

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 001

A ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN
AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (LIFE INSURANCE)

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 001

**AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN
AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**
Life Insurance

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing certain employees of the Village with life insurance; and

WHEREAS, previously, the Village Board discussed entering into an agreement with Standard Insurance Company ("Standard") to provide life insurance to certain employees of the Village (the "Services"); and

WHEREAS, Standard has provided the Village with an employer application (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Standard will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village to approve and execute the Agreement; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the transaction contemplated hereunder, including the Services and the Agreement, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

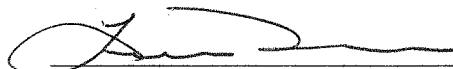
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AYES: Anderson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

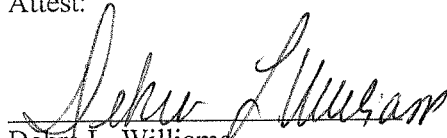
ABSENT: None

PASSED AND APPROVED THIS 12th day of January, 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance

Please type or print

REQUESTED EFFECTIVE DATE _____

APPLICANT

Full Legal Name of Group (Exactly as it is to be shown in the policy.) _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number (_____) _____ FAX Number (_____) _____

Group Contact _____ Contact's Title _____

Contact's Phone No. if different (_____) _____ Contact's FAX No. if different (_____) _____

Nature of Business _____

INSURANCE COVERAGE REQUESTED

- | | | | | |
|---|---|--|---|-----------------------------------|
| <input type="checkbox"/> Life Only | <input type="checkbox"/> Supplemental Life | <input type="checkbox"/> Dental/Employees | <input type="checkbox"/> LTD | <input type="checkbox"/> Eye Care |
| <input type="checkbox"/> Life & AD&D | <input type="checkbox"/> Additional/Optional Life | <input type="checkbox"/> Dental/Employees and Dep(s) | <input type="checkbox"/> STD | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Dependent Life | <input type="checkbox"/> Stand Alone AD&D | <input type="checkbox"/> Dental/Orthodontia | <input type="checkbox"/> LTD with Transitional Duty Agreement | |

OTHER INSURANCE

A. Does this insurance supplement other insurance? Yes No
If yes, specify for each line of coverage and Insurance Carrier: _____

B. Does this insurance replace existing insurance? Yes No
If yes, specify for each existing line of coverage: _____

- Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: _____ Termination date of Prior Plan: _____

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: _____

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance. If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

Signature and Title of Applicant's Authorized Representative _____

Date _____
(Must be signed or submitted prior to the requested effective date.)

Initial Deposit \$ _____

STANDARD INSURANCE COMPANY
Employee Benefits - Underwriting
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit of
\$ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By _____

Name Title

*All premium checks must be made payable to Standard Insurance Company.
Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard insurance Company

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 001 entitled:

AN ORDINANCE AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (LIFE INSURANCE)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 12 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 12 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of January 12 , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 002

A ORDINANCE REPEALING ORDINANCE NO. 09-052 AND AUTHORIZING THE
VILLAGE OF SAUK VILLAGE TO RETAIN ITS CURRENT DENTAL INSURANCE CARRIER
FOR THE VILLAGE OF SAUK VILLAGE

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 002

**AN ORDINANCE REPEALING ORDINANCE NO. 09-052 AND AUTHORIZING
THE VILLAGE OF SAUK VILLAGE TO RETAIN ITS CURRENT DENTAL
INSURANCE CARRIER FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing certain employees of the Village with dental insurance; and

WHEREAS, on or about December 8, 2009, the Village Board passed Ordinance No. 09-052, titled "An Ordinance Authorizing the Village to Enter into an Agreement for the Village of Sauk Village, Illinois" ("Ordinance No. 09-052"), which authorized the Village to enter into an agreement with Aetna Life Insurance Company to provide dental insurance to certain employees of the Village (the "Services"); and

WHEREAS, MetLife, Inc. ("MetLife") currently provides the Services for the Village and, after further review, the Corporate Authorities have determined it is in the best interests of the Village for the Village to retain MetLife as its dental insurance carrier to provide the Services; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in the best interests of the Village to repeal Ordinance No. 09-052 and retain MetLife as its dental insurance carrier;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby repeals, revokes, vacates and holds for naught Ordinance No. 09-052 and authorizes the Village to take any steps necessary and make any payments necessary to ensure that MetLife continues to provide the Services. The Village Board authorizes the President or his designee to execute any and all documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought herein, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

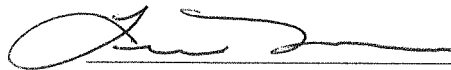
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AYES: Anderson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

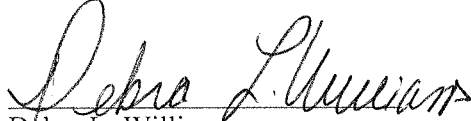
ABSENT: None

PASSED AND APPROVED THIS 12th day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 002 entitled:

AN ORDINANCE REPEALING ORDINANCE NO. 09-052 AND AUTHORIZING THE VILLAGE OF SAUK VILLAGE TO RETAIN ITS CURRENT DENTAL INSURANCE CARRIER FOR THE VILLAGE OF SAUK VILLAGE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 12 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 12 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of January 12 , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 003

A ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT FOR THE
LEASE OF A PUMPER FIRE TRUCK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-003

**AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT FOR
THE LEASE OF A PUMPER FIRE TRUCK FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Sauk Village Fire Department (the "SVFD") protects the public by responding to fires and other emergencies; and

WHEREAS, to ensure that the SVFD can properly execute its duties, it is necessary for the SVFD to have functional fire trucks; and

WHEREAS, previously, the Sauk Village Fire Chief determined that the SVFD was in need of a new fire truck; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Corporate Authorities have the express power to purchase or lease personal property for public purposes through contracts that provide for the consideration for such purchase or lease to be paid through installments to be made at stated intervals during a certain period of time, but, in no case, shall such contracts provide for the consideration to be paid during a period of time in excess of twenty (20) years; and

WHEREAS, on or about November 10, 2009, at a duly held meeting of the Board of Trustees of the Village (the "Village Board"), the Village Board and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") approved an agreement (the "Agreement") with Crimson Fire, Inc. for the lease of a pumper fire truck to perform essential government functions; and

WHEREAS, due to the Village's mutual fire aid obligations with other municipalities, it is necessary for the Village to enter into an amendment to the Agreement (the "Amendment"), attached hereto and incorporated herein as Exhibit A, which Amendment ensures the Village can continue to meet its mutual fire aid obligations; and

