parade.

11. ADJOURNMENT

Motion by Trustee Zimel, seconded by Trustee Kunkel, to adjourn meeting.

Roll call:

| | | |
|---------|-----------|----------------------|
| AYES: | Trustees: | Voice Vote; All Ayes |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |
| | Mayor: | Craig |

Motion carried: Meeting adjourned at 7:57 p.m.

Recorded and transcribed by:

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this: 24th day of October, 2013.



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6-A.3 (C.A.)

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR WORKSHOP MEETING Municipal Building: 2121 W. Lake Street Hanover Park, IL 60133

Thursday, October 3, 2013
6:00 p.m.

AGENDA

1. CALL TO ORDER-ROLL CALL

Mayor Craig called the meeting to order at 6:00 p.m.

Roll:

PRESENT Trustees: Kemper, Konstanzer, Roberts, Kunkel, Zimel
ABSENT Trustees: Cannon
ALSO PRESENT Village Manager Juliana Maller, Village Attorney Paul, and
Department Heads.

2. ACCEPTANCE OF AGENDA

Motion by Trustee Zimel, seconded by Trustee Kemper to accept the agenda.

Roll call:

AYES: Trustees: Voice Vote; All Ayes
NAYS: Trustees: None
ABSENT: Trustee: Cannon

Motion carried: Accepted agenda.

3. REGULAR BOARD MEETING AGENDA ITEM REVIEW

None

4. DISCUSSION ITEMS

- a. Hanover Square Façade Final Design
Village Planner, Katie Bowman, briefed the board on the façade plan.

Questions were fielded and answered.

Consensus was given to move forward.

- b. Redevelopment Agreement for 1557-1559 Irving Park Road
Manager Maller, briefed the board on the redevelopment agreement for 1557-1559 Irving Park Road.

Attorney Paul, explained the provisions of the agreement.

Trustee Cannon arrived at 6:39pm.

Consensus was given to move forward with redevelopment agreement.

- c. Amendment to the Plant and Weed Abatement Ordinance
Chief Webb explained bringing code up to date with the procedures taking place.

Attorney Paul explained the process to aggregate a number of liens in one document.

Consensus was given to move forward.

- d. Amendment to Balcony Ordinance
Chief Webb briefed the board on the draft ordinance being presented for a balcony ordinance.

Questions were fielded and answered.

Consensus was given to move forward with ordinance after changes are made.

- e. Disposal of Trailer
Discussion was held on the policy of disposal of personal or recovery property.

Consensus was given to move forward.

- f. Village Hall Improvements
Village Manager, Juliana Maller, briefed the board on the proposals for village hall improvements and the tree planting.

Discussion was held on taking the budgeted amount to improve village hall and using the money to plant parkway trees instead.

Consensus was given to move ahead with the finance department improvement and use the remainder of the budget to install trees.

g. Resolution – Supporting Retrofit of Rail Tank Cars

Mayor Craig spoke on the resolution to support retrofitting of rail tank cars.

Consensus was given to move forward with the resolution and bring back to a future meeting for approval.

5. STAFF UPDATES

a. Hanover Square Update

It was noted the update will be provided at the next meeting.

6. NEW BUSINESS

7. ADJOURNMENT

Motion by Trustee Zimel, seconded by Trustee Kemper to adjourn meeting.

Roll call:

| | | |
|---------|-----------|----------------------|
| AYES: | Trustees: | Voice Vote; All Ayes |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Meeting adjourned at 7:50pm.

Recorded and transcribed by:

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this: 24th day of October 2013.



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6-A.4 (C.A.)

PRESIDENT
RODNEY S. CRAIG

VILLAGE CLERK
EIRA CORRAL

TRUSTEES
WILLIAM CANNON
JAMES KEMPER
JENNI KONSTANZER
JON KUNKEL
RICK ROBERTS
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER
JULIANA A. MALLER

VILLAGE OF HANOVER PARK

VILLAGE BOARD REGULAR MEETING

Municipal Building: 2121 Lake Street, Hanover Park, IL 60133

Thursday, October 3, 2013

7:30 p.m.

MINUTES

1. CALL TO ORDER – ROLL CALL

Mayor Craig called the meeting to order at 7:59 p.m.

Roll:

| | | |
|---------|---|--|
| PRESENT | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| ABSENT | Trustees: | None |
| ALSO | Village Manager Juliana Maller, Village Attorney Paul, and Department | |
| PRESENT | Heads. | |

2. PLEDGE OF ALLEGIANCE

All recited the pledge.

3. ACCEPTANCE OF AGENDA

Motion by Trustee Zimel, seconded by Trustee Kemper to place items 6-A.4, 6-A.5, 6-A.6, 6-A.7, 6-A.8, 6-A.9 and 6-A.10 on the Consent Agenda.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Approved amended agenda

4. PRESENTATIONS

- a. Recognition – Community Appearance Award Winners
- b. Proclamation – Declaring October as Domestic Violence Awareness Month in the Village of Hanover Park.

5. TOWNHALL SESSION

Persons wishing to address the public body must register prior to Call to Order. Please note that public comment is limited to 5 minutes.

None

6. VILLAGE PRESIDENT REPORT – RODNEY S. CRAIG

Mayor Craig reminded all that the Centro De Informacion Gala will be this Saturday, October 5, 2013.

Motion by Trustee Zimel, seconded by Trustee Kemper to approve by omnibus vote those items on the Amended Consent Agenda.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Approved by omnibus vote those items on the Amended Consent Agenda.

All items marked with (C.A.) are considered routine and thus are considered to be on the Consent Agenda.

6-A.1 (C.A.) Waive the reading and approve the Minutes of the Workshop meeting of September 5, 2013.

6-A.2 (C.A.) Waive the reading and approve the Minutes of the Regular meeting of September 5, 2013.

6-A.3 (C.A.) Motion to pass an ordinance (O-13-22) designating the Village’s Director and Alternate Director on the Board of Directors of the Northwest Municipal Joint Action Water Agency.

6-A.4 (C.A.) Motion to accept the Illinois CMS Bid and award the contract for road salt to Cargill Inc., Salt Division, for an amount not to exceed \$97,848 and authorize the Village Manager to execute the necessary documents.

6-A.5 (C.A.) Move to approve a Lease Order Agreement with Ricoh Americas Corporation.

6-A.6 (C.A.) Motion to establish a Purchase Order to Bredemann Ford for the purchase of a 2014 Ford Explorer in an amount not to exceed \$29,740 and authorize the Village Manager to execute the necessary documents.

6-A.7 (C.A.) Motion to approve a contract with Homer Tree Care, Inc. for the removal and stump repair of 146 Ash trees for an amount not to exceed \$34,517 and authorize the Village Manager to

execute the necessary documents.

6-A.8 (C.A.) Motion to approve a contact with Homer Tree Care, Inc. for the pruning of 550 trees in an amount not to exceed \$37,948 and authorize the Village Manager to execute the necessary documents.

6-A.9 (C.A.) Motion to approve the attached Preliminary Engineering Services Agreement for Federal Participation for the Barrington Road/Walnut Avenue Surface Transportation Program Project with Bollinger, Lach & Associates, Inc., for an amount not to exceed \$24,380 and authorize the Village Manager to execute the necessary documents.

6-A.10 (C.A.) Move to approve passing an Ordinance (O-13-23) adopting a calendar year fiscal year.

6-A.11 Approve warrant SWS212 in the amount of \$1,053,318.75

Motion by Trustee Zimel, seconded by Trustee Kemper to approve warrant SWS212 in the amount of \$1,053,318.75

Questions were fielded and answered.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Approved warrant SWS212 in the amount of \$1,053,318.75

6-A.12 Approve warrant W659 in the amount of \$263,336.77

Motion by Trustee Cannon, seconded by Trustee Kunkel to remove \$1,060.82 for Chicago Builders, amending warrant W659 to the amount of \$262,275.95.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Approved amended warrant W659 in the amount of \$262,275.95

6-A.13 Approve warrant PC30 (P-Cards) in the amount of \$21,606.61

Motion by Trustee Zimel, seconded by Trustee Kemper to approve warrant PC30 (P-Cards) in the amount of \$21,606.61

Questions were fielded and answered.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Approved warrant PC30 (P-Cards) in the amount of \$21,606.61

7. VILLAGE MANAGER'S REPORT – JULIANA MALLER

Manager Maller noted that the collective bargaining discussion will be post-poned until the next meeting.

8. VILLAGE CLERK'S REPORT – EIRA L. CORRAL

Clerk Corral reminded all to confirm attendance to the meeting with the Park District on October 26, 2013 with Sue Krauser.

9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL

No Report

10. VILLAGE TRUSTEES REPORTS

10.A EDWARD J. ZIMEL, JR.

Trustee Zimel congratulated Public Works Director, Howard Killian, on the great job done at the recycling event.

10-B. JAMES KEMPER

No Report

10-C. JON KUNKEL

Trustee Kunkel congratulated Public Works Director, Howard Killian, on the great job done at the recycling event.

10-D. BILL CANNON

Trustee Cannon noted he had a great time at the recycling event.

10-E. RICK ROBERTS

Trustee Roberts thanked the Environmental Committee for their recycling event and reminded all that the Veterans Committee will hold an event on Veterans Day November 11, 2013.

10-F. JENNI KONSTANZER

Trustee Konstanzer noted that October is Breast Cancer Awareness month. Also thanked Howard Killian for the recycling event success.

11. EXECUTIVE SESSION

- a. Section 2(c)(2) – Collective Bargaining - postponed
- b. Section 2(c)(1) – Personnel

Motion by Trustee Zimel, seconded by Trustee Kemper to hold Executive Session regarding Section 2(c)(1) – Personnel without return to the regular meeting.

Roll call:

| | | |
|---------|-----------|--|
| AYES: | Trustees: | Zimel, Kemper, Kunkel, Cannon, Roberts, Konstanzer |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |

Motion carried: Hold Executive Session regarding Section 2(c)(1) – Personnel without return to the regular meeting.

12. ADJOURNMENT

Motion by Trustee Zimel, seconded by Trustee Kemper, to adjourn meeting.

Roll call:

| | | |
|---------|-----------|----------------------|
| AYES: | Trustees: | Voice Vote; All Ayes |
| NAYS: | Trustees: | None |
| ABSENT: | Trustee: | None |
| | Mayor: | Craig |

Motion carried: Meeting adjourned at 8:23 p.m.

Recorded and transcribed by:
Eira L. Corral

Village Clerk

Minutes approved by President and Board of Trustees on this: 24th day of October, 2013.



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Wendy Bednarek, Director of Human Resources

SUBJECT: Collective Bargaining Agreement with Metropolitan Alliance of Police (MAP) for Police Officers

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

On Tuesday, October 8, 2013 the staff received notification that the members of the Metropolitan Alliance of Police (MAP) ratified the tentatively agreed upon terms of the new three (3)-year agreement with the Village. The terms and conditions were arrived at through the collective bargaining process. We believe the Agreement warrants your consideration and approval.

Discussion

The last MAP agreement expired on October 31, 2012. MAP representatives and staff have conducted good faith collective bargaining throughout the past several months. Both parties have agreed to a three (3)-year contract with a 2% increase in wages in years 2013 and 2014 and a wage reopener in year 2015.

Other items addressed in this agreement are:

- Compensatory Accrual Bank was lowered from 80 hours to 60 hours per calendar year.
- Training Overtime language clarified by indicating a requirement of 30 days advance notice to the officer or upon the officer's request, that requirement can be waived.
- Addition of Longevity Pay for Police Officers. This addition mirrors the language of the Firefighters/Paramedic agreement.
- The memorandum of agreement will be signed/extended which addresses the alternative work schedule (12 hour shifts).

All other items in the agreement will remain unchanged.

Agreement Name: Agreement Between the Village of Hanover Park and the Metropolitan Alliance of Police May 1, 2013 to April 30, 2016

Executed By: Village President and Village Manager

Regular Meeting 10/24/13

Recommended Action

It is therefore respectively requested that a motion be made to authorize the Village President and the Village Manager to execute the Agreement dated May 1, 2013 to April 30, 2016, between the Village of Hanover Park and Metropolitan Alliance of Police for Police Officers.

| | | | | |
|-------------------------|--------------------------|-----|--------------------------|----|
| Budgeted Item: | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Budgeted Amount: | \$ | | | |
| Actual Cost: | \$ | | | |
| Account Number: | | | | |

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AGREEMENT BETWEEN

THE VILLAGE OF HANOVER PARK

AND

THE METROPOLITAN ALLIANCE OF POLICE

MAY 1, 2013

To

APRIL 30, 2016

ARTICLE ONE
PREAMBLE

WHEREAS, this agreement entered into by and between the Village of Hanover Park, Illinois, hereinafter referred to as the “Village” and the Metropolitan Alliance of Police hereafter referred to as “MAP”, has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Village and MAP; and

WHEREAS, the Village endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its patrol officers insofar as such practices and procedures are appropriate to the functions and obligations of the Village to retain the right to operate the Village government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein a full and entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of patrol officers in the Police Department and to provide for prompt and fair settlement of grievances resulting from interpretation of this Agreement without any interruption, disruption of or other interference with the operation of the Police Department; and

WHEREAS, it is agreed and understood that matters, including but not limited to, those reserved to the Police Pension Board and other similar matters governed by U.S. law or Illinois State Statutes are not subject to negotiations and are not subject to inclusion in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the Village and MAP members alike. Both parties further agree that in the interest of collective negotiations and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Village and MAP regard all personnel as public employees who are to be governed by high ideals of honor and integrity in public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE TWO
RECOGNITION AND REPRESENTATION

Section 2.1. Recognition. The Village recognizes MAP as the exclusive representative of employees in the unit set forth below:

Included: All regular non-probationary, full-time police patrol officers below the rank of Sergeant within the Police Department of the Village of Hanover Park.

Excluded: All other Village employees, including but not limited to, part-time employees, probationary police officers, any employee that does not meet the definition of “peace officer” under Section 3 (k) of the Act, as well as supervisors, professional employees, short-term employees, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act, as amended.

**ARTICLE THREE
MANAGEMENT RIGHTS**

Section 3.1. It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as otherwise specifically provided for in this Agreement. These rights include, but are not limited to:

- (a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the means and operations or services to be conducted by employees of the Village;
- (c) To determine the places, methods, means, and number of personnel needed to carry out the department's mission.
- (d) To schedule and assign work, regular days off, vacation, personal days, compensatory time, or any leave affecting police department operations;
- (e) To direct the working forces;
- (f) To schedule and assign regular overtime, call back overtime and court overtime;
- (g) To hire, assign or transfer employees within the department and/or other Village departments and to assign special duties or other police-related functions;
- (h) To promote, suspend, discipline or discharge for cause;
- (i) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (j) To make, publish and enforce rules and regulations, procedures, directives and policies;
- (k) To introduce new or improved methods, equipment or facilities;
- (l) To contract out for goods and services;
- (m) To establish work, productivity and performance standards;
- (n) To evaluate performance and productivity and establish rewards or sanctions for various levels of performance;
- (o) To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager or acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President of the Board of Trustees or

Village Manager to determine that civil emergency conditions exist, which may include but are not limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes;

Section 3.2. The President and Board of Trustees have sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto. Absent emergency, this provision shall not affect the obligation to pay full-time police officers as are employed from time to time during the term of this Agreement.

ARTICLE FOUR UNION DUES

Section 4.1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly MAP dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Metropolitan Alliance of Police within 15 days after the deductions have been made.

The actual dues amount deducted, as determined by MAP, shall be uniform for each employee in order to ease the Village's burden in administering this provision. MAP may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days advance notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, MAP shall be responsible for collection of dues. MAP agrees to refund to the employee any amounts paid to MAP in error on account of this dues deduction provision.

Section 4.2. Fair Share. During the term of this Agreement, employees who do not chose to become dues paying members of MAP shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to MAP for collective bargaining and contract administration services rendered by MAP as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of MAP. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to MAP. MAP shall periodically submit to the Village a list of the members covered by this Agreement who are not members of MAP and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

MAP agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, MAP agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of MAP with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and MAP. If the affected non-member and MAP are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 4.3. Indemnification. MAP shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article. This Section shall not require MAP to indemnify or hold the Village harmless in the event the Village initiates such a cause of action against MAP, unless such an action is in response to a claim or cause of action initiated by another party.

ARTICLE FIVE
LABOR MANAGEMENT COMMITTEE

At the request of MAP or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Chapter shall designate up to three bargaining unit employees to attend such meetings, and the Village Manager shall designate up to three Village employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting.

Unless otherwise mutually agreed in a specific instance, this Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by MAP and the Village. If such a meeting is held during the regular working hours of any Association employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

**ARTICLE SIX
HOLIDAYS**

Section 6.1. All police patrol officers covered by this agreement shall have the following nine days considered as holidays:

New Year's Day
Presidents Day (3rd Monday in February)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 6.2. All police patrol officers shall receive eight (8) hours of holiday pay at their straight time hourly rate whether the holiday is worked or is a regularly scheduled day off. Payment for the nine (9) holidays during a calendar year shall be made the first payroll period of November. Payment shall be made in a "lump sum" and shall be included in the officer's regular payroll check. Payment shall be based on the straight time hourly rate at the time of the holiday for each respective police patrol officer. Appropriate deductions shall be withheld. It is understood and agreed that any officer terminating between the date this lump sum payment is made and the following December 31st, shall have deducted from his/her final pay check any payments already received for any Village holiday in November and December which occurs after the effective date of the officer's termination.

Section 6.3. In order to be eligible for holiday pay, a police patrol officer must work his/her last full scheduled working day preceding and the first full scheduled working day immediately following the day observed as a holiday unless the employee's total absence from work is excused by his/her Department Head and is chargeable to an authorized paid leave. Authorized paid leave shall include vacation, personal day, compensatory time, employment disability leave of less than six months, or approved sick leave. Employees who are off work due to illness, but have insufficient sick time to cover the illness, who are suspended, who are on an off-duty disability or employment disability in excess of six months, who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

**ARTICLE SEVEN
VACATION LEAVE**

Section 7.1. Police Patrol Officers covered by this Agreement; while on the active payroll and when working at least one-half of the normal hours in a payroll period or receiving employment disability pay for an employment-related injury but only for a period not to exceed six (6) months from the date of injury, shall accrue vacation leave at the per payroll period equivalent of the annual vacation leave as shown below:

| <u>Years of Continuous Service</u> | <u>Annual Vacation Leave</u> |
|------------------------------------|------------------------------|
| 1 thru 5 years | 80 hours |
| 6 thru 13 years | 120 hours |
| 14 or more years | 160 hours |

Section 7.2. Police Patrol Officer's anniversary date of continuous employment from the last date of hire as a full-time employee shall be the basis of calculation for length of service. While on approved vacation, a Police Patrol Officer will draw vacation pay from his/her accrued vacation bank. Vacations shall be scheduled, as far in advance as possible, at times most desired by each Police Patrol Officer, with the determination of preference being made on the basis of a Police Patrol Officer's length of continuous service with the Village. Subject to the Village's right to designate and approve vacation schedules pursuant to this Section, an officer may schedule accrued vacation in between or adjacent to their regularly scheduled days off. It is expressly understood the final right to designate the vacation period and the maximum number of police patrol officers who may be on vacation at any one time is exclusively reserved by the Chief of Police or his designee in order to insure the orderly performance of the services provided by the Village.

Section 7.3. Police Patrol Officers shall make every effort to use vacation time during the year in which it is earned. An officer may carry over up to the equivalent of one year's accrual of vacation to the subsequent year. Any carry over in excess of one year's worth of accrued vacation shall be at the discretion of the Village Manager upon written request by an officer.

Section 7.4. A Police Patrol Officer leaving the Village in good standing shall receive compensation for all unused vacation, compensatory and personal leave accrual at the Police Patrol Officer's current rate of pay.

Section 7.5. In the event of a Police Patrol Officer's death, compensation for all unused vacation, compensatory and personal leave shall be paid to his/her beneficiary.

ARTICLE EIGHT SICK LEAVE

Section 8.1. Each Police Patrol Officer, covered by this Agreement while on the active payroll and working at least one half of the normal hours in a payroll period or receiving regular pay while off because of a job-related injury, shall accrue sick leave at a per payroll period rate equivalent to one working day for each full month of continuous service or a total of 96 hours per year. Sick leave pay may be granted only for:

- Personal illness or injury
- Illnesses in the immediate family which necessitates the absence of the Police Patrol Officer from work. For this section, members of the immediate family shall include the Police Patrol Officer's spouse or child.

Section 8.2. Effective upon execution of this Agreement, and on a non-retroactive basis, Sick leave may be accumulated up to a total of not more than **One thousand forty (1040) hours**. Police Patrol Officers may be required to submit a physician's certification when off sick for at least three (3) days; has repeated illnesses of shorter periods; calls in sick on the day before or after a holiday; or in other circumstances as deemed appropriate by the Police Chief or the Human Resources Director.

To be considered eligible for sick leave compensation due to a non-work illness or injury, the Police Patrol Officer must notify or cause the notification of his/her supervisor a minimum of one hour prior to the beginning of his/her shift.

As a mutual protection for the Police Patrol Officer and the Village, the Village Manager or Police Chief may require a Police Patrol Officer to submit to a physical and/or psychological examination by a designated physician or psychologist when, in the Village Manager's or Police Chief's opinion, the performance of a Police Patrol Officer may have become limited or weakened by virtue of impaired physical or mental health. This examination shall be at the Village's expense. The Village may require the Police Patrol Officer to conform to the physician's or psychologist's recommendations as a condition of continued employment with the Village.

If the physician or psychologist indicates that the Police Patrol Officer is unfit to perform the duties of his/her job because of a physical, emotional or psychological condition, the Village Manager may place the Police Patrol Officer on a Temporary Unpaid Disability Leave for up to six (6) months, or the Manager may seek the officer's removal. In the event an officer is placed on a temporary unpaid disability leave under this Section, the officer will be permitted to utilize his or her accrued compensatory time, sick leave and vacation, in that order. No employee on such a disability leave will accrue any further time off or other benefit, except for that portion of the leave, if any, covered by the Family and Medical Leave Act.

Section 8.3. Sick leave pay shall not be considered a right which a Police Patrol Officer shall use at his/her discretion, but shall be allowed as a privilege in such cases where the Police Patrol Officer is sick or disabled as defined in this Article.

Section 8.4. Police Patrol Officers shall not be paid for the first day of each sick leave occurrence beginning with the seventh such occurrence and each subsequent occurrence in any given twelve-month period, unless the employee is on an approved FMLA leave. Sick employees are expected to refrain from outside employment and/or engaging in any other activities inconsistent with their status as a sick or disabled employee. The Village and MAP agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

Section 8.5. Sick leave usage will be considered in evaluating Police Patrol Officer performance with abuse of sick leave resulting in denial or postponement of a scheduled increase. Specifically, the frequency of sick leave occurrences, as compared to total sick hour usage, shall be included in the evaluation process.

Section 8.6. The Village has a responsibility to ensure that its employees have the physical stamina and emotional stability to perform their assigned duties. Consequently, the Village may require Police Patrol Officers to submit to urinalysis or other appropriate testing if the Village determines there is reasonable individualized suspicion for such testing. Drug testing may also be required when an employee is directly involved in any work-related incident which has resulted in personal injury or property damage. There shall be no random testing.

Use of proscribed (i.e., illegal) drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including discharge.

Section 8.7. The Village shall “buy back” sick time accrued by Police Patrol Officers covered by this Agreement based on total employment disability expenses incurred by the Village on behalf of a Police Patrol Officers during a specific calendar year (January 1 to December 31). Commencing with calendar year 2005 said “buy back” of sick time shall be based on the following schedule:

| Employment Disability Expenses | Sick Buy Back Percentage |
|--------------------------------|--------------------------|
| \$0 to \$20,000 | 75% |
| \$20,001 to \$30,000 | 65% |
| \$30,001 to \$35,000 | 55% |
| \$35,001 to \$40,000 | 45% |
| \$40,001 to \$45,000 | 35% |
| \$45,001+ | 0% |

The employment disability expenses shall include all medical, time off and reserve costs. Notification of the expenses shall be provided to MAP by means of a letter from the Human Resource Director stating the total employment disability expenses for the calendar year period. The letter shall not include specific cost delineation by Police Patrol Officers.

To be eligible for the sick leave “buy back” program for a given calendar year, a Police Patrol Officer must have at least 500 hours of accumulated sick time as of January 1st of that calendar year. Payment to all eligible Police Patrol Officers for the calendar year sick leave “buy back” program shall be made in June of the following calendar year and shall be based on aggregate employment disability expenses during the calendar year (January 1st to the following December 31st) and shall be based on the straight time hourly wage of the Police Patrol Officer at the time the payment is made. (E.g., payment for calendar year shall be made in June, of the following calendar year.

Payment of sick time the Village has “bought back” shall be made in a lump sum. All appropriate deductions shall be withheld; however, Police Pension deductions shall not be withheld.

All hours of accrued sick time that are “bought back” from a Police Patrol Officer, regardless of the “buy back” percentage, shall not be added to the Police Patrol Officer’s sick time accrual balance. Sick time that is “bought back” shall not be reflected as used sick time for performance evaluation purposes.

Section 8.8. Police Patrol Officers shall be permitted to be paid for a portion of accrued sick leave, subject to the following qualifications and conditions:

- (a) The Police Patrol Officer must have completed twenty (20) years of active service with the Village no later than the effective date of his/her retirement.
- (b) In order to be eligible for this benefit, the Police Patrol Officer must submit written notice of intent to retire to the Human Resource Director a minimum of four months prior to the planned effective date of retirement.
- (c) An amount not to exceed 65% of accrued sick leave as of the last day of active employment may be used for this program; payment shall be made via the regular payroll on a bi-weekly basis, lump sum, or on an individual basis by agreement with the Village.
- (d) No benefits of any kind shall accrue to an employee paid accrued sick leave under this section, nor shall police pension contributions be withheld; such payment shall not be considered active service or employment with the Village for the purpose of qualifying for or benefiting from any benefit attached to active employment with the Village.

Section 8.9. A Sick Leave Disaster Bank shall be established and consist of the accumulation of contributed sick leave days from Police Patrol Officers. Each officer shall contribute four (4) hours each year to the Bank the first pay period of April.

The Bank shall be administered by a committee consisting of three Police Patrol Officers-- the President and Vice President of the Chapter, and a third member mutually agreed upon by these two individuals. The committee shall rule on individual applications for awarding of days from the Bank within the following guidelines:

- (a) The officer shall have exhausted his/her individual accumulated sick leave.

(b) The Bank shall be applicable to illness or accident only and available only to the Police Patrol Officer him or herself. Specifically, the Bank shall not be available to an officer for illness of a family member.

(c) The officer shall supply such medical documentation as deemed necessary by the Committee.

(d) The officer shall not be required to pay back, in any manner, the number of days awarded by the Bank.

(e) The officer must have an illness or condition resulting from an illness or accident requiring an absence of more than five (5) working days. Days awarded would then be retroactive to the first day of eligibility.

(f) The committee shall request the officer's attendance record and utilize that information in the evaluation of the officer's request.

(g) The committee shall take into consideration the officer's eligibility for benefits available to him or her from the Police Pension Fund before ruling on the application.

(h) The Village shall by memorandum advise MAP of the amount of sick leave accrued in the Sick Leave Disaster Bank twice a year: once in the first week of January and once in the first week of June.

(i) Sick leave contributed to the Bank shall not be reflected as sick time used for sick leave buy back purposes nor for evaluation purposes.

Section 8.10. Police Patrol Officers shall have the ability to contribute accrued vacation, personal business days, or compensatory time to a fellow officer who has experienced a catastrophic occurrence within his or her immediate family, where that officer has insufficient accrued benefit time to cover an absence. Any such contribution/transfer of hours must first be approved by the Chief of Police and the Village Manager.

Section 8.11. If during a calendar year, an officer uses no sick leave, he/she shall receive a cash bonus in the amount of \$200.00, which said amount shall increase to \$250 effective for perfect attendance during the 2010 calendar year, and to \$300 for perfect attendance during the 2011 calendar year. The cash bonus shall be payable at the annual Employee Recognition event. If no Employee Recognition event is held, the cash bonus shall be payable on a separate check in the first pay period of February of the year following the perfect attendance record.

**ARTICLE NINE
FUNERAL LEAVE**

When a death occurs in the immediate family of an employee, a funeral leave with pay shall be granted so that the employee is able to attend the funeral; provided, however, the amount of time shall not exceed three (3) days of absence from work. Should leave in addition to that specified be required, it may be charged to accumulated personal days, vacation, or compensatory time with the written approval of the Department Head. For this section, immediate family shall include current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, or grandparent.

One (1) day funeral leave shall be granted so that the employee is able to attend the funeral for the following relatives: spouse's grandparents; sister-in-law or brother-in-law (of employee only).

**ARTICLE TEN
PERSONAL DAYS**

Under this agreement, the three annual Personal Days, which are normally earned one each on January 1, May 1 and September 1 of each year, will be credited to police patrol officers all on January 1 of each year.

This totals to 3 days annually for active full-time police patrol officers. Personal business days must be taken during the calendar year earned and cannot be carried over into the next calendar year. If personal days are not taken, the time accrued is forfeited.

Should an officer terminate employment for any reason, other than retirement, prior to May 1 of any year, he/she will be required to forfeit two of the personal days. Should an officer terminate employment for any reason, other than retirement, prior to September 1 of any year, he/she will be required to forfeit one of the personal days. If no personal days remain in their accrual balance, the cost of these days, based on the officer's current straight time hourly rate, will be deducted from his/her final pay check.

ARTICLE ELEVEN
HOURS OF WORK, PREMIUM PAY AND COMPENSATORY TIME

Section 11.1. This Article is intended to define the regular hours of work per day, per week, and per payroll period and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week, or guarantee of days of work per week. Nothing contained herein shall be construed as preventing the Village from restructuring the regular work day or work week for the purpose of promoting the efficiency of municipal government; and from establishing and assigning the work schedules of Police Patrol Officers.

Section 11.2. The regular work day for Police Patrol Officers may consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, which includes a briefing period and a thirty (30) minute meal period (provided an emergency situation doesn't exist which automatically precludes it).

Section 11.3. For the term of this agreement, the normal work week for Officers shall consist of a total of forty (40) hours. The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 14 days. The payroll period for Officers shall not exceed fourteen (14) days *i.e.*, Officers shall be paid at least once every 14 days.

Section 11.4. Police Patrol Officers may be required to work more hours than the regular work week (forty (40) hours). For the purpose of the application of this section, hours worked shall include any hours charged to holiday, vacation, personal days, funeral leave, compensatory time taken, approved paid sick leave, employment disability and any other hours paid at a Police Patrol Officer's regular straight time rate. Hours worked shall not include hours charged to suspension, sick without pay, or leave without pay.

Section 11.5. Police Patrol Officers may trade a tour or part of a tour of duty with another Patrol Officer for the officers' own convenience. The trading of time must be voluntary by the officers involved in such trades and not for the benefit of the Village.

Section 11.6. Straight time hourly rates for Police Patrol Officers shall be calculated by dividing their annual base salary by 2080 hours. Overtime hourly rates shall be calculated by multiplying the straight time hourly rate times 1.5.

Section 11.7. When a Police Patrol Officer is required to work more than forty (40) hours, the Police Patrol Officer shall be paid at the rate of 1.5 times his/her regular straight time hourly rate or shall accumulate compensatory time at the rate of 1.5 times hours worked in excess of forty (40) hours per week. If the Police Patrol Officer has not worked the minimum hours required in the regular work week (forty (40) hours), he/she shall be paid at his/her regular straight time hourly rate for actual hours worked. Except as otherwise provided in Section 11.16 of this Article with respect to training overtime, a Police Patrol Officer may decide whether to accumulate compensatory time or be paid at the applicable overtime rate, provided the officer does not exceed the compensatory time cap specified in Section 11.10.

Section 11.8. A Police Patrol Officer called back to work, having completed a regular work day or called back on his/her day(s) off, shall receive a minimum of two (2) hours pay or the actual

time worked, whichever is greater. The compensation for callback shall be at 1.5 times the appropriate straight time hourly rate.

Section 11.9. Police Patrol Officers who are required as part of their Village employment to appear in court during their off-duty hours shall receive a minimum of two and one-half (2.5) hours of compensation or their actual time worked, whichever is greater. (The court time minimum referred to in the preceding sentence shall be changed from 2.5 hours to 3 hours, effective upon execution of this Agreement, but not on a retroactive basis.) The pay shall be at 1.5 times the regular hourly rate, provided the Police Patrol Officer has worked the minimum number of hours established for his/her regular work week. If the minimum number of hours has not been worked, the compensation will be at the Police Patrol Officer's regular hourly rate.

Court time shall be calculated starting from the time the Police Patrol Officer arrives in court and extends to the time his/her presence is no longer required in court; travel time shall not be counted towards court time. However, in those instances when an officer is required to report to the police station prior to traveling to court, court time shall be calculated starting from the time the Officer arrives at the police station and extends to the time of return to the police station, which shall include the travel time. No intermediate time, including meal breaks, shall be compensable.

Officers using their personal vehicle to travel to court shall receive a travel allowance in the amount of \$10.00, which said amount shall be increased to \$15.00 effective upon execution of this Agreement. Travel allowances for travel to court shall be accrued between April 1st and March 31st and be paid in a lump sum by April 30th of each year of this Agreement.

Section 11.10. Notwithstanding any other provision of this Agreement, no officer may accrue more than sixty (60) hours of compensatory time during any calendar year, nor shall an officer's accrued compensatory time exceed sixty (60) hours at any time. At or near the end of each calendar year, the Village will, at the officer's option, buy back any compensatory time in excess of 24 hours, at the officer's existing hourly rate of pay.

Section 11.11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article of Agreement.

Section 11.12. Additional compensation for Police Patrol Officers assigned as investigators assigned to the Detective Division of the Police Department shall be paid at a rate of One Hundred Dollars (\$100.00) per month for each investigator.

Section 11.13. Police Patrol Officers periodically assigned as an Assistant Team Leader in the Patrol Division shall be paid at a rate of \$45.00 for each occurrence during a tour of duty when they are assigned to act as a shift supervisor in the absence of both the shift lieutenant and shift sergeant for a period of six (6) or more consecutive hours. This section shall apply to an officer assigned as an ATL in the Investigation Division only when the regularly assigned supervisor is absent for five (5) consecutive leave days or more. This section is not applicable to officers assigned to the tactical unit. This section shall not be applicable if an officer receives a temporary appointment of acting sergeant.

Section 11.14. An off-duty officer who is required to be on stand-by for DuPage County Court, and who is not subsequently required to report to court shall be compensated \$20.00 for each occurrence. Stand-by compensation shall be paid as soon as practicable during a subsequent payroll period.

Section 11.15. Recognizing that Police Patrol Officers should be recognized for outstanding performance in the line of duty, or for other reasons deemed appropriate by the Chief of Police, the recognition process may include memoranda, certificates of recognition and/or cash awards, as determined by the Chief of Police. The frequency of issuing recognitions and the amounts of any cash awards shall be recommended by the Chief of Police and must be approved by the Village Manager.

Section 11.16. Definitions for terms used in this Article:

Emergency Call Out

Definition - An unexpected, unplanned, or sudden situation, incident, or occurrence that requires the immediate response of a patrol officer.

Compensation - A patrol officer who is called back on an emergency call out shall receive a minimum of two (2) hours of pay or the actual time worked, whichever is greater, at 1.5 times his/her straight hourly rate.

Early Call In/ Hold Over/ Scheduled Overtime

Definition - Whenever a shift experiences manpower shortage because of a non-emergency situation, the supervisor will either call an officer in, hold an officer over, or schedule an officer to maintain minimum staffing.

Compensation - A patrol officer shall be compensated for only the actual time worked at 1.5 times his/her hourly rate. No minimum shall apply.

Training Overtime

Definition - A patrol officer who is assigned to training outside his/her normal tour of duty will receive overtime for actual hours spent in the course, unless 30 days advance notice of the training is provided, or the officer waives this requirement in a specific instance. Travel time to and from the course will only be compensated if the training is beyond a 20-mile radius from the police department.

Compensation - All patrol officers will be compensated at a rate of 1.5 times the hours worked. An officer may elect to receive said compensation in pay or compensatory time (unless the cap referenced in Section 11.10 of this Article has already been attained, in which case compensation shall be in cash.).

Overtime

All overtime starts when a patrol officer arrives at the police department or at the location as directed.

Patrol officers will be paid a maximum of two (2) hours at 1.5 times their regular rate for the purpose of undergoing the complete annual medical examination.

Patrol officers will be paid a maximum of one (1) hour at 1.5 times his/her straight rate for voluntarily performing the annual physical fitness test during their non-work time under Article 12 of this Agreement.

Special Details

If an officer becomes eligible for overtime as a result of an assignment to a special detail, such officer shall be compensated with overtime pay, as opposed to compensatory time off. Special details are assigned at the discretion of the Chief or the Chief's designee. Special details include, but are not limited to, gang suppression, DUI and neighborhood saturation.

Section 11.17. Canine Officer. Overtime for this assignment shall be governed by the provisions of the Canine Officer Agreement, attached hereto as Appendix A, and incorporated herein by reference. The parties agree that to be eligible for assignment to the position of Canine Officer, an employee shall sign the Canine Officer Agreement.

Section 11.18. FTO Pay. An officer who is assigned to serve as a Field Training Officer (FTO) shall be paid an additional one and one-half hours at the officer's overtime rate per day for each full workday the FTO is assigned to train a probationary officer. Provided, however, no employee shall be eligible for FTO pay on the same day the employee simultaneously serves as an ATL.

Section 11.19. Foreign Language Proficiency Pay. If an officer passes a foreign language proficiency test (which may include a written and oral component), then the officer will receive an annual bonus in accordance with the following schedule, the amount of which shall not be added to base pay:

| | <u>Spanish/Polish</u> | <u>Other Eligible Languages</u> |
|--------------|------------------------------|--|
| Superior | \$900 | \$600 |
| Advanced | \$750 | \$500 |
| Intermediate | \$600 | \$400 |
| Novice | \$400 | \$300 |

(Note: The above amounts are non-cumulative.)