WHEREAS, the Corporate Authorities deem it advisable and necessary for the

operation of the SVFD and the health, safety and welfare of the residents of the Village to approve and execute the Amendment; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Amendment in accordance with its terms, or any modification thereof, after the review and approval of the Amendment by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Amendment, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Amendment and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to this transaction, including the Amendment and the Agreement, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are,


to the extent of such conflict, hereby superseded.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

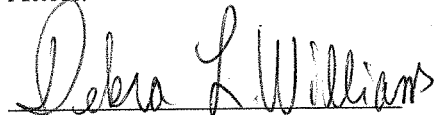
ABSENT: NONE

PASSED AND APPROVED THIS 12th day of January, 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 003 entitled:

AN ORDINANCE APPROVING AN AMENDMENT TO AN AGREEMENT FOR THE LEASE OF A PUMPER FIRE TRUCK FOR THE VILLAGE OF SAUK VILLAGE

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 12 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 12 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of January 12 , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 004

A ORDINANCE APPROVING AN AGREEMENT WITH FRANK B. MARTIN, JR.
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 004

**AN ORDINANCE APPROVING AN AGREEMENT WITH FRANK B. MARTIN,
JR. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the safety of its residents; and

WHEREAS, the Village recognizes the need for a person to serve as the officer in command of the Sauk Village Police Department (the "Police Chief") and perform all duties and functions in accordance with Section 33.02 of the Sauk Village Municipal Code (the "Village Code") (the "Services"); and

WHEREAS, pursuant to Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/10-2.1-4), the Police Chief may be appointed, discharged and/or removed by the Mayor by and with the advice and consent of the Village Board; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village to allow the Police Chief to reside outside the corporate limits of the Village both at the time of his appointment and while serving as the Police Chief; and

WHEREAS, there exists a certain agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms, covenants and conditions under which Frank B. Martin, Jr. ("Martin") will provide the Services to the Village; and

WHEREAS, Martin wishes to serve as the Police Chief pursuant to the terms of the Agreement and the Village wishes to retain Martin to serve as the Police Chief pursuant to the terms of the Agreement; and

WHEREAS, the Village makes no representations or warranties regarding the impact of the Agreement on any of Martin's pre-existing retirement and/or pension benefits; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. Nothing herein limits, alters, amends or modifies the provisions of Section 33.02 of the Village Code. In the event of a conflict between this Ordinance and Section 33.02 of the Village Code, Section 33.02 of the Village Code rules, governs and prevails. Pursuant to the authority granted the Village by Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/10-2.1-4), prior to the expiration of the Agreement, the Police Chief may be removed or discharged by the appointing authority. To the extent that any requirement of notification or publication would be applicable to the Agreement, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this

Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

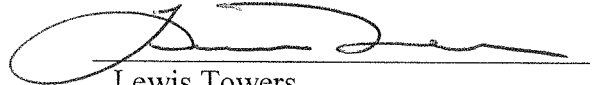
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AYES: Anderson, Benson, Burgess , Hanks, Myers

NAYS: Williams

ABSENT: None

PASSED AND APPROVED THIS 12th day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 004 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH FRANK B. MARTIN, JR. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 12 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 12 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of January 12 , 2010.

Debra L. Williams
Village Clerk

(SEAL)

THE VILLAGE OF SAUK VILLAGE, ILLINOIS
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and effective as of this th day of January 2010 (the "Effective Date"), by and between the Village of Sauk Village, Illinois, an Illinois municipal corporation (the "Village"), and Frank B. Martin, Jr., an individual residing in Illinois ("Employee") (collectively, the Village and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as the Chief of the Police Department of the Village (the "Police Chief"); and

WHEREAS, Employee possesses knowledge and experience in law enforcement, crime prevention, management of a police department and the policies, procedures and methods thereof along with other knowledge and experience deemed valuable by the Corporate Authorities (as defined below); and

WHEREAS, the Board of Trustees of the Village and the Mayor, who is also the President of the Board of Trustees, (the "Board" and with the President the "Corporate Authorities") have determined that it is in the best interests of the Village to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, the Village desires to employ Employee, Employee desires to be employed by the Village and the Parties desire to enter into this Agreement whereby Employee will serve as the Police Chief; and

WHEREAS, the Village hereby agrees to employ Employee as the Police Chief, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee shall perform the services and undertake the obligations of the Police Chief, as described herein, and Employee shall receive the rights and the authority of the Police Chief, as described herein; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Mayor and/or his designee; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall be employed as the Police Chief of the Village.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by the person employed as the Police Chief, in accordance with the Sauk Village Municipal Code (the "Village Code"), incorporated herein by this reference, and as governed by the rules and regulations of the Village Police Department (the "Department"), as well as any other applicable policies, procedures and past practices, as the same may be updated from time to time. Employee shall maintain such working hours as are necessary to carry out his duties including keeping normal business hours at the Village. Notwithstanding the foregoing, Employee shall remain reasonably accessible twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year to respond to emergency situations. Employee shall perform such other duties as are assigned to him by the Mayor or his designee. The Employee, within ten (10) business days after the Effective Date of this Agreement, shall provide to the Chief of Staff, for distribution to the Corporate Authorities, a detailed list of the Employee's goals and objectives for the first year of his employment. Said goals and objectives are advisory in nature and shall not constitute a modification of this Agreement.
- 1.3 Best Efforts. Employee agrees that at all times he will faithfully, efficiently and to the best of his abilities and talents perform all of the duties that may be required of and from him, pursuant to the terms hereof and to the reasonable satisfaction of the Mayor or his designee. Employee shall abide by all policies and decisions made by the Village, as well as all applicable federal, State and local laws, statutes, ordinances, orders, rules and regulations. Employee shall act in the best interests of the Village at all times. Employee shall not engage in any work or business for Employee's own interest or for or on behalf of any other person, firm or corporation that competes, conflicts or interferes with the

performance of Employee's duties hereunder. Employee agrees to devote his full-time, skill and attention to said employment during the term of this Agreement provided, however, that Employee may engage in non-competitive business or other activities so long as such activities do not interfere with Employee's responsibilities under this Agreement and Employee receives the prior written authorization of the Mayor or his designee.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of the Village.

2. TERM. The term of Employee's employment shall commence on the Effective Date and shall continue until the 30th day of April 2013 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. The performance of Employee shall be reviewed annually by the Chief of Staff and the Corporate Authorities in accordance with the terms of Section 4 of this Agreement.
3. RESTRICTIVE COVENANTS. To the fullest extent of Employee's knowledge, Employee represents and warrants to the Village that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the Village or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the Village, its officials, (whether elected or appointed), officers, employees, attorneys and agents for and against any liability the Village may incur as the result of the existence of any such covenants, obligations or commitments.
4. REMUNERATION. Employee shall receive the following as his total remuneration:
 - 4.1 Salary; Annual Review. For the period beginning on the Effective Date and ending on, and inclusive of, the 30th day of April 2011, Employee shall receive prorated salary equivalent to an annual salary of seventy-three thousand, two hundred and 00/100 (\$73,200.00) U.S. dollars. Subject to the annual review process described in this Section, Employee shall be eligible for annual raises of four percent (4%) of his current year's salary (for a total contract amount that is one hundred and four percent (104%) of the prior year's salaried amount). Notwithstanding the foregoing, the Employee's performance shall be reviewed by the Chief of Staff.

The Chief of Staff shall deliver to the Corporate Authorities no later than the 16th day of December of the applicable year of review a written report of the findings made of the review. Based upon the aforementioned report and any independent review of the performance of the Employee made by the Corporate Authorities, the final and formal review of the Employee shall be drafted by the Mayor or his designee reflecting the determination of the consensus of a majority of the Corporate Authorities. This report shall be reduced to writing and made no later than the 31st day of December of the year of review (the "Annual Review"). For each year of his employment, Employee shall be eligible for the annual salary increase herein provided for if a generally favorable Annual Review is issued for the applicable year. In the event the Annual Review for the applicable year is generally unfavorable, the Employee will not be eligible for receipt of the increased salary and upon a determination of a majority of the Corporate Authorities, the salary shall be subject to mutual renegotiation. A determination of whether the Annual Review is generally favorable shall be made in the sole and absolute discretion of the Corporate Authorities. The employee shall Employee's salary shall be paid in bi-weekly installments.

4.2 Use of Village Vehicle. Employee shall be provided a Village-owned vehicle (the "Vehicle") to be available to Employee on a full time basis for use in carrying out Village business, including travel to professional functions and travel to and from his residence ~~which is approximately 7 miles from Village Hall~~. The provisions related to employee use of Village-owned vehicles of the Sauk Village Employee Manual, incorporated herein by this reference, as may be amended, shall be applicable to Employee's use of the Vehicle. The Village shall maintain the Vehicle in good working order, including all commercially reasonable maintenance. Employee's use of the Vehicle shall be in compliance with all State and local laws and the rules and regulations of the Village. Employee shall remain solely liable for any costs, fines and expenses incurred in connection with the Vehicle as a result of Employee's non-compliance with any applicable law including, without limitation parking and moving violations and property or other damage caused by Employee's reckless or negligent use of the Vehicle. The Vehicle shall be equipped with such accessories and features as necessary to ensure that Employee is able to discharge all duties required of the Police Chief. Employee shall not allow any other person to drive the Vehicle without the prior written consent of the Mayor or his designee.

*Amend to add following
work assignment +
the utilization of
equipment will
be under the
supervision of the
Mayor + Chief of Staff.*

*Work assignment +
the utilization of equipment will be
4 under the supervision of the
Mayor + Chief + Staff.*

- 4.3 Equipment. Employee shall be provided a Village-owned laptop, computer and cellular telephone for use in carrying out Village business. The cellular telephone shall have "Nextel" compatible service and a service plan commensurate with the accessibility requirements of Employee. The cellular telephone and the lap top computer shall have broadband internet access capability. Employee shall be provided with such radio or like equipment as is deemed necessary to allow Employee to monitor police and emergency activity in the Village.
- 4.4 Clothing Allowance. Employee shall be reimbursed, pursuant to the Village's voucher system, for the purchase of up to nine hundred fifty and no/100 (\$950.00) U.S. dollars for uniforms and other clothing required for the performance of Village business. To be eligible for such reimbursement, all such uniform and clothing-related expenditures must be approved in advance by the Chief of Staff. In no instance shall the clothing allowance be used for the purchase of firearms, ammunition or other weaponry.
- 4.5 Vacation. Employee shall receive ten (10) paid days for use as vacation time in calendar years 2010, 2011, 2012 and 2013. For the calendar years of 2011, 2012 and 2013, the Village, in its sole and absolute discretion, may increase the number of paid days available for Employee's use as vacation time.
- Employee shall make written application to the Chief of Staff of the Village requesting a specific vacation day(s) and if, upon such application, the Chief of Staff, in her reasonable discretion, approves such request, she shall grant Employee written permission for such vacation day(s). Notwithstanding such permission, Employee shall remain reasonably accessible to the Village at all times and during his absence shall have a designee in command to carry out the functions of the Police Chief.
- 4.6 Professional Membership Dues. Upon Employee's request, the Village shall either pay for, or reimburse Employee for his payment of, Employee's annual membership dues in the following: International Association of Chiefs of Police (IACP); Illinois Association of Chiefs of Police; South Suburban Association of Chiefs of Police (SSACOP); and the Sauk Village Policeman's Association (SVPA), including Association costs.

- 4.7 Seminars and Training. Upon the approval of the Chief of Staff and after actual consultation with the Mayor and the sum of the Corporate Authorities, Employee shall be reimbursed by the Village reasonable expenses incurred, including registration fees, during his attendance at four (4) police-service related seminars or similar functions per year sponsored by any of the professional organizations listed in Section 4.6 of this Agreement or any other police-service related professional organization. To be eligible for any reimbursement provided by this Section 4.7, Employee shall obtain prior written approval of his attendance at said events in the manner set forth herein. Employee shall be reimbursed by the Village for reasonable expenses incurred by Employee while in attendance at training and seminars at which the Employee is required to attend per the Illinois Training and Standards Board. In such event that additional mandatory training is required of Employee due to reasonably unforeseen circumstances and the completion of such training is deemed in the best interests of the residents of the Village, the Mayor, after discussion with the sum of the Corporate Authorities, may unilaterally dispatch Employee to the training and direct all reasonable expenses and fees to be paid; in such an event, all costs shall be kept to a minimum and no such approval shall be granted for a foreseen circumstance.