The bonus shall be paid in November of each year.

While an officer may elect to take more than one foreign language proficiency test, no officer shall be eligible to receive more than one foreign language proficiency bonus.

The Village, or the Village's designee, will offer foreign language proficiency tests once every 12 months. Officer participation shall be voluntary. There shall be a \$25 fee for each test the officer elects to take, the amount of which shall be deducted from the officer's paycheck, unless the officer passes the test, in which case no fee will be assessed to the officer. An officer who takes the test during his non-work time will not be compensated for taking the test. In all cases, the test components, criteria and grading shall be determined exclusively by the Village or the Village's designee. Provided, however, if the Village changes the current vendor who provides the test, the Village will notify the Union in advance and afford them an opportunity to comment, if practicable, before a final decision is made to select a new vendor.

**ARTICLE TWELVE
UNIFORMS AND EQUIPMENT**

Section 12.1. The Village shall provide each police patrol officer with the following uniform (clothing) items in the quantity indicated:

| <u>Quantity</u> | <u>Item Description</u> |
|------------------------|--------------------------------|
| 5 pr. | Trousers |
| 5 | Short sleeve shirts |
| 5 | Long sleeve shirts |
| 2 | Ties |
| 1 | Summer hat |
| 1 | Winter hat |
| 1 | Summer jacket |
| 1 | Winter leather jacket |
| 1 | Rain coat |
| 1 | Rain cover for summer hat |
| 1 | Tie clasp |
| 2 | Name tags |
| 6 pr. | Socks |
| 1 pr. | Gloves (Kevlar optional) |
| 1 pr. | Shoes (non-slip soles) |
| 1 pr. | Leather boots |
| 3 | Mock turtleneck sweaters |

Section 12.2. The Village shall provide each police patrol officer with the following items of equipment in the quantities listed:

| <u>Quantity</u> | <u>Item Description</u> |
|------------------------|--|
| 1 | Standard issue handgun |
| 2 | Extra clips for the handgun |
| 1 | Holster |
| 1 | Double ammo magazine pouch |
| 1 | Handcuff case |
| 1 | Key ring |
| 1 | Baton ring |
| 1 | Baton (nightstick) |
| 1 | Buckleless "Sam Brown" equipment belt |
| 1 | Velcro underbelt |
| 1 | Hat shield |
| 2 | Badges (shields) |
| 1 | Portable radio clip |
| 1 | Can pepper spray |
| 1 | Pepper spray case |
| 1 | Protective Vest Allowance--specifications for vest as set by the Chief of Police. <i>(See Section 12.3, below)</i> |

Section 12.3. The Village shall purchase as part of its uniform issue an approved protective vest for all Police Patrol Officers who choose to wear one. Where the Village has purchased such an approved vest, said vest shall become part of the officer's uniform and shall be worn daily during his/her tour of duty. The Village agrees that protective vests shall be replaced in accordance with the recommendations of the manufacturer. Officers who own a protective vest upon the effective date of this Agreement shall be eligible for the allowance when their vests need to be replaced in accordance with manufacturer recommendations. All vests acquired with the subject allowance shall conform to the standards set by the uniform policy of the Police Department. If an officer chooses to purchase a higher rated level vest, he/she must pay any additional cost in excess of \$600.

Section 12.4. The Village reserves the right to determine the style, color, make, model, quantity, useful life or replacement of any of the items included in this article.

If the Village desires to change the style, color, make, model or useful life of any of the uniform or equipment items listed in Sections 12.1 and 12.2, 12.6 and 12.7 of this Article, then it shall have the option of phasing in any said change or immediately effecting the change for any or all police patrol officers.

Section 12.5. After each police officer has received his or her initial issue of uniforms and equipment, those items listed in Sections 12.1 and 12.2 of this Article will be inspected annually to determine need for replacement. The Village may replace or repair any uniform or equipment items listed in Sections 12.1 and 12.2 of this Article that are damaged in the line of duty, as determined by the Police Chief, or his designee.

Section 12.6. All police patrol officers shall be required to wear and maintain in a neat and serviceable condition all uniforms and equipment items issued to them by the Village, and shall be required to replace or repair any damaged or lost item of uniform or equipment at their own expense if said damage or loss is a result of their failure to properly use or maintain the item. General maintenance and repair of winter leather jackets shall specifically be the responsibility of the Police Patrol Officer.

Section 12.7. The following items of uniform or equipment shall be reissued annually:

| <u>Quantity</u> | <u>Item Description</u> |
|------------------------|--------------------------------|
| 2 | Ties |
| 6 pr. | Socks |
| 1 pr. | Shoes (non-slip soles) |

Section 12.8. Police patrol officers assigned to the Investigations Bureau MCAT or DuPage County Major Crimes Task Force as an investigator shall be given \$400 per calendar year clothing credit to purchase clothing appropriate for business and/or office attire. Officers shall purchase clothing and submit receipts to the Office of Support Services for up to a maximum reimbursement of \$400. In no event shall any officer be eligible to receive more than one uniform allowance payment of \$400 per year.

Section 12.9. All police patrol officers will be required to return all Village purchased uniform or equipment items upon termination of employment with the Village.

**ARTICLE THIRTEEN
PHYSICAL FITNESS STANDARDS**

Section 13.1. Physical Fitness Standards shall be established in accordance with the State of Illinois “Law Enforcement Physical Fitness Standards,” adopted by the Illinois Local Governmental Law Enforcement Officers Training Board on July 1, 1989. The standards shall consist of the four events listed below:

1. SIT & REACH (inches)
2. ONE MINUTE SIT UPS (number)
3. ONE BENCH PRESS (% of body weight)
4. ONE MILE RUN (time)

A copy of the physical fitness standards referred to above are attached as Appendix B to this Agreement.

Section 13.2. The Village shall arrange for annual testing of Patrol Officers to determine if they meet the standards described above. An officer’s participation in such testing shall be voluntary.

Section 13.3. Officers who voluntarily elect to participate in the testing arranged by the Village under this Article shall be eligible for a cash incentive for exceeding the above physical fitness standards in accordance with the schedule contained in Appendix B of this Agreement. Any cash incentives paid under this Article shall be processed in the second pay period following the date the testing process is completed.

**ARTICLE FOURTEEN
LIFE AND MEDICAL INSURANCE**

Section 14.1. During the term of this Agreement, the Village shall provide to each Police Patrol Officer group term life insurance in an amount equal to the Police Patrol Officer's annual base salary rounded to the next higher thousand, not to exceed Fifty Thousand Dollars (\$50,000.00). The Village reserves the right to provide this life insurance through a singly or jointly self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the insurance program provided thereunder, and Police Patrol Officers and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits.

Section 14.2. Neither the Village nor MAP shall themselves be obligated to pay any insurance benefits provided for in this Article directly to Police Patrol Officers or their dependents or beneficiaries except the temporary disability insurance provided for in Section 14.7 below. Failure of the insurance company to pay a claim is not subject to challenge under the grievance procedure, but rather is to be considered private contractual dispute between the insurance company and the Police Patrol Officer.

Section 14.3. A Police Patrol Officer on a Temporary Unpaid Disability Leave shall be permitted to continue coverage under the life insurance policy for a period not to exceed one year with the Village paying the cost of the life insurance premium for the first three months and the employee paying the cost for the next nine month period.

Section 14.4. The Village maintains a group medical, major medical and hospital insurance program for all regular full-time employees of the Village including Police Patrol Officers. The Village shall provide group comprehensive major medical and hospital insurance for all Police Patrol Officers and their eligible dependents as prescribed within the terms and conditions of the policy in effect and the conditions listed below. Coverage is effective on the first day of the second month following first day of work. As soon as practicable following execution of this Agreement, the existing medical, major medical and hospital insurance program will be modified to be the same as the Village plans offered to non-represented Village employees eligible for such coverage, and thereafter the Village may make changes that are substantially similar to the new level of benefits.

Section 14.5. During the term of this Agreement, each employee shall pay the same monthly premium or rate established for hospitalization and medical insurance under the applicable plan or plans as the amount paid by other non-bargaining unit, covered full-time Village employees, as the same may be changed from time to time, provided the employee's premium contribution for coverage shall not exceed 10% of the total premium for the coverage selected, e.g., employee, employee plus one or family.

Officers' contributions shall be paid through a payroll deduction.

Section 14.6. The benefits provided for herein shall be provided through a singly or jointly self-insured plan or under group insurance policy or policies issued by an insurance company or

insurance companies selected by the Village. “Insurance companies” include regular life insurance companies, non-profit organizations providing hospital, surgical or medical benefits, preferred provider organizations (PPO’s), or health maintenance organizations (HMO’s). If these benefits are insured by an insurance company, PPO or HMO, all benefits are subject to the provisions of the policies between the Village and that organization.

However, nothing in this agreement shall be construed to relieve any liability it may have to the Village, Association, Police Patrol Officer, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder. A difference between a Police Patrol Officer (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

Summary plan descriptions which explain coverage of the Village’s group health insurance benefits in greater detail are available. The actual plan documents or contracts, which are available by making a written request to the Human Resource Director, are the final authority in all matters relating to benefits described in this Manual or in the summary plan descriptions and will govern in the event of any conflict. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the Village or to MAP, nor shall such failure be considered a breach by the Village or Association of any obligation undertaken under this or any other agreement.

Section 14.7. A Police Patrol Officer on Temporary Unpaid Disability Leave may extend group comprehensive major medical insurance coverage for a maximum period of one (1) year, except to the extent a greater period may be provided under COBRA, with the Village paying the cost for the first three (3) month period.

Section 14.8. Dental Insurance. The Village shall provide a basic Dental Insurance Plan for all Police Patrol Officers. The cost of this benefit shall be paid entirely by the Village for the employee. In those instances where the employee elects to have eligible family members covered by this plan, it will be co-paid by the Village and the employee, with each paying 50% of the additional premium required for family members.

Section 14.9. COBRA. The Village and MAP mutually agree to comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This Act requires the Village to offer each qualified beneficiary of its group health plans who would otherwise lose coverage under a plan as the result of a qualifying event an opportunity to elect continuation of the coverage. A qualified beneficiary who properly elects continuation coverage can be charged an amount no greater than 102% of the applicable premium, or the Police Officers’ Continuance Privilege, Chapter 215, Act 5, Section 367g, of the Illinois Compiled Statutes, whichever is applicable.

Section 14.10. RHS Plan. The former retirement health savings plan was discontinued. The parties may, by mutual written agreement, reinstitute the former plan, or a replacement, subject to applicable legal requirements under the Internal Revenue Code, when and if such requirements are changed. Any such RHS plan shall be non-contributory by the Village.

**ARTICLE FIFTEEN
SALARY PLAN**

Section 15.1. A Police Patrol Officer is eligible to advance to Step 1 after successful completion of the probationary period and attainment of a satisfactory performance appraisal. For purposes of this section, the term satisfactory shall be defined as receiving a rating of at least “meets standards” on the end-of-probation performance appraisal.

A Police Patrol Officer shall be evaluated for purposes of determining his/her step increases according to the following schedule:

| | |
|---|--------|
| Upon Completion of Probation..... | Step 1 |
| One year after progressing to Step 1..... | Step 2 |
| One year after progressing to Step 2..... | Step 3 |
| One year after progressing to Step 3..... | Step 4 |
| One year after progressing to Step 4..... | Step 5 |
| One year after progressing to Step 5..... | Step 6 |
| One year after progressing to Step 6..... | Step 7 |

Police Patrol Officers who are “in-step” (defined as not having reached Step 5) shall be eligible for a step increase on their anniversary date. The anniversary date for each Police Patrol Officer shall be based on the date on which a Police Patrol Officer began Village service as a Police Patrol Officer. Progression of steps shall be based upon meritorious service as determined by the results of an annual performance evaluation. The rating period for said performance evaluations shall be on a calendar year basis.

An “in step” Police Patrol Officer shall receive a step increase if his/her performance is evaluated to be satisfactory. For purposes of this section, the term satisfactory shall be defined as receiving a rating of at least “meets standards” on the annual performance appraisal.

If a Police Patrol Officer’s evaluation is determined to be unsatisfactory, that is, less than a rating of “meets standards”, a reevaluation shall be performed in 90 days. The step increase shall not be granted for this 90-day period. If after the 90-day period, the Village determines another 90-day period is required to evaluate a Police Patrol Officer’s performance, such 90-day period shall be granted. No salary adjustment shall be granted for this second 90-day period.

If after an extended 90-day evaluation period, a Police Patrol Officer’s performance is determined to be satisfactory, a step increase shall be granted starting from the 91st day of the Police Patrol Officer’s employment year. No salary adjustment, based on a 90-day or 180-day extended evaluation period, shall be retroactive.

If a Police Patrol Officer fails to achieve a satisfactory performance rating at the end of the second 90-day extended evaluation period, he or she shall not again be eligible for a review and step increase until the next regularly scheduled annual evaluation.

Section 15.2. Base Pay Adjustments.

Effective May 1, 2013, Police Patrol Officers’ hourly rates shall be increased by 2.0%.

Effective May 1, 2014, Police Patrol Officers' hourly rates shall be increased by 2.0%

Pursuant to Article 27, either party may reopen this agreement for the purpose of negotiating wage increases for fiscal year May 1, 2015 to April 30, 2016 by serving written notice upon the other of a written demand to bargain not less than ninety (90) calendar days, not more than one hundred and twenty (120) calendar days prior to the start of fiscal year May 1, 2015 to April 30, 2016.

Retirement bonus. Upon retirement a Police Patrol Officer shall receive a \$1,000 lump sum retirement bonus payable in his/her final pay check.

Annual calculation. The annual pay for a Police Patrol Officer is calculated by multiplying the hourly rate time 2080 hours.

Pay Plan. Appendix C contains the actual Base Pay Plans for the life of this Agreement, showing the hourly rates for each step for each period following an adjustment as specified in this section.

Section 15.3. Longevity Pay. Effective May 1, 2013, the Village shall pay longevity pay as follows:

- After 10 years of service an additional \$400 will be added to base salary.
- After 15 years of service an additional \$600 (non cumulative) will be added to base salary.
- After 20 years of service an additional \$1,000 (non cumulative) will be added to base salary.
- After 25 years of service an additional \$1,500 (non-cumulative) will be added to base salary.

ARTICLE SIXTEEN GRIEVANCE PROCEDURE

Section 16.1. Definition. A grievance is any dispute or difference of opinion between a Police Patrol Officer covered by this Agreement and the Village, with respect to the meaning, or application of the express provisions of this agreement except that management rights, as set forth in the agreement, are not challengeable as a grievance.

Section 16.2. Steps in grievance process.

Step 1 - Recognizing that any grievance should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the first event giving rise to the grievance. The Police Patrol Officer shall submit a written grievance for each specific incident and shall relate the date and time of the incident, the specific violations and facts relating to the incident, and the relief sought by the Police Patrol Officer. The grievance shall be submitted within the time limits set forth above, and filed with the Police Patrol Officer's direct supervisor, unless mutually agreed, in writing, to initiate the grievance at a higher level in the process. The supervisor shall be responsible for making inquiry into the facts and circumstances of the grievance, and providing the Police Patrol Officer with a written decision within four (4) calendar days of receipt of the written grievance.

Step 2 - If the Police Patrol Officer is not satisfied with the decision of his or her direct supervisor, the written grievance may be appealed to the next higher supervisory level within his/her assigned division, within three (3) calendar days of receipt of the direct supervisor's written decision. The Supervisor shall make a separate investigation, review prior actions and provide the Police Patrol Officer with a written decision within four (4) calendar days of receipt of the grievance.

Step 3 - If the Police Patrol Officer is not satisfied with the decision rendered in Step 2, the written grievance may be appealed to the Deputy Chief of Operations or Deputy Chief of Support Services (whichever is applicable in the respective officer's chain of command) within three (3) calendar days of the receipt of the Supervisor's decision. The Deputy Chief shall make a separate investigation, review prior actions, and provide the Police Patrol Officer with a written decision within seven (7) calendar days of receipt of the grievance.

Step 4 - If the Police Patrol Officer is not satisfied with the decision rendered in Step 3, the written grievance may be appealed to the Chief of Police within three (3) calendar days of the receipt of the decision rendered in Step 3. The Chief of Police shall make a separate investigation, review prior actions, and provide the Police Patrol Officer with written decision within ten (10) calendar days of receipt of the grievance.

Step 5 - If the Police Patrol Officer is not satisfied with the decision rendered in Step 4, a written request for a review of the grievance may be made to the Village Manager within 5 calendar days of the receipt of the Police Chief's written decision. The Village Manager or his designee shall meet with the aggrieved individual within ten (10) calendar days of receipt of the grievance, and shall respond in writing within ten (10) calendar days of the meeting.

Step 6 - Arbitration. If the grievance is not settled in Step 5 and MAP wishes to appeal the grievance from Step 5 of the grievance procedure, MAP may refer the grievance to arbitration, as described below, within ten (10) days of receipt of the Village's written answer as provided to MAP at Step 5:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and MAP shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Village representatives.

(c) The Village and MAP shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and MAP retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and MAP; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 16.3. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 16.4. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving

rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

Section 16.5. Grievances may be processed by MAP on behalf of a Police Patrol Officer or on behalf of a group of Police Patrol Officers, setting forth the name(s) of the officer(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the officer is entitled to MAP representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more officers shall be applicable to all officers within a group.

Section 16.6. Extensions for additional time may be requested in writing by either party through the process, and if mutually agreed upon, shall be granted.

Section 16.7. It is agreed and understood that circumstances which give rise to a grievance shall not exempt the Police Patrol Officer from the responsibilities of completing the assigned tasks.

Section 16.8. If the Village fails to respond according to time frames set forth above, the Police Patrol Officer may immediately appeal to the next step in the procedure.

Section 16.9. If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Department’s last answer.

Section 16.10. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

**ARTICLE SEVENTEEN
TUITION REIMBURSEMENT PROGRAM**

Section 17.1. Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the Village, subject to the restrictions listed below, to provide financial assistance to full-time, regular employees interested in furthering their formal education.

Section 17.2. The Village may provide to the extent sufficient funds are contained in the current budget, full-time regular employees with tuition assistance. While completion of a course of study provides an improved educational background, the accomplishment does not obligate the Village to reward such completion through promotion, transfer, reassignment, wage or salary increase, etc.

Section 17.3. To be eligible for reimbursement under this program, the employee must have been employed by the Village for a minimum of one year. No reimbursement shall be made unless prior approval is first obtained in accordance with the provisions of this section. The amount of reimbursement will be determined by the grade received for approved courses.

Section 17.4. The tuition reimbursement program includes two educational components aimed at improving employee education.

The first component of this program provides reimbursement to an employee for a specific course requested. The courses that may be approved for tuition reimbursement consideration are those which (1) relate directly to an employee's present position; or (2) increases his/her potential in a realistic foreseeable-future position which is directly related to the specific career path within the employee's current job classification.

Section 17.5. The second component of this program provides reimbursement for approved degree programs on both the undergraduate and graduate level. Approval will be based on the job relatedness of the program as well as Village and departmental needs. Employees must submit a copy of the degree requirements, including course names, descriptions, credit hours, and cost per credit hour. Approval will be based on the recommendation of the Department Head and the Human Resources Director with the final approval resting with the Village Manager.

1. Employees matriculated as degree students in a program of study which meets the requirements of eligibility specified under this program may have the entire degree program considered for acceptance.
2. After acceptance of a degree program by the Village, employees need not submit requests for individual course approvals as progress is made through the program. Employees must, however, submit a ***Request for Reimbursement Form*** at the successful completion of each course(s).
3. Employees in accepted degree programs may complete course credits by participating in "credit by examination" programs such as the College Level

Examination Program (CLEP). If results are accepted for credit, 75% of the examination cost will be reimbursed.

Section 17.6. Employees interested in participating in this program should complete an *Application for Educational Assistance Form* and present it to their supervisor prior to registering for the course. Application for Educational Assistance forms must first be approved by the Department Head after which it should be forwarded to the Human Resources Office for processing. After processing, copies of all forms, both those approved and any not approved, will be returned to the employee and the Department Head by the Human Resources Director.

Since this program is limited to funds in the current budget, employees should anticipate participation in this program during the budget planning process each year.

Section 17.7. The Village retains the authority to evaluate the cost of course work based on similar courses given at a state college or university and not necessarily on the cost of the course at a specific college or university an employee chooses to attend. The maximum amount reimbursable will be based on the current tuition rates for comparable college-level courses at Northern Illinois University.

Section 17.8. Special “concentrated study” programs must be approved by the Village Manager. These courses require submission of a special white paper setting forth all details of the program.

Section 17.9. Home study programs are eligible for consideration only if they apply directly and specifically to an employee’s current work assignment. The Tuition Reimbursement Program is limited to the cost of units or modules which can reasonably be expected to be completed in one year.

Section 17.10. The amount that may be reimbursed upon proper prior approval will cover tuition, fees, and required books for up to one course of study per academic term, based on the following attainment schedule:

| <u>COURSE GRADE</u> | <u>AMOUNT REIMBURSABLE (Up to allowable maximum)</u> |
|--------------------------------|---|
| A | 100% of Tuition, Fees and Required Books |
| B | 85% of Tuition, Fees and Required Books |
| C | 70% of Tuition, Fees and Required Books |
| D | 0% of Tuition, Fees and Required Books |

Section 17.11. All reimbursements made under this program will be made upon successful completion of previously approved courses. Upon successful completion of approved courses, employees should submit a *Request for Tuition Reimbursement* form together with validated course grades and appropriate receipts for tuition, textbooks, and fees to the Human Resources Department. After processing, this form and attachments will be forwarded to the Finance Dept. Reimbursement will be made directly to employees. In special cases, the Village Manager may approve partial payment of approved costs at the time of enrollment.

Section 17.12. Employees receiving tuition reimbursement under this program will be required to sign an agreement with the Village to remain in active service for the periods listed below. *Any employee who fails to fulfill the agreed upon length of service stipulated in such an agreement shall be required to pay back to the Village the most recent prior academic year's total reimbursement made to him or her.* Employees may also be required to sign a wage assignment and/or a payroll deduction authorization in addition to this agreement, insuring repayment to the Village if the stipulated periods of employment are not fulfilled because of voluntary resignation.

1. Employees who receive tuition reimbursement under the individual course component of this program will be required to remain in active service with the Village for at least **one (1) year** after completion of a course.
2. Employees who receive tuition reimbursement under the approved degree component of this program will be required to remain in active service with the Village for at least **two (2) years** after completion of each academic year and/or attainment of the college degree.

Section 17.13. Excluded from the Village's Tuition Reimbursement Program are:

1. Institutions or programs of study not approved by the Village.
2. Late fees and interest for delayed-payment plans.
3. Audited courses.
4. A law degree program. Individual courses in law relating to an employee's present position may be approved when recommended by the employee's Department Head.
5. The cost of transportation, living expenses, drawing instruments, calculators, electronic equipment, recording devices or other course materials other than textbooks.

**ARTICLE EIGHTEEN
SAFE DRIVING INCENTIVE**

To encourage safe driving procedures by the Police Patrol Officers, the following incentive program shall be in effect for the term of this Agreement.

All Police Patrol Officers who are actively employed for a period of one (1) year without being involved in a chargeable (at fault) motor vehicle accident while operating a Village vehicle in a calendar year shall be awarded a cash award in the amount of \$150.00 (or such amount as may be established for eligible non-bargaining unit employees, whichever is greater), payable on the second pay period in March of the following year. Determination of whether an accident was chargeable or whether the officer was at fault shall be determined by procedures established by the Village.

A chargeable motor vehicle accident for the purposes of this Agreement is one in which the Village has determined that the officer was at fault. Such review and determination by the Village shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE NINETEEN WORK INTERRUPTION

Section 19.1. MAP and the Police Patrol Officers covered by this agreement recognize and agree that the rendering of police services to the community cannot, under any circumstances or conditions be withheld, interrupted, disrupted, or discontinued, and that to do so would endanger the health, safety, and welfare of the inhabitants thereof.

During the term of this Agreement, neither MAP nor its agents nor any Police Patrol Officer for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, or any other interference with the work statutory functions or obligations of the Village.

Section 19.2. MAP agrees to notify all Police Patrol Officers of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage Police Patrol Officers violating Section 19.1 of this article to return to work.

Section 19.3. The Village may discharge, discipline, deduct pay or withhold other benefits of any Police Patrol Officer who violates Section 19.1 or any Police Patrol Officer who fails to carry out his responsibilities under Section 19.2, subject to the provisions of Article 29, Section 29.1 (Discipline).

Section 19.4. MAP agrees that the Village has the right to deal with any such work interruption or disruption by imposing discipline, including discharge or suspension without pay, on any, some, or all of the Police Patrol Officers participating therein, and/or any, some or all of the leaders of MAP who so participate, as the Village may choose; by contracting for services; by hiring temporary or regular Police Patrol Officers to replace striking individuals.

Section 19.5. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of this article.

Section 19.6. The Village will not lock out employees during the term of this Agreement as a result of any labor dispute with MAP.

ARTICLE TWENTY SOLICITATION

The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Hanover Park Police Department or the Village of Hanover Park.

Bargaining unit members agree that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Hanover Park Police Department" in their name or describe themselves as the "Village of Hanover Park." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village. This paragraph does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

**ARTICLE TWENTY-ONE
SENIORITY, LAYOFF AND RECALL**

Section 21.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village.

Conflicts of seniority among officers hired before July 12, 1999 shall be determined on the basis of the order of the officers on the Personnel Board's hiring list, with the officer higher on the list being the more senior. In the event of a tie on the list, the employee who's last name appears first on an alphabetized list (A-Z) shall be deemed more senior than the other.

Conflicts of seniority among officers hired on or after July 12, 1999 shall be determined on the basis of the employee who's last name appears first on an alphabetized list (A-Z).

Seniority shall not be earned during the period of any unpaid leave.

Section 21.2. Seniority List. On or before January 1 each year, the Village will provide MAP with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after MAP's receipt of the list.

Section 21.3. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

Section 21.4. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employee who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to MAP, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 21.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is discharged for cause;

- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (g) is laid off for a period in excess of two (2) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service; or
- (i) is absent for three (3) or more consecutive working days without notifying the Village.

**ARTICLE TWENTY-TWO
COMPLIANCE WITH ILLINOIS LAW**

Section 22.1. The Village and MAP mutually agree to comply with the Statutes of the State of Illinois, including but not limited to the “Uniform Peace Officers’ Disciplinary Act” (Chapter 50 ILCS 725/1 - 725/7).

Section 22.2. The Village and MAP mutually agree to comply with the provisions of the applicable Chapter section of the Illinois Compiled Statutes which allows for deferral of Police Patrol Officers’ police pension contributions from taxable income, as regulated by Section 414(h) of the Internal Revenue Code.

These provisions reduce the amount of withholding tax from each Officer’s paycheck, resulting in an increase of available funds to the employee. Income tax will be paid on the deferred amounts by the employee upon his/her receipt of pension contributions either at the time of retirement or upon refund due to termination of employment with the Village.

Section 22.3. The Village and MAP agree to comply with the Public Employee Disability Act (Chapter 5, Act 345, Section 1 of the Illinois Compiled Statutes), which provides for continuation of pay for disabilities from injuries in the line of duty.

**ARTICLE TWENTY-THREE
CONFLICTS WITH DEPARTMENTAL POLICY**

If the situation arises where this Agreement is in conflict with Police Department policy, this Agreement shall prevail.

It is also agreed that all other matters contained within Village Ordinances, the Personnel Rules and Regulations, Departmental policy, directives, general orders, procedures and rules, not contained within this Agreement, as the same may be changed from time to time by the Village, shall be applicable to all employees covered by this Agreement.

ARTICLE TWENTY-FOUR
SEVERABILITY

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, or regulations of the United States of America, or the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement.

In the event that any provision of this Agreement is declared invalid, the parties may request negotiations to commence to agree on a substitute provision.

ARTICLE TWENTY-FIVE
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and MAP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

ARTICLE TWENTY-SIX
IMPASSE RESOLUTION

Upon expiration of this Agreement, and should an impasse in negotiations for a successor agreement occur, the parties shall resort to statutorily required impasse procedures pursuant to the Illinois Public Labor Relations Act (Chapter 5 ILCS 315/14), as may be amended from time to time, or as may otherwise be mutually agreed.

**ARTICLE TWENTY-SEVEN
TERM OF AGREEMENT**

This Agreement, when ratified by both parties, shall be effective as of the day after it is executed, and shall remain in full force and effect until the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the expiration date set forth above or each yearly period thereafter, if applicable. If either party submits such written notice, the parties' designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire Agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

Wage Reopener. Either party may reopen this agreement for the purpose of negotiating the following subjects by serving written notice upon the other of a written demand to bargain not less than ninety (90) calendar days, not more than one hundred and twenty (120) calendar days prior to the start of the fiscal year indicated:

| Fiscal Year | Scope of Reopener for Fiscal Year |
|-------------------------------|--|
| May 1, 2015 to April 30, 2016 | Base Wage adjustments under Section 15.2 |

Negotiations over such subjects shall commence within thirty (30) calendar days of receipt of the demand, unless otherwise mutually agreed.

This Agreement may be amended at any time if both parties, the Village and MAP, agree, in writing, to such amendments.

**ARTICLE TWENTY-EIGHT
MISCELLANEOUS**

Section 28.1. Family and Medical Leave Act of 1993. The parties agree that the Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act of 1993 (“FMLA”).

Section 28.2. Americans with Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of the Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act (“ADA”) in order to be in compliance with the ADA.

Section 28.3. Military Leave. Employees called to active military duty shall, upon application, be granted a leave of absence for the period of service in accordance with applicable state and federal law. If a member of a reserve or national guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this Section.

Section 28.4. Chapter Bulletin Board. The Village will make available a bulletin board in the Police Department for the posting of official MAP notices of a non-political, non-inflammatory nature. The Village reserves the right to remove inappropriate postings from the bulletin board. MAP agrees to limit the posting of Union notices to such bulletin board.

Section 28.5. Residency. All bargaining unit employees shall, as a term or condition of continued employment, maintain their principal residence (domicile) within 35 miles of the Village Hall, and within the State of Illinois.

ARTICLE TWENTY-NINE DISCIPLINE

Section 29.1. Discipline. The Police Chief or his designee may discipline or dismiss any or all officers for cause. Suspensions of one or more days and dismissals may be appealed under the Grievance Procedure, Article 16. There shall be no recourse to the Village Personnel Board. Oral reprimands and written warnings shall not be subject to the grievance procedure or the Personnel Board. Grievances concerning suspensions and dismissals shall be initiated at Step 4 of the grievance procedure.

Suspensions of one to five days shall be served notwithstanding the filing of any grievance, provided that the Arbitrator shall have the authority to overturn or reduce such suspension in the event that he finds cause for such discipline did not exist. In order to obtain the reversal or reduction of a suspension of 5 days or less, the officer shall have the burden of proving that cause for such discipline did not exist.

In the case of a suspension for more than 5 days (but less than termination), such suspension shall be stayed in the event the employee notifies the Chief of Police (or, in his absence, the Commanding Officer on duty) in writing of his intent to grieve such suspension within three (3) calendar days of receipt of the notice of discipline. Absent such notice, the suspension shall be served. In the case of a suspension of greater than 5 days, the Chief shall have the burden, in any arbitration proceeding, of proving that cause for such discipline exists. In the event the grievance is denied, the suspension shall be served immediately.

In the case of dismissal, if an employee notifies the Chief of Police (or, in his absence, the Commanding Officer on duty) in writing of his intent to grieve such dismissal within three (3) calendar days of his receipt of notice of discipline, then such employee shall be placed on an unpaid leave pending the outcome of the grievance procedure.¹ In the case of dismissal, the Chief shall have the burden, in any arbitration proceeding, of proving that cause for dismissal exists. In the event an Arbitrator determines that cause for dismissal did not exist, the Arbitrator shall have the authority to reinstate the officer with or without back pay (or a portion thereof.)

In the event an officer grieves a suspension of more than 5 days or a dismissal under this Section, any arbitration hearing shall be commenced within thirty (30) calendar days of the date an arbitrator is selected, and the arbitrator shall render an award within 30 days of the close of the hearing or the Arbitrator's receipt of post-hearing briefs. These time limits shall be observed absent mutual agreement to extend them. The failure of an Arbitrator to adhere to the time limits specified herein shall not negate the discipline or the appeal thereof that is the subject of the arbitration hearing.

Section 29.2. Notice of Disciplinary Action. The Chief of Police or his designee shall notify an officer, in writing, of any written reprimand, suspension, or dismissal. The notice of discipline shall include a brief statement indicating the reason(s) for the discipline.

¹ The employee may request a preliminary hearing before the Arbitrator concerning the propriety of an unpaid leave pending the outcome of the arbitration hearing regarding cause for dismissal.

Section 29.3. Nothing in this Agreement shall be construed as a waiver of an individual officer's right to request the presence of a Union representative at a pre-disciplinary, investigatory interview.

**ARTICLE THIRTY
INDEMNIFICATION**

The Village will indemnify officers for actions taken within the scope of their authority to the full extent of coverage, subject to any limitations, as provided by the general liability insurance policy or plan maintained by the Village, as the same may be changed from time to time by the Village.

In Witness Whereof the parties have hereunto set their hands and seals this _____ day of _____, 2013.

Village of Hanover Park

Attest:

Village President

Village Clerk

Village Manager

The Metropolitan Alliance of Police

President

MEMORANDUM OF AGREEMENT

The Village of Hanover Park ("Village") and the Metropolitan Alliance of Police ("MAP") agree that this Memorandum of Agreement shall not be considered a part of the current collective bargaining agreement between the Village and the MAP, nor shall it constitute a precedent which either party may cite in any subsequent negotiations or interest arbitration proceeding. The Village and the MAP further agree as follows:

1. Alternative Work Schedule for Patrol Division. The Village is willing to maintain an alternative work schedule for officers assigned to the Patrol Division, until April 29, 2016, subject to the remaining terms of this Memorandum of Agreement. (This Memo applies to employees of the Patrol Division only, including the Canine Officer, but excluding Special Operations Group Officers, Detectives and all other bargaining unit employees).
2. Conditions. The alternative work schedule for covered employees is subject to the following conditions:
 - a) The normal work day will be 12 hours provided that once during each two-week period, the Village may schedule an 8-hour work day for each employee, so that an employee will normally be scheduled to work 2080 hours during the calendar year.
 - b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 14 days, with overtime being paid only for hours worked in excess of 80 hours in a 14 day cycle. Employees covered by this Memorandum will not otherwise be eligible for overtime pay.
 - c) All leave "days" shall equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase accrual of paid leave time, including vacations, funeral leave and personal days. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave. The provisions of Article Six of the collective bargaining agreement, which provide eight (8) hours of compensation for holidays, shall remain unchanged by this Memorandum.
 - d) The Canine Officer Agreement in effect during this alternative work schedule shall be modified, as set forth on Attachment A.
 - e) While this alternative work schedule is in effect, Section 11.18 (FTO Pay) of the collective bargaining agreement, shall be modified to provide as follows:

An officer who is assigned to serve as a Field Training Officer (FTO) shall be paid an additional one and one half hours at the officer's overtime rate per day for each full workday the FTO is assigned to train a probationary officer. Provided, however, no employee shall be eligible for FTO pay on the same day the employee simultaneously serves as an ATL.

- f) The term day or days, as used in Section 29.1 (Discipline) of the collective bargaining agreement, shall, for purposes of this Section only, refer to 12 hour work days.
 - g) An employee shall not engage in secondary employment during two consecutive 12 hour shifts, *i.e.*, two shifts separated by less than 24 hours off.
 - h) An officer assigned an as an Assistant Team Leader shall be paid at a rate of \$45.00 for each occurrence during a 12 hour tour of duty when they are assigned to act as a shift supervisor in the absence of both the shift lieutenant and shift sergeant for six or more consecutive hours. This benefit shall not be applicable if an officer receives a temporary appointment of acting sergeant.
 - i) Should there be any conflict between the provisions of this Memorandum and the provisions of the Collective Bargaining Agreement, or any successor agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.
3. Evaluation. The foregoing alternative work schedule for the Patrol division shall be evaluated as follows:
- a) Service levels, productivity, operational needs, accidents, safety, leave usage, and cost effectiveness will be periodically monitored by the Village.
 - b) There shall be periodic labor management meetings to discuss the schedule and its effectiveness. The parties may change the terms of this Memorandum by mutual written agreement.
 - c) If, at any time, the Chief of Police determines that the alternative work schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue the alternative work schedule and revert back to the work schedule provided for or permitted under the applicable collective bargaining agreement.
4. The terms of this memorandum shall not be subject to the grievance procedure. Any unexpected difficulties in administrating the alternative work schedule should, to the extent practical, be discussed in Labor Management Committee meetings.
5. This Memorandum shall expire on April 29, 2016, unless extended otherwise mutually agreed in writing between the Village and the MAP.

AGREED:

Village of Hanover Park

Metropolitan Alliance of Police

Appendix A

CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

1. Exercise
2. Grooming
3. Feeding (one meal)
4. Training
5. Veterinarian routine checkups and shots
6. Procuring food and supplies

The officer shall be allowed four (4) hours per week for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine’s kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week.

Officer

Date

Chief of Police

Date

Appendix B

Physical Fitness Standards

MAP AGREEMENT
11/01/2005 – 10/31/2008

| TEST | MALE AGE | | | | FEMALE AGE | | | |
|---------------------------|----------|-------|-------|-------|------------|-------|-------|-------|
| | 20-29 | 30-39 | 40-49 | 50-59 | 20-29 | 30-39 | 40-49 | 50-59 |
| SIT & REACH | 16.0 | 15.0 | 13.8 | 12.8 | 18.8 | 17.8 | 16.8 | 16.3 |
| 1 MINUTE SIT UP | 37 | 34 | 28 | 23 | 31 | 24 | 19 | 13 |
| MAXIMUM BENCH PRESS RATIO | 0.98 | 0.87 | 0.79 | 0.70 | 0.58 | 0.52 | 0.49 | 0.43 |
| 1 MILE RUN | 9:15 | 9:50 | 10:17 | 10:59 | 10:59 | 11:20 | 11:58 | 12:35 |

HOW WILL PHYSICAL FITNESS BE MEASURED?