Employee shall apprise the Chief of Staff, in writing, of his intent to attend a training or seminar authorized under this Section 4.7 as soon as is practicable in advance of the same, shall remain reasonably accessible to the Village at all times and during his absence shall have a designee in command to carry out the functions of the Police Chief.

- 4.8 Fringe Benefits. Employee shall receive only those benefits provided for under this Agreement and shall not be entitled to any other benefits whatsoever including, without limitation, any benefits provided under the Sauk Village Employee Manual.
- 4.9 Insurance. Employee shall receive life, dental and vision insurance commensurate with the benefit packages offered to non-unionized employees of the Village. Employee shall not receive any hospitalization insurance or pension benefits from the Village. The Village shall not reimburse or otherwise compensate Employee in the event that any third-party retirement, Social Security or other benefits package under which Employee may be entitled or receiving benefits are cancelled, reduced, modified or in any other

manner affected, whether the same is caused by Employee's employment with the Village or any other reason.

- 4.10 Deferred Compensation and Savings Plans. Employee may participate in any deferred compensation or savings plan offered to non-union employees of the Village under the Employee Manual. Any costs associated with Employee entering into said plan shall be borne exclusively by Employee.
- 4.11 Ratification by Ordinance. Notwithstanding any other provision of this Agreement, the Parties agree that the provisions of this Section 4 are subject to the annual ratification of the Village's appropriation ordinance. The Parties acknowledge that this Agreement is an exception to the prior appropriation requirement of Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/8-1-7).
- 4.12 Fidelity Bond. To the fullest extent permitted by law, the Village shall bear the cost of any fidelity or other bond that Employee is responsible to maintain during his service as the Police Chief.
5. TERMINATION. This Agreement may be terminated by Employee upon thirty (30) days prior written notice to the Village. This Agreement may be terminated by the Village upon the removal or discharge of Employee in accordance with the ordinances of the Village and the provisions of the Village Code. Said removal or discharge shall in all instances be made solely upon a vote of a majority of the Corporate Authorities with a finding of cause for such a removal or discharge.
6. RETURN AND USE OF THE VILLAGE'S PROPERTY. Within seven (7) business days of the Effective Date of this Agreement shall the Employee shall be presented with a written comprehensive inventory of the equipment of the Police Chief and the Department. At any time upon the Village's request and/or upon the termination of Employee's employment with the Village, Employee shall immediately deliver to the Village all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property, including the Vehicle, laptop, ~~printer~~ ^{not applicable} and cellular telephone owned by, belonging to or concerning any part of the Village's activities or concerning any part of Employee's activities relating to Employee's employment with the Village (collectively, the "Property"). The Property is acknowledged by Employee to be the Village's property, which is only entrusted to Employee on a temporary basis in his capacity as the Police Chief. The Property shall at all times be used in accordance with all applicable rules

- and regulations of the Village and all local, State and federal laws. Under no circumstances shall any of the Property be used for any political purpose of the Employee or any other person, organization or entity whatsoever. Employee shall defend, indemnify and hold harmless the Village, its officials, elected and appointed, officials, employees, attorneys and agents for and against any liability the Village may incur as the result of Employee's use of the Property in any manner not herein authorized. Employee agrees that the final installment of salary due and owing Employee shall not be tendered until all the Property has been returned to the office of the Mayor or his designee.
7. EMPLOYEE MANUAL. The Parties agree that this Agreement supersedes the Sauk Village Employee Manual and that Employee shall not be entitled to any benefits, procedures, terms or other provisions provided in the Sauk Village Employee Manual except where specifically stated in this Agreement and all posting and job opening publication requirements are hereby waived.
 8. WAIVER. Employee intends to and does hereby waive any claim of a right to receive any medical insurance or pension benefits from the Village during his employment as the Police Chief. Employee further waives any and all claims stemming from or in any way related to the modification or reduction of any and all previously earned pension or other benefits received by Employee due to Employee's entering into this Agreement or entering the service of the Village. Employee further acknowledges that a designee of the Village has informed and advised Employee of the possibility of the possible modification or reduction of such benefits.
 9. EMPLOYEE'S REPRESENTATIONS AND WARRANTIES. Employee represents and warrants to the Village that the statements and other representations made by Employee to the Village during the hiring and interview process including, without limitation any written materials submitted to the Village and statements made to the Village by Employee and Employee's references, are true and accurate. Employee shall defend, indemnify and hold harmless the Village, its officials, elected and appointed, officials, employees, attorneys and agents for and against any liability the Village may incur as the result of its reliance upon any of the aforementioned statements or other representations that are found to have been false or misleading.
 10. NO REPRESENTATIONS AND WARRANTIES. The Village makes no representations or warranties with regard to any retirement package, including pension benefits and medical insurance, that Employee may receive from any third-party source including, without limitation the

existence or sufficiency of the same. The provisions of this Agreement shall not be affected by any loss or diminution of the same.

11. INDEMNIFICATION. The Village shall defend, indemnify and hold harmless Employee for any liability incurred by Employee for any act or omission undertaken by Employee while acting within the scope of his duties as herein defined. Employee shall defend, indemnify and hold harmless the Village, its officials, (whether elected or appointed), officers, employees, attorneys and agents for and against any liability the Village may incur as the result of any acts or omissions of Employee that are not solely within his duties as set forth herein. The indemnification of the Village by Employee set forth in this Section 11 shall not reduce, limit or in any way modify Employee's indemnification obligations set forth elsewhere in this Agreement.

12. CONFIDENTIALITY. Employee agrees not to disclose or divulge any "Confidential Information" to any other person or entity, except during Employee's employment with the Village when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the Village's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his employment. Employee's obligations hereunder, with respect to Confidential Information, may extend beyond the term of this Agreement and shall terminate only when such information ceases to constitute Confidential Information, as defined above.

13. NOTICE. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon receipt as indicated by the written or electronic verification of delivery when delivered by certified mail, postage prepaid. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:

The Village of Sauk Village
Municipal Center
Attn: Mayor
21801 Torrence Avenue
Sauk Village, IL 60411

If to Employee:

Frank B. Martin, Jr.

14. MISCELLANEOUS.

- 14.1 Preambles & Approvals. The statements set forth in the preambles to this Agreement are true and correct and are adopted as part of this Agreement. Where approval is required pursuant to the terms of this Agreement, after consideration of budgetary concerns, no unreasonable request shall be denied.
- 14.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 14.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 14.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the Village or authorized representatives thereof.
- 14.5 Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that is not expressly set forth in this Agreement.

- 14.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 14.7 No Conflict of Interest. During the term of Employee's employment with the Village and during any period that Employee is receiving payments from the Village, Employee must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the Village, as may be determined by the Mayor, in his sole and absolute discretion. If the Mayor believes such a conflict exists during the term of this Agreement, the Mayor or his designee may ask Employee to choose to discontinue the other work or resign employment with the Village.
- 14.8 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 14.9 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- 14.10 Assignment. This Agreement is personal in character and neither the Village nor Employee shall assign its or his interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

The Village of Sauk Village Employment Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 12 day of January, 2010.

Executed:



The Honorable Lewis Towers, Mayor Date

Attest:



The Honorable Debra Williams, Village Clerk Date
(SEAL)



Frank B. Martin, Jr. Date

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 005

A ORDINANCE PROVIDING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS, IN A AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$575,000.00 FOR THE PURPOSE OF (i) PROVIDING ADDITIONAL FUNDS FOR THE WORKING CASH FUND AND (ii) FUNDING CERTAIN BOND ISSUANCE COSTS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 12TH day of January , 2010

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS
ORDINANCE NO. 10- 005

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$575,000, FOR THE PURPOSE OF (i) PROVIDING ADDITIONAL FUNDS FOR THE WORKING CASH FUND, AND (ii) FUNDING CERTAIN BOND ISSUANCE COSTS

WHEREAS by proceedings spread in full upon the records of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village" or "Village of Sauk Village") pursuant to the provisions of the Illinois Municipal Code of the State of Illinois, 65 ILCS 5/8-7-1, *et seq.*, as supplemented and amended (the "Municipal Code") and the Local Government Debt Reform Act 30 ILCS 350/1, *et seq.*, as supplemented and amended ("Debt Reform Act"), the Village Mayor and Village Board of Trustees (the Board of Trustees is herein referred to as the "Board" and the Mayor and the Board are collectively referred to as the "Corporate Authorities") have heretofore proceeded, and do hereby determine, as follows:

A. The Board does hereby determine that it is advisable and in the best interests of the Village to borrow not to exceed \$575,000 at this time for the purpose of increasing the existing Working Cash Fund of the Village to permit the Village to have in its treasury sufficient money to meet demands thereon for ordinary and necessary expenditures for the Village's general and special corporate purposes and, in evidence of such borrowing, issue the full faith and credit bonds of the Village in the principal amount of not to exceed such amount; and

B. The Village has no funds on hand to increase the Working Cash Fund and, pursuant to the pertinent sections of the Municipal Code, does hereby determine that it is necessary and advisable at this time to borrow money, and as evidence thereof, issue its General Obligation Bonds, Series 2010, in the amount of not to exceed \$575,000 (the "Bonds") to pay the same, and the Board so authorizes the issuance at this time; and

WHEREAS, the issuance of the Bonds shall be operative and valid without the submission thereof to the electors of the Village for approval in accordance with the Illinois Municipal Code and the Bond Issue Notification Act; and

WHEREAS, the Bonds and the debt service thereon are a general obligation of the Village subject to payment from the Bond Fund established for such purpose; and

WHEREAS, the Bonds shall be payable from a direct annual ad valorem tax levied against all taxable property in the Village without limitation as to rate or amount, sufficient to pay and discharge the principal thereof at maturity and to pay the interest thereon as it falls due (the "Series 2010 Working Cash Fund Taxes"); and

WHEREAS, provision is hereinafter made for abating the Series 2010 Working Cash Fund Taxes; and

WHEREAS, the County Clerks of the Counties of Cook and Will (the "County Clerks") are herein authorized to extend and collect said taxes so levied for the payment of the Bonds without limitation as to rate or amount.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS AS FOLLOWS:


Adopted January 12, 2010.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

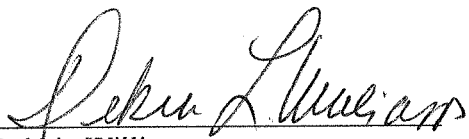
Approved January 12, 2010



Lewis Towers
Village Mayor

Published in pamphlet form and recorded in the Village Records January 12, 2010.

Attest:



Debbie Williams
Village Clerk

(Seal)

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ARTICLE I

Incorporation of Preambles

The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

ARTICLE II

Authority and Purpose

This Ordinance is adopted pursuant to the powers of the Village (as a non-home rule municipality) under the Municipal Code and the Debt Reform Act for the purpose of increasing the Village's Working Cash Fund and paying certain costs of issuance. The foregoing purposes are hereby authorized to be undertaken by the Village.

ARTICLE III

Authorization

It is hereby found and determined that the Village has been authorized by the Municipal Code and Debt Reform Act to borrow the sum of an amount not to exceed \$575,000 upon the credit of the Village and as evidence of such indebtedness to issue the Bonds, as provided by the Municipal Code and Debt Reform Act, in said amount, the proceeds of the Bonds to be used for the purpose of (i) providing additional funds for the Working Cash Fund, and (ii) funding certain bond issuance costs with respect to the Bonds. The Bonds are payable both as to principal and interest from (i) the Series 2010 Working Cash Fund Taxes, and (ii) such other funds of the Village as may be necessary and on hand from time to time and lawfully available for such payment, subject to appropriate Board action.

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The total amount of the Bonds, the maturity dates, principal amounts, premium (if any and if permitted by applicable federal and Illinois law), interest rates, tax levies, any municipal bond insurance, and all other required terms and matters necessary for the closing and issuance of the Bonds, including without limitation those terms and matters specifically provided for herein, shall be determined prior to closing by the Village Mayor in consultation with any other Village officials as the Mayor shall deem appropriate. All such terms shall be set forth in a document acceptable to Wildman, Harrold, Allen & Dixon LLP (“Bond Counsel”) and the Del Galdo Law Group, LLC (“Village Counsel”), and such document shall be referred to as the “Bond Determination.” The Bond Determination will be executed at or prior to the closing for the Bonds by the Village Mayor, attested to by the Village Clerk, and the Mayor or other Village officials he designates are hereby authorized and directed to establish the terms of the Bonds required to be set forth in the Bond Determination subject to all parameters and terms set forth in this Ordinance and are hereby authorized and directed to execute and deliver the Bond Determination and any and all other documents necessary in the judgment of Bond Counsel, including, without limitation, changes of a technical nature to the Bond Ordinance which, in the opinion of Bond Counsel, the Mayor is hereby authorized to make, to complete the transactions contemplated herein on behalf of the Village. This Ordinance and the Bond Determination are collectively referred to herein as the “Bond Ordinance” or “Ordinance.”