1. SIT AND REACH TEST

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The test involves stretching out to touch the toes or beyond with extended arms from sitting position. The score is in the inches reached on a yardstick with 15 inches being at the toes.



2. 1 MINUTE SIT-UP TEST

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. The score is in the number of bent leg sit-ups performed in 1 minute.



3. 1 REPETITION MAXIMUM BENCH PRESS

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight.



4. 1 MILE RUN

This is a timed run to measure the heart and vascular systems' capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.



Appendix B

Physical Fitness Incentives

MAP AGREEMENT
11/01/2005 – 10/31/2008

| AVERAGE SCORE | AWARD |
|----------------------|--------------|
| 4.00 – 4.24 | \$50.00 |
| 4.25 – 4.49 | \$75.00 |
| 4.50 – 4.74 | \$125.00 |
| 4.75 – 4.99 | \$175.00 |
| 5.00 | \$200.00 |

Rating Chart FOR Physical Fitness Standards

MAP AGREEMENT
11/01/2005 – 10/31/2008

| SCORE | 1 | 2 | 3 | 4 | 5 |
|----------------------|--------------|--------------|---------------|----------------|-------------|
| % OF STANDARD | 76-85 | 86-95 | 96-100 | 101-115 | 116+ |
| SIT & REACH | | | | | |
| SIT UPS | | | | | |
| BENCH PRESS | | | | | |
| MILE RUN | | | | | |

Average Score: _____ (Sum of scores divided by 4)

**VILLAGE OF HANOVER PARK
BASE PAY PLAN
POLICE PATROL OFFICERS**

APPENDIX C

**VILLAGE OF HANOVER PARK
BASE PAY PLAN
POLICE PATROL OFFICERS
5/1/2013-4/30/2016**

| EFFECTIVE DATE | After 1 Year | After 2 Years | After 3 Years | After 4 Years | After 5 Years | After 6 Years | After 7 Years |
|-----------------------|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| May 1, 2013 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| Hourly | \$ 28.65 | \$ 30.14 | \$ 32.16 | \$ 34.17 | \$ 36.57 | \$ 37.63 | \$ 39.52 |
| Annual | \$ 59,597.44 | \$ 62,692.01 | \$ 66,890.23 | \$ 71,066.81 | \$ 76,065.72 | \$ 78,273.04 | \$ 82,211.58 |

| EFFECTIVE DATE | After 1 Year | After 2 Years | After 3 Years | After 4 Years | After 5 Years | After 6 Years | After 7 Years |
|-----------------------|-------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| May 1, 2014 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
| Hourly | \$ 29.23 | \$ 30.74 | \$ 32.80 | \$ 34.85 | \$ 37.30 | \$ 38.38 | \$ 40.32 |
| Annual | \$ 60,789.39 | \$ 63,945.85 | \$ 68,228.03 | \$ 72,488.15 | \$ 77,587.04 | \$ 79,838.50 | \$ 83,855.81 |

Wage Reopener for May 1, 2015



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Shubhra Govind, Community & Economic Development Director
Katie Bowman, Village Planner

SUBJECT: Redevelopment Agreement for 1557-1559 Irving Park Road

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

Move to approve the Redevelopment Agreement for redevelopment of the property at 1557-1559 Irving Park Road as outlined in Attachment 2.

Discussion

On September 5, 2013, the Village Board directed Staff to draft a Redevelopment Agreement to encourage the location of a Harbor Freight store located on the property at 1557-1559 Irving Park Road. Staff has worked with the property owner and their legal counsel to develop a term outline, and the Village Attorney has drafted a Redevelopment Agreement based upon the terms outlined with the Board and attached as Attachment 4. The full proposed redevelopment agreement is included as Attachment 2 and background on the project as Attachment 5.

The Redevelopment Agreement includes incentive and project terms as outlined in the term sheet. It also includes thorough details related to the required Village approvals and permits reimbursement only after completion of the project; Harbor Freight being obligated to a ten year lease and being open for business; and the availability of funds for reimbursement. In this way, the agreement ensures that work is performed, as agreed upon, and provides long-term improvements to the Village in keeping with our standards and goals. The sharing of TIF funds is targeted toward site improvements that will bring long-term value and benefit to the property.

The final Redevelopment Agreement includes further details for TIF-funded elements, including a Site Plan, Landscape Plan, and façade design, that meet the Village Code, as well as bring upgrades to the appearance and value of the property to work towards the recommendations of the Irving Park Corridor Study.

Agreement Name: Redevelopment Agreement

Executed By: Village President, Rodney S. Craig

Regular Meeting 10/24/13

Page 84

The time frame for work outlined in the Redevelopment Agreement is based upon the applicant's projections, with work to start by November 1, 2013 and be completed by December 31, 2013. All parties agree that this is an aggressive timeline that will take a large amount of work and coordination to meet. Staff will work with the applicant to expedite the process to the best of their ability. However, there may be various factors which require that this timeline be adjusted, including completion of final approved Building Permit plans by the applicant, business timelines, and weather conditions.

Recommendation

Move to pass a Resolution authorizing a Redevelopment Agreement by and between the Village of Hanover Park, Illinois, and Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 concerning 1557-1559 Irving Park Road.

Attachments:

Attachment 1 – Resolution

Attachment 2 – Redevelopment Agreement, including Redevelopment Project Plan

Attachment 3 – Façade

Attachment 4 – Term Sheet

Attachment 5 – Staff Memo, Village Board Workshop of September 5, 2013

| | | | |
|-------------------------|------------------------------|--|-----|
| Budgeted Item: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | N/A |
| Budgeted Amount: | \$ N/A | | |
| Actual Cost: | \$ 954,000 (over 15 years) | | |
| Account Number: | 037-0000-461-03-79 | | |
| | 001-0550-415-03-17 | | |

REDEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

and

**Richard L. Breslich Trust No. 1 and
Jean G. Breslich Trust No. 1**

Dated: October 16, 2013

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LIST OF EXHIBITS

- Exhibit A *Legal Description of the Redevelopment Area
- Exhibit A-1 *Legal Description of the Property
- Exhibit B Description and Estimated Capital Costs of Harbor Freight
- Exhibit C Redevelopment Plan
- Exhibit D Elements of the Redevelopment Project Eligible for Reimbursement from TIF Funds
- Exhibit E Permitted Liens
- Exhibit F Opinion of Developer’s Counsel
- Exhibit G Request for Reimbursement

(An asterisk (*) indicates which exhibits are to be recorded.)

-----space above for recording information-----

REDEVELOPMENT AGREEMENT
Richard L. Breslich Trust No. 1 and
Jean G. Breslich Trust No. 1

This Redevelopment Agreement (this “Agreement”) is made as of this ____ day of _____, 2013, by and between the Village of Hanover Park, an Illinois municipal corporation (the “Village”), and Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 (collectively the “Developer” or “Owner”).

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the “State”), the Village has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the “Act”), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects and to exercise the power of eminent domain and all other powers under the Act.

C. Village Authority: To induce redevelopment pursuant to the Act, the President and Board of Trustees of the Village (the “Corporate Authorities”) introduced and adopted the following ordinances on September 1, 2005: (1) “An Ordinance Adopting and Approving a Tax Increment Financing Redevelopment Plan For the Village of Hanover Park, Illinois (West Irving Park Road Corridor-TIF #4)”; (2) “An Ordinance Designating a Tax Increment Financing Redevelopment Project Area Within the Village of Hanover Park, Illinois (West Irving Park Road Corridor-TIF #4)”; and (3) “An Ordinance Adopting Tax Increment Financing for the Village of Hanover Park, Illinois, In Connection With the Designation of a Tax Increment Financing Redevelopment Project Area (West Irving Park Corridor-TIF #4)”, (said ordinances hereinafter collectively referred to as the “TIF Ordinances”). The redevelopment project area (the “Redevelopment Area”) is generally located at the intersection of Irving Park Road and

Barrington Road, generally including the frontage along both sides of Irving Park Road from east of Barrington Road to just west of Cumberland Drive on the north side of Irving Park Road and to just west of Longmeadow Lane on the south side of Irving Park Road.. The Redevelopment Area is legally described in Exhibit A hereto.

D. The Redevelopment Project: Prior to the adoption of the TIF Ordinances, the Developer has owned and continues to own the property in the Redevelopment Area that is legally described and depicted on Exhibit A-1 hereto (the “Property”). The Developer proposes the redevelopment of the property in preparation of a new retail tenant, Harbor Freight Tools USA, Inc., a Delaware corporation (“Harbor Freight”), which new tenant shall be obligated by a building lease agreement between Developer and Harbor Freight with a minimum term of ten (10) years for new occupancy by said tenant of a minimum of approximately 15,000 square feet of an existing approximate 25,000 square foot building as more accurately depicted in the building plans submitted to the Hanover Park Building Department for building permit review on August 22, 2013, which building and property are owned by Developer, said elements of the redevelopment are more completely described in Exhibit B. The Developer’s estimate of the capital costs of the Harbor Freight is also contained in Exhibit B.

The specific objectives of the Developer in locating Harbor Freight in the Redevelopment Area include, without limitation:

Expansion of Developer’s business in the area;

Access to a competent workforce; and

Access to tax increment financing to reduce the costs of the Redevelopment Project.

The potential contribution of the rehabilitation of the existing approximate 25,000 square foot building to include Harbor Freight to the local economy is substantial and includes:

Increased ad valorem property taxes;

An incentive for related private investment in adjacent properties not owned by Developer;

Strengthening of the Village’s commercial sector; and

Employment opportunities during construction and operation of Harbor Freight.

The redevelopment of the Property by remodeling and rehabilitating with improvements described in this Agreement and the redevelopment of the existing approximate 25,000 square foot building to include approximately 15,000 square feet for Harbor Freight redevelopment is referred to herein as the “Redevelopment Project.” The completion of the Redevelopment Project would not reasonably be anticipated without the tax increment financing contemplated in this Agreement.

E. Redevelopment Plan: The Redevelopment Project will be carried out in accordance with this Agreement and the Redevelopment Plan for the Establishment of a Redevelopment

Project Area in Hanover Park, Illinois (the “Redevelopment Plan”) attached hereto as Exhibit C, as amended from time to time. The parties acknowledge that the Redevelopment Project conforms to the Redevelopment Plan and the comprehensive plan of the Village.

F. Village Financing: In order to achieve the objectives of the Redevelopment Plan, the Village agrees to use, in the amounts set forth in Section 4 hereof, a portion of the Incremental Taxes (the “Tax Increment Proceeds”) generated by the Redevelopment Project to pay for or reimburse the Village and the Developer for the Redevelopment Project Costs pursuant to the terms and conditions of this Agreement, and also provide further economic incentive through sales tax reimbursement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U. S. C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Hanover Park, Illinois.

“Event of Default” shall have the meaning set forth in Section 11 hereof.

“First Disbursement” shall mean the first disbursement of TIF Funds for Redevelopment Project Costs.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Finance Director of the Village for deposit by the Finance Director into the Special Tax Allocation Account established pursuant to the Act to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Municipal Code” shall mean the Municipal Code of the Village of Hanover Park.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the approximate 25,000 square foot building located thereon including Harbor Freight set forth on Exhibit E hereto.

“Redevelopment Project” shall mean the redevelopment of the Owners’ Property in accordance with this Agreement including the new Harbor Freight.

“Redevelopment Project Costs” shall mean the costs of those elements of the Redevelopment Project that are approved for payment from TIF Funds as redevelopment project costs under Section 5/11-74.4-3(q) of the Act and the provisions of this Agreement.

“Term of the Agreement” shall mean the period of time commencing on the date hereof and ending on the twenty-third anniversary of the adoption of the TIF Ordinances.

“TIF-Funded Redevelopment Project Costs” shall mean those Redevelopment Project Costs incurred by the Developer which are reimbursable from TIF Funds and which are identified in Exhibit D.

“TIF Funds” shall mean the Incremental Taxes described in Sections 4.01 - 4.03 hereof.

“Village Attorney” shall mean the Village Attorney of the Village of Hanover Park, Illinois.

“West Irving Park Road Corridor Redevelopment Project Area Special Tax Allocation Account” or the “TIF Fund” shall mean the special tax allocation fund created by the Village in the municipal treasury into which the Incremental Taxes will be deposited.

SECTION 3. THE REDEVELOPMENT PROJECT

A. The Redevelopment Project.

In order to accomplish in part the objectives of the Village to provide for the redevelopment of the Property in conformity with the Redevelopment Plan, the Village agrees to make certain TIF Funds available with respect to the Redevelopment Project as provided in Section 4 and the Developer agrees to rehabilitate, remodel, renovate, and redevelop the Property and improve it and the approximate 25,000 square foot building including operation of Harbor Freight as more fully described in Exhibit B.

B. Village Review of Plans and Specifications for the Redevelopment Project.

The parties agree that the drawings, plans and specifications submitted to the Village in connection with the Redevelopment Project conform to the Redevelopment Plan, as amended from time to time and this Agreement. The Developer represents that, to the best of its knowledge, the drawings, plans and specifications for the Redevelopment Project conform to all applicable federal, state and local laws, ordinances and regulations. Developer has provided Village with a copy of the fully executed minimum ten year term lease between Owner and Harbor Freight.

C. Evidence of Actual Expenditures.

Attached to this Agreement as Exhibit D is a listing of TIF-Funded Redevelopment Project Costs eligible for reimbursement from TIF Funds under the Act and this Agreement. From time to time, the Developer shall submit evidence to the Village of its expenditures with respect to Redevelopment Project identified on Exhibit D for which it intends to seek reimbursement of TIF-Funded Redevelopment Project Costs from TIF Funds. Such evidence shall be in a form requested by the Village that permits the Village to meet its reporting and audit obligations under the Act. Developer's reimbursement request shall be initiated with the Request for Reimbursement in the form attached hereto as Exhibit G. With respect to the TIF-Funded Redevelopment Project Costs, the evidence shall include, upon request of the Village, a copy of the pricing provisions from the contract or contracts for that work and information that the costs of the TIF-Funded Redevelopment Project Costs are commercially reasonable. In connection with each such submission, the Developer shall certify that:

- a) the total amount of the expenditures represents the actual amount paid by the Developer with respect to the Redevelopment Project;
- b) each of the expenditures is a TIF-Funded Redevelopment Project Cost under the Act and this Agreement;
- c) the Developer approved all services, work and materials and/or costs with respect to the expenditure, and such services, work and materials and/or costs substantially conform to the requirements of the Redevelopment Plan, this Agreement and the Act.

D. Village Approval. The Village shall promptly review and take action with respect to each expenditure submission. The Village shall approve those expenditure submissions that qualify under the Act and this Agreement for reimbursement from TIF Funds under the provisions of Section 4 hereof. Those approved expenditures are referred to herein as "TIF-Funded Redevelopment Project Costs".

E. Start Date. Developer agrees to cause the development of the Project. Development of the Project shall commence not later than the date that the last of the following events have taken place (the "Start Date"): Developer having received the last of all required governmental or quasi-governmental permits, approvals or clearances required in connection with its development of the Project (including, without limitation, building and similar permits to be issued by the Village; access or relocation permits if to be issued by the Illinois Department of Transportation

or Cook County Department of Transportation; and any other environmental permits and approvals from the Illinois Environmental Protection Agencies), provided, however, the Start Date shall commence on or before November 1, 2013 and shall be completed by December 31, 2013. If Developer does not begin the Project by the Start Date, this Agreement, at the option of the Village, becomes null and void.

F. Utilities, Fees and Assistance to Developer. The Village and Developer agree that Developer shall be obligated to pay in connection with the development of the Redevelopment Project, those water, sanitary sewer, building permit, engineering inspection, and other fees generally applicable in the Village. Developer hereby expressly acknowledges that the Village shall have no financing obligations in connection with the Redevelopment Project or the TIF Improvements except as expressly provided herein.

G. No Liens. Developer agrees that all TIF Improvements shall be free of all mechanics' and materialman's liens which could arise as a result of Developer's TIF Improvements. Developer hereby agrees and covenants to indemnify and hold harmless the Village from all costs and expenses, including reasonable attorneys' fees and costs of litigation, in the event any liens are filed in Redevelopment Project as a result of the acts or omissions of the Developer, its agents, or independent contractors.

H. Costs. The Village and Developer agree that Developer shall cause the construction of the TIF Improvements indicated on Exhibit B in accordance with the Plans to be approved by the Village. In addition to any other condition for reimbursement, to be eligible for reimbursement for the TIF Improvements or the Sales Tax Reimbursement, Developer shall first have expended at least \$2,650,000 in capital costs of the Redevelopment Project. Developer shall advance all funds and all costs necessary to complete the construction of such improvements and to otherwise complete the Redevelopment Project. Developer shall be responsible to complete all TIF Improvements and to complete the construction of all items referenced in the Plans which are approved by the Village, without regard to whether the actual cost of same exceeds the estimates therefore contained on Exhibit B.

SECTION 4. FINANCING; TIF-FUNDED REDEVELOPMENT PROJECT COSTS

A. Costs of Redevelopment Project and Sources of Funds. The Developer shall use equity or borrowed funds to pay for the costs of design and construction of the redevelopment of the Property as set forth in this Agreement including the new Harbor Freight and shall seek reimbursement for TIF-Funded Redevelopment Project Costs from TIF Funds generated by the Redevelopment Project (the "Property") as set forth in this Section.

B. Financing of TIF-Funded Redevelopment Project Costs.

1) The Village shall deposit the Incremental Taxes generated by the Redevelopment Area into the TIF Fund and will provide a portion of the monies deposited into the Special Tax Allocation Account solely from the Redevelopment Project Property of Developer to the Developer to reimburse it for the Redevelopment Project Costs with respect to the TIF-Funded Redevelopment Project Costs up to a maximum reimbursement of six hundred ninety thousand dollars (\$690,000) as follows:

a) During the term of this Agreement and upon proof of Developer's (Owner's) payment of the second installment of property taxes on the Redevelopment Project Property, the Incremental Taxes derived from the Redevelopment Project Property of Developer shall be annually deposited in the TIF Fund and shall be allocated and disbursed in accordance with this Agreement and the Act as follows:

From the Incremental Taxes generated solely from the Redevelopment Project Property of the Developer and deposited in the TIF Fund:

Fifty percent (50%) will annually be made available to the Developer to reimburse it for TIF-Funded Redevelopment Project Costs for the Redevelopment Project approved by the Village under the Act and pursuant to this Agreement.

Once the Developer has been paid the lesser of, a) six hundred ninety thousand dollars (\$690,000) or b) the total TIF-Funded Redevelopment Project Costs incurred by the Developer, from the Special Tax Allocation Account, then 100% of all remaining Incremental Taxes deposited shall be distributed by Village in accordance with the Redevelopment Plan and the Act.

C. Use and Disbursement of TIF Funds

1. Uses of TIF Funds. The Village's obligation to make payments for TIF-Funded Redevelopment Project Costs under this Agreement is a special obligation of the Village limited to TIF Funds and does not constitute a general obligation of the Village or a pledge of the taxing power of the Village. The Developer shall not have the right to compel the Village to exercise any taxing power to reimburse the Developer for TIF-Funded Redevelopment Project Costs. TIF Funds as provided for in this Agreement shall be used to reimburse the Developer for costs that constitute TIF-Funded Redevelopment Project Costs upon a determination by the Village that the Developer has submitted documentation satisfactory in form and substance to the Village evidencing such cost and its eligibility as a TIF-Funded Redevelopment Project Cost under the Act and this Agreement.

2. Conditional Grant of TIF Funds. Notwithstanding any other provision of this Agreement, the total amount of Incremental Taxes disbursed to the Developer with respect to any year shall in no event ever exceed an amount equal to forty percent (40%) of the Incremental Taxes received by the Village with respect to this Redevelopment Project Area (West Irving Park Corridor-TIF #4) for that calendar year during the term of this Agreement; provided further, that in no event shall the Developer ever receive in the aggregate Incremental Taxes in an amount in excess of six hundred ninety thousand dollars (\$690,000).

3. Preconditions to First Disbursement. The following conditions shall be complied with to the Village's satisfaction on or before the First Disbursement:

a) Opinion of the Developer's Counsel. The Developer shall furnish the Village with an opinion of counsel for the Developer, substantially in the form attached hereto as Exhibit F.

- b) Litigation. The Developer shall provide to the Village a description of all pending or threatened litigation or administrative proceedings involving the Developer which could have a material adverse effect on the Redevelopment Project.
- c) Governmental Approvals. The Developer shall have secured all necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof reasonably acceptable to the Village.
- d) Title. The Developer shall have furnished the Village with evidence, satisfactory to the Village, that the Developer is the title holder of the Property.
- e) Insurance. The Developer, at its own expense, shall have obtained for the Redevelopment Project the insurance required by Section 8 hereof and shall have delivered certificates evidencing the required coverages to the Village.
- f) Open for Business and Cost. Harbor Freight shall have been completed in accordance with the Redevelopment Plan, a minimum term ten year lease between Owner and Harbor Freight shall have been entered into for the Harbor Freight store on the Property and a copy delivered to the Village Attorney, the completion of all Exhibit B work at a cost of not less than \$2,650,000.00, the completion of all Exhibit D work in substantial compliance with the Site Improvement Plans prepared by Landmark Engineering Group, consisting of 2 pages and dated October 16, 2013, and the Village shall have issued a Certificate of Occupancy for Harbor Freight and the grand opening of Harbor Freight shall have occurred and its operations fully commenced.

4. Disbursement Certifications. From time to time during the term of this Agreement, the Developer may submit requests for reimbursement of TIF-Funded Redevelopment Project Costs from the Special Tax Allocation Account in the form attached hereto as Exhibit G. Delivery by the Developer to the Village of any request for disbursement of TIF Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the Village as of the date of such request for disbursement that:

- a) the representations and warranties contained in this Redevelopment Agreement are true and correct in all material respects and the Developer is in substantial compliance with all covenants contained herein;
- b) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred;
- c) the Developer has satisfied all other preconditions to disbursement of TIF Funds for that disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and the Act; and
- d) the requested disbursement is for TIF-Funded Redevelopment Project Costs which are qualified under applicable law and this Agreement and have been approved by the Village as required by this Agreement.

SECTION 5. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

A. General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of TIF Funds hereunder, that:

1. the Trusts constituting the Developer is lawfully existing and is qualified to do business in Illinois;
2. the Developer has the right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder;
3. the execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action, and does not violate any of the terms of the Trusts, as amended and supplemented, of the Developer, or any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;
4. the Developer is solvent and able to pay its debts as they mature;
5. there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or, to the knowledge of Developer, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;
6. the Developer has or will obtain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to design, construct and operate Harbor Freight;
7. the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound, which default would have a material adverse effect on the design, construction or operation of Harbor Freight;

B. Covenant to Redevelop. Developer's improvements shall comply with the current zoning, building, and sign ordinances and regulations of the Village. Upon the Developer's receipt of all required permits, governmental approvals, the Developer shall construct and operate the Redevelopment Project including all of its obligations under this Agreement and shall assure the operation of Harbor Freight in accordance with this Agreement, and all Exhibits attached to this Agreement, the TIF Ordinances, and all applicable federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable thereto. The covenant set forth in this Section 5(B) and the remedy for breach thereof provided in Section 12.B shall run with the land and be binding on any transferee. The right of the Developer to receive any disbursement of TIF Funds in any year shall be conditioned on its delivery to the Village of a certificate of compliance with respect to this covenant.

C. Redevelopment Plan. The Developer represents that the design, construction and operation of Harbor Freight is and shall be in compliance with all of the terms of the Redevelopment Plan.

D. Use of TIF Funds. TIF Funds disbursed to the Developer shall be used by the Developer solely to reimburse the Developer for its payment of the TIF-Funded Redevelopment Project Costs as provided in this Agreement.

E. Conflict of Interest. The Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village in the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned or controlled or will own or control any interest in the Developer, the Property or Harbor Freight.

F. Insurance. The Developer, at its own expense, shall comply with all provisions of Section 8 hereof.

G. Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and Harbor Freight are as of the date hereof and shall remain in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and Harbor Freight and its operation.

H. Recording and Filing. The Village shall cause this Agreement, certain exhibits (as specified by the Village Attorney), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois within fifteen (15) days after the date hereof. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Village shall transmit to the Developer an executed original of this Agreement showing the date and recording number of record.

I. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 5 and elsewhere in this Agreement shall be true, accurate and complete on the date of the Agreement and shall be in effect throughout the term of the Agreement.

J. To the extent required by law, the Developer shall comply with, and shall require its contractor to comply with, the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (the "PWA"). The Developer hereby agrees to indemnify and hold the Village harmless from all liability, loss, cost, fine, penalty, interest, or other expense, including court costs and attorneys' fees relating to any such judgments, awards, litigation, suits, demands or proceedings that may result from any failure by the Developer or its contractors or subcontractors to comply with the PWA.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF VILLAGE

A. General Covenant. The Village represents, warrants and covenants, as of Closing, that:

1. Power. The Village has the right, power and authority as a home rule unit of local government to enter into, execute and deliver this Agreement and to perform its obligations hereunder;

2. Due Authorization. The execution, delivery and performance by the Village of this Agreement has been duly authorized by all necessary actions and will not violate any applicable provision of law or constitute a breach of, a default under, or require any consent under any agreement to which it is a party, or under any law by which it is bound; and

3. No Litigation. Except as has been disclosed in writing to Developer, there are no actions or proceedings before any court, governmental commission, board, bureau or any other administrative agency pending or, to the knowledge of the Village, threatened or affecting the Village which would impair its ability to perform under this Agreement.

B. Survival of Covenants. All warranties, representations, and covenants of the Village contained in this Section 6 or elsewhere in this Agreement shall be true, accurate, and complete on the date of this Agreement and shall be in effect throughout the term of the Agreement.

SECTION 7. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the Village that Harbor Freight will be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the Village harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the Village as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the Village or the Developer under any Environmental Laws relating to the Property.

SECTION 8. INSURANCE

A. Coverage. During the period of construction of TIF-Funded Redevelopment Project Costs, the Developer shall provide and maintain, at the Developer's own expense, or cause its contractor to provide the insurance coverages and requirements specified below (or in such other types and amounts as the Village may otherwise consent to by written instrument).

1. Coverage.

a) Worker's Compensation and Employers Liability Insurance. Worker's Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service with respect to the TIF-Funded Redevelopment Project Costs and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness;

- b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two years following completion), sudden and accidental pollution, independent contractors, separation of insured, defense, and contractual liability (with no limitation endorsement). The Village is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work;
- c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, noncontributory bases;
- d) Builders Risk Insurance. When the contractor undertakes any construction, including improvements, betterments, and/or repairs, the contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Redevelopment Project. Coverages shall include but are not limited to the following: collapse, boiler and machinery, if applicable; and
- e) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work with respect to Redevelopment Project, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Other Requirements. The Developer will furnish the Village original certificates of insurance evidencing the required coverage to be in force before beginning work, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the work. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the Agreement. The failure of the Village to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the Village. The Developer shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Village retains the right to terminate this Agreement until proper evidence of insurance is provided. The insurance shall provide for 30 days prior written notice to be given to the Village in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer. The Developer agrees that insurers shall waive rights of subrogation against the

Village, its employees, elected officials, agents, or representatives. The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law. The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the Village shall not contribute with insurance provided by the Developer under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

SECTION 9. INDEMNIFICATION

A. Developer Indemnification. The Developer agrees to indemnify, defend and hold the Village, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Village, its officials, agents and employees and arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's or subcontractor's of any tier failure to pay its contractor, any subcontractors of any tier or materialmen of any tier in connection with the Redevelopment Project undertaken by the Developer, or (iii) the existence of any material misrepresentation or omission in this Agreement or the Redevelopment Plan or any other document directly or indirectly related to this Agreement that is the result of information supplied or omitted to be supplied by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer, or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 10. MAINTAINING RECORDS/RIGHT TO INSPECT

A. Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the TIF-Funded Redevelopment Project Costs. All such books, records and other documents, including but not limited to, contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices during normal business hours for inspection, copying, audit and examination by an authorized representative of the Village at the Village's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to any TIF-Funded Improvement.

B. Inspection Rights. In addition to property inspections pursuant to Village building codes and ordinances, upon three (3) business days' notice, any authorized representative of the Village shall have reasonable access to all portions of the Project and the Property during normal business hours during the construction of Harbor Freight.

SECTION 11. SALES TAX REIMBURSEMENT PROVISIONS

A. Prior to the first sales tax reimbursement, the Developer shall have satisfied the Preconditions to First Disbursement found in Section 4 C 3. of this Redevelopment Agreement,

and if so then in further consideration of the Developer redeveloping the Property, Village also agrees to reimburse the Developer for a portion of the costs of redeveloping the Property to develop a Harbor Freight retail operation. Village agrees to remit to the Developer certain monies without any interest whatever as follows:

(i) Commencing with the opening of Harbor Freight, Village shall reimburse Developer for a portion of its expenses pursuant to the schedule set forth below utilizing portions of the 1% Municipal Retailer's Occupation Tax, or the 1% Municipal Retailer's Service Tax or successor tax to the 1% Municipal Sales Tax that may be enacted by the State of Illinois as a replacement thereto (hereinafter collectively "Sales Tax Revenue") that is collected and received by Village as a result of business transactions by Harbor Freight within the Project as a result of Harbor Freight's sales activity. All sales occurring at Harbor Freight in the Village of Hanover Park which is located upon the Property will be taxed in the Village and the sales tax will be remitted to the Village. Amounts not paid to the Developer shall be retained by Village. In no case shall Developer ever be entitled to and remittance or reimbursement of Village's Home Rule Sales Tax.

(ii) The Sales Tax Revenue derived from Harbor Freight is allocated per the following formula: Annual Periods 1 to 10 - the Sales Tax Revenue is paid 60% to Village and 40% to Developer. Thereafter, the Sales Tax Revenue is paid 100% to Village.

All Sales Tax Revenues would be payable based upon the provisions set forth below.

(iii) Duration. Village's obligation to reimburse the Developer from its collected Sales Tax Revenue shall continue until the first to occur of any of the following events at which time its obligation shall end:

- (a) The Developer ceases to operate the approximate minimum 15,000 square foot Harbor Freight on the Property; or
- (b) Village has reimbursed the Developer and/or its successor from its collected Sales Tax Revenues from Harbor Freight store pursuant to the above and the split for a period of 10 years commencing with the opening of Harbor Freight's retail facility; or
- (c) The principal amount reimbursed to the Developer shall have reached \$264,000 (there being no interest due whatever); or

(d) Notwithstanding any other term in this Agreement, December 31, 2023.

(iv) Calculation of Reimbursement.

- (a) The amount of the reimbursement shall be calculated on taxable sales made by Harbor Freight only.
- (b) The calculation shall be made on sales made beginning on the first day of the first complete month in which the Harbor Freight's facility is open for business and shall end 12 months later ("Annual Period"). Each subsequent Annual Period shall begin on the anniversary date of the first Annual Period and shall end 12 months later.

B. Sales Tax Reports and Reimbursement Mechanism. The Developer shall require Harbor Freight, as a provision in its lease with Harbor Freight, to provide Village with exact copies of any and all sales tax returns, sales tax reports, sales reports, amendments, or any other information whether paper or electronic (the "Documentation") filed with the State of Illinois or other appropriate Governmental entity, which documents are being provided to Village for purposes of identifying Sales Tax Revenues collected pursuant to this Economic Incentive Agreement. Further, Harbor Freight shall be required to sign documents required by Village and/or the Department of Revenue of the State of Illinois, to allow Village access to sales tax documents filed by Harbor Freight with the State of Illinois Department of Revenue for the Village store.

Within one hundred twenty (120) days following the end of each Annual Period, the Developer shall also submit to Village, true and correct copies of all Documentation or a summary thereof, as requested by Village needed to make the reimbursement for the Annual Period. Not later than thirty (30) days after receipt of all Documentation or a summary thereof, as determined by Village, for the applicable Annual Period, Village shall remit by its check in full to the Developer the Developer's share of the Sales Tax Revenue for that particular Annual Period provided, Village shall be under no obligation to remit any monies whatsoever until all Sales Tax Revenues are received by Village from the Illinois Department of Revenue for the applicable Annual Period and Village is satisfied through its verification that the amounts for Harbor Freight are an accurate reflection of the returns on file with Department of Revenue for the State of Illinois.

Since it is anticipated that there will be a three to four month lag in Village receiving its portion of the Sales Tax Revenue from the State of Illinois, but subject to the limitations of (iii) of paragraph A above, the reimbursement payments may continue following the expiration of the 10 year period until the final receipt of said Sales Tax Revenue by Village from the State of Illinois pursuant to this Agreement and until the final reimbursement payment is made to the Developer by Village. In no event shall the reimbursement to the Developer cover more than 10 Annual Periods.

Between the first day and the last day of each Annual Period and prior to either the payment of the last of monies, if any, to be paid to the Developer by Village for the prior Annual Period, Village and the Developer shall cooperate with one another in auditing all monies paid or to be paid and endeavor to agree upon the amount, if any, due from one to the other.

C. **Waivers.** The Developer agrees, that upon the request of Village, it shall furnish such consents or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish Village with Sales Tax Revenue information concerning the Harbor Freight facility.

D. **Indemnification as to Claims Arising from this Section 11.** In the event that a claim, action or suit is made or filed against Village arising from this sales tax reimbursement economic incentive of this Section 11 or any undertaking by either party pursuant to this Section, Village shall notify the Developer thereof. The Developer agrees to defend, hold harmless and indemnify Village, its President, Trustees, representatives, employees, attorneys and agents in both their official and individual capacities, from and against any and all claims, actions and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorney's fees arising out of or alleged to have arisen out of the provisions of this Section 11 or any undertaking by either party pursuant to this Section 11. In the event it is finally determined by any court of competent jurisdiction (including exhaustion of all regular appeals) that any of the sales tax reimbursement cannot legally be performed by Village or are not within the statutory or constitutional authority conferred upon Village as a municipality, then no further liability for the performance of such sales tax reimbursement shall attach to Village or the Developer or any of their respective officials, officers, agents, attorneys or employees. The Developer's liability under this paragraph shall not exceed the costs and expenses of defense (including reasonable attorney's fees) and the repayment of all amounts paid by the Village as sales tax reimbursement to the Developer. The Village shall have no obligation to defend any such claim, suit or action or participate in any defense made by the Developer unless the cost and expense thereof is paid by the Developer.

E. **Limited Obligation.** Village's obligation to reimburse the Developer for a portion of the expense of redevelopment of the Property and its obligation to make any payments to the Developer and/or its successor or successors with sales tax reimbursement constitutes a limited obligation of Village payable solely from amounts available from the Sales Tax Revenue that is collected and remitted to Village as a result of business transactions occurring at the aforesaid Harbor Freight pursuant to this Section 11. Said obligations do not now and shall never constitute a general indebtedness of Village within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or a charge against its general credit or taxing power.

SECTION 12. DEFAULT AND REMEDIES

A. Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 12.C, shall constitute an "Event of Default" hereunder:

1. the failure of a party to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations under this Agreement, or any related agreement;
2. the making or furnishing by a party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
3. the closure of Harbor Freight (for the purposes of this provision “closure” shall be deemed to have occurred if Harbor Freight is not open and operating for a period in excess of ten consecutive weeks, unless such closure is due to 1) remodeling which results in a closure of not more than four (4) consecutive months or 2) an ongoing repair occasioned by a casualty which Developer is diligently pursuing).

B. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement. Upon the occurrence of an Event of Default by the Developer, the Village may discontinue all further disbursements of TIF Funds as of the occurrence of said Event of Default. In the event the non-defaulting party is the Developer, it may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy against the Village, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

C. Curative Period. In the event a party shall fail to perform a monetary covenant, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the defaulting party shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the non-defaulting party specifying that it has failed to perform such monetary covenant. In the event the defaulting party shall fail to perform a non-monetary covenant, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the defaulting party shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the defaulting party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 13. NON-ASSIGNMENT MORTGAGING AND SALE OF THE PROJECT

Except as provided for below, the Developer's rights and duties under this Agreement shall not be assignable, delegated, or transferable at any time without the prior written approval of the Village, which after six months from the date of this Agreement will not be unreasonably withheld. Any assignment of legal or equitable right, delegation, or transfer without such consent shall make this Agreement null and void at the option of Village. The lease of the property or part of it to users of the Project or part of it is not prohibited by this Agreement.

If a bona fide mortgagee, who has lent to Developer on this Redevelopment Project at least 50% of the aggregate of the total Cost Estimate on Exhibit B, shall succeed to the Developer's

interest in the Property or any portion thereof pursuant to the exercise of remedies under the mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with the terms of this Agreement, the Village hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such mortgagee accepts all of the obligations and liabilities of the Developer hereunder. However, if such person does not expressly accept an assignment of such interest, that person shall be entitled to no right or benefits and shall have no obligations under this Agreement.

SECTION 14. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the address set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

| | |
|----------------------|--|
| If to the Village | Village of Hanover Park, Illinois 2121 Lake Street Hanover Park, IL 60103 Attn: Village Manager Fax: (630) 823-5786 |
| With a copy to: | Village of Hanover Park, Illinois 2121 Lake Street Hanover Park, IL 60103 Attn: Village Attorney Fax: (630) 823-5786 |
| If to the Developer: | Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 440 Wing Park Blvd. Elgin, IL 60123 Fax: |
| With a copy to: | William C. Graft Graft & Jordan 2800 West Higgins Road, Suite 980 Hoffman Estates, IL 60169 Fax: 847-519-7301 |

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 15. MISCELLANEOUS

A. Amendment. Except as provided herein, this Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the parties.

B. Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

C. Limitation of Liability.. No member, official or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer from the Village or any successor in interest or on any obligation under the terms of this Agreement.