Interest on each Bond shall be paid by check of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (in its capacity as such, respectively, the “Bond Registrar” or “Paying Agent”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding each interest payment date. The principal of and the

interest on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar on February 1 of each year in accordance with the schedule to be set forth in the Bond Determination.

The Bonds are to be issued in fully registered form in the denomination of \$5,000 (principal amount) or integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and the Bonds shall be numbered in such reasonable fashion as may be selected by the Bond Registrar. The Bonds shall bear interest from their dated date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, at rates per annum not exceeding 9%, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on February 1 and August 1 of each year, commencing on February 1, 2011.

The Bonds of each series shall mature (unless subject to mandatory redemption, as provided in the Bond Determination) on February 1 of such years and in such amounts as shall be set forth in the Bond Determination executed pursuant to this Ordinance, and shall bear interest at such rates per annum or be priced to yield at such rates as shall be set forth in the Bond Determination executed pursuant to this Ordinance.

The Bonds shall be signed by the manual or facsimile signature of the Village Mayor, and shall be attested by the manual or facsimile signature of the Village Clerk, and the seal of the Village shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village for the Bonds and showing the date of authentication. None of the Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any of the Bonds shall be conclusive evidence that it has been authenticated and delivered under this Ordinance. The certificate of authentication on any of the Bonds shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

ARTICLE IV

Global Form; Securities Depository

It is intended that the Bonds be registered so as to participate in a securities depository system with the Depository Trust Company ("DTC"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond for each of the maturities established in the Bond Determination. Upon initial issuance, the ownership of each series of the Bonds shall be registered in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Village and the Paying Agent are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the securities depository system of DTC, including the Blanket Letter of Representation (the "Letter of Representation") in standard form. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Village, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any broker-

dealer, bank or other financial institution for which DTC holds the Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the any of the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Village, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of any of the Bonds, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of any of the Bonds, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. While in the securities depository system of DTC, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond Certificate with respect to any of the Bonds. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Bonds at the close of business on the record date applicable to any interest payment date, the name "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the Paying Agent determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation, (b) the Letter of Representation shall be terminated for any reason, or (c) the Village determines that it is in the

best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Village or such depository's agent or designee, and if the Village does not select such alternate securities depository system then the Bonds may be registered in whatever name or names registered owners of the Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on Bonds and all notices with respect to the Bonds shall be made and given, respectively, in the manner provided in the Letter of Representation.

ARTICLE V

Transfer, Exchange and Registry

The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each of the Bonds shall be transferable only upon the registration books maintained by the Village for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the Village shall execute, and the Bond Registrar shall

authenticate and deliver, a new Bond registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the Bond Registrar, with a written instrument satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds, respectively, of the same maturity and interest rate and of the denominations of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of Bonds, the Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bond.

ARTICLE VI

Redemption

Section 1. Optional Redemption. The Bonds are not subject to optional redemption.

Section 2. Mandatory Sinking Fund Redemption. Any Bonds which are designated as Term Bonds in the Bond Determination shall be subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, on the dates and years and in the amounts as provided in the Bond Determination. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds

ARTICLE VII

Form of Bond

The Bonds shall be issued as fully registered Bonds and shall be in substantially the following form, the blanks to be appropriately completed when the Bonds are printed:

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF COOK AND WILL
VILLAGE OF SAUK VILLAGE
GENERAL OBLIGATION BOND
SERIES 2010

Maturity Date: Interest Rate: Dated Date: CUSIP
December 1, _____ % January 5, 2010 _____

Registered Owner: **CEDE & CO.**

Principal Amount:

[\$ _____ % Term Bonds Due _____ Yield _____ %

(Accrued Interest to be added from January 5, 2010)]

The VILLAGE OF SAUK VILLAGE, a municipal corporation and a non-home rule unit of the State of Illinois situated in the Counties of Cook and Will (the "Village"), acknowledges itself indebted and for value received hereby promises to pay to the registered owner hereof, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest on such principal sum from the date hereof at the interest rate per annum specified above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America on February 1, 2011 and semiannually thereafter on the first days of February and August in each year (each, an "Interest Payment Date") until the principal sum shall have been paid, by check or draft mailed to the registered

owner of record hereof as of the 15th day of the calendar month next preceding such Interest Payment Date, at the address of such owner appearing on the registration books maintained by the Village for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar, or its successor (the "Bond Registrar"). This Bond, as to principal and premium, if any, will be payable in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois (the "Paying Agent") for the Bonds.

This Bond is one of a series of bonds issued in the aggregate principal amount of \$575,000 which are all of like tenor except as to date, maturity, and rate of interest, and which are authorized and issued under and pursuant to the Illinois Municipal Code, 65 ILCS 5/8-7-1, *et seq.*, as supplemented and amended (the "Municipal Code"), and the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.*, as supplemented and amended (the "Debt Reform Act") under and in accordance with an ordinance adopted by the Corporate Authorities on January 12, 2010 by Ordinance No. 10-_____ and entitled: "An Ordinance Providing for the Issuance of General Obligation Bonds, Series 2010, of the Village of Sauk Village, Cook and Will Counties, Illinois, in an Aggregate Principal Amount Not to Exceed \$575,000, for the Purpose of (i) Providing Certain Funds For The Working Cash Fund, and (ii) Funding Certain Bond Issuance Costs," and the Bond Determination executed pursuant to Ordinance No. 10-_____ (collectively referred to as the "Bond Ordinance"). This Bond is issued pursuant to the Municipal Code to increase the Village's Working Cash Fund and to pay certain costs of issuance with respect to the Village's General Obligation Bonds, Series 2010 (the "Bonds").

The Bonds are payable from (a) the Series 2010 Working Cash Fund Taxes, as defined in the Ordinance, and (d) such other funds of the Village as may be necessary and on hand from

time to time and lawfully available for such payment, all in accordance with the provisions of the Municipal Code and the Debt Reform Act. The full faith and credit of the Village are irrevocably pledged for the punctual payment of the principal, premium, if any, and interest on this Bond, according to its terms.

The Bonds are not subject to optional redemption.

[Mandatory redemption provisions, if any.]

This Bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered Bond or Bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this Bond shall be issued to the transferee in exchange therefor. In like manner, this Bond may be exchanged for an equal aggregate principal amount of Bonds of the same maturity and interest rate and of any of such authorized denominations. The Village or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Bond. No other charge shall be made for the privilege of making such transfer or exchange. The Village and the Bond Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Bond in order to make it a legal, valid and binding obligation of the Village have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of Bonds of which this Bond is one, together with all other indebtedness of the Village is within every debt or other limit prescribed by law.

No recourse shall be had for the payment of any Bonds against any officer who executes the Bonds, or against the Village Mayor, any member of the Village Board of Trustees, the Village Clerk or any official of the Village.

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ARTICLE IX

General Obligations

The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Village, and the Village shall be obligated to levy the Series 2010 Working Cash Fund Taxes for the payment of the principal of the Bonds, premium, if any, and the interest thereon, without limitation as to rate or amount except to the extent that such levy is abated in accordance with Article X of this Ordinance.

ARTICLE X

Tax Levy

In order to provide for the collection of direct annual taxes sufficient to pay the interest on the Bonds as they fall due, and also to pay and discharge the principal at maturity and the premium, if any, the Village shall levy upon all the taxable property within the Village the Series 2010 Working Cash Fund Taxes, for each of the years while the Bonds are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the Village, the Series 2010 Working Cash Fund Taxes as provided in the Bond Determination.

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the purchaser and the holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

NOTICE: The signature to this transfer and assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

ARTICLE VIII

Sale of the Bonds;

Approval of Preliminary Official Statement and the Official Statement

The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof and the execution of the Bond Determination as may be practical, and thereupon be deposited with the Bond Registrar, and be delivered to Bernardi Securities, Inc. (the "Underwriter"), upon receipt of the purchase price therefor, the same being as provided in the Bond Determination (but not less than 96% of the principal amount thereof). No person holding any office of the Village either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, shall have any interest in any purchase contract for the purchase of the Bonds. The Preliminary Official Statement for the Bonds is hereby approved and the prior distribution and use of the Preliminary Official Statement by the Underwriter and the other actions of the Village and their respective officers and employees relating to the offering, issuance and sale of the Bonds are hereby ratified, approved and confirmed. An Official Statement for the Bonds shall be approved pursuant to the Bond Determination. In the Bond Determination, the Village shall find and determine that the Bonds have been sold at such price and bear interest at such rate that neither the true interest cost (yield) nor the net interest rate received upon the sale of the Bonds exceeds the maximum rate otherwise authorized by applicable law. The Village Mayor and Village Clerk are authorized to execute any and all additional documents as deemed appropriate by Bond Counsel in order to expedite the issuance and sale of the Bonds.

action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the General Obligation Bond and Interest Fund of Series 2010 Bonds (the "Bond Fund"), hereby created, established to pay the principal of and interest on the Bonds. In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then further shall direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

ARTICLE XI

Filing of Bond Ordinance

Promptly, after this Ordinance has become effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerk. Upon the sale of the Bonds, such tax levies shall be modified as necessary pursuant to the terms of sale and as provided in the Bond Determination. The County Clerk shall in and for each of the years 2010 to 2019, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes so provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the

Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

ARTICLE XII

Use of Bond Proceeds

Accrued interest, if any, received on the delivery of any Bond is hereby appropriated for the purpose of paying first interest due on such Bond and is hereby ordered deposited into the Bond Fund. As further provided in the Bond Determination, the principal proceeds of the Bonds and any premium received on their sale, are hereby appropriated for the purpose of increasing the Working Cash Fund of the Village, and paying the expenses of issuing the Bonds including, without limitation, bond insurance premium and underwriter's discount.

The Village hereby establishes a special fund to be held by the Village, designated as the "Rebate Fund." In the event that the Village shall invest moneys in any investments which generate income that must be rebated or paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code, such income shall be deposited annually, within 10 days after the anniversary date of the date of issuance and delivery of the Bonds, in the Rebate Fund. Moneys in the Rebate Fund shall be applied to pay such sums as are required to be paid to the United States of America pursuant to Section 148(f) of the Internal Revenue Code and are hereby appropriated and set aside for such purpose. Moneys in the Rebate Fund may be reappropriated and used for other purposes. No such reappropriation and use shall relieve the Village of its obligation to make payments to the United States of America as required by Section 148(f) of the Internal Revenue Code.

IN WITNESS WHEREOF, the Village of Sauk Village has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Village Mayor, and its corporate seal or a facsimile thereof to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Village Clerk.

Dated: January __, 2010

VILLAGE OF SAUK VILLAGE, COOK AND
WILL COUNTIES, ILLINOIS

By: _____
Village Mayor

Attest:

By: _____
Village Clerk

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the General Obligation Bonds, Series 2010, described in the within-mentioned Bond Ordinance.

AMALGAMATED BANK OF CHICAGO, as
Bond Registrar and Paying Agent

By: _____
Authorized Representative

Dated: January __, 2010

No investment shall be made of any moneys in Bond Fund except as set forth in this Bond Ordinance. Except as required by this Bond Ordinance, all income derived from such investments in respect of moneys or securities in any fund shall be credited in each case to the fund in which such moneys or securities are held.

ARTICLE XIII

Tax Intercept; Deposit of Moneys

The Board authorizes the Mayor to enter into a Tax Intercept Agreement among the County of Cook, the County of Will, the Village, and the Paying Agent upon the advice of Bond Counsel and Village Counsel. The Tax Intercept Agreement will require that the Series 2010 Working Cash Fund Taxes, when collected, shall be segregated and deposited via ACH deposit by the Cook County Treasurer and the Will County Treasurer promptly with the Paying Agent. All Series 2010 Working Cash Fund Taxes received by the Paying Agent shall be paid to the Bond Fund and segregated therein for the payment of the principal installments of and interest on the Bonds.