D. Further Assurances. The Developer and the Village each agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

E. Waiver. Waiver by the Village or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or the Developer in writing.

F. Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

G. Disclaimer. Nothing contained in this Agreement nor any act of the Village shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the Village.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

J. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement which, can be given effect without the invalid or void provision and to this effect the provisions of this Agreement are severable.

K. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances such ordinance(s) shall prevail and control.

L. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

M. Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the Village shall be in form and content reasonably satisfactory to the Village.

N. Approval. Wherever this Agreement provides for the approval or consent of a party, or any matter is to be to the party's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the party, in writing and in the reasonable discretion thereof.

O. Binding Effect. Subject to SECTION 13, this Agreement shall be binding upon the Developer, the Village and their respective successors and assigns and shall inure to the benefit of the Developer, the Village and their successors and assigns.

P. Force Majeure. Neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

Q. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

R. Settlers and Beneficiaries of the Trusts. The following two Settlers and Beneficiaries of the two Trusts that constitute the Developer and their residence address are:

| NAME | ADDRESS |
|---------------------|--|
| Richard L. Breslich | 440 Wing Park Blvd. Elgin, IL 60123 |
| Jean G. Breslich | 440 Wing Park Blvd. Elgin, IL 60123 |

By signing this Agreement in any capacity and guaranteeing its performance, each of the aforesaid represent and warrant to the Village (1) that they have not been involved in a personal bankruptcy or a bankruptcy of a business that they were a partner, officer, or stockholder of five (5%) percent or more of the stock, within the past seven years and (2) that there are no outstanding judgments against them or either of them, and there is no litigation pending against any of them individually, jointly, or as an officer or principal of any company.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Richard L. Breslich, Trustee

Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Jean G. Breslich, Trustee

VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

By: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the Village of Hanover Park, Illinois (the "Village"), and 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, sealed, and delivered said instrument pursuant to the authority given to him by the Village, as his free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

GUARANTEE

On this day of , 2013, for and in consideration of the Village of Hanover Park entering into the aforesaid Redevelopment Agreement, which would not be entered into by Village without this guarantee as an inducement to do so, and for other good and valuable consideration, the undersigned, Richard L. Breslich and Jean G. Breslich, jointly and severally hereby guarantee full and complete performance by Developer, its authorized and permitted successors or assigns of all covenants and agreement of the above Redevelopment Agreement by it or them.

Richard L. Breslich

Jean G. Breslich

(To be signed by each person listed in R. of Section 15. of the Agreement)

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

IRVING PARK ROAD CORRIDOR REDEVELOPMENT PROJECT AREA

That part of the southwest fractional quarter and the southeast quarter of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian described as follows:

Commencing at the southwest corner of Lot 3 of the Hanover Highlands Unit 10 Subdivision, recorded as Document No. 20672558 as a point of beginning, that point also being the intersection of the east right-of-way line of Barrington Road and the north right-of-way line of Bristol Lane; thence 171.57 ft. easterly along said north right-of-way line of Bristol Lane to a point of deflection; thence 939.54 ft. southeasterly along said north right-of-way line to the southeast corner of Lot 4 of Hanover Highlands Unit 10 Subdivision; thence continuing southeasterly 60.00 ft. along the extension of said north right-of-way line to the northwest corner of Lot 6 of the Pasquinelli's Coventry Place Subdivision, recorded as Document No. 93371220, that point also being on the east right-of-way line of Kingsbury Drive; thence 166.84 ft. southerly along said east right-of-way line of Kingsbury Drive; thence 133.52 ft. southerly along an arc convex to the west with a radius of 170.00 ft.; thence 313.41 ft. southeasterly along said east right-of-way line; thence 86.57 ft. southerly along an arc convex to the east with a radius of 230.00 ft. to the southwest corner of Lot 21 of Pasquinelli's Coventry Place Subdivision; thence 208.16 ft. easterly to the southeast corner of Pasquinelli's Coventry Place Subdivision, that point also being on the north right-of-way line of Bristol Lane; thence 135.00 feet easterly along said north right-of-way line of Bristol Lane to the southeast corner of Lot 1 of Block 32 of the Hanover Highlands Unit 5 Subdivision, recorded as Document No. 19868966; thence continuing easterly 60.00 ft. along the direction of said north right-of-way line to a point on the east right-of-way line of Cumberland Drive; thence 363.10 ft. south along said east right-of-way line of Cumberland Drive to the southwest corner of Lot 1 of Block 34 of the Hanover Highlands Unit 5 Subdivision, that point also being the intersection of the east right-of-way line of Cumberland Drive and the north right-of-way line of Irving Park Road; thence 200.54 ft. easterly along said north right-of-way line of Irving Park Road; thence 395.09 ft. southerly to a point on a line parallel to and 293.22 ft. south of the south right-of-way line of Irving Park Road and 2000.00 ft. east of the west line of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, that point also being the southeast corner of the lot commonly known as 1301 Irving Park Road; thence 1947.07 ft. westerly along a line parallel to and 293.22 ft. south of the south right-of-way line of Irving Park Road to a point on the east right-of-way line of Barrington Road; thence 1249.87 ft. north along said east right-of-way line of Barrington Road to the point of beginning, encompassing 45.86 acres all in Cook County, Illinois.

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 387.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, 483.112 FEET ALONG A LINE PARALLEL WITH THE CENTER LINE (AS CONSTRUCTED AND PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11203459) OF SAID IRVING PARK ROAD AND THE NORTHWESTERLY EXTENSION THEREOF; THENCE NORTH 11 DEGREES 17 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 343.217 FEET TO A POINT ON SAID CENTER LINE OF IRVING PARK ROAD; THENCE NORTH 78 DEGREES 42 MINUTES 05 SECONDS WEST ALONG SAID CENTER LINE, 150.959 FEET; THENCE CONTINUING ALONG SAID CENTER LINE NORTHWESTERLY 410.235 FEET ALONG THE ARC OF A CIRCLE OF 2292.01 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE TWO PARTS THEREOF DESCRIBED AS FOLLOWS:

EXCEPTION #1:

COMMENCING AT A LINE IN ABOVE DESIGNATED POINT OF BEGINNING; THENCE SOUTHEASTERLY 250.00 FEET ALONG THE AFORESAID ARC OF A CIRCLE; THENCE SOUTH 230.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, 249.873 FEET TO A POINT ON SAID WEST LINE, 230.00 FEET SOUTH OF THE AFORESAID POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE, 230.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTION #2:

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 157.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 241.744 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 125.711 FEET TO A POINT, LYING 249.873 FEET SOUTH 71 DEGREES 34 MINUTES 16 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 249.873 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF BARRINGTON ROAD, AS PER PLAT OF DEDICATION RECORDED JULY 11, 1982 AS DOCUMENT NO. 11114250), IN COOK COUNTY, ILLINOIS

EXHIBIT B

DESCRIPTION AND ESTIMATED CAPITAL COSTS

OF THE REDEVELOPMENT PROJECT

NOT LESS THAN \$2,650,000

- Site Improvements:
 - o Remove and reconstruct Parking Lot
 - o Install new landscape areas and plantings throughout site
 - o Install new site lighting, including on building and in parking lot
 - o Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
 - o Construct new code-compliant trash enclosure
 - o Reconstruct exterior walkways both on public and private property, including ADA accessibility
 - o Remove underground propane tank

- Exterior Building Improvements:
 - o Replace existing roof with new roof
 - o Replace existing and provide new HVAC units
 - o Repair overhead doors along rear of building
 - o Install reinforcing finish on brick exterior walls, including tuck pointing and reinforcing as necessary
 - o Install new façade along north and west elevations and follow Village design guidelines, materials to be approved by Village
 - o Replace rain gutters and integrate into site drainage system as approved by Village

- Interior Building Improvements: (vacant space only)
 - o Rehabilitate concrete floors
 - o Upgrade electrical service to meet current code
 - o Upgrade interior lighting to meet current code
 - o Upgrade fire sprinklers to meet current code
 - o Reconstruct restrooms to ADA Standards and to meet current code
 - o Reseal windows to meet current code
 - o Obtain a detailed asbestos report and Remove asbestos as necessary within building and roof

EXHIBIT C

REDEVELOPMENT PLAN

Irving Park Road Corridor Project Redevelopment Area
Tax Increment Financing District
Eligibility Study, Redevelopment Plan, and Project
Village of Hanover Park
June 6, 2005

As on File with the Village of Hanover Park

EXHIBIT D

TIF-FUNDED REDEVELOPMENT PROJECT COSTS ELIGIBLE FOR TIF FUNDS

| Element | Estimated Cost |
|--|----------------|
| TIF-Funded Redevelopment Project Costs | \$850,000 |

Site Improvements

- Remove and reconstruct Parking Lot
- Install new landscape areas and plantings throughout site
- Install new site lighting, including on building and in parking lot
- Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
- Construct new code-compliant trash enclosure
- Reconstruct exterior walkways both on public and private property, including ADA accessibility
- Remove underground propane tank

In substantial conformance with Site Improvement Plans prepared by Landmark Engineering Group, consisting of 2 pages and dated October 16, 2013.



"CALL JULIE BEFORE YOU DIG"
(800)892-0123 OR 811

GENERAL NOTES

- 1) LIGHT POLE AND FIXTURES TO BE AS SPECIFIED ON LIGHTING PLAN
- 2) PROPOSED ADA SIGN W/ POST AND CONCRETE INCASED BASE PER DETAIL. SEE DETAIL SHEET.
- 3) ADA SIGN TO BE FLUSH MOUNTED TO BUILDING FACE.
- 4) WALL PACK LIGHTING UNITS TO BE MOUNTED AT 16' FROM FINISH GRADE AND AS SPECIFIED ON LIGHTING PLAN.
- 5) WALKWAY LIGHTS UNITS TO BE MOUNTED AT 9' ABOVE GRADE AS SPECIFIED ON LIGHTING PLAN.
- 6) NORTH AMERICAN GREEN P550 TURF REINFORCEMENT MAT AT 6' X 12'. SEE DETAIL SHEET.
- 7) ADA STALLS TO BE CONSTRUCTED AND STRIPED PER DETAIL. SEE DETAIL SHEET.
- 8) 86-12 CURB AND GUTTER.
- 9) SPECIAL CURB AND GUTTER DETAIL TO ACCOMMODATE SLATED DRAIN PIPE. SEE DETAIL SHEET.
- 10) NEW DUMPSTER ENCLOSURE W/ GATES. SEE DETAIL SHEET.
- 11) ADA RAMP PER IL ADA STANDARDS AND DETAILS. SEE DETAIL SHEET.
- 12) CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES.
- 13) STEPS AND PLATFORM TO BE CONSTRUCTED BY HARBOR FREIGHT. SEE HARBOR FREIGHT TENANT BUILD-OUT PLANS.
- 14) P.C.C TO BE CONSTRUCTED BY HARBOR FREIGHT. SEE HARBOR FREIGHT TENANT BUILD-OUT PLANS.
- 15) BITUMINOUS AREA AROUND P.C.C TO BE CONSTRUCTED BY HARBOR FREIGHT. SEE HARBOR FREIGHT TENANT BUILD-OUT PLANS.

GENERAL CONSTRUCTION NOTES

1. ALL SITE WORK AND GRADING OPERATIONS WITHIN THE LIMITS OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION, AND ALL REVISIONS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. THE CONTRACTOR SHALL ALSO FOLLOW ALL STATE, COUNTY AND LOCAL JURISDICTIONAL ORDINANCES AND REQUIREMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OF ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF IDOT STANDARD TRAFFIC CONTROL AND PROTECTION DEVICES TO INFORM AND PROTECT THE PUBLIC, IN COMPLIANCE WITH IDOT STANDARD TRAFFIC CONTROL AND PROTECTION SPECIFICATIONS.
4. EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITH PUBLIC RIGHT OF WAY ARE SHOWN ON THE PLANS ACCORDING TO INFORMATION AVAILABLE IN THE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH NEW CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE OWNER SO THAT THE CONFLICT MAY BE RESOLVED.
5. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER AND MUNICIPALITY.
6. THE CONTRACTOR SHALL GUARANTEE HIS WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE AND SHALL BE HELD RESPONSIBLE FOR ANY DEFECTS IN MATERIAL ON WORKMANSHIP DURING THAT PERIOD.
7. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL MUNICIPAL REGULATIONS, CODES AND O.S.H.A. STANDARDS.
8. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING.
9. ALL DIMENSIONS AND RADII ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
10. TOTAL PROPERTY IS 8.57 ACRES.

Landmark
ENGINEERING GROUP
1400 N. MILWAUKEE AVENUE, SUITE 1
MILWAUKEE, IL 60602
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 194-00181

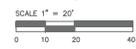
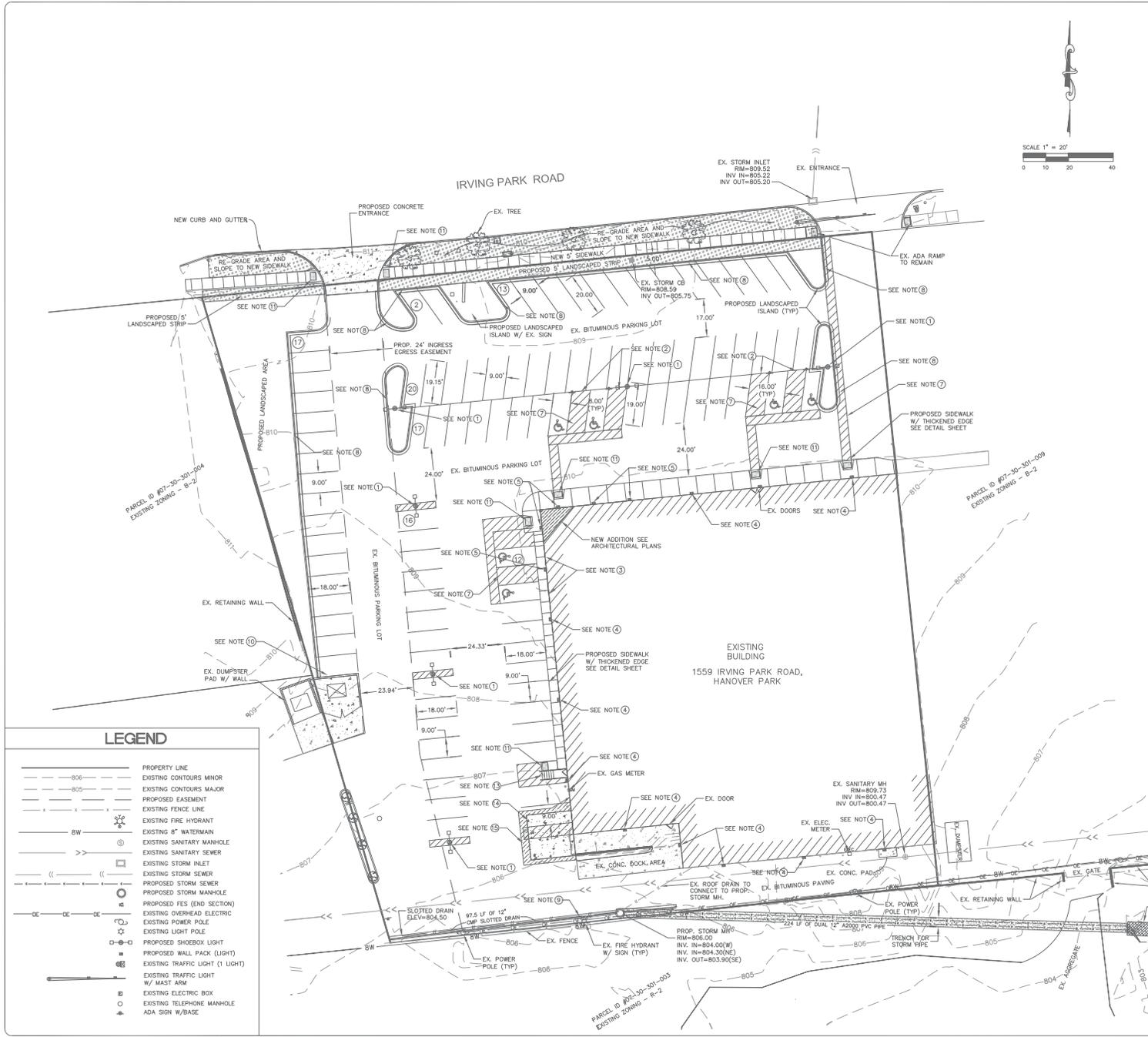


PROPOSED SITE PLAN
BRESLICH PROPERTY
HANOVER PARK, IL

DATE: 10/07/13
DRAWN BY: HLG
CHECKED BY: MRS

C4
SHEET 4 OF 12

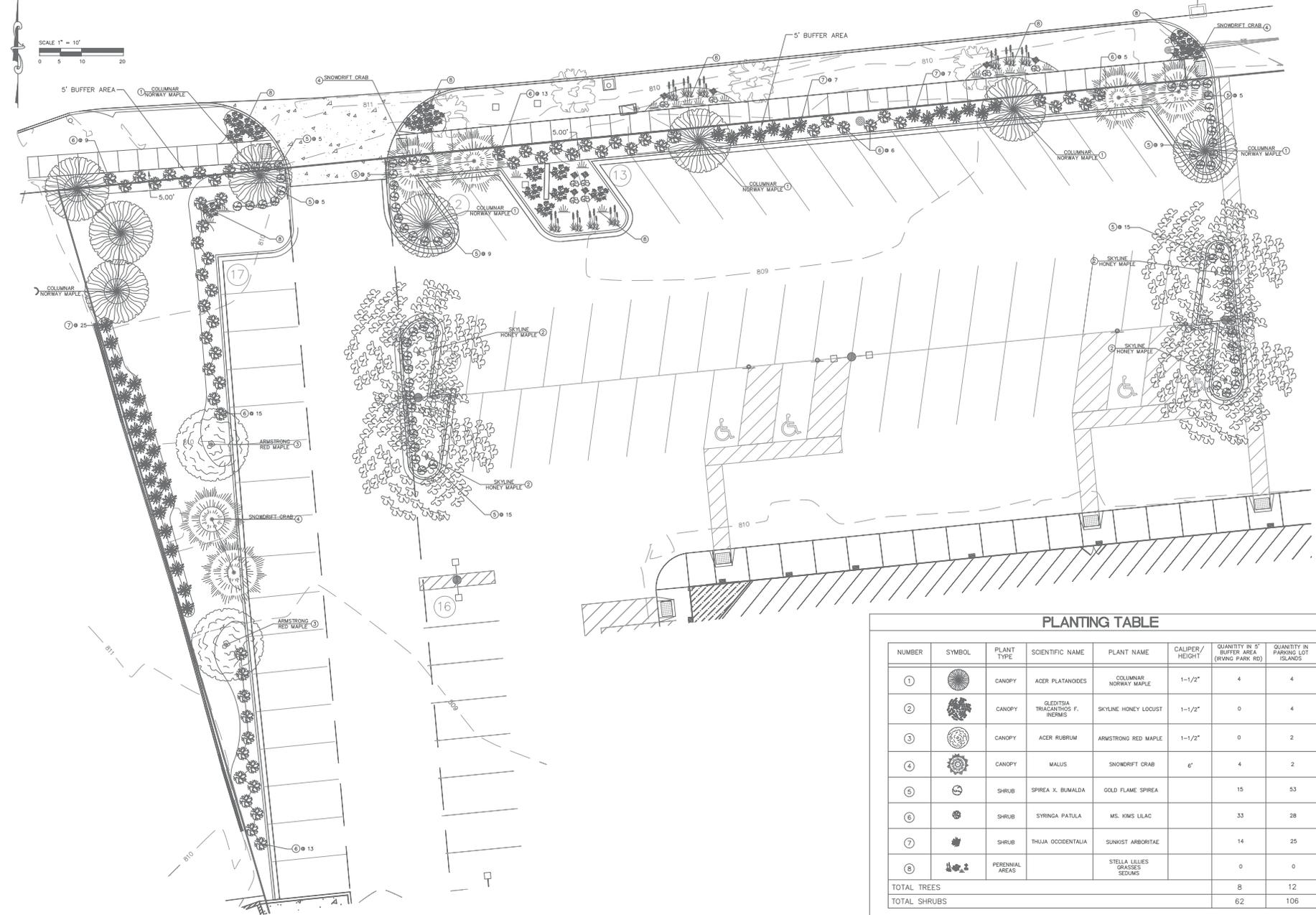
02-13-450



LEGEND

- 806 --- PROPERTY LINE
- 805 --- EXISTING CONTOURS MINOR
- 805 --- EXISTING CONTOURS MAJOR
- 805 --- PROPOSED EASEMENT
- - - - - EXISTING FENCE LINE
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING 8" WATERMAIN
- ⊕ EXISTING SANITARY MANHOLE
- ⊕ EXISTING SANITARY SEWER
- ⊕ EXISTING STORM INLET
- ⊕ EXISTING STORM SEWER
- ⊕ PROPOSED STORM SEWER
- ⊕ PROPOSED STORM MANHOLE
- ⊕ PROPOSED FES (END SECTION)
- ⊕ EXISTING OVERHEAD ELECTRIC
- ⊕ EXISTING POWER POLE
- ⊕ EXISTING LIGHT POLE
- ⊕ EXISTING SHOEBOX LIGHT
- ⊕ PROPOSED WALL PACK (LIGHT)
- ⊕ EXISTING TRAFFIC LIGHT (1 LIGHT)
- ⊕ EXISTING TRAFFIC LIGHT (2 LIGHT)
- ⊕ EXISTING TRAFFIC LIGHT W/ MAST ARM
- ⊕ EXISTING ELECTRIC BOX
- ⊕ EXISTING TELEPHONE MANHOLE
- ⊕ ADA SIGN W/BASE

"CALL JULIE BEFORE YOU DIG"
(800)892-0123 OR 811



PLANTING TABLE

| NUMBER | SYMBOL | PLANT TYPE | SCIENTIFIC NAME | PLANT NAME | CALIPER / HEIGHT | QUANTITY IN 5' BUFFER AREA (IRVING PARK RD) | QUANTITY IN PARKING LOT ISLANDS |
|--------------|--------|-----------------|-------------------------------|------------------------------|------------------|---|---------------------------------|
| 1 | | CANOPY | ACER PLATANOIDES | COLUMNAR NORWAY MAPLE | 1-1/2" | 4 | 4 |
| 2 | | CANOPY | QUERCUS TRICANTICA F. INERMIS | SKYLINE HONEY LOCUST | 1-1/2" | 0 | 4 |
| 3 | | CANOPY | ACER RUBRUM | ARMSTRONG RED MAPLE | 1-1/2" | 0 | 2 |
| 4 | | CANOPY | MALUS | SNOWDRIFT CRAB | 6' | 4 | 2 |
| 5 | | SHRUB | SPIREA X. BUMALDA | GOLD FLAME SPIREA | | 15 | 53 |
| 6 | | SHRUB | SYRINGA PATULA | MS. KIMS LILAC | | 33 | 28 |
| 7 | | SHRUB | THUJA OCCIDENTALIA | SUNKIST ARBORITAE | | 14 | 25 |
| 8 | | PERENNIAL AREAS | | STELLA LILIES GRASSES SEDUMS | | 0 | 0 |
| TOTAL TREES | | | | | | 8 | 12 |
| TOTAL SHRUBS | | | | | | 62 | 106 |

REVISIONS

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |
| | | |
| | | |
| | | |

Landmark
ENGINEERING GROUP
1000 N. MILWAUKEE AVENUE, SUITE 100
MILWAUKEE, IL 60608
CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 194-00191

LANDSCAPING PLAN
BRESLICH PROPERTY
HANOVER PARK, IL

DATE: 10/16/13
DRAWN BY: H.C.
CHECKED BY: MRS.

C9
SHEET 9 OF 12

02-13-450

EXHIBIT E

PERMITTED LIENS

One proposed first mortgage in an amount not to exceed \$3,000,000.00

EXHIBIT F

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

_____, 2013

Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60103

Ladies and Gentlemen:

We have acted as counsel to the Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest, and Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest, and to Richard L. Breslich and Jean G. Breslich (the "Developer"), in connection with the construction of certain facilities thereon located in the West Irving Park Road Corridor Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) a Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the Village of Hanover Park (the "Redevelopment Agreement");
- (b) the original or certified, conformed or photostatic copies of the Developer's (i) Trust Agreements, (ii) qualification to do business and certificates of good standing in Wisconsin and Illinois, and (iii) records of all Trust proceedings relating to the Project; and
- (c) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that with respect to the Developer:

1. The Developer consists of two intervivos Trust Agreements validly existing and valid under the laws of the State of Illinois, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business under the laws of Illinois.

2. Developer has full right, power and authority to execute and deliver the Agreement and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Trust Agreements or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

3. The execution and delivery of the Agreement and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. The Agreement has been duly executed and delivered by a duly authorized representative of Developer, the currently authorized and acting Trustee, and constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer or the two guarantors of the Redevelopment Agreement, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or the guarantors or affecting the Developer or its property or the guarantors, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer nor the guarantors are not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer, the guarantors, or its or their business.

6. To the best of our knowledge after diligent inquiry, there is no default by the Developer or the guarantors or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which it or its properties is bound.

7. To the best of our knowledge after diligent inquiry, the real estate on which the Project is located is free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Agreement.

8. The execution, delivery and performance of the Agreement by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, the Developer owns or possesses the property, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the Village of Hanover Park and its counsel and may not be disclosed to or relied upon by any other person.

Very truly yours,

EXHIBIT G

REQUEST FOR REIMBURSEMENT

The undersigned developer, _____, does hereby certify, swear and affirm under oath to the Village of Hanover Park as follows:

1. That since submission of the last request for reimbursement, if any, to the Village of Hanover Park, Illinois, (the "Village"), _____ has expended or has caused to be expended the sum of \$ _____ (the "Expenditures") on the following TIF FUNDED REDEVELOPMENT PROJECT COSTS eligible for reimbursement. Project Costs for work which has been completed by the contractor on Owner's Property / Harbor Freight (the Project) or in support of it through _____, 2013, as follows:

| ITEM NO. ITEM DESCRIPTION | QUANTITY AWARDED COMPLETED | UNIT PRICE | TOTAL |
|---------------------------------------|-------------------------------|---------------|-------|
| TOTAL VALUE OF WORK COMPLETED TO DATE | | \$ | |
| TOTAL TO BE RETAINED (usually 10%) | | \$ | |
| AMOUNT OF PREVIOUS PAYMENT | | \$ | |
| TOTAL AMOUNT DUE | | \$ | |

2. Total for which certification is sought:

3. That all of the Expenditures have been made in accordance with the Redevelopment Agreement, and the Law.

I certify that the above quantities and amounts are correct and are eligible for payment and:

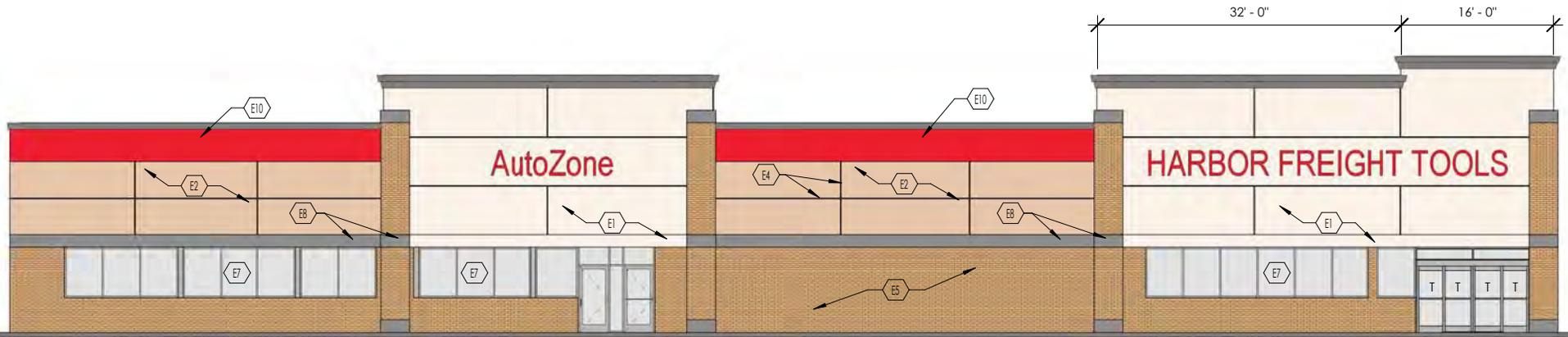
- a) the total amount of the expenditures represents the actual amount paid by the Developer with respect to the Redevelopment Project;
- b) each of the expenditures is a TIF-Funded Redevelopment Project Cost under the Act and this Agreement;
- c) the Developer approved all services, work and materials and/or costs with respect to the expenditure, and such services, work and materials and/or costs substantially conform to the requirements of the Redevelopment Plan, this Agreement and the Act.

I further certify that all funds expended or caused to be expended (the expenditures) as above described for project costs were solely private funds of Developer and no such funds had their origin directly or indirectly from government funds (federal, state or local grants or loans).

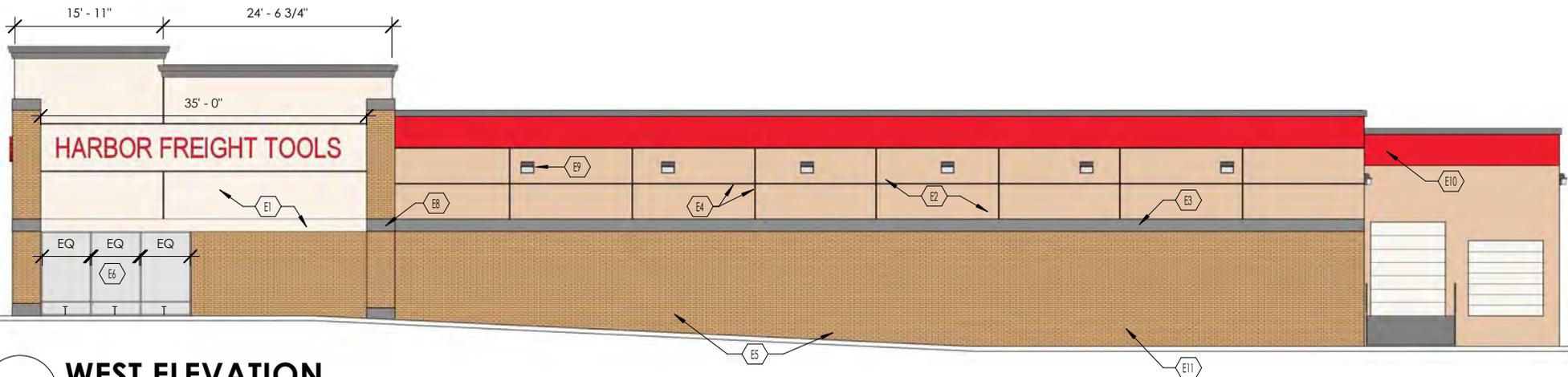
Subscribed and sworn to before me
this ____ day of _____, 2013.

Notary Public





1 NORTH ELEVATION
3/32" = 1'-0"



2 WEST ELEVATION
3/32" = 1'-0"

EXTERIOR ELEVATION KEYED NOTES

- E1 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 1
- E2 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 2
- E3 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 3
- E4 (EIFS) 1/4" ROUTED "V" JOINT, TYP.
- E5 THIN BRICK FINISH. STANDARD SIZE
- E6 ALUMINUM STOREFRONT WITH CLEAR GLAZING UNO.
- E7 EXISTING STOREFRONT TO REMAIN.
- E8 ARRIS TILE
- E9 LIGHT FIXTURE LOCATION. TIE TO LANDLORD PANEL.
- E10 PAINT EXTERIOR INSULATION FINISH SYSTEM (EIFS) TO MATCH AUTOZONE RED
- E11 PROVIDE ALTERNATE PRICING FOR EXTERIOR INSULATION FINISH SYSTEM (EIFS) ON THIS WALL

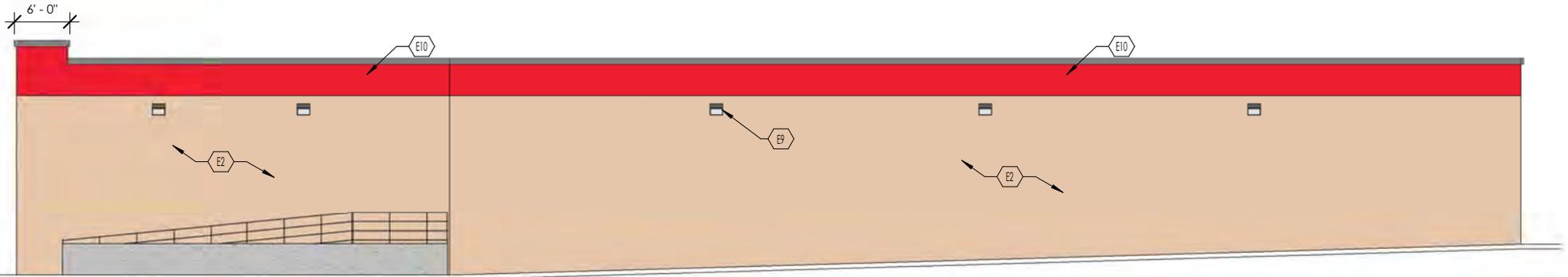
MATERIAL LEGEND

- EIFS: DRYVIT (OR APPROVED EQUAL)
COLOR 1: SADLEWOOD
COLOR 2: COTTON
COLOR 3: TO MATCH RENAISSANCE UNITS
- THIN BRICK: SIOUX THIN BRICK, STD SIZE
COLOR: CLEAR BUFF
- CULTURED STONE: ARRIS TILE RENAISSANCE UNITS
SMOOTH FACE, COLOR: LIMESTONE
7 5/8" x 23 5/8" x 3/4" (TO BE USED ON PIERS)
7 5/8" x 23 5/8" x 1 3/8" (TO BE USE ON HORIZONTAL
STONE BANDS ON NORTH FACADE)

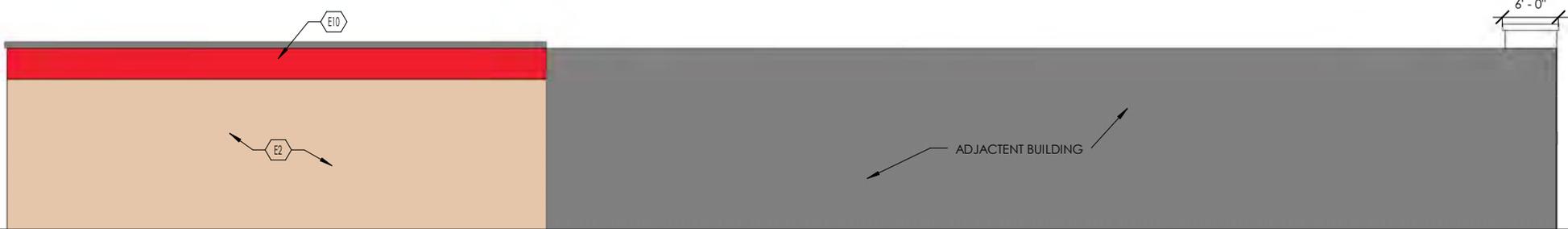
inter:work
architects
interwork architects incorporated
3200 sherman rd. northbrook, il 60062
t: 847.509.4070 f: 847.509.9604
www.interworkarchitects.com

ELEVATIONS

| | | | |
|----------------|--|--------------|--------------|
| PROJECT | IRVING PARK SHOPPING CENTER | SCALE | As indicated |
| ADDRESS | 1559 W. IRVING PARK RD HANOVER PARK, IL 60133 | AREA | |
| REV | | DATE | 8.20.2013 |
| PROJ NO | 1312.001.000 | SHEET | SK-1 |



1 SOUTH ELEVATION
3/32" = 1'-0"



2 EAST ELEVATION
3/32" = 1'-0"

EXTERIOR ELEVATION KEYED NOTES

- E1 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 1
- E2 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 2
- E3 EXTERIOR INSULATION FINISH SYSTEM (EIFS) COLOR 3
- E4 (EIFS) 1/4" ROUTED "V" JOINT, TYP.
- E5 THIN BRICK FINISH. STANDARD SIZE
- E6 ALUMINUM STOREFRONT WITH CLEAR GLAZING UNO.
- E7 EXISTING STOREFRONT TO REMAIN.
- E8 ARRIS TILE
- E9 LIGHT FIXTURE LOCATION. TIE TO LANDLORD PANEL.
- E10 PAINT EXTERIOR INSULATION FINISH SYSTEM (EIFS) TO MATCH AUTOZONE RED
- E11 PROVIDE ALTERNATE PRICING FOR EXTERIOR INSULATION FINISH SYSTEM (EIFS) ON THIS WALL

MATERIAL LEGEND

- EIFS: DRYVIT (OR APPROVED EQUAL)
COLOR 1: SADLEWOOD
COLOR 2: COTTON
COLOR 3: TO MATCH RENAISSANCE UNITS
- THIN BRICK: SIOUX THIN BRICK, STD SIZE
COLOR: CLEAR BUFF

- CULTURED STONE: ARRIS TILE RENAISSANCE UNITS
SMOOTH FACE, COLOR: LIMESTONE
7 5/8" x 23 5/8" x 3/4" (TO BE USED ON PIERS)
- 7 5/8" x 23 5/8" x 1 3/8" (TO BE USE ON HORIZONTAL
STONE BANDS ON NORTH FACADE)

inter:work
architects
interwork architects incorporated
3200 shermer rd. northbrook, il 60062
t: 847.509.4070 f: 847.509.9604
www.interworkarchitects.com

ELEVATIONS

| | | | |
|----------------|--|--------------|--------------|
| PROJECT | IRVING PARK SHOPPING CENTER | SCALE | As indicated |
| ADDRESS | 1559 W. IRVING PARK RD HANOVER PARK, IL 60133 | AREA | |
| REV | | DATE | 8.20.2013 |
| PROJ NO | 1312.001.000 | SHEET | SK-2 |

**PROPOSED TERM SHEET - Development Reimbursement for
TIF Eligible Redevelopment Project Costs**

Proposed 1559 Irving Park Road Redevelopment

Subject to verification that all developer's expenditures to be reimbursed by the TIF Increment are authorized by the TIF Act, and premised on the project not reasonably being anticipated to be developed or redeveloped without the hereafter financial assistance, the following represents the preliminary understanding of the Owner of the above real estate and the Village staff concerning terms to be included in a draft redevelopment agreement to be considered by the Village's corporate authorities.

1. **Timing**

The development is tentatively scheduled to begin on or before October 15, 2013 and conclude on or before December 15, 2013.

2. **Project Scope**

The project will include redevelopment of the property by the Owner in preparation of a new retail tenant who shall be obligated by a building lease agreement concerning a minimum term of 10 years, with new occupancy by said tenant of 15,000 square feet of the 25,000 square foot building. Work will address building, zoning, and other code deficiencies documented by Village, as well as agreed upon leasehold improvements for the new tenant. All improvements shall comply with current zoning, building, and sign ordinances and regulations. The project is depicted on Exhibit ____, with final design and scope subject to both the Village's discretionary approval as well as its final development and building permit approval. The Redevelopment will include Owner improvements to the following areas, as proposed by the Owner:

- Site Improvements:
 - o Remove and reconstruct Parking Lot
 - o Install new landscape areas and plantings throughout site
 - o Install new site lighting, including on building and in parking lot
 - o Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
 - o Construct new code-compliant trash enclosure
 - o Reconstruct exterior walkways both on public and private property, including ADA accessibility
 - o Remove underground propane tank and clean up as required
- Exterior Building Improvements:
 - o Replace existing roof with new roof
 - o Replace existing and provide new HVAC units
 - o Repair overhead doors along rear of building
 - o Install reinforcing finish on brick exterior walls, including tuck pointing and reinforcing as necessary

- Install new façade along north and west elevations and follow Village design guidelines, materials to be approved by Village
- Replace rain gutters and integrate into site drainage system as approved by Village
- Interior Building Improvements: (vacant space only)
 - Remove and Reconstruct concrete floors
 - Upgrade electrical service to meet current code
 - Upgrade interior lighting to meet current code
 - Upgrade fire sprinklers to meet current code
 - Reconstruct restrooms to ADA Standards and to meet current code
 - Reseal windows to meet current code
 - Obtain a detailed asbestos report and remove asbestos as necessary within building and roof

3. **Project Costs**

Owner's Project Costs will include at a minimum the following:

| | |
|--------------------------|--------------------|
| - Site Improvements: | \$850,000 |
| - Building Improvements: | <u>\$1,800,000</u> |
| Total | \$2,650,000 |

To be eligible for reimbursement for the TIF Improvements to be specified in the agreement, Project Costs must equal or exceed the above amounts and be certified by the Village in accordance with the provisions of the Agreement. The procedures to obtain Village Certificate of Eligibility for the Owner's Costs in order to be reimbursed by a portion of the TIF Increment will be described in the Agreement. Owner shall be responsible to complete all of Owner's Improvements, including the TIF funded portion of the improvements, and to complete the construction of all items referenced in the Village approved Plans, without regard to whether the actual cost of the same exceeds the amounts set forth herein or in any subsequent agreement between the parties.

4. **Sources of Revenues**

There are two primary sources of revenue to be derived from the improvement of the property. These terms are premised on the property being used for retail sales including, in particular, the retail sales of the Tenant for the full term of the lease for the additional 15,000 square feet of space. There are new sales tax revenues expected to be generated from the property, and also tax increment financing revenues generated from the property over and above the higher assessment of (i) the 2012 Tax Assessment Year or (ii) the assessment of the property as frozen upon the previous certification by the County Clerk. These revenues are not currently being generated or received by the Village, as the new tenant space is vacant.

5. **Public Expenses**

The public expenses for the project include sharing of a portion of the 1% municipal sales tax with the owner from the new tenant space, and also reimbursing developer from a portion of the incremental property tax generated from the property by the owner's

project. These public expenses will be utilized to assist the owner through a reimbursement system following owner's expenditures and construction of the required improvements in order to financially assist owner for a portion of owner's TIF-eligible improvement costs. Total incentives offered by the Village will not exceed 37 percent (37%) of the total owner's site improvement and building improvement costs and shall not exceed the following:

- Incremental Property Tax: A maximum of \$690,000 based on no more than
 - o 50% of incremental property tax deposited into a TIF #4 fund generated solely from the property for the remaining life of the TIF (up to 15 years)
 - o To be paid annually, but only from available funds after Village's receipt of said funds and proof of owner's payment of second installment of property taxes.
 - o Village's obligation to pay from the 50% TIF increment generated by the property will be subject, however, to amounts first owed to Menard's under a previous TIF Agreement between Village and Menard's, a copy of which owner has examined, and also subject to any claimed refunds or returns of TIF incremental taxes to Cook County claimed or deducted from any TIF allocation by the County of Cook.

- Sales Tax:
 - o 40% of Village's 1% municipal sales tax payable from sales derived from retail sales at the new leased business for up to 10 years (but not to exceed \$264,000 in the aggregate)
 - o To be paid semi-annually or annually based upon receipt concerning the new tenant's sales from quarterly sales tax report from the State of Illinois.

- **Total: TIF and Sales Tax Reimbursement up to \$954,000**



Village of Hanover Park

AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Katie Bowman, Village Planner

SUBJECT: Redevelopment of 1557-1559 Irving Park Road

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: September 5, 2013 – Board Workshop

Executive Summary

Review of proposed terms for a Redevelopment Agreement for the redevelopment of the property at 1557-1559 Irving Park Road.

Background

On June 6, 2013, the Village Board approved an Administrative Policy for Economic Development Incentives (Exhibit 3). In order to improve the Village's economic base, the Village Board may offer economic development incentives for business and property development. While incentives are not the only tool in the economic development toolbox, they are an important part of many business discussions. As resources are limited, economic incentives are discussed with potential businesses and developers in a strategic manner. A general process for reviewing economic development incentives, as well as criteria against which to measure requests for incentives, were set in this policy.

The property at 1557-1559 Irving Park Road has been identified as a property of strategic importance at the intersection of Irving Park and Barrington Roads. The property is located within the Village's TIF #4, which was formed in order to encourage the improvement and redevelopment of the area to the east of Irving Park and Barrington Roads. The 2010 Comprehensive Plan and 2012 Irving Park Corridor Study emphasize the importance of this area and provide guidelines for physical and commercial improvements. See Exhibit 2 for more information about the property.

The 25,000 square foot property currently includes a 10,000 square foot Auto Zone store and a 15,000 square foot space formerly occupied by a True Value store. The property has been more than 50% vacant for some time and is in need of exterior and interior improvements. Interior and exterior infrastructure does not meet current Building Codes and exterior parking, landscaping, façade, and lighting do not meet the requirements of the Zoning Code. Redevelopment of the property is needed to meet Village goals to improve the Irving Park Road Corridor and attract more retailers and shoppers.

Over the past several years, Staff has been in communication with the leasing agent and owners of the property at 1557-1559 Irving Park, encouraging the tenancing and redevelopment of this property. They have shared information about the TIF in which the property is located and the Village's policy on economic development incentives. Based upon this guidance, the property owner submitted a proposal for redevelopment of the property and request for TIF assistance. This proposal included a complete gap analysis that outlined costs of proposed improvements, projected revenues from project, and requested economic incentives to assist in filling the 'gap' between the costs and revenues.

In keeping with Village policy, Staff acquired the services of Kane McKenna Associates, to analyze the economic incentive request. As TIF consultant for the Village, Kane McKenna evaluated the economic gap for the proposed development, projected revenues to be generated by the project, and estimated the amount of public assistance that could be provided. This analysis verified that there is a significant economic funding gap and that 'but for' some type of outside assistance, the project would not be feasible. Such gap is due to, among other things, a high cost of required repairs and low projected income to the owner due to the depressed commercial real estate market. It was projected that increased public revenues in the form of incremental property taxes and sales taxes would be created by the project. These revenues could be utilized to provide assistance on a 'pay-as-you-go' basis in which agreed-upon TIF eligible costs are reimbursed over time as the project's public revenues are generated.

Based upon this analysis, Staff then began discussion with the applicant regarding proposed terms of a redevelopment agreement. Following several discussions, basic terms for a redevelopment agreement have been reached and are here proposed for review by the Village Board.

Discussion

Analysis of the proposed redevelopment shows that it will meet the economic development goals of the Village, bringing economic benefits, improving the aesthetic and physical quality of the property, and improving the Irving Park Road Corridor. It will also meet the guidelines outlined in the Village's Administrative Policy on Economic Development Incentives, providing a return on investment, showing a need for assistance, and creating long-term improvements.

As such, Staff recommends that economic incentives be given in order to assist in the feasibility of the project. Such incentives will be given on a 'pay-as-you-go' basis, in which the owner is reimbursed for agreed-upon TIF eligible expenses as TIF and tax revenues are generated. By this arrangement, no municipal funds will be given up-front and the owner will be reimbursed only from revenues that the project generates.

Key elements of the project will include: (See Exhibit 1 for further detail)

Scope: Site Improvements, such as new parking, landscaping, and storm drainage
 Exterior Building Improvements, such as a new façade, roofing, and HVAC
 Interior Building Improvements, in order to meet current building codes

| | | | |
|---------------|-------------------------------|--------------------|--------------------------|
| Costs: | Site Improvements: | \$ 850,000 | |
| | Building Improvements: | <u>\$1,800,000</u> | |
| | Total: | \$2,650,000 | |
| Project | Incremental Property Tax: | \$1,383,044 | |
| Revenues: | Local Sales Tax (1%): | \$1,098,169 | |
| (15 years) | Home Rule Sales Tax (0.75%): | <u>\$ 823,627</u> | |
| | Total: | \$3,304,840 | |
| Proposed | 50% Incremental Property Tax: | \$ 690,000 | (15 years) |
| Incentive: | 40% Local Sales Tax: | <u>\$ 264,000</u> | (10 years) |
| | Total: | \$ 954,000 | (36% construction costs) |
| Projected Net | 100% Home Rule Sales Tax: | \$ 823,627 | (15 years) |
| Village | 60% Local Sales Tax (1%): | \$ 447,838 | (10 years) |
| Revenues: | 100% Local Sales Tax: | <u>\$ 386,331</u> | (5 final years) |
| | Total: | \$1,657,796 | (15 years) |

As proposed, the project will provide a number of community and economic benefits that are not currently available at the property. These benefits include:

- Direct Economic Benefit to Village during life of TIF (15 years): \$1,657,796
 - \$60,000 yearly in first year, \$140,000 yearly in last (2029)
- Return on Investment: 174%
- Increased property tax increment received yearly following end of TIF: \$1,522 first year
- Improved property tax base and revenue base of Village
- Increased economic viability and competitiveness of Village with surrounding communities
- Attraction of additional businesses and development to Village
- Provision of additional goods and services to Hanover Park residents
- Occupancy of a vacant retail space, reinforcing the confidence and rental/sale rates of properties within the area
- Long-term improvement of aesthetic and structural quality of building
- Correction of environmental and engineering problems onsite
- Improvement of appearance of site along the strategically important corridor
- Availability of a model project to spur additional redevelopment in the area

The proposed project and incentive are found to meet the evaluation criteria outlined in the Village's policy on economic development incentives, specifically:

- That there is a demonstrable quantitative and qualitative return on the Village's investment to be realized during a reasonable period of time after granting of the incentive (such as through projected TIF, sales tax, or other revenues).
- That the Village's participation in the incentive agreement is necessary to assure the feasibility of the business to expand or develop within Hanover Park (a.k.a. – 'but for' clause or financing gap).
- That the business concept and operations are sustainable in the long-term and be able to operate without assistance following the conclusion of the incentive.

Recommendation

Direct Staff to draft a Redevelopment Agreement for redevelopment of the property at 1557-1559 Irving Park Road with terms as outlined in Exhibit 1.

Attachments:

Exhibit 1 – Proposed Term Sheet

Exhibit 2 – Map of Property

Exhibit 3 – Administrative Policy for Economic Development Incentives



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
David Webb, Chief of Police

SUBJECT: An Ordinance Modifying Section 18-92, Amendment to 2003 Edition of the International Property Maintenance Code, of Chapter 18 of the Municipal Code, being a Balcony Ordinance, Section 302.12

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

The Village Board is requested to discuss amending the Village of Hanover Park Ordinance # 18-92, the 2003 Edition of the International Property Maintenance Code Section 302, thereby adding an additional subsection to the Municipal Code, being 302.12, regarding exterior balcony storage.

Discussion

The Hanover Park Police Department was tasked with researching the feasibility of amending the Village of Hanover Park Ordinance # 18-92, the 2003 Edition of the International Property Maintenance Code Section 302, by adding an additional section related to the use of an exterior balcony for the placement or storage of items. Balconies at numerous residences within the Village are cluttered with items and appear to be used as storage areas by the owners/lessees, or for use of the balcony for something other than what it was designed for. It was determined that the ordinance would restrict all exterior balconies to the following items: furniture made specifically for outdoor use, decorative plants (whether real or artificial), and no more than two grills. Additionally, no items at any time are permitted to hang over the floor or railing of the balcony or any appurtenant structure or attachment to the balcony with the exception of holiday lights in compliance with the existing Village ordinance. The communities of Highwood, Hoffman Estates, and Orland Park have similar ordinances that have assisted in the enforcement of items that can be placed on an exterior balcony in those communities.

Enforcement of this ordinance will be the responsibility of the Code Enforcement Unit. Upon Board approval of the ordinance the Code Enforcement Unit will initially send a letter to the landlords, of all the multi-unit rental residential owners and homeowners associations, advising them of the new ordinance. The Code Enforcement Unit will issue a door hanger to the occupant of the unit in violation as well as an abatement notice to the landlord advising them of the violation and the time frame to bring the violation into

Agreement Name: _____

Executed By: _____ Regular Meeting 10/24/13

compliance. If upon re-inspection, the violation is not in compliance, a P-ticket will be issued. If upon a 2nd re-inspection, the violation is still not in compliance, then the landlord will be issued a local ordinance violation and will be required to appear in housing court.

This item was previously discussed at Board Workshops on August 1, and October 3, 2013. Direction was given by the Board for this to be “owner responsibility” and to include staff’s recommendation on listing the items to be allowed on balconies in the ordinance.

Recommended Action

Motion to approve amendment to the Village of Hanover Park Ordinance # 18-92, 2003 Edition of the International Property Maintenance Code Section 302, thereby adding Section 302.12 related to exterior balcony storage.

Attachments: Amended Ordinance

| | | | |
|-------------------------|------------------------------|-----------------------------|-----|
| Budgeted Item: | <input type="checkbox"/> Yes | <input type="checkbox"/> No | N/A |
| Budgeted Amount: | | | |
| Actual Cost: | | | |
| Account Number: | | | |

ORDINANCE NO. O-13-

AN ORDINANCE MODIFYING SECTION 18-92, AMENDMENTS TO THE 2003 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, OF CHAPTER 18 OF THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Hanover Park find that it is necessary to amend its Property Maintenance Code regulations by prohibiting certain personal property located on balconies and increasing the penalties for maintenance code violations; and

WHEREAS, the Village of Hanover Park is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois and may exercise and perform any function pertaining to its government and affairs including adoption of this Ordinance; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That Section 18-92 of Chapter 18 of the Municipal Code of Hanover Park, as amended, be amended by adding a new (j-1) in its alphabetically appropriate place to said Section, and increasing the penalties in (c) and the penalty in (p) found in said Section, all to read as follows:

Sec. 18-92. Amendments.

* * * * *

- (c) *Section 106.4* is amended by adding the following:
Any person, firm, or corporation, who shall violate any provision of this Code shall, upon conviction thereof be subject to a fine of not less than \$75.00 nor more than \$750.

* * * * *

- (j-1) *Section 302.12* is added to read as follows:
Balconies. It shall be unlawful for the owner, lessee, and/or occupant of any premises to permit or use any exterior balcony for the placement or storage of any items except furniture made specifically for outdoor use, decorative plants (whether real or artificial), **and no more than two grills**, provided any of the foregoing are not otherwise prohibited elsewhere in the ordinances, codes, or regulations of the Village. Further, clothing, laundry, or textiles (except a textile designed for outdoor use as an original

part of the outdoor furniture) are prohibited on any exterior balcony. Additionally, no items at any time are permitted to hang over the floor or railing of the balcony or any appurtenant structure or attachment to the balcony with the exception of holiday lights in compliance with the existing Village ordinance. There shall be a rebuttable presumption that the owner of the real estate shall be liable under this provision.

* * * * *

(p) *Alternative penalty:*

- (1) Any person pursuant to the issuance of a compliance ticket which is accused of a violation of any section of this Code may settle and compromise that ticket by paying to the village a fee of \$30.00 within ten days from the date such alleged violation was committed or by paying to the village the sum of \$50.00 subsequent to said ten-day period prior to such person being issued a notice to appear or complaint.
- (2) The issuance of a compliance ticket shall be as a courtesy in lieu of instituting a prosecution for the alleged offense. If the person accused of the violation does not settle the claim a notice to appear or complaint will be issued for that violation and that person shall be subject to the general penalties set forth in this Section 18-92 (c).

* * * * *

SECTION 2: That each section, paragraph, sentence, 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 the part affected by such decision.

SECTION 3: That except as to the amendments heretofore mentioned, all chapters, sections, subsections, and paragraphs of the Municipal Code of Hanover Park shall remain in full force and effect.

SECTION 4: That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____

Rodney S. Craig
Village President

ATTESTED, filed in my office, and published in pamphlet form this _____ day of _____, 2013.

Eira Corral, Village Clerk


Village of Hanover Park
AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
David Webb, Chief of Police

SUBJECT: An Ordinance Amending The Hanover Park Municipal Code, Section 54-133 Through 54-135 of Article V.- Plants and Weeds

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

The Village Board is requested to discuss amending the Village of Hanover Park Municipal Code, Section 54-133 through 54-135 of Article V - Plants and Weeds.

Discussion

The Hanover Park Municipal Code currently stipulates that the Community Development Director is responsible for the abatement of all plants and weeds within the Village. The Police Department's Code Enforcement Division has the responsibility of enforcement of all residential plant and weed abatement cases, and continues to investigate and abate all residential plant and weed cases in residential areas to this date. The Police Department began investigating plant and weed abatement cases on commercial properties within the Village, which was formerly the responsibility of the Community Development Department. The Police Department's Code Enforcement Division is now responsible for investigating both residential and commercial plant and weed abatement cases. The Village Board is requested to amend the plant and weed ordinance sections 54-133 and 54-134 of the Municipal Code to indicate that all plant and weed abatement enforcement is the responsibility of the Code Enforcement Division of the Police Department. The section pertaining to Section 54-135 has been amended to reflect that the Finance Director is responsible for filing a notice of lien within 1-year after the expense is incurred with the recorder in the county in which the property is located.

This item was previously discussed at the Board Workshop on October 3, 2013. The Board directed it be placed on the October 24, 2013 agenda for approval.

Recommended Action

Motion to approve an amendment to the Plant and Weed abatement Ordinance, Section 54-133 through 54-135, of the Hanover Park Municipal Code.

Attachments: Amended Ordinance

Agreement Name: _____

Executed By: _____

Budgeted Item: ___ Yes ___ No N/A

Budgeted Amount:

Actual Cost:

Account Number: Regular Meeting 10/24/13

ORDINANCE NO. O-13-**AN ORDINANCE AMENDING SECTIONS 54-133 THROUGH 54-135 OF ARTICLE V. - PLANTS AND WEEDS, OF CHAPTER 54 OF THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK, ILLINOIS**

WHEREAS, the Village of Hanover Park is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois and may exercise and perform any function pertaining to its government and affairs including adoption of this Ordinance; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That Sections 54-133 through 54-135 of Chapter 54 of the Municipal Code of Hanover Park, as amended, be amended to read as follows:

* * * * *

Sec. 54-133. Notice to abate.

The code enforcement supervisor or designee shall cause notice to be personally served on or sent by regular mail to the person to whom was sent the tax bill for the general taxes on the property for the last preceding year advising that the property is in violation of Section 54-132 and demanding abatement of that nuisance within seven days after the serving or mailing of that notice.

Sec. 54-134. Abatement.

If after notice the nuisance is not abated, the code enforcement supervisor or designee may proceed to abate such nuisance, keeping an account of the expense of the abatement. The owner of the property shall be liable for all expenses, including interest at a rate of ten percent per year. All vacant lots or open land shall be graded and maintained free of brush, rocks or debris, so that the property can be mowed and the expense shall be included as part of the cost of cutting.

Sec. 54-135. Lien for abatement expenses.

(a) All expenses of the removal cost activity for weed cutting including interest shall be a lien on the property. A notice shall be personally served on, or sent by certified mail to the person to whom was sent the tax bill for the general taxes on the property for the last preceding year of the expenses that are due and if not paid will become a lien on the property.

(b) If the expenses are not paid, the finance director or designee may file a notice of lien within one (1) year after the expense is incurred with the recorder in the county in which the property is located. If, for any one parcel, the village engaged in any removal activity on more than one occasion, all of the costs of each of those activities may be combined into a single notice of lien.

* * * * *

SECTION 2: That each section, paragraph, sentence, 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 the part affected by such decision.

SECTION 3: That except as to the amendments heretofore mentioned, all chapters, sections, subsections, and paragraphs of the Municipal Code of Hanover Park shall remain in full force and effect.

SECTION 4: That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____

Rodney S. Craig
Village President

ATTESTED, filed in my office, and published in pamphlet form this _____ day of _____, 2013.

Eira Corral, Village Clerk



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: Resolution supporting the retrofit of existing DOT-111 rail tank cars that transport packing groups I and II HAZMAT before the pipelines and hazardous materials safety administration in Docket No. PHMSA-2012-0082 (HM-251)

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

Move to pass a Resolution supporting the retrofit of existing DOT-111 rail tank cars that transport packing groups I and II HAZMAT before the pipelines and hazardous materials safety administration in Docket No. PHMSA-2012-0082 (HM-251).

Discussion

The Village has received the attached information from the Metropolitan Mayors Caucus on behalf of Mayor Karen Darch of Barrington and Mayor Tom Weisner of Aurora requesting that the Village Board consider passing a Resolution in support of the retrofit of existing DOT-111 rail tank cars that transport packing groups I and II HAZMAT before the pipelines and hazardous materials safety administration in Docket No. PHMSA-2012-0082 (HM-251).

The Village of Hanover Park has two freight lines that run through town, one North of Army Trail and one parallel to Lake Street, which both carry multiple freight trains per day.

The 2012 petition to PHMSA (Pipelines and Hazardous Materials Safety Administration) requested that federal regulators mandate a retrofit program for the existing fleet of DOT-111 tank cars, and that real time electronic train consist information be provided to local emergency responders in the event of a rail accident.

Public comments are being accepted on the proposed rules until November 5, 2013. Public comment is best provided in the form of a Resolution sent to PHMSA (sample attached).

Agreement Name: _____

Executed By: _____ Regular Meeting 10/24/13

This item was discussed at the Board Workshop of October 3, 2013, and the Board directed it be placed on the October 24 Board agenda for approval.

Recommended Action

Motion to pass a Resolution supporting the retrofit of existing DOT-111 rail tank cars that transport packing groups I and II HAZMAT before the pipelines and hazardous materials safety administration in Docket No. PHMSA-2012-0082 (HM-251).

Attachments: Resolution
 Union Pacific Letter dated August 5, 2013
 Village of Barrington Letter dated September 24, 2013
 TRAC Memo dated September 20, 2013

Budgeted Item: ___ Yes ___ No N/A
Budgeted Amount:
Actual Cost:
Account Number:

RESOLUTION NO. R-13-

**RESOLUTION SUPPORTING THE RETROFIT OF EXISTING DOT-111
RAIL TANK CARS THAT TRANSPORT PACKING GROUPS I AND II
HAZMAT BEFORE THE PIPELINES AND HAZARDOUS MATERIALS
SAFETY ADMINISTRATION IN DOCKET NO. PHMSA-2012-0082 (HM-
251)**

WHEREAS, rail freight operations impact thousands of villages, towns, cities and counties across all regions of the United States of America; and

WHEREAS, safe rail operations are of critical interest to local units of government based on (1) the need to prevent catastrophic accidents like the one that occurred in Lac-Megantic, Canada in July 2013; and (2) the responsibility local governments have to provide emergency response units to manage the impact of rail accidents and derailments in communities across the country; and (3) significant costs associated with clean-up, environmental remediation, medical expenses, other personal injury damages or wrongful death claims for community residents that have the potential to surpass the rail industry's ability to pay for them; and

WHEREAS, ethanol and crude oil are a large and exponentially growing segment of hazardous materials being shipped across the nation via freight rail, which will continue to be a preferred transport mode of choice for this hazmat; and

WHEREAS, since 1991, it has been known to industry and federal regulators that there are safety-related defects in the DOT-111 tank car that serves as the primary tank car used in the shipping of these hazardous flammable materials via freight rail; and

WHEREAS, the federal Pipelines and Hazardous Materials Safety Administration (PHMSA) regulates the safe transport of hazardous materials by railroads in the United States; and

WHEREAS, the business decisions of railroad companies and hazardous material shippers impact the safety, environment, and emergency response system in the communities in which the freight railroads traverse, but state and local governments have no ability to regulate railroad operations; and

WHEREAS, industry has failed to act in the last two decades to correct the known defects in DOT-111 tank cars, and waited until 2011 to seek government approval to upgrade safety standards for newly manufactured DOT-111 tank cars; and

WHEREAS, a tank car expert from the National Transportation Safety Board testified in 2012 that a retrofit of existing tank cars is necessary because co-mingling existing unsafe DOT-111 tank cars with newly manufactured ones "does nothing to improve the safety in an accident"; and

WHEREAS, the petition for rulemaking submitted to PHMSA on April 3, 2012 by Barrington, Illinois and the Illinois TRAC Coalition reflects the point of view of local governments, which is supported by recommendations of the National Transportation Safety Board, that changes are needed in federal regulations and/or law to better protect public safety relative to

DOT-111 tank car safety and train consist dissemination; and

WHEREAS, the April 3, 2012 petition provides a compelling rationale for making long overdue changes in safe rail operations vis-a-vis retrofitting existing DOT-111 tank cars; and

WHEREAS, the April 3, 2012 petition demonstrates that the cost of a DOT-111 tank car fleet retrofit for existing cars would be of nominal expense over the remaining average thirty-year lifespan for the existing fleet, and

WHEREAS, PHMSA issued on September 6, 2013 (78 Federal Register 54849-54861) an Advance Notice of Rulemaking seeking by November 5, 2013 the input from local and state governments on the issue of retrofitting the DOT-111 tank car; now, therefore,

BE IT RESOLVED by the President and Board of Trustees of the Village of Hanover Park, DuPage and Cook Counties, Illinois, as follows:

Section 1: The President and Board of Trustees of the Village of Hanover Park, Illinois, support the April 3, 2012 petition of Barrington, Illinois and the Illinois TRAC Coalition seeking new regulations to retrofit existing DOT-111 tank cars used to transport Groups I and II Packing Materials.

Section 2: This adopted Resolution shall be sent to the Pipelines and Hazardous Materials Safety Administration in Docket No. PHMSA-2012-0082 (HM-251) urging expeditious action on the joint Barrington and Illinois TRAC Coalition April 3, 2012 Petition No. P-1587.

ADOPTED this day of , 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____

Rodney S. Craig
Village President

Attest: _____

Eira Corral, Village Clerk

UNION PACIFIC CORPORATION
1400 Douglas Street, 19th Floor
Omaha, Nebraska 68179

Jack Koraleski President and CEO

P 402 544 6400
F 402 501 2120
jackkoraleski@up.com

August 5, 2013

Village President Karen Darch
Village of Barrington
206 South Hough
Barrington, IL 60010

Dear Village President Darch,

First and foremost, Union Pacific Railroad (UP) is proud to operate in the Village of Barrington and we appreciate the strong partnership we have developed. UP shares your commitment to rail safety and efforts to promote the safe and secure transportation of passengers and freight on the lines in your community. In light of your recent editorial in the Wall Street Journal, I would like to take the opportunity to provide you some information and perspective from a Class I Railroad, specifically UP's role and practices in the transportation of ethanol, crude oil and other hazardous materials on our trains.

In regards to rail tank cars, the railroad's primary role is to transport our customers' products using their tank cars. The predominant industry business practice is that the individual customer owns the tank car, or a leasing company owns the car and leases it to the customer. It is important to note that the vast majority of rail car leasing companies are headquartered and operate in the Chicagoland region. For example, GATX, GE Transportation, First Union Railcar and Union Tank Company are all headquartered within the City of Chicago or Cook County. These companies own billions of dollars in railroad tank car assets. Although the article focused on the railroads, we wanted to point out this important clarification as you continue your discussion on tank car safety improvements.

All of that said, UP and the entire rail industry work closely with tank car owners and manufacturers. The U.S. Department of Transportation (DOT), Transport Canada (TC) and the Association of American Railroads (AAR)-North American Tank Car Committee issue tank car regulations and standards. DOT and TC issue federal regulations, while the AAR-North American Tank Car Committee sets industry standards. The Tank Car Committee's standards exceed the federal requirements and DOT-111 tank cars for crude oil and ethanol ordered after October 2011 meet these Committee standards. Nearly 25 percent of the tank cars used to move crude today were built to the higher specifications spelled out by the Tank Car Committee – and that number will continue to grow. Also, regarding the retrofit estimate of \$15,000 used in the Wall Street Journal editorial, industry experts have indicated that the cost is probably closer to four times that amount.

Through UP's emergency preparedness efforts and technological advances, we have taken extensive measures as a railroad and industry to increase the safe and efficient transporting of passenger and freight cars. As you may already know, a Class I freight railroad, such as UP, is

obligated to transport the products that our customers contract us to carry. As a common carrier, we transport all materials (hazardous or otherwise) in accordance with federal law, industry standards, and other operating rules to safely and efficiently move freight. Pursuant to federal law, transporters of oil (both non-hazardous and hazardous) are required to have a written emergency response plan. Union Pacific developed its Hazardous Material Emergency Response Plan (HMERP) to meet this requirement. UP also has an established Hazmat Team to respond to and manage incidents involving the release, or potential release, of "oils" during an incident.

To support these safety efforts, UP offers local communities the opportunity to participate in our extensive training and preparedness programs involving specialized safety training for rail personnel, as well as local first responders. In a typical year our training reaches about 10,000 people across our 23-state network. In fact, we recently conducted tank car training at our Proviso Yard on April 23 and participated in a multi-agency drill in Rochelle on May 8, 2013.

In 2012, railroads set new overall safety records, continuing a string of safety achievements reaching back decades. Although UP does not currently transport crude oil through Barrington, there are positive statistics provided by the AAR that demonstrate a tremendous safety record in moving hazmat, including crude oil. For example, an astounding 99.9977 percent of all rail hazmat shipments reach their destination without a release caused by train accident. Lastly, rail hazmat train accident rates have declined by 91 percent since 1980. These solid numbers demonstrate our industry's efforts in applying safety practices, policies and technology to make it one of the safest and most efficient forms of transportation.

Again, UP is committed to working with you and the Village of Barrington to provide a safe and sound rail operation. We want to continue our partnership on rail safety measures and enforcement. Thank you for your efforts to support the enhancement of safe practices. Please feel free to contact me if you have any questions.

Sincerely,





BARRINGTON

September 24, 2013

Mr. Jack Koraleski
 President & CEO
 Union Pacific Corporation
 1400 Douglas Street, 19th Floor
 Omaha, NE 68179

Via email: jackkoraleski@up.com

Dear Mr. Koraleski,

Thank you for your letter of August 5 providing the Class I railroad perspective on the shipment by rail of flammable hazmat like crude oil and ethanol. While I had not intended to reply to it, current circumstances indicate that a further explanation of our April 2012 PHMSA petition are in order. However, before I outline our perspective on the matter, I would like to state that we, in the Village of Barrington and the greater Chicago region, appreciate the great support Union Pacific has provided to our communities during our long history of working together. I have very much enjoyed working with your many representatives in the area including Wes Lujan, and his predecessor, Tom Zappler.

The 2012 petition to PHMSA requested that federal regulators mandate a retrofit program for the existing fleet of DOT-111 tank cars, and that real time electronic train consist information be provided to local emergency responders in the event of a rail accident. On August 28, I offered testimony (attached) before the Federal Rail Administration and PHMSA in Washington, D.C. at a public meeting on rail safety. As explained in my commentary, in light of the horrific tragedy in Lac Mégantic, Quebec this summer that killed 47 people and caused hundreds of millions in ensuing damages, it is well past time for the entire rail industry – tank car manufacturers and lessors, shippers and the railroads – to address the “Ford Pinto like” DOT- 111 tank cars. It is imperative that the fleet be retrofitted, as these tank cars constitute two thirds of the fleet of rail tank cars carrying ethanol, crude oil and other flammable hazmat on unit trains across our country in ever increasing numbers.

None of the first responder training efforts you mention in your letter address the real issue of the necessity to **prevent** accidents from occurring in the first place. Clearly, the existing DOT-111 tank cars are a weak link and will remain so for the three-plus decades they will remain in service for the shipment of these flammable hazardous commodities.

Our 2012 PHMSA petition for rulemaking and my comments submitted to FRA & PHMSA last month were based on the findings of the National Transportation Safety Board and its investigation of the rail tragedy in Cherry Valley, Illinois in 2009.

While we understand that most of the DOT-111 tank cars that transport packing groups I and II materials are not owned by the rail industry, they are operated by the rail industry

Regular Meeting 10/24/13

VILLAGE HALL
 200 S. HOUGH ST.
 BARRINGTON, IL 60010
 (847) 304-3400

PRESIDENT & BOARD
 MANAGER'S OFFICE
 TEL (847) 304-3444
 FAX (847) 304-3490

COMMUNITY AND
 FINANCIAL SERVICES
 TEL (847) 304-3400
 FAX (847) 381-7506

DEVELOPMENT SERVICES
 TEL (847) 304-3460
 FAX (847) 381-1056

PUBLIC WORKS
 300 N. RAYMOND AVE.
 BARRINGTON, IL 60010
 TEL (847) 381-7903
 FAX (847) 382-3030

PUBLIC SAFETY
 400 N. NORTHWEST HWY.
 BARRINGTON, IL 60010

POLICE
 TEL (847) 304-3300
 FAX (847) 381-2165

FIRE
 TEL (847) 304-3600
 FAX (847) 381-1889

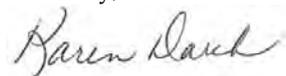
for the transport of explosive and flammable hazmat. It is the rail industry, under the auspices of the AAR's North American Tank Car Committee, which sets the design standards for these tank cars. It is the rail industry that has ignored since 1991 the repeated warnings of the NTSB that these tank cars pose a high risk of rupture in a derailment and ignored the Board's recommendation to improve the standards. It is the rail industry that told regulators in 2011 that the cost of a safety retrofit for these tank cars would amount to about \$15,000 per car. It is the rail industry that created the regulatory "crisis" that now exists in the aftermath of Lac-Mégantic by failing to correct these safety flaws inherent in the DOT-111 decades ago.

While you correctly point out that the overwhelming majority of hazmat rail shipments safely complete their journey, it is the low frequency, catastrophically high impact incident like Lac-Mégantic that could be prevented with a retrofit investment. We have noted in our research on liability surrounding the common carrier obligation of railroads to transport hazmat like ethanol and crude oil, that the rail industry has voiced concern about covering the liability costs of "worst case scenarios" in a catastrophic release of hazmat. Industry has rightfully acknowledged that while the risk is minute, the cost implications are such that a nightmare scenario release could bankrupt even a Class I railroad. One can apply that same logic to a cost-benefit analysis of retrofitting the existing DOT-111's because it would minimize the scope of consequences in a train accident involving these tank cars.

It is for this reason, that we would ask UP to support a retrofit program in comments to PHMSA. By doing so, your company would be a leader in creating momentum for a profound step in the right direction on the rail safety front. As you stated in your letter, "UP is committed to working with you and the Village of Barrington to provide a safe and sound rail operation." Please join us, then, in encouraging the retrofit of the thousands of defective DOT-111 tank cars and assuring real time electronic train consist data to our first responders. In addition to providing job opportunities in the Chicago region given its base for numerous tank car manufacturers, these measures will also greatly enhance the safety of rail employees, cargo, rail infrastructure, residents, and the environment in communities across North America.

We look forward to a continued, strong partnership with Union Pacific.

Sincerely,



Karen Darch
Village President

cc: T. Weisner, Mayor of Aurora, IL
D. Bennett, Executive Director, MMC



September 20, 2013

TO: Mayors in the Metropolitan Chicago Area

| | | |
|--------------|--|--|
| FROM: | Karen Darch President, Village of Barrington TRAC Co-Chair Executive Board Chair, MMC | Tom Weisner Mayor, Aurora TRAC Co-Chair Executive Board Vice-Chair, MMC |
|--------------|--|--|

SUBJECT: Federal Rail Safety Rulemaking **Action Alert**

As co-chairs of the suburban Chicagoland TRAC Coalition that was formed in 2008, we wanted to make you aware of the opportunity for local governments to weigh in on a federal regulatory matter involving a critical rail safety issue.

Following the National Transportation Safety Board (NTSB) investigation into a CN ethanol train derailment near Rockford in 2009, we were alerted to the dangers posed by the DOT-111 tank car that is used by the rail industry to transport flammable hazmat like ethanol and crude oil throughout North America. In a nutshell, the NTSB has warned regulators since 1991, that the DOT-111 tank car has a high incidence of rupturing when involved in accidents and derailments.

That NTSB investigation launched TRAC into action. Since spring of 2012, we've been urging federal regulatory action to correct the problem. The federal government is now acting and is seeking public input by November 5, 2013 – especially input from local governments.

Action or inaction by the federal government on this important safety issue could have serious future implications for communities on or near rail lines that carry freight.

Please review the attached summary of the issue, as well as a model resolution we are asking local governments to adopt and forward to federal regulators before the November 5, 2013 comment deadline.

Thank you.

RAIL TANK CAR ISSUE SUMMARY & ACTION REQUEST

ISSUE SUMMARY:

In response to the findings stemming from the National Transportation Safety Board's (NTSB) investigation of a June 2009 Canadian National Railway (CN) freight train derailment outside of Rockford, Illinois, the Village of Barrington and the Illinois-based TRAC Coalition jointly filed a petition on April 3, 2012 with the Pipelines and Hazardous Materials Safety Administration (PHMSA) asking that it promulgate rules that will make the fleet of new and existing tank cars that carry ethanol and crude oil by rail in North America more crashworthy in derailments and accidents. **PHMSA released its notice of proposed rulemaking on September 6, 2013 and is seeking input from local governments by November 5, 2013.**

The 2009 accident investigated by the NTSB involved a train containing 74 cars of ethanol that derailed after the rail bed underneath the train had washed away. One person was killed and nine others injured when several of the derailed tank cars split open and started a massive fire that took over 24 hours to burn itself out. Since 1991, the tank cars involved in the accident – DOT-111 tank cars – have been known by federal regulators and the freight rail industry to have high failure rates in accidents because they puncture easily.

The more recent July 6, 2013 catastrophic derailment of a train carrying 72 tank cars of crude oil in Lac-Mégantic, Canada that caused 47 deaths also involved the defective DOT-111 tank cars. **With the exponential growth of this dangerous hazmat traveling by rail over the last five years, it is clear that there is a growing potential for catastrophic derailments in communities all across North America.** In fact, the problems with this defective tank car is garnering national media attention, including this September 5, 2013 "NBC Nightly News with Brian Williams" piece that provides an excellent overview of the problem:
<http://investigations.nbcnews.com/news/2013/09/05/20343288-danger-on-the-tracks-unsafe-rail-cars-carry-oil-through-us-towns?lite>

In response to the Rockford derailment, industry convened a working group made up of the Association of American Railroads (AAR), freight railroads, and shippers to set manufacturing standards for new cars and asked PHMSA to adopt those standards in 2011. However, the industry request explicitly asked that the existing fleet of tank cars not be retrofitted to make them safer due to the cost of a retrofit program. The AAR calculated that a retrofit of a tank car would cost \$15,000, but with an average life span of over 30 years for the existing fleet, that amounts to less than \$500 a year.

Backed by NTSB expertise, the April 3, 2012 petition by Barrington & the Illinois TRAC Coalition made the case that improved construction standards for only newly manufactured tank cars is not sufficient for protecting public safety. **As the NTSB experts recognized, while the improved AAR standards would make new cars safer than the existing cars, communities would be no safer if old and new tank cars are comingled when these tank cars derail.** With an eight-year average age for the existing tank car fleet, failure to require a retrofit program would allow tank cars that are filled with ethanol and crude oil – and known to be dangerous – to roll freely through American communities for the next three decades.

This issue goes far beyond the daily challenges of dealing with freight rail operations in our communities. According to Federal Railroad Administration safety statistics, between 2000 and 2011 there has been – on average – a reportable freight derailment in this country over five times every day. Additionally, the derailment in Lac-Mégantic has already been ball-parked at over \$200 million to fund the environmental

remediation and clean-up costs alone. Since that sum far surpasses the liability insurance cap of the involved railroad, it has entered bankruptcy proceedings. Given inadequate insurance protection across the rail industry, it is unclear as to who will be footing the bill when it comes to paying the catastrophic costs associated with a major tank car derailment. For these reasons, it is way past due for federal regulators to prioritize the concerns of local governments to remedy the known safety flaws with the DOT-111 tank car.

ACTION REQUEST OF LOCAL GOVERNMENTS:

It is vital that local governments weigh in on this important issue prior to the November 5, 2013 comment deadline. To that end, a sample resolution is attached that local units of government can adopt and forward to PHMSA to indicate their support for the rail safety changes detailed in this summary and in this rulemaking document:

https://www.federalregister.gov/articles/2013/09/06/2013-21621/hazardous-materials-rail-petitions-and-recommendations-to-improve-the-safety-of-railroad-tank-car?utm_campaign=subscription+mailing+list&utm_medium=email&utm_source=federalregister.gov

Please act expeditiously to pass this resolution. Once adopted, a copy of your government's resolution should be submitted in one of three ways:

- Through the Federal Rulemaking Portal: <http://www.regulations.gov>. Follow the instructions for submitting comments.
- Via Fax: 1-202-493-2251.
- By mail: Docket Management System; U.S. Department of Transportation, West Building, Ground Floor, Room W12-140, Routing Symbol M-30, 1200 New Jersey Avenue SE., Washington, DC 20590.

Instructions: All submissions must include the agency name and docket number for this notice (as shown in the model resolution) at the beginning of the comment. To avoid duplication, please use only one of the three methods of delivery.

Any questions you may have on this matter can be directed to FightRailCongestion@gmail.com. Thank you!

From: Dave Bennett

Sent: Monday, September 23, 2013 11:54 AM

To: 'Mayor Broda, Lisle'; 'Mayor Brummel, Warrenville'; 'Mayor Craig, Hanover Park'; 'Mayor Cunningham-Picek, Woodridge'; 'Mayor Cunningham-Picek, Woodridge 2'; 'Mayor Gresk, Wheaton'; 'Mayor Gunter, Westmont'; 'Mayor Morley, Elmhurst'; 'Mayor Pineda, West Chicago'; 'Mayor Pradel, Naperville'; 'Mayor Pruyn, Itasca'; 'Mayor Pulice, Wood Dale'; 'Mayor Ragucci, Oakbrook Terrace'; 'Mayor Saverino, Carol Stream'; 'Mayor Saverino, Carol Stream 2'; 'Mayor Smolinski, Roselle'; 'Mayor Straub, Burr Ridge'; 'Mayor Trilla, Willowbrook'; 'Mayor Trilla, Willowbrook'; 'Mayor Tully, Downers Grove'; 'Mayor Veenstra, Addison'; 'Mayor Veenstra, Addison 2'; 'Mayor Weaver, Darien'; 'Mayor Weaver, Darien 2'; 'Mayor Weisner, Aurora'; 'President Bullwinkel, Villa Park'; 'President Cauley, Hinsdale'; 'President Coladietro, Bloomingdale'; 'President Demos, Glen Ellyn'; 'President Giagnorio, Lombard'; 'President Giagnorio, Lombard'; 'President Jackson, Glendale Heights'; 'President Jackson, Glendale Heights 2'; 'President Karaba, Clarendon Hills'; 'President Karaba, Clarendon Hills 2'; 'President Lalmalani, Oak Brook'; 'President Soto, Bensenville'; 'President Spande, Winfield'

Cc: Mark Baloga (MBaloga@dmmc-cog.org); MAlbin@dmmc-cog.org; 'Tam Kutzmark'; 'Bill Wiet, Chief of Staff, Aurora'; 'Bryon Vana, Darien'; 'Curt Barrett, Winfield'; 'Dave Hulseberg, Lombard'; 'Dave Niemeyer, Oak Brook'; 'David Fieldman, Downers Grove'; 'Donald Rose, Wheaton'; 'Doris Sullivan, Villa Park'; 'Doug Krieger, Naperville'; 'Evan Teich, Itasca'; 'Gerald Sprecher, Lisle'; 'James Grabowski, Elmhurst'; 'Jeff O'Dell, Roselle'; 'Jeffrey Mermuys, Acting Manager, Wood Dale'; 'Joe Block, Addison'; 'Joe Breinig, Carol Stream'; 'John Carpino, Oakbrook Terrace'; 'John Coakley, Warrenville'; 'Juliana Maller, Hanover Park'; 'Kathleen Rush, Woodridge'; 'Kathy Gargano, Hinsdale'; 'Mark Franz, Glen Ellyn'; 'Marty Bourke, Bloomingdale'; 'Michael Cassidy, Bensenville'; 'Michael Guttman, West Chicago'; 'Randy Recklaus, Clarendon Hills'; 'Raquel Becerra, Glendale Heights'; 'Richard Keehner, Jr., Villa Park'; 'Ronald Searl, Westmont'; 'Steve Stricker, Burr Ridge'; 'Tim Halik, Willowbrook'

Subject: FW: Proposed Rules re Tanker Car Safety

Mayor:

Mayors Karen Darch of Barrington and Tom Weisner of Aurora have asked me to pass the attached information on to all Mayors in the Chicago region. **If you have any rail lines that run through your community, you may especially be interested in this information.**

The federal Pipelines and Hazardous Materials Safety Administration (PHMSA) has recently proposed rules to make tanker cars which carry hazardous materials like ethanol and crude oil safer in derailments and accidents. The rules are a result of a crash a few years ago near Rockford in which several tankers split open and started a massive fire which took over 24 hours to suppress.

Public comments are being accepted on the proposed rules until November 5, 2013. The PHMSA is interested in hearing from towns that are located along rail lines which transport tankers. **The best way for your community to weigh in on this issue is to adopt the attached sample resolution and send it to the PHMSA by the November 5 deadline.** Information on how/where to submit your resolution is provided in the attached PDF document entitled, "9-11-13 PHMSA Petition Action Request Summary".

Dave

Dave Bennett, Executive Director
Metropolitan Mayors Caucus
233 S. Wacker Drive, Suite 800
Chicago, IL 60606
dbennett@mayorscaucus.org
P: 312-201-4505
F: 312-258-1851


Village of Hanover Park
AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Disposal of Trailer

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

Pass an Ordinance authorizing the donation of personal property, a 1991 trailer, owned by the Village of Hanover Park.

Discussion

At the Board Workshop of September 5, 2013, an Ordinance authorizing the sale by public auction of personal property owned by the Village of Hanover Park was included on the agenda for approval. A motion was made and passed for the 1991 Trailer listed below to be pulled off the list of property to be auctioned, and hold off sending it to auction until further discussion is had by the Board.

| <u>Unit #</u> | <u>Vin #</u> | <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Minimum Bid</u> |
|---------------|-------------------|-------------|-------------|--------------|--------------------|
| 659 | 1WC200E1XM1053148 | 1991 | Wells Cargo | Trailer | \$ 400 |

This item was then placed on the September 19th Board Workshop agenda. It was requested that discussion of this item be tabled until we receive more information on the process for disposing of items that will serve our community. At the October 3, 2013 Village Board workshop, the Village Board directed staff to place an item on the October 24, 2013 agenda to have the trailer donated to Boy Scout Pack 398, which intends to use the trailer for their Pack trips.

A letter has been requested from Boy Scout Pack 398, which includes a request stating their desire for the trailer and intended use, and their willingness to accept the trailer "as is", "with all faults" and "where is", along with a waiver.

Agreement Name: _____

Executed By: Juliana Maller

Regular Meeting 10/24/13
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Recommended Action

Move to pass an Ordinance authorizing the donation of personal property, a 1991 trailer, owned by the Village of Hanover Park

Attachment: Ordinance

Budgeted Item: Yes No
Budgeted Amount: \$400 (budgeted revenue)
Actual Cost: \$0
Account Number:

ORDINANCE NO. O-13-

AN ORDINANCE PROVIDING FOR DECLARATION OF SURPLUS PROPERTY AND THE DONATION THEREOF

WHEREAS, the President and Board of Trustees of the Village of Hanover Park has determined that property hereinafter described is no longer needed for Village purposes; and

WHEREAS, the President and Board of Trustees deems it to be in the public interest to dispose of such property that has been declared surplus property by donating it to Boy Scout Pack #398; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: The Village of Hanover Park finds that the personal property hereinafter described, now owned by the Village of Hanover, is no longer necessary or useful to the Village, and the best interest of the Village will be served by donating the property to Boy Scout Pack #398. Said property consists of:

1991 Wells Cargo trailer / VIN # 1WC200E1XM1053148

SECTION 2: The Village Manager is hereby authorized and directed to hold the donated personal property described in Section 1. above for pickup by Boy Scout Pack #398. The property is transferred “as is”, “with all faults” and “where is.”

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner and form required by law.

ADOPTED this day of , 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this day of , 2013

Rodney S. Craig, Village President

ATTESTED, filed in my office, and
published in pamphlet form this
day of , 2013

Eira Corral, Village Clerk



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Daniel McGhinnis, Chief Information Officer

SUBJECT: Annual Maintenance Renewal for Cisco Services with Sound Incorporated

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

The annual maintenance agreement for the Cisco services, including phone system, network equipment, wireless network, and firewalls, is up for renewal. These systems are essential to the Village's operation. The IT Department is requesting to renew the Cisco maintenance agreement with Sound Incorporated.

Discussion

Competitive quotes for the Cisco maintenance agreement were requested from 7 Cisco certified companies, with only 2 companies responding to the request. The maintenance for these systems is provided by Cisco; however, Cisco only provides the renewals through their certified partners and does not allow customers to purchase them directly from Cisco. The following quotes were received:

| | |
|--------------------|-------------------|
| Sound Incorporated | \$45,880.22 |
| Unified Concepts | \$46,102.00 |
| Meridian IT | Declined to Quote |

The low quote of \$45,880.22, from Sound, Inc., is a bundled rate of \$36,174.41 for renewal of existing services for a period of one year and \$7,692.08 of hardware.

Recommended Action

Motion to approve the Annual Maintenance Agreement with Sound Incorporated in the amount of \$45,880.22 and authorize the Village Manager to sign the contract.

Attachments: Sound Incorporated Quote

| | | |
|-------------------------|---|-----------------------------|
| Budgeted Item: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Budgeted Amount: | \$46,000 | |
| Actual Cost: | \$45,880.22 | |
| Account Number: | 001-0470-414-03.36 | |

Agreement Name: Cisco Services Maintenance Agreement

Executed By: Juliana Maller

Regular Meeting 10/24/13

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Page 1

Village of Hanover Park
 2121 W. Lake Street
 Hanover Park, IL 60133

October 10, 2013

As requested, following is a quote to add a PRI card and associated DSP resources to FD 2921 and a separate quote for Telepresence SX20 with wall mount:

PRI Card

| Qty | Part# | Description | Price |
|-----|-------------------|--|------------|
| 1 | VWIC3-1MFT-T1/E1= | 1 Port 3 rd Gen Trunk Voice/WAN Interface | \$950.24 |
| 1 | PVDM3-32= | 32 Ch High Density DSP Module | \$1,063.19 |

Total Price \$2,013.43

Pricing includes freight. Labor is not included and will be billed at T&M rates

I wish to purchase the PRI card and DSP module _____

Telepresence SX20 Quick Set

| Qty | Part# | Description | Price |
|-----|-------------------------------------|---|------------|
| 1 | CTS-SX20-PHD4X-K9 | SX20 Quick Set 4xPHD H.323.1080p 1 Mic Remote | \$6,578.55 |
| 1 | CTS-SX20-Q5-WMK= | Wall Mount Kit for Telepresence | \$331.59 |
| 1 | CON-ECDW-SX2PHD4XSMARTNET 8x5 SX 20 | | \$781.94 |

Total Price \$7,692.08

Pricing includes freight. Labor is not included and will be billed at T&M rates

I wish to purchase the Telepresence SX 20 Quick Set _____

Hanover Park Proposal

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 Page 162



TERMS

100% due upon order acknowledgement. A 3% surcharge will be added for credit card payments.

Respectfully Submitted by: _____

ACCEPTANCE BY BUYER

ACCEPTANCE BY SELLER
at Naperville, IL

By _____

By _____

Title _____

Title _____

Printed Name _____

Printed Name _____

Date _____

Date _____



Village of Hanover Park
2121 W. Lake Street
Hanover Park, IL 60133

October 10, 2013

Sound, Incorporated proposes to renew the existing Cisco services consisting of the following for a period of 1 year from each individual service contract's expiration date:

| | | |
|-----|--------------------|---|
| 1 | L-UCSS-ATT | High Level Part Number |
| 5 | L-UCSS-ATT-CUB1-1 | UCSS for Business Att Console for One Year - 1 Instance |
| 1 | L-UCSS-ER | High Level Part Number |
| 24 | L-UCSS-ER-1-10 | UCSS for Emergency Responder for One Year - 10 users |
| 1 | L-CUWL-MISC | High Level Part Number |
| 5 | L-UCSS-UWL-PRO-1Y | 1 Yr UWL PRO UCSS for Renewal Only |
| 230 | UCSS-UWL-STD1Y | 1 yr UWL STD UCSS for Renewal Only |
| 40 | UCSS-ANLG-1-1 | UCSS for UCM Analog Device One Year - 1 user |
| 4 | L-UCSS-PUB-1-1 | UCSS for UCM Public Space device One Year - 1 user |
| 1 | CON-SNT-ASCS20K9 | ASA-SSM-CSC-20-K9= |
| 1 | CON-SNTP-AS1K8 | ASA5510-K8 |
| 1 | CON-SNTP-25I4IPC1 | MCS-7825-I4-IPC1 |
| 1 | CON-SNTP-MCS782CM | MCS7825I4-K9-CMD1 |
| 1 | CON-SNTE-25I4IPC1 | MCS-7825-I4-IPC1 |
| 1 | CON-SNTP-2901VSEC | C2901-VSEC/K9 |
| 1 | CON-SAU-WCSAB50 | WCS-APBASE-50 |
| 2 | CON-SNT-VSM4U | CIVS-MSP-4RU |
| 1 | CON-SNT-MSP1RUK9 | CPS-MSP-1RU-K9 |
| 1 | CON-SNT-3560X4PS | WS-C3560X-48P-S |
| 3 | CON-SNT-2921VSEC | C2921-VSEC/K9 |
| 1 | CON-SNT-CT0850 | AIR-CT5508-50-K9 |
| 4 | CON-SNT-4506E96+ | WS-4506E-S6L-96V+ |
| 1 | CON-SNT-2951VSEC | C2951-VSEC/K9 |
| 3 | CON-SNT-MCS782CM | MCS7825I4-K9-CMD1 |
| 20 | CON-SNT-ATA18711 | ATA187-11-A= |
| 1 | CON-SNTP-ASCS10K9 | ASA-SSM-CSC-10-K9 |
| 1 | CON-SNTP-AS1BUNK9 | ASA5510-BUN-K9 |
| 5 | CON-ESW-CUBATT | CUB-ATT-CON |
| 40 | CON-ESW-DEVUWL | L-ANLG-DEV-UWL |
| 4 | CON-ESW-IPDEVUWL | PUBLIC-IP-DEV-UWL |
| 24 | CON-ESW-ERUSRL1 | ER-USR-LIC-10-NEW |
| 5 | CON-ESW-PSLEDA | LIC-UWL-PRO-SLED-A |
| 230 | CON-ESW-SSLEDA | LIC-UWL-STD-SLED-A |
| 1 | L-ASACSC20-500UP1Y | 1YR RNWL ASA 5500 CSC-SSM-20 500U W/PLUS LICS |
| 1 | L-ASACSC10-50UP1Y | 1YR RNWL ASA 5500 CSC-SSM 10 50U W/PLUS LICS |
| 2 | L-CPS-MS-SW7= | CON-SAS-LCPSMSSW |
| 1 | L-CPS-OM-SW7= | CON-SAS-LCPSOMSW |
| 2 | L-CPS-VSM7-1CAM= | CON-SAS-LCPSVSM7 |
| 1 | ISE-3315-K9 | CON-SNT-ISE3315 |

Total Price\$36,174.71



The Cisco service contracts included in this proposal are all 1 year renewals that have varying start and end dates.

This coverage listed on this proposal should be renewed through Sound Inc. on a yearly basis. Any labor provided by Sound Inc. to install equipment replaced as part of the Smartnet plan will be billed on a time and material basis at the current hourly T&M professional services labor rate.

TERMS

100% due upon order acknowledgement. A 3% surcharge will be added for credit card payments.

Respectfully Submitted by: _____

ACCEPTANCE BY BUYER

ACCEPTANCE BY SELLER

at Naperville, IL

By _____

By _____

Title _____

Title _____

Printed Name _____

Printed Name _____

Date _____

Date _____


Village of Hanover Park
AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Lake Street Sidewalk Bid Award

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Executive Summary

Award the contract for the Lake Street Sidewalk project to A Lamp Concrete Contractors in an amount not to exceed \$23,532.00.

Discussion

On October 15, 2013, bids were opened for the Lake Street sidewalk. This project consists of extending the Lake Street sidewalk from where it currently ends to the intersection of Church Street and Lake Street and will include a bus shelter pad. The FY14 Commuter Lot Budget includes \$30,000 for this work. The following bids were received:

| <u>Company</u> | <u>Amount</u> |
|----------------------------|---------------|
| A Lamp | \$23,532.00 |
| Coppenhaver Construction | 26,779.00 |
| Whiteline Construction | 27,500.50 |
| Lorusso Cement Contractors | 27,710.50 |
| Landmark Contractors | 29,699.10 |
| Triggi Construction | 32,019.00 |
| D'Land Construction | 33,849.47 |
| Alliance Contractors | 37,581.55 |

Recommended Action

Motion to award a contract for Lake Street Sidewalk to A Lamp Concrete Contractors in an amount not to exceed \$23,532.00 and authorize the Village Manager to execute the necessary documents.

Agreement Name:

Executed By: Juliana Maller

| | | |
|-------------------------|---|-----------------------------|
| Budgeted Item: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Budgeted Amount: | \$30,000.00 | |
| Actual Cost: | \$23,532.00 | |
| Account Number: | 051-0000-478-13.22 | |

Regular Meeting 10/24/13

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Village of Hanover Park

AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager

SUBJECT: Warrant

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: October 24, 2013

Recommended Action

Approve Warrant SWS213 in the amount of \$954,370.55

Approve Warrant SW659 in the amount of \$523,501.51

JM:smk

Attachments: Warrants

Agreement Name: _____

Executed By: _____ Regular Meeting 10/24/13

Wednesday, October 16, 2013

Paid In Advance

Page 1 of 2

| VEND NO | VENDOR NAME | | | | | | | | EFT OR |
|------------|----------------------------|---------|-----|----------------|--------------------|--------------------------|-----------------|--|--------------------|
| INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | | HAND-ISSUED AMOUNT |
| 000342 | ACCRUED PAYROLL | | | | | | | | |
| | SWS213 | | 28 | 09/20/2013 | 001-0000-210.00-00 | RECOGNITION PAYROLL | CHECK #: 54 | | 4,285.94 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-210.00-00 | 9/13 #2 P/R | CHECK #: 54 | | 379,274.61 |
| | | | | | | | VENDOR TOTAL * | | 383,560.55 |
| 001903 | APWA-IPSI | | | | | | | | |
| | SWS213 | | 00 | 09/30/2013 | 050-5020-472.03-71 | IPSI TRAINING-S HENRY | CHECK #: 115298 | | 270.00 |
| | | | | | | | VENDOR TOTAL * | | 270.00 |
| 004881 | AVILEZ, JOSEFINA | | | | | | | | |
| | SWS213 | | 00 | 09/19/2013 | 001-0120-411.03-71 | PER DIEM | CHECK #: 115137 | | 336.00 |
| | | | | | | | VENDOR TOTAL * | | 336.00 |
| 002566 | BANK OF NEW YORK | | | | | | | | |
| | SWS213 | | 04 | 09/23/2013 | 050-5020-472.03-97 | 8/13 JAWA OPERAT/MAINT | CHECK #: 61 | | 264,712.00 |
| | SWS213 | | 04 | 09/23/2013 | 050-5070-474.03-82 | 8/13 JAWA FIXED COSTS | CHECK #: 61 | | 79,904.00 |
| | | | | | | | VENDOR TOTAL * | | 344,616.00 |
| 002880 | CARLSON, TODD | | | | | | | | |
| | SWS213 | | 00 | 09/23/2013 | 001-0830-421.02-31 | REIMB-CLOTHING ALLOWANCE | CHECK #: 115295 | | 307.26 |
| | | | | | | | VENDOR TOTAL * | | 307.26 |
| 025340 | CENTRO DE INFORMACION | | | | | | | | |
| | SWS213 | | 00 | 09/19/2013 | 001-0110-411.03-91 | ANNUAL GALA | CHECK #: 115138 | | 1,200.00 |
| | | | | | | | VENDOR TOTAL * | | 1,200.00 |
| 003666 | CORRAL, EIRA L | | | | | | | | |
| | SWS213 | | 00 | 09/19/2013 | 001-0120-411.03-71 | PER DIEM | CHECK #: 115139 | | 224.00 |
| | | | | | | | VENDOR TOTAL * | | 224.00 |
| 027764 | GROOT INDUSTRIES INC | | | | | | | | |
| CR7642 | SWS213 | | 00 | 09/30/2013 | 001-0620-431.03-35 | REPLACEMENT CHECK | CHECK #: 115299 | | 874.64 |
| | | | | | | | VENDOR TOTAL * | | 874.64 |
| 009051 | IL DEPARTMENT OF REVENUE | | | | | | | | |
| | SWS213 | | 28 | 09/20/2013 | 001-0000-211.03-00 | IL W/H-RECOGNITION P/R | CHECK #: 55 | | 302.71 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.03-00 | VOID | CHECK #: 55 | | -15.36 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.03-00 | IL W/H 9/13 #2 P/R | CHECK #: 55 | | 25,837.70 |
| | | | | | | | VENDOR TOTAL * | | 26,125.05 |
| 023095 | IL FIRE CHIEFS ASSOCIATION | | | | | | | | |
| | SWS213 | | 00 | 09/23/2013 | 001-0650-416.03-71 | CONFERENCE-K MCELHOSE | CHECK #: 115296 | | 250.00 |
| | | | | | | | VENDOR TOTAL * | | 250.00 |
| 028762 | IL FUNDS | | | | | | | | |
| | SWS213 | | 04 | 09/27/2013 | 001-0000-211.05-00 | 9/13 POL PEN CONTRIB #2 | CHECK #: 56 | | 18,045.58 |
| | SWS213 | | 04 | 09/27/2013 | 001-0000-211.05-01 | 9/13 FIRE PEN CONTRIB #2 | CHECK #: 57 | | 10,065.28 |

Regular Meeting 10/24/13

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Wednesday, October 16, 2013

Paid In Advance

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| VEND NO | VENDOR NAME | | | | | | | | EFT OR |
|-------------------------|----------------------------------|---------|-----|----------------|--------------------|--------------------------|-----------------|--|--------------------|
| INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | | HAND-ISSUED AMOUNT |
| | | | | | | | VENDOR TOTAL * | | 28,110.86 |
| 009537 | INTERNAL REVENUE SERVICE | | | | | | | | |
| | SWS213 | | 28 | 09/20/2013 | 001-0000-211.01-00 | FED W/H-RECOGNITION P/R | CHECK #: 58 | | 1,701.38 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.01-00 | FED W/H 9/13 #2 P/R | CHECK #: 58 | | 74,411.39 |
| | SWS213 | | 28 | 09/20/2013 | 001-0000-211.02-00 | EMP FICA-RECOGNITION P/R | CHECK #: 58 | | 515.47 |
| | SWS213 | | 28 | 09/20/2013 | 001-0000-211.02-00 | VLG FICA-RECOGNITION P/R | CHECK #: 58 | | 515.47 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.02-00 | EMPL FICA 9/13 #2 P/R | CHECK #: 58 | | 36,018.81 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.02-00 | VOID | CHECK #: 58 | | -36.94 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.02-00 | VLG FICA 9/13 #2 P/R | CHECK #: 58 | | 36,018.88 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.02-00 | VOID | CHECK #: 58 | | -36.94 |
| | | | | | | | VENDOR TOTAL * | | 149,107.52 |
| 005555 | MALLER, JULIANA | | | | | | | | |
| | SWS213 | | 00 | 09/19/2013 | 001-0410-414.03-71 | PER DIEM | CHECK #: 115140 | | 355.00 |
| | | | | | | | VENDOR TOTAL * | | 355.00 |
| 026599 | NOTARY PUBLIC ASSOCIATION OF IL | | | | | | | | |
| | SWS213 | | 00 | 09/23/2013 | 001-0850-421.02-13 | NOTARY APPLC-T CORTESE | CHECK #: 115297 | | 49.00 |
| | | | | | | | VENDOR TOTAL * | | 49.00 |
| 027557 | STATE DISBURSEMENT FUND | | | | | | | | |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.00-00 | 9/13 #2 P/R MAINTENANCE | CHECK #: 59 | | 1,978.64 |
| | | | | | | | VENDOR TOTAL * | | 1,978.64 |
| 003444 | U.S. POSTAL SERVICE CAPS SERVICE | | | | | | | | |
| | SWS213 | | 04 | 09/23/2013 | 050-5010-471.03-12 | POSTAGE-WATER BILLS | CHECK #: 62 | | 494.96 |
| | | | | | | | VENDOR TOTAL * | | 494.96 |
| 008760 | VANTAGEPOINT TRANSFER AGENTS-457 | | | | | | | | |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.09-00 | DEDUCTION 9/13 #2 P/R | CHECK #: 60 | | 15,124.55 |
| | SWS213 | | 28 | 09/27/2013 | 001-0000-211.09-00 | DEDUCTION 9/13 #2 P/R | CHECK #: 60 | | 1,386.52 |
| | | | | | | | VENDOR TOTAL * | | 16,511.07 |
| TOTAL EXPENDITURES **** | | | | | | | | | 954,370.55 |

EAL DESCRIPTION: EAL: 10162013 LET

VOUCHER SELECTION CRITERIA

Voucher/discount due date 10/16/2013
All banks A

REPORT SEQUENCE OPTIONS:

Vendor X One vendor per page? (Y,N) N
Bank/Vendor One vendor per page? (Y,N) N
Fund/Dept/Div
Fund/Dept/Div/Element/Obj
Proj/Fund/Dept/Div/Elm/Obj
This report is by: Vendor
Process by bank code? (Y,N) N
Print reports in vendor name sequence? (Y,N) Y
Calendar year for 1099 withholding 2013
Disbursement year/per 2014/06
Check date 10/25/2013

| VEND NO | SEQ# | VENDOR NAME | | | | | | | EFT, EPAY OR HAND- ISSUED AMOUNT |
|---------------|---------------|------------------------------------|--------|-------------------|--------------------|---------------------------|-----------------|--|--|
| INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | | |
| 0700300 | 00 | A & D TOTAL PLUMBING | | | | | | | |
| 21682 | | SW659 | 00 | 10/14/2013 | 001-0730-420.03-61 | 9/13 PLUMBING INSPECTIONS | 3,200.00 | | |
| 21684 | | SW659 | 140039 | 00 10/02/2013 | 050-5050-473.03-34 | CERTIFY-BACKFLOW DEV (2) | 160.00 | | |
| | | | | | | VENDOR TOTAL * | 3,360.00 | | |
| 0005822 | 00 | ACB CONSTRUCTION INC | | | | | | | |
| 13-483 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | | |
| | | | | | | VENDOR TOTAL * | 100.00 | | |
| 0003102 | 00 | ACOM SOLUTIONS | | | | | | | |
| 178841 | | SW659 | 00 | 10/14/2013 | 001-0530-415.03-70 | A/P,P/R CHECK STOCK | 427.08 | | |
| 178785 | | SW659 | 140092 | 00 09/27/2013 | 031-0000-466.13-31 | LICENSE TRANSFER | 500.00 | | |
| | | | | | | VENDOR TOTAL * | 927.08 | | |
| 0026463 | 00 | ACTION FENCE CONTRACTORS INC | | | | | | | |
| 19117 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-34 | GATE REPAIRS | 446.50 | | |
| | | | | | | VENDOR TOTAL * | 446.50 | | |
| 0027663 | 00 | ACTION LOCK & KEY INC | | | | | | | |
| 82565 | | SW659 | 00 | 10/08/2013 | 001-0640-416.02-27 | RE-KEY CYLINDERS | 20.00 | | |
| 82492 | | SW659 | 00 | 10/08/2013 | 001-0640-416.02-27 | KEYS/CYLINDER | 34.00 | | |
| | | | | | | VENDOR TOTAL * | 54.00 | | |
| 0003893 | 00 | AECOM TECHNICAL SERVICES INC | | | | | | | |
| 24-9937382139 | | SW659 | 140001 | 00 10/02/2013 | 050-5050-473.03-64 | ENG-ZINC CONTROL PROGRAM | 6,841.53 | | |
| | | | | | | VENDOR TOTAL * | 6,841.53 | | |
| 0002559 | 00 | ALANIZ LANDSCAPE GROUP | | | | | | | |
| 4753 | | SW659 | 140003 | 00 09/30/2013 | 001-0630-416.03-35 | 9/13 LAWN MAINT-MEDIANS | 2,495.00 | | |
| 4737 | | SW659 | 140002 | 00 09/09/2013 | 001-0870-421.03-36 | WEED ABATEMENT SERVICES | 78.00 | | |
| 4765 | | SW659 | 140002 | 00 10/02/2013 | 001-0870-421.03-36 | WEED ABATEMENT SERVICES | 78.00 | | |
| | | | | | | VENDOR TOTAL * | 2,651.00 | | |
| 0000752 | 00 | ALEXIAN BROS. CORPORATE HEALTH SVS | | | | | | | |
| 497331 | | SW659 | 00 | 10/08/2013 | 001-0440-414.03-65 | PRE-EMPLOYMENT SCREENING | 601.00 | | |
| 497331 | | SW659 | 00 | 10/08/2013 | 001-0440-414.03-65 | PRE-EMPLOYMENT SCREENING | 250.00 | | |
| 497759 | | SW659 | 00 | 10/08/2013 | 001-0440-414.03-65 | VACCINE | 70.00 | | |
| | | | | | | VENDOR TOTAL * | 921.00 | | |
| 0004904 | 00 | ALLIED WASTE SERVICES #933 | | | | | | | |
| 10402851 | | SW659 | 00 | 10/08/2013 | 035-0000-461.03-51 | GREENBROOK/TANGLEWOOD | 61.08 | | |
| 10394162 | | SW659 | 00 | 10/08/2013 | 035-0000-461.03-51 | SPECIAL PICKUP-SPRING GRD | 324.00 | | |
| | | | | | | VENDOR TOTAL * | 385.08 | | |
| 0005092 | 00 | ALPHA BUILDING MAINTENANCE SERV | | | | | | | |
| 14342 | | SW659 | 140044 | 00 10/01/2013 | 001-0640-416.03-34 | 10/13 CLEANING SERVICE | 5,434.00 | | |
| | | | | | | VENDOR TOTAL * | 5,434.00 | | |
| 0000895 | 00 | ALPHABET SHOP | | | | | | | |
| 41326 | | SW659 | 00 | 10/08/2013 | 001-0640-416.02-27 | NAMETAG-KONSTANZER | 27.50 | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|----------------------------------|-----|-------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0000895 | 00 | ALPHABET SHOP | | | | | | |
| | | | | | | VENDOR TOTAL * | 27.50 | |
| 9999999 | 00 | AMIN, CHHAYA ANIL | | | | | | |
| 166975-51800 | SW659 | | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 1347-3 KINGSBRY | 24.17 | |
| | | | | | | VENDOR TOTAL * | 24.17 | |
| 0005845 | 00 | AMPAC | | | | | | |
| 11-611 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 675.00 | |
| | | | | | | VENDOR TOTAL * | 675.00 | |
| 0005393 | 00 | AMSAN | | | | | | |
| 295569016 | SW659 | | 00 | 10/08/2013 | 001-0640-416.02-28 | GUM REMOVER | 65.76 | |
| 294968227 | SW659 | | 00 | 10/08/2013 | 001-0640-416.02-28 | RAGS | 80.20 | |
| 296063993 | SW659 | | 00 | 10/08/2013 | 001-0640-416.02-28 | FLOOR FINISH | 276.40 | |
| 296350028 | SW659 | | 00 | 10/08/2013 | 050-5050-473.02-28 | DEODORIZER BLOCKS | 147.78 | |
| | | | | | | VENDOR TOTAL * | 570.14 | |
| 0023012 | 00 | ANDRES MEDICAL BILLING, LTD | | | | | | |
| 131886 | SW659 | | 00 | 10/14/2013 | 001-0000-323.12-00 | 9/13 AMB BILLING CHARGES | 2,169.32 | |
| 131886 | SW659 | | 00 | 10/14/2013 | 001-0000-323.12-01 | 9/13 AMB BILLING CHARGES | 1.00 | |
| | | | | | | VENDOR TOTAL * | 2,170.32 | |
| 0000162 | 00 | ANIMAL TRACKERS WILDLIFE COMPANY | | | | | | |
| 2013-405 | SW659 | | 00 | 10/08/2013 | 001-0630-416.03-35 | HORNET NEST REMOVAL | 150.00 | |
| | | | | | | VENDOR TOTAL * | 150.00 | |
| 9999999 | 00 | APOLLO MANAGEMENT INC | | | | | | |
| 162995-16640 | SW659 | | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 1515 CELEBRITY | 24.76 | |
| | | | | | | VENDOR TOTAL * | 24.76 | |
| 0005386 | 00 | ARC DISPOSAL-REPUBLIC SVC #551 | | | | | | |
| 10429045 | SW659 | | 00 | 10/08/2013 | 035-0000-461.03-51 | GREENBROOK/TANGLEWOOD | 903.35 | |
| | | | | | | VENDOR TOTAL * | 903.35 | |
| 0003698 | 00 | ARCO MECHANICAL EQUIPMENT SALES | | | | | | |
| 13366 | SW659 | | 00 | 10/08/2013 | 001-0640-416.03-36 | CALIBRATE-GAS DET SENSORS | 1,650.00 | |
| | | | | | | VENDOR TOTAL * | 1,650.00 | |
| 0001282 | 00 | ARTISTIC ENGRAVING | | | | | | |
| 7426 | SW659 | | 00 | 10/14/2013 | 001-0720-420.02-31 | FF BADGES | 621.00 | |
| | | | | | | VENDOR TOTAL * | 621.00 | |
| 0028717 | 00 | AUTO TRUCK GROUP | | | | | | |
| 1171850 | SW659 | | 00 | 10/08/2013 | 001-0650-416.02-22 | POLICE SUV K9 INSERT-#175 | 1,884.00 | |
| 1180158 | SW659 | | 00 | 10/08/2013 | 001-0650-416.02-22 | WARNING LIGHT-#188 | 92.00 | |
| 1169940 | SW659 | | 00 | 10/08/2013 | 001-0650-416.02-22 | CONSOLE, MOUNT-#165 | 874.00 | |
| 1178814 | SW659 | | 00 | 10/08/2013 | 001-0650-416.02-22 | COMPUTER MOUNT-#166 | 836.00 | |
| 1181486 | SW659 | | 00 | 10/14/2013 | 001-0650-416.02-22 | WARNING LIGHTS-#185 | 196.00 | |
| | | | | | | VENDOR TOTAL * | 3,882.00 | |
| 0001421 | 00 | AVALON PETROLEUM COMPANY | | | | | | |

| VEND NO | SEQ# | VENDOR NAME | | | | | | | EFT, EPAY OR |
|---------------|---------|-------------------------------|-----|------------|--------------------|--------------------------|-----------|-------------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND-ISSUED | |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT | |
| 0001421 | 00 | AVALON PETROLEUM COMPANY | | | | | | | |
| 551152 | | SW659 | 00 | 10/08/2013 | 001-0000-141.03-00 | REGULAR GASOLINE | 15,262.60 | | |
| 014391 | | SW659 | 00 | 10/08/2013 | 001-0000-141.03-00 | BIO-DIESEL FUEL | 5,094.60 | | |
| | | | | | | VENDOR TOTAL * | 20,357.20 | | |
| 9999999 | 00 | BARRERA, AURELIO | | | | | | | |
| 129670-60820 | | SW659 | 00 | 10/07/2013 | 050-0000-202.01-00 | WATER REF 1731 MCCORMICK | 7.93 | | |
| | | | | | | VENDOR TOTAL * | 7.93 | | |
| 0001779 | 00 | BEHM PAVEMENT MAINTENANCE INC | | | | | | | |
| 103147 | | SW659 140077 | 00 | 10/03/2013 | 011-0000-442.03-35 | 2013 CRACK SEALING PGM | 32,659.20 | | |
| | | | | | | VENDOR TOTAL * | 32,659.20 | | |
| 0023019 | 00 | BIGFOOT PEST CONTROL | | | | | | | |
| 37349 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | PEST CONTROL-PW/VH | 116.00 | | |
| 37347 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | PEST CONTROL-PD | 175.00 | | |
| 37348 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | PEST CONTROL-FIRE | 94.00 | | |
| | | | | | | VENDOR TOTAL * | 385.00 | | |
| 9999999 | 00 | BROKEROCCITY, INC | | | | | | | |
| 166615-100320 | | SW659 | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 6324 FREMONT | 37.50 | | |
| | | | | | | VENDOR TOTAL * | 37.50 | | |
| 0005832 | 00 | BSI CONSULTING INC | | | | | | | |
| 836 | | SW659 | 00 | 10/08/2013 | 031-0000-466.13-31 | AS400 MIGRATION SUPPORT | 300.00 | | |
| | | | | | | VENDOR TOTAL * | 300.00 | | |
| 0002934 | 00 | CAROL STREAM LAWN & POWER | | | | | | | |
| 326224 | | SW659 | 00 | 10/08/2013 | 001-0630-416.02-29 | MOWER PARTS | 80.47 | | |
| 326383 | | SW659 | 00 | 10/08/2013 | 001-0630-416.02-29 | STRING TRIMMER PARTS | 112.02 | | |
| | | | | | | VENDOR TOTAL * | 192.49 | | |
| 0002899 | 00 | CARQUEST AUTO PARTS | | | | | | | |
| 441015 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 14.61 | | |
| 444305 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 18.87 | | |
| 444359 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 7.26 | | |
| 446445 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 15.60 | | |
| 446459 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-27 | MISC SUPPLIES | 30.76 | | |
| 446544 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 194.59 | | |
| 455603 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS-#182 | 22.38 | | |
| 455666 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 7.68 | | |
| 455667 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 7.68 | | |
| 455684 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | RETURN CREDIT | 216.01- | | |
| 455729 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 3.73 | | |
| 445864 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 35.66 | | |
| 455946 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 4.35 | | |
| 455947 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 13.05 | | |
| 455965 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS-#188 | 6.31 | | |
| 456204 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 27.96 | | |
| 456230 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 28.47 | | |

| VEND NO | SEQ# | VENDOR NAME | | | | | | EFT, EPAY OR |
|-------------|---------|------------------------------|--------|---------------|--------------------|---------------------------|----------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND- ISSUED |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT |
| 0002899 | 00 | CARQUEST AUTO PARTS | | | | | | |
| 456391 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 28.56 | |
| 456398 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 5.57 | |
| 456399 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-27 | MISC SUPPLIES | 2.77 | |
| 456425 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 165.79 | |
| 456602 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 16.68 | |
| 456802 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 20.98 | |
| 456813 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 111.52 | |
| 456855 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-27 | MISC SUPPLIES | 31.60 | |
| 457229 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | AUTO PARTS | 5.15 | |
| | | | | | | VENDOR TOTAL * | 611.57 | |
| 0005838 | 00 | CARRILLO, ROJELIO | | | | | | |
| | | SW659 | 00 | 10/08/2013 | 001-0000-207.13-00 | REF ESCROW-1617 SYCAMORE | 1,000.00 | |
| | | | | | | VENDOR TOTAL * | 1,000.00 | |
| 0028417 | 00 | CASE LOTS INC | | | | | | |
| 51501 | | SW659 | 00 | 10/08/2013 | 001-0640-416.02-28 | TIME MISTER DISPENSERS | 67.80 | |
| 51095 | | SW659 | 00 | 10/08/2013 | 001-0640-416.02-28 | TISSUES | 117.60 | |
| 51098 | | SW659 | 00 | 10/08/2013 | 001-0720-420.02-28 | STATION SUPPLIES | 376.50 | |
| 51574 | | SW659 | 00 | 10/15/2013 | 001-0720-420.02-28 | STATION SUPPLIES | 352.65 | |
| | | | | | | VENDOR TOTAL * | 914.55 | |
| 0002322 | 00 | CERTIFIED FLEET SERVICES INC | | | | | | |
| R15926 | | SW659 | 00 | 10/08/2013 | 001-0650-416.03-31 | PUMP TEST/INSPECTION-#371 | 1,150.00 | |
| R15927 | | SW659 | 00 | 10/14/2013 | 001-0650-416.03-31 | AERIAL LADDER REPAIR-#371 | 3,749.94 | |
| | | | | | | VENDOR TOTAL * | 4,899.94 | |
| 0004883 | 00 | CHICAGO PARTS & SOUND LLC | | | | | | |
| 545845 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | BATTERIES,BRAKE PARTS | 358.18 | |
| 546081 | | SW659 | 00 | 10/14/2013 | 001-0650-416.02-22 | CORE RETURN | 36.00- | |
| | | | | | | VENDOR TOTAL * | 322.18 | |
| 0005846 | 00 | CHICAGOLAND PLUMBING & SEWER | | | | | | |
| 13-729 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0005701 | 00 | CH2MHILL ENGINEERS INC | | | | | | |
| 38113025765 | | SW659 | 00 | 10/08/2013 | 010-0000-441.13-22 | TRAFFIC FEASIBILITY STUDY | 9,978.15 | |
| | | | | | | VENDOR TOTAL * | 9,978.15 | |
| 0028554 | 00 | CINTAS #22 | | | | | | |
| 22643121 | | SW659 | 00 | 10/14/2013 | 001-0620-431.02-31 | REPLACEMENT UNIFORMS | 655.00 | |
| 22643121 | | SW659 | 00 | 10/14/2013 | 001-0630-416.02-31 | REPLACEMENT UNIFORMS | 200.01 | |
| 22615009 | | SW659 | 140005 | 00 08/07/2013 | 001-0650-416.03-68 | UNIFORM SERVICE-FLEET | 78.65 | |
| 22636850 | | SW659 | 140005 | 00 09/25/2013 | 001-0650-416.03-68 | UNIFORM SERVICE-FLEET | 78.65 | |
| 22639968 | | SW659 | 140005 | 00 10/02/2013 | 001-0650-416.03-68 | UNIFORM RENTAL-FLEET | 78.65 | |
| 22643120 | | SW659 | 140005 | 00 10/09/2013 | 001-0650-416.03-68 | UNIFORM RENTAL-FLEET | 78.65 | |
| 22643122 | | SW659 | 140005 | 00 10/09/2013 | 001-0650-416.02-31 | UNIFORM SHIRTS | 230.95 | |
| 22615009 | | SW659 | 140005 | 00 08/07/2013 | 050-5050-473.03-68 | UNIFORM SERVICE-WASTEWATR | 58.41 | |

| VEND NO | SEQ# | VENDOR NAME | | | | | | | EFT, EPAY OR HAND- ISSUED AMOUNT |
|----------------|---------------|---------------------------|-----|-------------------|--------------------|---------------------------|-----------------|--|--|
| INVOICE NO | VOUCHER NO | P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | | |
| 0028554 | 00 | CINTAS #22 | | | | | | | |
| 22627483 | | SW659 140005 | 00 | 09/04/2013 | 050-5050-473.03-68 | UNIFORM SERVICE-WASTEWATR | 58.41 | | |
| 22630593 | | SW659 140005 | 00 | 09/11/2013 | 050-5050-473.03-68 | UNIFORM SERVICE-WASTEWATR | 58.41 | | |
| 22633733 | | SW659 140005 | 00 | 09/18/2013 | 050-5050-473.03-68 | UNIFORM SERVICE-WASTEWATR | 58.41 | | |
| VENDOR TOTAL * | | | | | | | 1,634.20 | | |
| 0002095 | 00 | CINTAS CORP | | | | | | | |
| 8400455100 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | FIRST AID CABINET MAINT | 27.23 | | |
| 8400455026 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | FIRST AID CABINET MAINT | 115.98 | | |
| 8400455102 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | FIRST AID CABINET MAINT | 70.02 | | |
| 8400455140 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | FIRST AID CABINET MAINT | 93.47 | | |
| 8400455101 | | SW659 | 00 | 10/08/2013 | 001-0640-416.03-36 | FIRST AID CABINET MAINT | 53.38 | | |
| VENDOR TOTAL * | | | | | | | 360.08 | | |
| 0004372 | 00 | CLARK BAIRD SMITH LLP | | | | | | | |
| 3777 | | SW659 | 00 | 10/15/2013 | 001-0550-415.03-62 | 9/13 LEGAL SERV-EMP/LABOR | 6,808.75 | | |
| VENDOR TOTAL * | | | | | | | 6,808.75 | | |
| 0004574 | 00 | CLAUSS BROTHERS INC | | | | | | | |
| 23628 | | SW659 140006 | 00 | 09/30/2013 | 001-0630-416.03-35 | 9/13 LAWN MAINT-LAKE ST | 650.75 | | |
| 23628 | | SW659 140007 | 00 | 09/30/2013 | 001-0630-416.03-35 | 9/13 LAWN MAINT-BARRINGTN | 566.25 | | |
| 23628 | | SW659 140008 | 00 | 09/30/2013 | 001-0630-416.03-35 | 9/13 LAWN MAINT-ONT PARK | 217.50 | | |
| VENDOR TOTAL * | | | | | | | 1,434.50 | | |
| 0026384 | 00 | CLIFFORD-WALD | | | | | | | |
| 79770 | | SW659 140075 | 00 | 09/25/2013 | 001-0660-416.03-36 | ANNUAL MAINT-KIP COPIER | 1,260.00 | | |
| VENDOR TOTAL * | | | | | | | 1,260.00 | | |
| 0700778 | 00 | COLLEGE OF DUPAGE | | | | | | | |
| 138352 | | SW659 | 00 | 10/08/2013 | 001-0820-421.03-71 | TRAINING-LAUER | 50.00 | | |
| 1329752 | | SW659 | 00 | 10/08/2013 | 001-0820-421.03-71 | TRAINING-GONZALEZ | 50.00 | | |
| VENDOR TOTAL * | | | | | | | 100.00 | | |
| 0003685 | 00 | COLUMBIA PIPE & SUPPLY CO | | | | | | | |
| 1129627 | | SW659 | 00 | 10/08/2013 | 001-0650-416.02-22 | PIPE CONNECTORS-#365 | 244.17 | | |
| VENDOR TOTAL * | | | | | | | 244.17 | | |
| 0003479 | 00 | COM ED | | | | | | | |
| 0303064208 | | SW659 | 00 | 10/08/2013 | 001-0550-415.03-13 | 8/26-9/25 BARRINGTON SIGN | 114.74 | | |
| 7587125092 | | SW659 | 00 | 10/08/2013 | 050-5020-472.03-13 | 8/26-9/25 CENTRAL | 61.72 | | |
| 2739065057 | | SW659 | 00 | 10/08/2013 | 050-5020-472.03-13 | 8/26-9/25 HARTMANN | 55.22 | | |
| 1890092011 | | SW659 | 00 | 10/08/2013 | 050-5050-473.03-13 | 9/3-10/2 POND AERATORS | 290.25 | | |
| 3507062010 | | SW659 | 00 | 10/08/2013 | 050-5050-473.03-13 | 8/26-9/25 TURNBERRY | 129.88 | | |
| 0275090072 | | SW659 | 00 | 10/08/2013 | 050-5050-473.03-13 | 8/26-9/25 WESTVIEW | 71.96 | | |
| 5939030006 | | SW659 | 00 | 10/08/2013 | 050-5050-473.03-13 | 8/26-9/25 KINGSBURY | 103.89 | | |
| 6467010006 | | SW659 | 00 | 10/08/2013 | 050-5050-473.03-13 | 8/26-9/25 NORTHWAY | 78.17 | | |
| 5703015039 | | SW659 | 00 | 10/14/2013 | 050-5050-473.03-13 | 9/4-10/3 SAVANNAH | 70.17 | | |
| 7662262005 | | SW659 | 00 | 10/14/2013 | 051-0000-478.03-13 | 9/6-10/7 TRAIN STATION | 890.91 | | |
| VENDOR TOTAL * | | | | | | | 1,866.91 | | |
| 0003480 | 00 | COM ED | | | | | | | |

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT, EPAY OR |
|------------|---------|-------------------------------|-----|------------|--------------------|---------------------------|-----------|--------------|
| INVOICE | VOUCHER | P.O. | | DATE | NO | DESCRIPTION | AMOUNT | HAND-ISSUED |
| NO | NO | NO | | | | | | AMOUNT |
| 0003480 | 00 | COM ED | | | | | | |
| 6933095059 | | SW659 | 00 | 10/08/2013 | 011-0000-442.03-15 | 8/16-9/17 STREETLIGHTS | 741.16 | |
| 0091041048 | | SW659 | 00 | 10/14/2013 | 050-5020-472.03-13 | 8/2-9/3 MORTON TOWER | 46.75 | |
| | | | | | | VENDOR TOTAL * | 787.91 | |
| 0003724 | 00 | COMMUNICATIONS DIRECT | | | | | | |
| 122268 | | SW659 | 00 | 10/08/2013 | 001-0720-420.02-23 | BATTERIES | 162.58 | |
| | | | | | | VENDOR TOTAL * | 162.58 | |
| 0005730 | 00 | COMMUNITY FORESTRY CONSULTING | | | | | | |
| 4 | | SW659 140065 | 00 | 10/02/2013 | 035-0000-461.13-22 | DEVELOP BID DOCUMENTS | 450.00 | |
| 5 | | SW659 140065 | 00 | 10/02/2013 | 035-0000-461.13-22 | DEVELOP BID DOCUMENTS | 702.00 | |
| | | | | | | VENDOR TOTAL * | 1,152.00 | |
| 0002480 | 00 | COMPLETE BUILDING MAINTENANCE | | | | | | |
| 12-1032 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 1,405.00 | |
| | | | | | | VENDOR TOTAL * | 1,405.00 | |
| 0005589 | 00 | CONRAD POLYGRAPH INC | | | | | | |
| 1131 | | SW659 | 00 | 10/08/2013 | 001-0440-414.03-61 | APPLICANT LD EXAM-2 PD | 320.00 | |
| | | | | | | VENDOR TOTAL * | 320.00 | |
| 0005407 | 00 | CONSTELLATION NEW ENERGY INC | | | | | | |
| 18HRW9R | | SW659 | 00 | 10/08/2013 | 011-0000-442.03-15 | 8/7-9/6 STREETLIGHTS | 265.02 | |
| 18HRWAP | | SW659 | 00 | 10/08/2013 | 011-0000-442.03-15 | 8/8-9/5 STREETLIGHTS | 151.38 | |
| 18HRW93 | | SW659 | 00 | 10/08/2013 | 011-0000-442.03-15 | 8/7-9/5 STREETLIGHTS | 2,437.26 | |
| 1EI2652 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-13 | 8/26-9/24 EVERGREEN | 1,071.87 | |
| 1EI2807 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-13 | 8/26-9/24 WELL #5 | 391.15 | |
| 1EI2495 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-13 | 8/26-9/24 WELL #4 | 1,560.90 | |
| 1EI2145 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-13 | 8/26-9/24 LONGMEADOW | 1,716.86 | |
| 1EI2570 | | SW659 | 00 | 10/09/2013 | 050-5050-473.03-13 | 8/26-9/24 BAYSIDE | 639.55 | |
| 1EI2368 | | SW659 | 00 | 10/09/2013 | 050-5050-473.03-13 | 8/26-9/24 STP1 | 8,723.85 | |
| 1EI2303 | | SW659 | 00 | 10/09/2013 | 050-5050-473.03-13 | 8/26-9/24 COUNTY FARM | 128.68 | |
| 1EI2442 | | SW659 | 00 | 10/09/2013 | 050-5050-473.03-13 | 8/26-9/24 PLUM TREE | 146.19 | |
| | | | | | | VENDOR TOTAL * | 17,232.71 | |
| 0950519 | 00 | CONTINENTAL WEATHER SERVICE | | | | | | |
| 13259 | | SW659 140011 | 00 | 10/01/2013 | 001-0620-431.03-35 | 10/13 WEATHER FORECASTING | 150.00 | |
| | | | | | | VENDOR TOTAL * | 150.00 | |
| 0003997 | 00 | COOK COUNTY RECORDER OF DEEDS | | | | | | |
| 240083113 | | SW659 | 00 | 10/09/2013 | 001-0120-411.03-70 | DOCUMENT RECORDING | 52.00 | |
| | | | | | | VENDOR TOTAL * | 52.00 | |
| 0003634 | 00 | CORPORATE BUSINESS CARDS | | | | | | |
| 190867 | | SW659 | 00 | 10/14/2013 | 001-0920-419.03-70 | BUSINESS CARDS | 59.22 | |
| | | | | | | VENDOR TOTAL * | 59.22 | |
| 0003666 | 00 | CORRAL, EIRA L | | | | | | |
| | | SW659 | 00 | 10/14/2013 | 001-0110-411.03-73 | PARADE CANDY | 185.40 | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|-------------------------------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0003666 | 00 | CORRAL, EIRA L | | | | | |
| | | SW659 | 00 10/14/2013 | 001-0160-411.03-91 | CIDC TRAINING MATERIALS | 154.44 | |
| | | SW659 | 00 10/14/2013 | 001-0160-411.03-91 | CIDC TRAINING MATERIALS | 28.55- | |
| | | | | | VENDOR TOTAL * | 311.29 | |
| 0005847 13-897 | 00 | COUNTYWIDE LANDSCAPING | | | | | |
| | | SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 250.00 | |
| | | | | | VENDOR TOTAL * | 250.00 | |
| 0027901 | 00 | CRIME ANALYSTS OF IL ASSN | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0830-421.03-71 | TRAINING-CARLSON | 150.00 | |
| | | | | | VENDOR TOTAL * | 150.00 | |
| 0001148 10042 | 00 | CROWN TROPHY #116 | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0920-419.03-70 | NAME BADGE-SHUBHRA GOVIND | 6.00 | |
| | | | | | VENDOR TOTAL * | 6.00 | |
| 0001757 A5841 | 00 | CURRIE MOTORS | | | | | |
| | | SW659 140086 | 00 09/30/2013 | 061-6110-485.13-42 | 2013 CHEVY TAHOE-#163 | 31,832.00 | |
| | | | | | VENDOR TOTAL * | 31,832.00 | |
| 0004722 | 00 | DOSSEY, JOHN | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0820-421.03-71 | PER DIEM | 295.12 | |
| | | | | | VENDOR TOTAL * | 295.12 | |
| 0004763 1879384 | 00 | DREISILKER ELECTRIC MOTORS INC | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0640-416.02-29 | EXHAUST FAN MOTOR | 153.56 | |
| | | | | | VENDOR TOTAL * | 153.56 | |
| 0004852 356-19074 | 00 | DUPAGE COUNTY ANIMAL CARE & CONTROL | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0850-421.03-61 | 8/13 KENNEL SERVICES | 380.00 | |
| | | | | | VENDOR TOTAL * | 380.00 | |
| 0004949 7638 | 00 | DUPAGE MAYORS & MANAGERS CONFERENCE | | | | | |
| | | SW659 | 00 10/09/2013 | 001-0410-414.03-71 | MEETING-MALLER | 40.00 | |
| | | | | | VENDOR TOTAL * | 40.00 | |
| 0005218 1308080 | 00 | ELMUND & NELSON CO | | | | | |
| | | SW659 | 00 10/09/2013 | 051-0000-478.03-34 | LIGHT REPAIR-COMM LOT | 301.73 | |
| | | | | | VENDOR TOTAL * | 301.73 | |
| 0004137 13-934 | 00 | ENVY HOME SERVICES | | | | | |
| | | SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0005840 13-773 | 00 | EVERLAST BLACKTOP INC | | | | | |
| | | SW659 | 00 10/14/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 1,040.00 | |
| | | | | | VENDOR TOTAL * | 1,040.00 | |
| 0600132 | 00 | EXAMINER PUBLICATIONS | | | | | |

| VEND NO | SEQ# | VENDOR NAME | | | | | | EFT, EPAY OR |
|--------------|---------|----------------------------|--------|---------------|--------------------|---------------------------|----------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND- ISSUED |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT |
| 0600132 | 00 | EXAMINER PUBLICATIONS | | | | | | |
| 31888 | | SW659 | 00 | 10/15/2013 | 001-0810-421.03-99 | AD-PUBLIC AUCTION NOTICE | 31.00 | |
| | | | | | | VENDOR TOTAL * | 31.00 | |
| 0005841 | 00 | FED EX | | | | | | |
| 241282408 | | SW659 | 00 | 10/09/2013 | 001-0440-414.03-12 | IL DEPT LABOR | 20.04 | |
| | | | | | | VENDOR TOTAL * | 20.04 | |
| 9999999 | 00 | FEKETE, CANDACE MARIE | | | | | | |
| 150510-22810 | | SW659 | 00 | 10/01/2013 | 050-0000-202.01-00 | WATER REF 5643 CT MARIA | 10.85 | |
| | | | | | | VENDOR TOTAL * | 10.85 | |
| 0023064 | 00 | FIRE ENGINEERING | | | | | | |
| 336059 | | SW659 | 00 | 10/14/2013 | 001-0710-420.02-13 | SUBSCRIPTION-ZACCARD | 48.00 | |
| 537993 | | SW659 | 00 | 10/14/2013 | 001-0710-420.02-13 | SUBSCRIPTION-FORS | 48.00 | |
| | | | | | | VENDOR TOTAL * | 96.00 | |
| 0028394 | 00 | FIREGROUND SUPPLY INC | | | | | | |
| 11583 | | SW659 | 00 | 10/14/2013 | 001-0710-420.02-31 | UNIFORMS | 105.00 | |
| 11537 | | SW659 | 140013 | 00 09/24/2013 | 001-0720-420.02-31 | UNIFORMS-FIRE DEPT | 943.45 | |
| 11568 | | SW659 | 140013 | 00 10/01/2013 | 001-0720-420.02-31 | UNIFORMS-FIRE DEPT | 109.95 | |
| 11583 | | SW659 | 140013 | 00 10/08/2013 | 001-0720-420.02-31 | UNIFORMS-FIRE DEPT | 821.05 | |
| 11583 | | SW659 | 00 | 10/14/2013 | 001-0720-420.03-78 | UNIFORMS | 42.50 | |
| | | | | | | VENDOR TOTAL * | 2,021.95 | |
| 0028233 | 00 | FIRST ADVANTAGE SBS | | | | | | |
| 272525 | | SW659 | 00 | 10/09/2013 | 001-0440-414.03-61 | APPLICANT BACKGROUND FEES | 2,702.00 | |
| | | | | | | VENDOR TOTAL * | 2,702.00 | |
| 9999999 | 00 | FIVE TEN ILLINOIS LLC | | | | | | |
| 167570-7780 | | SW659 | 00 | 10/01/2013 | 050-0000-202.01-00 | WATER REF 5879 BEVERLY | 16.67 | |
| | | | | | | VENDOR TOTAL * | 16.67 | |
| 0001314 | 00 | FOUR SEASONS HEATING & A/C | | | | | | |
| 13-805 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| 13-839 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 200.00 | |
| 0006352 | 00 | FRIENDLY FORD | | | | | | |
| 177115 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | AUTO PARTS | 116.04 | |
| 177140 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | AUTO PARTS-#384 | 235.96 | |
| 177686 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | RETURN CREDIT | 75.00- | |
| 177685 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | RETURN CREDIT | 225.00- | |
| 177690 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | RETURN CREDIT | 13.52- | |
| 177694 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | RETURN CREDIT | 7.82- | |
| 177693 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | RETURN CREDIT | 7.76- | |
| 177784 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | AUTO PARTS | 204.22 | |
| 177956 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | AUTO PARTS-#169 | 68.70 | |
| | | | | | | VENDOR TOTAL * | 295.82 | |
| 0006458 | 00 | FULTON TECHNOLOGIES INC | | | | | | |

| VEND NO | SEQ# | VENDOR NAME | | | | | | EFT, EPAY OR |
|------------|---------|-----------------------------|-----|------------|--------------------|---------------------------|----------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND-ISSUED |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT |
| 0006458 | 00 | FULTON TECHNOLOGIES INC | | | | | | |
| U20130823 | SW659 | | 00 | 10/15/2013 | 001-0860-421.03-37 | WARNING SIREN REPAIR | 2,112.65 | |
| | | | | | | VENDOR TOTAL * | 2,112.65 | |
| 0005848 | 00 | G & JA PAVING | | | | | | |
| 13-858 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0003735 | 00 | GATSO USA | | | | | | |
| 2013-162 | SW659 | | 00 | 10/09/2013 | 001-0000-227.02-00 | 9/13 RED LIGHT CAMERA PMT | 6,000.00 | |
| | | | | | | VENDOR TOTAL * | 6,000.00 | |
| 0007123 | 00 | GRAINGER | | | | | | |
| 9254047153 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 16.17 | |
| 9252256244 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 47.12 | |
| 9252946711 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 43.70 | |
| 9225923110 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 205.78 | |
| 9234812908 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 226.82 | |
| 9232149030 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 181.34 | |
| 9232149014 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 193.86 | |
| 9225830612 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | MISC SUPPLIES | 10.63 | |
| 9245196887 | SW659 | 140085 | 00 | 09/17/2013 | 001-0640-416.02-27 | BULB RECYCLER | 3,700.87 | |
| 9245764155 | SW659 | 140085 | 00 | 09/17/2013 | 001-0640-416.02-27 | CARBON STEEL DRUM | 79.03 | |
| 9251940210 | SW659 | 140085 | 00 | 09/24/2013 | 001-0640-416.02-27 | T-5 ATTACHMENT | 69.43 | |
| 9253241831 | SW659 | 140085 | 00 | 09/25/2013 | 001-0640-416.02-27 | CARBON STEEL DRUM | 79.03 | |
| 9245196861 | SW659 | 140016 | 00 | 09/17/2013 | 050-5050-473.02-27 | MISC SUPPLIES | 43.20 | |
| 9253241849 | SW659 | 140016 | 00 | 09/25/2013 | 050-5050-473.02-27 | MISC SUPPLIES | 182.93 | |
| 9256924581 | SW659 | 140016 | 00 | 10/01/2013 | 050-5050-473.02-27 | MISC SUPPLIES | 55.20 | |
| | | | | | | VENDOR TOTAL * | 5,135.11 | |
| 0007195 | 00 | GRAYBAR | | | | | | |
| 968667137 | SW659 | | 00 | 10/09/2013 | 001-0640-416.02-27 | ELECTRICAL BALLASTS-FH#1 | 732.60 | |
| | | | | | | VENDOR TOTAL * | 732.60 | |
| 0005739 | 00 | GREEN HOUSE CONTRACTORS INC | | | | | | |
| 13-635 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| 13-548 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| 13-602 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| 13-633 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| 13-634 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 500.00 | |
| 0005486 | 00 | GREG L CONSTRUCTION | | | | | | |
| 13-886 | SW659 | | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 110.00 | |
| | | | | | | VENDOR TOTAL * | 110.00 | |
| 0027597 | 00 | GROOT INDUSTRIES | | | | | | |
| 9612195 | SW659 | | 00 | 10/15/2013 | 014-0000-446.03-51 | SSA#4 WASTE REMOVAL | 1,364.77 | |
| | | | | | | VENDOR TOTAL * | 1,364.77 | |
| 0027764 | 00 | GROOT INDUSTRIES INC | | | | | | |

Village of Hanover Park

| VEND NO | SEQ# | VENDOR NAME | | | | | | EFT, EPAY OR |
|--------------|---------|----------------------------------|-----|------------|--------------------|---------------------------|----------|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | HAND- ISSUED |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | AMOUNT |
| 0027764 | 00 | GROOT INDUSTRIES INC | | | | | | |
| CR7776 | | SW659 | 00 | 10/09/2013 | 001-0620-431.03-35 | DEBRIS DUMP FEES | 208.00 | |
| | | | | | | VENDOR TOTAL * | 208.00 | |
| 9999999 | 00 | GROSSINGER, ROSE | | | | | | |
| 155370-46020 | | SW659 | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 900 IRVING PARK | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 0000319 | 00 | HAIGH, CRAIG | | | | | | |
| | | SW659 | 00 | 10/09/2013 | 001-0720-420.03-71 | REIMB-LUNCH MEETING | 54.34 | |
| | | | | | | VENDOR TOTAL * | 54.34 | |
| 0007785 | 00 | HANOVER PARK CHAMBER OF COMMERCE | | | | | | |
| | | SW659 | 00 | 10/09/2013 | 001-0920-419.03-71 | MEETING-GOVIND, BOWMAN | 50.00 | |
| | | | | | | VENDOR TOTAL * | 50.00 | |
| 9999999 | 00 | HANSEN, ESTHER A | | | | | | |
| 169315-23670 | | SW659 | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 1388 CT TIBURON | 37.68 | |
| | | | | | | VENDOR TOTAL * | 37.68 | |
| 0008032 | 00 | HAVEY COMMUNICATIONS | | | | | | |
| 2959 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | GUN LOCK PARTS, MOUNT | 97.45 | |
| 2976 | | SW659 | 00 | 10/09/2013 | 001-0650-416.02-22 | SPOTLIGHT-#185 | 311.85 | |
| | | | | | | VENDOR TOTAL * | 409.30 | |
| 0018035 | 00 | HD SUPPLY WATERWORKS | | | | | | |
| B538603 | | SW659 | 00 | 10/14/2013 | 050-5030-472.02-27 | WATERMAIN REPAIR CLAMPS | 587.48 | |
| B308751 | | SW659 | 00 | 10/14/2013 | 050-5060-473.02-27 | 16" DUCTILE IRON PIPE | 4,962.92 | |
| | | | | | | VENDOR TOTAL * | 5,550.40 | |
| 0026066 | 00 | HELP/SYSTEMS - IL, LLC | | | | | | |
| 587872 | | SW659 140093 | 00 | 09/23/2013 | 031-0000-466.13-31 | HARDWARE CHANGE FEE | 345.00 | |
| | | | | | | VENDOR TOTAL * | 345.00 | |
| 0002554 | 00 | H2O AUTO SPA INC | | | | | | |
| | | SW659 | 00 | 10/14/2013 | 001-0650-416.03-31 | 9/13 POLICE CAR WASHES | 114.00 | |
| | | | | | | VENDOR TOTAL * | 114.00 | |
| 0025898 | 00 | IACE | | | | | | |
| | | SW659 | 00 | 10/14/2013 | 001-0870-421.03-71 | MEETING-CODE ENF (5) | 175.00 | |
| | | | | | | VENDOR TOTAL * | 175.00 | |
| 0003239 | 00 | IL ASSN OF WASTEWATER AGENCIES | | | | | | |
| 3027 | | SW659 | 00 | 10/14/2013 | 050-5050-473.02-13 | ANNUAL AGENCY MEMBER DUES | 1,144.00 | |
| | | | | | | VENDOR TOTAL * | 1,144.00 | |
| 0023097 | 00 | IL FIRE INSPECTORS ASSOCIATION | | | | | | |
| 15479 | | SW659 | 00 | 10/15/2013 | 001-0730-420.03-71 | TRAINING-B/C HESS | 190.00 | |
| 15478 | | SW659 | 00 | 10/15/2013 | 001-0730-420.03-71 | TRAINING-B/C HESS | 95.00 | |
| | | | | | | VENDOR TOTAL * | 285.00 | |
| 0003379 | 00 | IL STATE TREASURER | | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND- ISSUED AMOUNT |
|--------------------------|-----------------------|-----------------------------------|--------------------------|--------------------|-------------------------|-----------------|--|
| 0003379 | 00 | IL STATE TREASURER | | | | | |
| | | SW659 | 00 10/15/2013 | 001-0000-202.07-00 | UNCLAIMED PROPERTY | 1,085.00 | |
| | | SW659 | 00 10/15/2013 | 050-0000-202.07-00 | UNCLAIMED PROPERTY | 154.26 | |
| | | | | | VENDOR TOTAL * | 1,239.26 | |
| 0026840 | 00 | IL TACTICAL OFFICERS ASSN | | | | | |
| 1057 | | SW659 | 00 10/14/2013 | 001-0820-421.03-71 | TRAINING-KOSARTES | 295.00 | |
| 1057 | | SW659 | 00 10/14/2013 | 001-0820-421.03-71 | TRAINING-MCDONNELL | 295.00 | |
| 1057 | | SW659 | 00 10/14/2013 | 001-0820-421.03-71 | TRAINING-WEIL | 295.00 | |
| | | | | | VENDOR TOTAL * | 885.00 | |
| 0005834 | 00 | INSULATION PLUS | | | | | |
| 285442 | | SW659 | 00 10/09/2013 | 001-0640-416.02-27 | SEALANT-PD | 45.80 | |
| | | | | | VENDOR TOTAL * | 45.80 | |
| 0600313 | 00 | INTERGOVERNMENTAL RISK MANAGEMENT | | | | | |
| HANOVER PARK | | SW659 | 00 10/09/2013 | 001-0550-415.03-21 | 8/13 DEDUCTIBLE | 4,434.05 | |
| HANOVER PARK | | SW659 | 00 10/09/2013 | 050-5010-471.03-21 | 8/13 DEDUCTIBLE | 32.50 | |
| | | | | | VENDOR TOTAL * | 4,466.55 | |
| 0023103 | 00 | INTERSTATE BATTERIES | | | | | |
| 1903701008654 | | SW659 | 00 10/09/2013 | 001-0650-416.02-27 | BATTERIES | 8.40 | |
| 1903701008614 | | SW659 | 00 10/09/2013 | 001-0650-416.02-29 | BATTERY-FIRE LIGHTS | 56.85 | |
| 1903701008189 | | SW659 | 00 10/14/2013 | 001-0650-416.02-29 | BATTERY-FIRE LIGHTS | 107.80 | |
| 90100670 | | SW659 | 00 10/14/2013 | 001-0650-416.02-22 | BATTERY-SQUAD | 96.85 | |
| | | | | | VENDOR TOTAL * | 269.90 | |
| 0009613 | 00 | IPMA-HR | | | | | |
| 24195207 | | SW659 | 00 10/14/2013 | 001-0440-414.02-13 | MEMBERSHIP DUES-HR | 379.00 | |
| | | | | | VENDOR TOTAL * | 379.00 | |
| 0004300 | 00 | IT SOLUTIONS | | | | | |
| 2814 | | SW659 | 00 10/09/2013 | 031-0000-466.13-31 | AS400 INSTALLATION SERV | 4,500.00 | |
| | | | | | VENDOR TOTAL * | 4,500.00 | |
| 0028679 | 00 | J.A. JOHNSON PAVING | | | | | |
| 3609 | | SW659 | 00 10/14/2013 | 011-0000-442.13-22 | 2013 STREET RESURFACING | 8,284.00 | |
| 3609 | | SW659 | 00 10/14/2013 | 011-0000-206.00-00 | RELEASE OF RETAINAGE | 73,731.99 | |
| 3628 | | SW659 | 00 10/14/2013 | 050-0000-206.00-00 | RELEASE OF RETAINAGE | 3,543.51 | |
| | | | | | VENDOR TOTAL * | 85,559.50 | |
| 0701229 | 00 | JACKSON-HIRSH | | | | | |
| 872121 | | SW659 | 00 10/14/2013 | 001-0710-420.02-11 | LAMINATING COVERS | 72.11 | |
| | | | | | VENDOR TOTAL * | 72.11 | |
| 0000455 | 00 | JAKE THE STRIPER | | | | | |
| 1598 | | SW659 | 00 10/09/2013 | 001-0650-416.03-31 | INSTALL DECALS-CARAVAN | 1,350.00 | |
| 1578 | | SW659 | 00 10/09/2013 | 001-0650-416.03-31 | INSTALL DECALS-K9 SQUAD | 250.00 | |
| 1568 | | SW659 | 00 10/14/2013 | 001-0650-416.03-31 | DECALS-SQUADS | 380.00 | |
| | | | | | VENDOR TOTAL * | 1,980.00 | |
| 0005771 | 00 | JAMES HARVEY PHOTOGRAPHY | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|--|--|--|--|--------------------------------------|---------------------------------------|
| 0005771 80352 | 00 | JAMES HARVEY SW659 | 00 10/09/2013 | 001-0460-414.03-91 | PHOTOGRAPHY PHOTOS-RECYCLE EVENT | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0003936 | 00 | JASTER, LEN SW659 | 00 10/09/2013 | 001-0820-421.03-71 | PER DIEM | 295.12 | |
| | | | | | VENDOR TOTAL * | 295.12 | |
| 0002830 105944 106084 | 00 | JEFFREY ELEVATOR CO INC SW659 SW659 | 00 10/09/2013 00 10/09/2013 | 001-0640-416.03-34 001-0640-416.03-36 | ELEVATOR REPAIR-FH#1 10/13 ELEVATOR MAINT | 4,300.00 300.00 | |
| | | | | | VENDOR TOTAL * | 4,600.00 | |
| 0010254 284370 284359 | 00 | KAMMES AUTO & TRUCK REPAIR INC SW659 SW659 | 00 10/09/2013 00 10/09/2013 | 001-0650-416.03-31 001-0650-416.03-31 | TRUCK SAFETY INSPECTION TRUCK SAFETY INSPECTIONS | 30.00 420.00 | |
| | | | | | VENDOR TOTAL * | 450.00 | |
| 0005638 11864 11924 11864 11924 | 00 | KANE, MCKENNA & ASSOCIATES INC SW659 SW659 SW659 SW659 | 00 10/09/2013 00 10/16/2013 00 10/09/2013 00 10/16/2013 | 033-0000-465.03-61 033-0000-465.03-61 037-0000-461.03-61 037-0000-461.03-61 | 8/13 TIF REPORT PREPARE FY11-12 TIF REPORT PREPAR 8/13 TIF REPORT PREPARE FY11-12 TIF REPORT PREPAR | 562.50 531.25 562.50 531.25 | |
| | | | | | VENDOR TOTAL * | 2,187.50 | |
| 0003835 | 00 | KHOURY, BRIAN SW659 | 00 10/09/2013 | 001-0000-207.13-00 | REF ESCROW-5502 COOPER | 500.00 | |
| | | | | | VENDOR TOTAL * | 500.00 | |
| 9999999 158640-88500 | 00 | KHOURY, BRIAN D SW659 | 00 10/07/2013 | 050-0000-202.01-00 | WATER REF 1191 WESTCHESTR | 26.25 | |
| | | | | | VENDOR TOTAL * | 26.25 | |
| 0005842 | 00 | KOMPRERDA, MICHAEL & MONICA SW659 | 00 10/14/2013 | 001-0000-323.14-00 | VEHICLE IMPOUND REFUND | 500.00 | |
| | | | | | VENDOR TOTAL * | 500.00 | |
| 0005836 | 00 | KUZNIAR, ARLEEN SW659 | 00 10/09/2013 | 001-0460-414.03-91 | REFUND MAXWELL ST FEE | 30.00 | |
| | | | | | VENDOR TOTAL * | 30.00 | |
| 0004959 276468/2 | 00 | LEN'S ACE HARDWARE SW659 | 00 10/09/2013 | 050-5050-473.02-27 | FERTILIZER-STP1 | 157.75 | |
| | | | | | VENDOR TOTAL * | 157.75 | |
| 0004118 39082 | 00 | LEOPARDO COMPANIES INC SW659 | 00 10/09/2013 | 001-0640-416.03-34 | WATER IN PD REPAIRS | 3,363.00 | |
| | | | | | VENDOR TOTAL * | 3,363.00 | |
| 0001876 | 00 | LEXIS NEXIS RISK DATA MGMT | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--|-----------------------|---|---|--|--|--|---------------------------------------|
| 0001876 1229084 | 00 | LEXIS NEXIS RISK DATA MGMT SW659 | 00 10/15/2013 | 001-0810-421.03-61 | 9/13 SEARCH FEES | 71.70 | |
| | | | | | VENDOR TOTAL * | 71.70 | |
| 0003168 100 | 00 | LS REPORTING INC SW659 SW659 | 00 10/09/2013 00 10/14/2013 | 001-0000-321.02-00 001-0000-321.02-00 | LIQUOR LICENSE HEARING LIQUOR LICENSE HEARING | 160.00 160.00 | |
| | | | | | VENDOR TOTAL * | 320.00 | |
| 0005849 13-445 | 00 | M TAFT ENTERPRISES SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 250.00 | |
| | | | | | VENDOR TOTAL * | 250.00 | |
| 0004162 12-1011 12-1012 12-1013 12-1014 12-1015 12-1016 12-1017 | 00 | M/I HOMES OF CHICAGO LLC SW659 SW659 SW659 SW659 SW659 SW659 SW659 | 00 10/15/2013 00 10/15/2013 00 10/15/2013 00 10/15/2013 00 10/15/2013 00 10/15/2013 00 10/15/2013 | 001-0000-229.00-00 001-0000-229.00-00 001-0000-229.00-00 001-0000-229.00-00 001-0000-229.00-00 001-0000-229.00-00 001-0000-229.00-00 | REFUND PERMIT BOND REFUND PERMIT BOND REFUND PERMIT BOND REFUND PERMIT BOND REFUND PERMIT BOND REFUND PERMIT BOND REFUND PERMIT BOND | 745.00 745.00 780.00 745.00 780.00 745.00 780.00 | |
| | | | | | VENDOR TOTAL * | 5,320.00 | |
| 9999999 169950-28220 | 00 | MAAN, SURJEET KAUR SW659 | 00 10/14/2013 | 050-0000-202.01-00 | WATER REF 3718 DORY | 40.43 | |
| | | | | | VENDOR TOTAL * | 40.43 | |
| 0005850 13-721 | 00 | MASON, KAREN SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0012085 61250600 | 00 | MCMASTER CARR CORP SW659 | 00 10/09/2013 | 050-5050-473.02-27 | SUPPLIES-PRV VALVES | 297.45 | |
| | | | | | VENDOR TOTAL * | 297.45 | |
| 0002645 | 00 | MEDRANO, IGNACIO SW659 | 00 10/09/2013 | 001-0730-420.03-72 | MILEAGE EXPENSE | 248.60 | |
| | | | | | VENDOR TOTAL * | 248.60 | |
| 0012115 34795 35622 34794 35653 34461 35764 35477 | 00 | MENARDS SW659 SW659 SW659 SW659 SW659 SW659 SW659 | 00 10/09/2013 00 10/09/2013 00 10/09/2013 00 10/09/2013 00 10/09/2013 00 10/14/2013 00 10/09/2013 | 001-0640-416.02-27 001-0640-416.02-27 001-0640-416.02-27 001-0640-416.02-27 001-0640-416.02-27 001-0640-416.02-27 001-0720-420.02-99 | MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES WAX FOR FD VEHICLES SUPPLIES | 3.99 6.06 5.18 106.51 63.09 18.72 2.00 | |
| | | | | | VENDOR TOTAL * | 205.55 | |
| 0012166 | 00 | METRA | | | | | |

Village of Hanover Park

| VEND NO | SEQ# | VENDOR NAME | | | | | | | EFT, EPAY OR |
|---------------|---------|------------------------------------|--------|---------------|--------------------|---------------------------|----------|--|--------------|
| INVOICE | VOUCHER | P.O. | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | | HAND-ISSUED |
| NO | NO | NO | | DATE | NO | DESCRIPTION | AMOUNT | | AMOUNT |
| 0012166 | 00 | METRA | | | | | | | |
| P07397 | | SW659 | 00 | 10/14/2013 | 051-0000-478.03-55 | ANNUAL RENTAL-COMM LOT | 775.00 | | |
| | | | | | | VENDOR TOTAL * | 775.00 | | |
| 0950066 | 00 | MITCH'S GREENTHUMB LANDSCAPING | | | | | | | |
| R13503 | | SW659 | 140027 | 00 10/01/2013 | 051-0000-478.03-35 | 10/13 LAWN MAINT-COMM LOT | 1,545.00 | | |
| 15455 | | SW659 | 140027 | 00 10/10/2013 | 051-0000-478.03-35 | TRIM TREES/SHRUBS-METRA | 1,020.00 | | |
| | | | | | | VENDOR TOTAL * | 2,565.00 | | |
| 0004315 | 00 | MUNICIPAL EMERGENCY SERVICES INC | | | | | | | |
| 442697 | | SW659 | 00 | 10/09/2013 | 001-0000-222.03-00 | BUNKER BOOTS | 6,890.55 | | |
| | | | | | | VENDOR TOTAL * | 6,890.55 | | |
| 0027780 | 00 | MUNICIPAL WEB SERVICES | | | | | | | |
| 50455 | | SW659 | 00 | 10/09/2013 | 001-0470-414.03-36 | WEB SITE MAINTENANCE | 462.50 | | |
| | | | | | | VENDOR TOTAL * | 462.50 | | |
| 0001647 | 00 | MURNANE PAPER COMPANY | | | | | | | |
| 185425 | | SW659 | 00 | 10/14/2013 | 001-0470-414.02-11 | 3 PART PAPER | 308.00 | | |
| | | | | | | VENDOR TOTAL * | 308.00 | | |
| 0028204 | 00 | NEW WORLD SYSTEMS | | | | | | | |
| 030620 | | SW659 | 00 | 10/09/2013 | 031-0000-466.13-31 | PER ERP CONTRACT-TRAVEL | 568.88 | | |
| | | | | | | VENDOR TOTAL * | 568.88 | | |
| 0026675 | 00 | NEXTEL COMMUNICATIONS | | | | | | | |
| 622730512-140 | | SW659 | 00 | 10/09/2013 | 050-5010-471.03-11 | 8/24-9/23 ANN FOX GRATE | 42.24 | | |
| | | | | | | VENDOR TOTAL * | 42.24 | | |
| 0013298 | 00 | NICOR GAS | | | | | | | |
| 84264643143 | | SW659 | 00 | 10/09/2013 | 001-0550-415.03-14 | 8/30-10/1 POLICE STATION | 658.22 | | |
| 02494710003 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-14 | 8/30-10/1 WELL #4 | 91.58 | | |
| 17642810000 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-14 | 9/3-10/2 WELL #5 | 31.77 | | |
| 67216710003 | | SW659 | 00 | 10/09/2013 | 050-5020-472.03-14 | 9/3-10/2 LONGMEADOW | 88.89 | | |
| 51653810005 | | SW659 | 00 | 10/14/2013 | 050-5050-473.03-14 | 9/5-10/4 STP1 | 89.66 | | |
| 85326410009 | | SW659 | 00 | 10/09/2013 | 051-0000-478.03-14 | 8/30-10/1 TRAIN STATION | 34.19 | | |
| | | | | | | VENDOR TOTAL * | 994.31 | | |
| 0005143 | 00 | NORTH AMERICAN | | | | | | | |
| 6868996 | | SW659 | 00 | 10/09/2013 | 001-0640-416.02-28 | PAPER PRODUCTS | 1,138.10 | | |
| | | | | | | VENDOR TOTAL * | 1,138.10 | | |
| 0013210 | 00 | NORTH EAST MULTI-REGIONAL TRAINING | | | | | | | |
| 172789 | | SW659 | 00 | 10/09/2013 | 001-0820-421.03-71 | TRAINING-D KOSARTES | 500.00 | | |
| | | | | | | VENDOR TOTAL * | 500.00 | | |
| 0018350 | 00 | NORTHWEST SUBURBAN UNITED WAY | | | | | | | |
| | | SW659 | 00 | 10/16/2013 | 001-0000-211.16-00 | 3RD QTR EMPLOYEE CONTRIB | 295.50 | | |
| | | | | | | VENDOR TOTAL * | 295.50 | | |
| 0003506 | 00 | PACE SUBURBAN BUS | | | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---------------------------------|-----------------------|--------------------------------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0003506 285368 | 00 | PACE SUBURBAN BUS SW659 | 00 10/09/2013 | 001-0550-415.03-87 | 8/13 ROUTE 554 SERVICE | 1,306.67 | |
| | | | | | VENDOR TOTAL * | 1,306.67 | |
| 0004281 T4353103 T4354233 | 00 | PADDOCK PUBLICATIONS SW659 | 00 10/09/2013 | 001-0120-411.03-67 | AD-LAKE ST SIDEWALK BID | 211.60 | |
| | | | 00 10/14/2013 | 001-0120-411.03-67 | AD-TREE TRIMMING BID | 83.95 | |
| | | | | | VENDOR TOTAL * | 295.55 | |
| 0005839 | 00 | PATEL, GHANSHYAM SW659 | 00 10/09/2013 | 001-0000-207.13-00 | REF ESCROW-2180 MAPLE | 1,200.00 | |
| | | | | | VENDOR TOTAL * | 1,200.00 | |
| 0005833 | 00 | PATEL, HEMLATA SW659 | 00 10/09/2013 | 001-0000-207.06-00 | OVERPAYMENT-PARKING PRMT | 2.50 | |
| | | | | | VENDOR TOTAL * | 2.50 | |
| 0014189 13041 | 00 | PAVIA-MARTING & CO SW659 | 00 10/14/2013 | 010-0000-441.03-64 | PH3 ENG-LONGMEADOW BRIDGE | 3,073.68 | |
| | | | | | VENDOR TOTAL * | 3,073.68 | |
| 0002131 13-495 | 00 | PERMA SEAL BASEMENT SYSTEMS SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0029016 13-677 | 00 | PETERSON ROOFING SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0014305 141295 | 00 | PHILLIPS AIR COMPRESSOR INC SW659 | 00 10/09/2013 | 001-0640-416.02-29 | AIR COMPRESSOR PARTS | 2,118.12 | |
| | | | | | VENDOR TOTAL * | 2,118.12 | |
| 9999999 157215-49660 | 00 | PINEDA, ISAAC A SW659 | 00 10/01/2013 | 050-0000-202.01-00 | WATER REF 1306-B KINGSBRY | 13.92 | |
| | | | | | VENDOR TOTAL * | 13.92 | |
| 0014372 23708 | 00 | PINNER ELECTRIC INC SW659 | 00 10/09/2013 | 011-0000-442.03-36 | BARRINGTON/WALNUT-MONTHLY | 350.00 | |
| | | | | | VENDOR TOTAL * | 350.00 | |
| 9999999 94725-13900 | 00 | PINTO, SANTOSH SW659 | 00 10/07/2013 | 050-0000-202.01-00 | WATER REF 691 CANTERBURY | 25.83 | |
| | | | | | VENDOR TOTAL * | 25.83 | |
| 0014423 177701 178216 | 00 | PLOTE CONSTRUCTION INC SW659 | 140029 00 09/21/2013 | 001-0620-431.03-35 | DUMP FEE | 25.00 | |
| | | | 00 10/05/2013 | 001-0620-431.02-27 | ASPHALT | 193.56 | |
| | | | | | VENDOR TOTAL * | 218.56 | |
| 0014472 | 00 | POMP'S TIRE SERVICE | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|---------------------------|--------------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0014472 | 00 | POMP'S TIRE SERVICE | | | | | |
| 410114240 | SW659 | | 00 10/09/2013 | 001-0650-416.02-22 | TIRES (4)-#187 | 339.16 | |
| 640014462 | SW659 | | 00 10/14/2013 | 001-0650-416.02-22 | TIRES (2)-#650 | 290.50 | |
| 640014068 | SW659 | | 00 10/14/2013 | 001-0650-416.02-22 | TIRES (2)-#22 | 1,035.78 | |
| VENDOR TOTAL * | | | | | | 1,665.44 | |
| 0003192 | 00 | POZO, ALI | | | | | |
| 13-829 | SW659 | | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| VENDOR TOTAL * | | | | | | 100.00 | |
| 0002553 | 00 | PRIORITY PRODUCTS INC | | | | | |
| 831973 | SW659 | | 00 10/14/2013 | 001-0650-416.02-27 | HARDWARE | 49.90 | |
| 833361 | SW659 | | 00 10/14/2013 | 001-0650-416.02-27 | GRINDING DISCS | 92.64 | |
| VENDOR TOTAL * | | | | | | 142.54 | |
| 0003256 | 00 | PROMOS 911 INC | | | | | |
| 4071 | SW659 | | 00 10/15/2013 | 001-0730-420.03-91 | KIDS FIRE HELMETS | 1,763.16 | |
| VENDOR TOTAL * | | | | | | 1,763.16 | |
| 0005851 | 00 | PRONTO TAX & INSURANCE | | | | | |
| 13-11 | SW659 | | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| VENDOR TOTAL * | | | | | | 100.00 | |
| 9999999 | 00 | PRUDENTIAL ELITE | | | | | |
| 168765-48060 | SW659 | | 00 10/07/2013 | 050-0000-202.01-00 | WATER REF 4565 JEFFERSON | 3.10 | |
| VENDOR TOTAL * | | | | | | 3.10 | |
| 9999999 | 00 | PRUDENTIAL OLD ENGLISH | | | | | |
| 67720-1870 | SW659 | | 00 10/07/2013 | 050-0000-202.01-00 | WATER REF 8112 APPLEWOOD | 25.83 | |
| VENDOR TOTAL * | | | | | | 25.83 | |
| 0005852 | 00 | RELIANT ELECTRICAL INC | | | | | |
| 13-793 | SW659 | | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| VENDOR TOTAL * | | | | | | 100.00 | |
| 0004820 | 00 | RICOH USA INC | | | | | |
| 24035413 | SW659 | | 00 10/14/2013 | 001-0610-416.03-51 | 9/13 COPIER-PW | 240.99 | |
| VENDOR TOTAL * | | | | | | 240.99 | |
| 0005476 | 00 | RICOH USA INC | | | | | |
| 1042207073 | SW659 | | 00 10/09/2013 | 001-0470-414.03-36 | ANNUAL SUPPORT,MAINT | 1,428.00 | |
| 5027792156 | SW659 | | 00 10/14/2013 | 001-0610-416.03-36 | PW QTRLY COPY CHARGE-B&W | 70.55 | |
| 5027736490 | SW659 | | 00 10/09/2013 | 001-0710-420.03-32 | ANNUAL MAINT CONTRACT | 938.40 | |
| 5027736490 | SW659 | | 00 10/09/2013 | 001-0710-420.03-32 | COLOR COPY CHARGE | 80.54 | |
| 5027792156 | SW659 | | 00 10/14/2013 | 050-5010-471.03-36 | PW QTRLY COPY CHARGE-COLR | 132.66 | |
| VENDOR TOTAL * | | | | | | 2,650.15 | |
| 0027280 | 00 | RJN GROUP INC | | | | | |
| 01 | SW659 | 140071 | 00 10/02/2013 | 050-5060-473.03-64 | MANHOLE REHAB DESIGN | 3,690.00 | |
| 01 | SW659 | | 00 10/14/2013 | 050-5060-473.03-64 | SANITARY SEWER EVAL STUDY | 8,798.50 | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK | CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--------------------------|-----------------------|---------------------------------|-----|-------------------|--------------------|--------------------------|-----------------|---------------------------------------|
| 0027280 | 00 | RJN GROUP INC | | | | | | |
| | | | | | | VENDOR TOTAL * | 12,488.50 | |
| 0015721 | 00 | ROADWAY TOWING | | | | | | |
| 441872 | | SW659 | 00 | 10/09/2013 | 001-0650-416.03-31 | TRUCK SAFETY INSPECTION | 28.00 | |
| 441865 | | SW659 | 00 | 10/09/2013 | 001-0650-416.03-31 | TRUCK SAFETY INSPECTION | 27.00 | |
| | | | | | | VENDOR TOTAL * | 55.00 | |
| 0025034 | 00 | RODRIGUEZ ROOFING COMPANY | | | | | | |
| 13-801 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0004403 | 00 | ROGER C MARQUARDT & COMPANY INC | | | | | | |
| 1111 | | SW659 | 00 | 10/10/2013 | 001-0410-414.03-61 | 10/13 LOBBYING SERVICES | 2,000.00 | |
| | | | | | | VENDOR TOTAL * | 2,000.00 | |
| 9999999 | 00 | RYAN HILL REALTY | | | | | | |
| 167430-35630 | | SW659 | 00 | 10/14/2013 | 050-0000-202.01-00 | WATER REF 7341 GLADIOLA | 14.73 | |
| | | | | | | VENDOR TOTAL * | 14.73 | |
| 0015826 | 00 | RYDIN DECAL | | | | | | |
| 288813 | | SW659 | 00 | 10/10/2013 | 001-0520-415.02-11 | TAXI DECALS 2014-2018 | 575.00 | |
| | | | | | | VENDOR TOTAL * | 575.00 | |
| 0000463 | 00 | SACRED SPACES INC | | | | | | |
| | | SW659 | 00 | 10/10/2013 | 001-0840-421.03-61 | CLINICAL CONSULTATION | 165.00 | |
| | | | | | | VENDOR TOTAL * | 165.00 | |
| 0028016 | 00 | SAM'S CLUB BUSINESS PAYMENTS | | | | | | |
| 6152 | | SW659 | 00 | 10/16/2013 | 001-0710-420.02-27 | COFFEE SUPPLIES | 167.14 | |
| 6152 | | SW659 | 00 | 10/16/2013 | 001-0710-420.02-11 | OFFICE SUPPLIES | 34.82 | |
| 6152 | | SW659 | 00 | 10/16/2013 | 001-0720-420.02-27 | BATTERIES | 28.62 | |
| 6152 | | SW659 | 00 | 10/16/2013 | 001-0730-420.03-78 | FIRE CORPS MEETING | 10.38 | |
| 1211 | | SW659 | 00 | 10/10/2013 | 001-0850-421.02-27 | KITCHEN SUPPLIES | 56.94 | |
| 1211 | | SW659 | 00 | 10/10/2013 | 001-0850-421.02-35 | DVDS | 117.82 | |
| 1211 | | SW659 | 00 | 10/10/2013 | 001-0850-421.02-35 | KITCHEN SUPPLIES | 22.57 | |
| | | | | | | VENDOR TOTAL * | 438.29 | |
| 0005201 | 00 | SAXTON, JAMES | | | | | | |
| | | SW659 | 00 | 10/15/2013 | 001-0730-420.03-72 | MILEAGE EXPENSE | 176.28 | |
| | | | | | | VENDOR TOTAL * | 176.28 | |
| 0028280 | 00 | SCHOLARSHIP AMERICA | | | | | | |
| | | SW659 | 00 | 10/16/2013 | 001-0000-207.14-01 | 3RD QTR EMPLOYEE CONTRIB | 589.00 | |
| | | | | | | VENDOR TOTAL * | 589.00 | |
| 0002603 | 00 | SCHWEPPE & SONS INC | | | | | | |
| 302975 | | SW659 | 00 | 10/14/2013 | 001-0000-222.03-00 | KITCHEN SUPPLIES | 3,551.96 | |
| | | | | | | VENDOR TOTAL * | 3,551.96 | |
| 0016396 | 00 | SEBERT LANDSCAPING | | | | | | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|---|--|--|--|--|---------------------------------------|
| 0016396 S380295 | 00 | SEBERT LANDSCAPING SW659 | 00 10/10/2013 | 050-5060-473.13-62 | RIP RAP STONE | 1,200.00 | |
| | | | | | VENDOR TOTAL * | 1,200.00 | |
| 0950402 13-310 | 00 | SIGNET SIGN CO SW659 | 00 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0016595 168465 168465 | 00 | SIKICH LLP SW659 SW659 | 00 10/10/2013 00 10/10/2013 | 001-0530-415.03-63 050-5010-471.03-63 | FY2013 AUDIT PAYMENT #3 FY2013 AUDIT PAYMENT #3 | 1,950.00 1,050.00 | |
| | | | | | VENDOR TOTAL * | 3,000.00 | |
| 0001742 | 00 | SKONIECZNA, MARIOLA SW659 | 00 10/10/2013 | 001-0820-421.03-71 | REIMB-TUITION,BOOKS | 1,087.55 | |
| | | | | | VENDOR TOTAL * | 1,087.55 | |
| 0000721 S100088684.1 | 00 | SOUTH SIDE CONTROL SUPPLY CO SW659 | 00 10/10/2013 | 001-0640-416.02-27 | MISC ELECTRICAL SUPPLIES | 77.61 | |
| | | | | | VENDOR TOTAL * | 77.61 | |
| 0004022 94002 | 00 | SPRING-ALIGN OF PALATINE INC SW659 | 00 10/14/2013 | 001-0650-416.03-31 | SPRING REPAIR-#3017 | 287.07 | |
| | | | | | VENDOR TOTAL * | 287.07 | |
| 0004823 3209789489 3211702605 | 00 | STAPLES ADVANTAGE, DEPT DET SW659 SW659 | 00 10/10/2013 00 10/15/2013 | 001-0850-421.02-11 001-0850-421.02-11 | MISC OFFICE SUPPLIES FILE CASE,WRIST RESTS | 61.88 60.46 | |
| | | | | | VENDOR TOTAL * | 122.34 | |
| 0026355 016-P-056 | 00 | STATE SURPLUS PROPERTY REVOLVING SW659 | 00 10/10/2013 | 001-0830-421.02-13 | 2013-14 LESO MEMBERSHIP | 900.00 | |
| | | | | | VENDOR TOTAL * | 900.00 | |
| 0026911 62430 61464 62431 62117 | 00 | STORINO, RAMELLO & DURKIN SW659 SW659 SW659 SW659 | 00 10/14/2013 00 10/14/2013 00 10/16/2013 00 10/10/2013 | 001-0550-415.03-62 001-0550-415.03-62 001-0550-415.03-62 033-0000-465.13-11 | 9/13 LEGAL SERVICES 5/13 LEGAL SERVICES 9/13 LEGAL SERVICES 8/13 LEGAL SERV-SHIRE | 2,790.06 625.20 625.20 116.00 | |
| | | | | | VENDOR TOTAL * | 4,156.46 | |
| 0017140 I1046711 I1047432 I1047930 I1047941 | 00 | STREICHER'S SW659 SW659 SW659 SW659 | 140032 00 09/18/2013 140032 00 09/20/2013 140032 00 09/24/2013 140032 00 09/24/2013 | 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 | MISC POLICE EQUIPMENT MISC POLICE EQUIPMENT MISC POLICE EQUIPMENT MISC POLICE EQUIPMENT | 20.99 20.99 359.00 11.00 | |
| | | | | | VENDOR TOTAL * | 411.98 | |
| 0017208 31474 | 00 | SUBURBAN LABORATORIES INC SW659 | 140069 00 09/30/2013 | 050-5020-472.03-69 | LAB TESTING | 473.00 | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|---|-----------------------|-----------------------------------|--------------------------|--------------------|-----------------------------|-----------------|---------------------------------------|
| 0017208 31474 31680 | 00 | SUBURBAN LABORATORIES INC | | | | | |
| | | SW659 140069 | 00 09/30/2013 | 050-5030-472.03-69 | LAB TESTING | 36.00 | |
| | | SW659 140069 | 00 10/07/2013 | 050-5050-473.03-69 | LAB TESTING | 314.50 | |
| | | | | | VENDOR TOTAL * | 823.50 | |
| 0017278 523913 | 00 | SUPERIOR ROAD STRIPING INC | | | | | |
| | | SW659 140076 | 00 09/23/2013 | 011-0000-442.03-35 | PAVEMENT MARKING PROGRAM | 28,308.09 | |
| | | | | | VENDOR TOTAL * | 28,308.09 | |
| 0025957 20-114690 | 00 | SYNAGRO CENTRAL LLC | | | | | |
| | | SW659 140033 | 00 10/04/2013 | 050-5050-473.03-51 | 9/13 SLUDGE HAULING-STP1 | 52,421.82 | |
| | | | | | VENDOR TOTAL * | 52,421.82 | |
| 0027713 14937 | 00 | T.O.P.S. IN DOG TRAINING CORP. | | | | | |
| | | SW659 | 00 10/10/2013 | 001-0820-421.02-27 | K9 BOARDING, TRAINING, FOOD | 466.80 | |
| | | | | | VENDOR TOTAL * | 466.80 | |
| 0005634 T760768 | 00 | TAPEANDMEDIA.COM | | | | | |
| | | SW659 | 00 10/14/2013 | 001-0850-421.02-35 | 1,000 VERBATIM DVD-R | 307.57 | |
| | | | | | VENDOR TOTAL * | 307.57 | |
| 0005837 113905 | 00 | TEE JAY SERVICE COMPANY INC | | | | | |
| | | SW659 | 00 10/10/2013 | 001-0640-416.03-34 | AUTO DOOR REPAIR-PD | 914.00 | |
| | | | | | VENDOR TOTAL * | 914.00 | |
| 0003422 16215 | 00 | THIRD MILLENNIUM ASSOCIATES | | | | | |
| | | SW659 | 00 10/10/2013 | 050-5010-471.03-70 | 9/13 WATER BILL PRINTING | 1,818.41 | |
| | | | | | VENDOR TOTAL * | 1,818.41 | |
| 0017591 13-3010 13-3294 13-3189 13-3294 | 00 | THOMPSON ELEVATOR INSPECTION SERV | | | | | |
| | | SW659 | 00 10/10/2013 | 001-0000-323.19-00 | BUSINESS ELEVATOR INSPECT | 100.00 | |
| | | SW659 | 00 10/14/2013 | 001-0000-323.19-00 | BUSINESS ELEVATOR INSPECT | 43.00 | |
| | | SW659 | 00 10/14/2013 | 001-0000-323.19-00 | BUSINESS ELEVATOR INSPECT | 100.00 | |
| | | SW659 | 00 10/14/2013 | 001-0640-416.03-36 | VH,FD ELEVATOR INSPECT | 150.00 | |
| | | | | | VENDOR TOTAL * | 393.00 | |
| 0028897 T135370 | 00 | TIERRA ENVIRONMENTAL SERVICES | | | | | |
| | | SW659 140034 | 00 09/26/2013 | 050-5050-473.03-42 | VACTORING | 1,014.30 | |
| | | | | | VENDOR TOTAL * | 1,014.30 | |
| 0005853 | 00 | TIRELL LLC | | | | | |
| | | SW659 | 00 10/15/2013 | 001-0000-321.09-00 | REFUND RR LICENSE FEE | 100.00 | |
| | | | | | VENDOR TOTAL * | 100.00 | |
| 0004532 17993 | 00 | TMDE CALIBRATION LABS INC | | | | | |
| | | SW659 | 00 10/10/2013 | 001-0850-421.03-33 | PARTS & LABOR | 293.39 | |
| | | | | | VENDOR TOTAL * | 293.39 | |
| 0000290 257033/1 | 00 | TOWN & COUNTRY GARDENS | | | | | |
| | | SW659 | 00 10/10/2013 | 001-0175-411.03-91 | WREATHS-9/11 MEMORIAL | 260.00 | |

| VEND NO INVOICE NO | SEQ# VOUCHER NO | VENDOR NAME P.O. NO | BNK CHECK/DUE DATE | ACCOUNT NO | ITEM DESCRIPTION | CHECK AMOUNT | EFT, EPAY OR HAND-ISSUED AMOUNT |
|--|-----------------------|---|--------------------------|--------------------|---------------------------|-----------------|---------------------------------------|
| 0000290 | 00 | TOWN & COUNTRY GARDENS | | | | | |
| | | | | | VENDOR TOTAL * | 260.00 | |
| 0017742 78133 | 00 | TRAFFIC CONTROL & PROTECTION INC SW659 | 00 10/10/2013 | 001-0640-416.02-27 | PLASTIC BARRICADES | 593.00 | |
| | | | | | VENDOR TOTAL * | 593.00 | |
| 0004200 829 | 00 | TREE TEC PROS INC SW659 140068 | 00 09/27/2013 | 001-0630-416.03-38 | TREE REMOVALS/RESTORATION | 35,067.97 | |
| | | | | | VENDOR TOTAL * | 35,067.97 | |
| 0005854 | 00 | VARONE, J CURTIS SW659 | 00 10/15/2013 | 001-0720-420.03-71 | HONORARIUM-DEPOSIT | 500.00 | |
| | | | | | VENDOR TOTAL * | 500.00 | |
| 0001398 9712040641 9712040641 9712040641 9712141999 9712141999 | 00 | VERIZON WIRELESS SW659 | 00 10/10/2013 | 001-0470-414.03-11 | 9/13 WIRELESS SERV | 5,044.25 | |
| | | | 00 10/10/2013 | 001-0470-414.03-11 | 9/13 WIRELESS SERV | 1,347.92 | |
| | | | 00 10/10/2013 | 050-5010-471.03-11 | 9/13 WIRELESS SERV | 1,382.30 | |
| | | | 00 10/10/2013 | 050-5020-472.03-11 | 9/13 WIRELESS SERV | 38.01 | |
| | | | 00 10/10/2013 | 050-5040-472.03-11 | 9/13 WIRELESS SERV | 38.01 | |
| | | | | | VENDOR TOTAL * | 7,850.49 | |
| 0018689 P67000 | 00 | VERMEER-ILLINOIS INC SW659 | 00 10/10/2013 | 001-0650-416.02-29 | CONTROL SWITCHES-#676 | 169.20 | |
| | | | | | VENDOR TOTAL * | 169.20 | |
| 0005096 2100130147 | 00 | VOORHEES ASSOCIATES LLC SW659 | 00 10/10/2013 | 001-0440-414.03-61 | PAY/CLASSIFICATION STUDY | 5,000.00 | |
| | | | | | VENDOR TOTAL * | 5,000.00 | |
| 0026145 2075058 2083947 2078288 2078141 C2078141 2091675 2093356 2093356 2077449 C2077449 2081269 2086874 2076478 | 00 | WAREHOUSE DIRECT SW659 | 00 10/10/2013 | 001-0410-414.02-11 | OFFICE SUPPLIES-MGR OFF | 50.00 | |
| | | | 00 10/10/2013 | 001-0410-414.02-11 | OFFICE SUPPLIES-MGR OFF | 47.59 | |
| | | | 00 10/10/2013 | 001-0440-414.02-11 | OFFICE SUPPLIES | 70.53 | |
| | | | 00 10/10/2013 | 001-0440-414.02-11 | OFFICE SUPPLIES | 72.41 | |
| | | | 00 10/10/2013 | 001-0440-414.02-11 | RETURN CREDIT | 70.53- | |
| | | | 00 10/14/2013 | 001-0440-414.02-11 | OFFICE SUPPLIES | 89.99 | |
| | | | 00 10/15/2013 | 001-0520-415.02-11 | OFFICE SUPPLIES | 61.41 | |
| | | | 00 10/15/2013 | 001-0530-415.02-11 | OFFICE SUPPLIES | 17.25 | |
| | | | 00 10/10/2013 | 001-0710-420.02-11 | OFFICE SUPPLIES | 151.88 | |
| | | | 00 10/10/2013 | 001-0710-420.02-11 | RETURN CREDIT | 13.73- | |
| | | | 00 10/10/2013 | 001-0920-419.02-11 | OFFICE COFFEE MACHINE | 50.00 | |
| | | | 00 10/14/2013 | 001-0920-419.02-11 | OFFICE SUPPLIES | 41.34 | |
| | | | 00 10/14/2013 | 001-0920-419.02-11 | OFFICE SUPPLIES | 25.18 | |
| | | | | | VENDOR TOTAL * | 593.32 | |
| 0005067 97894 | 00 | WASHBURN MACHINERY INC SW659 | 00 10/10/2013 | 001-0640-416.02-27 | DRYER BELT-FH#2 | 28.22 | |
| | | | | | VENDOR TOTAL * | 28.22 | |
| 0001454 | 00 | WEATHERGUARD CONSTRUCTION | | | | | |

| VEND NO | SEQ# | VENDOR NAME | BNK | CHECK/DUE | ACCOUNT | ITEM | CHECK | EFT, EPAY OR |
|----------|---------|---------------------------|-----|------------|--------------------|-------------------------|------------|--------------|
| INVOICE | VOUCHER | P.O. | | DATE | NO | DESCRIPTION | AMOUNT | HAND-ISSUED |
| NO | NO | NO | | | | | | AMOUNT |
| 0001454 | 00 | WEATHERGUARD CONSTRUCTION | | | | | | |
| 13-565 | | SW659 | 00 | 10/15/2013 | 001-0000-229.00-00 | REFUND PERMIT BOND | 100.00 | |
| | | | | | | VENDOR TOTAL * | 100.00 | |
| 0005441 | 00 | WIRED BLUE LLC | | | | | | |
| 300 | | SW659 | 00 | 10/15/2013 | 001-0810-421.03-92 | ANNUAL USE-MYPD APP | 650.00 | |
| | | | | | | VENDOR TOTAL * | 650.00 | |
| 0019711 | 00 | XEROX CORPORATION | | | | | | |
| 70304713 | | SW659 | 00 | 10/10/2013 | 001-0440-414.03-36 | 9/13 COPIER-HR | 305.15 | |
| 70304713 | | SW659 | 00 | 10/10/2013 | 001-0440-414.03-51 | 9/13 COPIER-HR | 231.08 | |
| 70512694 | | SW659 | 00 | 10/14/2013 | 001-0510-415.03-51 | 9/13 COPIER-VH | 1,252.11 | |
| 70304713 | | SW659 | 00 | 10/10/2013 | 050-5010-471.03-36 | 9/13 COPIER-HR | 76.30 | |
| 70304713 | | SW659 | 00 | 10/10/2013 | 050-5010-471.03-51 | 9/13 COPIER-HR | 99.04 | |
| 70512694 | | SW659 | 00 | 10/14/2013 | 050-5010-471.03-51 | 9/13 COPIER-VH | 417.37 | |
| | | | | | | VENDOR TOTAL * | 2,381.05 | |
| 0000412 | 00 | ZIEGLER'S ACE HARDWARE | | | | | | |
| 15809 | | SW659 | 00 | 10/10/2013 | 001-0640-416.02-27 | LIGHT BULBS | 3.98 | |
| 15821 | | SW659 | 00 | 10/10/2013 | 001-0720-420.02-27 | FUSES | 3.99 | |
| | | | | | | VENDOR TOTAL * | 7.97 | |
| | | | | | | TOTAL EXPENDITURES **** | 523,501.51 | |
| | | | | | GRAND TOTAL | ***** | | 523,501.51 |