ARTICLE XIV

General Regulations as to Moneys and Funds

Moneys in any fund or account held by the Paying Agent, on instructions signed by the Mayor, shall be invested by the Paying Agent in investment obligations or be deposited in time or other accounts, maturing in the amounts and at the times necessary to provide funds to make the payments to which such moneys are applicable. For the purpose of this Ordinance, the following obligations will be considered "Permitted Investments" for all purposes, including defeasance investments in refunding escrow accounts:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation), or

- (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

For the purpose of this Ordinance, the following obligations will be considered “Permitted Investments” for all purposes other than defeasance investments in refunding escrow accounts:

- (1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
 - Export-Import Bank
 - Farm Credit System Financial Assistance Corporation
 - Rural Economic Community Development Administration (formerly the Farmers Home Administration)
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA’s)
 - Federal Housing Administration
 - Federal Financing Bank;
- (2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
 - Senior debt obligations rated “Aaa” by Moody’s and “AAA” by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
 - Obligations of the Resolution Funding Corporation (REFCORP)
 - Senior debt obligations of the Federal Home Loan Bank System
 - Senior debt obligations of other Government Sponsored Agencies;
- (3) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by S&P and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.);
- (4) Commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by S&P and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase;
- (5) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P;

- (6) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
- (A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or
 - (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.
- (7) General obligations of states with a rating of at least "A2/A" or higher by both Moody's and S&P.

Subject to the provisions of this Article, including without limitation Section 6, any obligations so purchased with moneys in any fund or account shall be deemed at all times to be part of said fund or account and the interest thereon and any profit arising on the sale thereof shall be credited to said fund or account, and any loss resulting on the sale thereof shall be charged to said fund or account. Obligations so purchased as an investment of moneys in any such fund or account shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any transfer, withdrawal, payment or disbursement from said fund or account, or in the case of any required transfer of moneys, may be transferred to that fund or account in lieu of the required moneys. The Paying Agent shall not be liable or responsible for any loss resulting from any investment made in accordance with the Bond Ordinance. In computing for any purpose hereunder the amount in any fund or account on any

date, obligations so purchased, if due within one year after such date, shall be valued at the face value exclusive of accrued interest, or, if not due within one year after such date, shall be valued at market value (exclusive of accrued interest) and may be so valued as of any time within 30 days prior to such date.

All moneys (not including securities) held by the Paying Agent may be deposited by it, on demand or time deposit, in its banking department or with such other banks or trust companies which are lawful depositories as may be designated by the Village and approved by the Paying Agent. No such moneys shall be deposited with any bank or trust company, in an amount exceeding fifty percent (50%) of the amount which an officer of such bank or trust company shall certify to the Paying Agent as the combined capital and surplus of such bank or trust company. No such moneys shall be deposited or remain on deposit with any bank or trust company in excess of the amount guaranteed or insured by the Federal Deposit Insurance Corporation or other Federal agency, unless such bank or trust company shall have lodged with the trustee department of the Paying Agent as collateral for such deposit, Federal Obligations having a market value at the time of such deposit (exclusive of accrued interest) at least equal to the amount of such moneys. The Paying Agent shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar funds of similar size and under similar conditions or as required by law. For the purpose of this Ordinance, "Federal Obligations" shall mean direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

ARTICLE XV

Bank Qualification

The Village hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Village hereby certifies that (i) none of the Bonds will be at anytime a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2010 the Village has not issued any tax-exempt obligations of any kind other than the Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the Village and (iii) not more than \$30,000,000 of obligations of any kind (including the Bonds), issued by or on behalf of the Village during calendar year 2010 will be designated for purposes of Section 265(b)(3) of the Code.

ARTICLE XVI

Not Private Activity Bonds

None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended (the “Code”). In support of such conclusion, the Village certifies, represents and covenants as follows:

- (a) No direct or indirect payments are to be made on any Bond with respect to any private business use by any person other than a state or local governmental unit.
- (b) None of the proceeds of the Bonds is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

ARTICLE XVII

General Arbitrage Covenants

The Village represents and certifies as follows with respect to the Bonds:

(1) The Village has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Treasury Regulations Section 1.148-2(b)(2); and

(2) Moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

ARTICLE XVIII

Arbitrage Rebate

The Village certifies and covenants as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “Rebate Requirement”) to the United States as they relate to the Bonds:

(1) Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

(2) Relating to applicable exceptions, the Village Treasurer or the Village Mayor is hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village. If such election may result in a “penalty in

lieu of rebate” as provided in the Code, and such penalty is incurred (the “Penalty”), then the Village shall pay such Penalty.

(3) The officers of the Village shall cause to be established, at such time and in such manner as they may deem necessary or appropriate hereunder, the Rebate Fund, and such officers shall further, not less frequently than annually, cause to be transferred to the Rebate Fund the amount determined to be the accrued liability under the Rebate Requirement or Penalty. Said officers shall cause to be paid to the United States, without further order or direction from the Corporate Authorities, from time to time as required, amounts sufficient to meet the Rebate Requirement or to pay the Penalty.

(4) Proceeds of the Bonds and other funds of the Village are hereby authorized to be used to meet the Rebate Requirement or to pay the Penalty, but only if necessary after application of investment earnings as aforesaid and only if appropriated by the Corporate Authorities.

ARTICLE XIX

Further Tax Covenants

The Village covenants with the holders of the Bonds, from time to time outstanding that it: (i) will take all actions which are necessary to be taken (and avoid any actions which it is necessary to avoid taking) so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under existing law including, without limitation, the Code; (ii) will take all actions reasonably within its power to take which are necessary to be taken (and avoid taking any actions which are reasonably within its power to avoid taking and which it is necessary to avoid) so that interest on the Bonds will not be or become included in gross income for federal income tax purposes under the federal income tax laws as in effect from

time to time; and (iii) will take no action in the investment of the proceeds of the Bonds, the Working Cash Fund or any other fund of the Village which would result in making interest on the Bonds subject to federal income taxes by reason of causing the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (i) through its officers, to make such further specific covenants, certifications and representations as shall be truthful, and assurances as may be necessary or advisable; (ii) to comply with all representations, covenants and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (iii) to consult with such counsel and to comply with such advice as may be given; (iv) to file such forms, statements and supporting documents as may be required and in a timely manner; and (v) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Village in such compliance.

ARTICLE XX

Registered Form

The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

ARTICLE XXI

List of Bondholders

The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

ARTICLE XXII

Duties of Bond Registrar

If requested by the Bond Registrar, the Mayor and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (1) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (2) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (3) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (4) to furnish the Village at least annually a certificate with respect to Bonds canceled and/or destroyed; and
- (5) to furnish the Village at least annually an audit confirmation of Bonds paid, outstanding Bonds, and payments made with respect to interest on the Bonds.

which, together with any moneys on deposit with the Paying Agent at the same time for such purpose, shall be sufficient, to pay when due the principal of, the interest on and the redemption premium, if any, due on the Bonds and to become due on said Bonds on and prior to the redemption date or maturity date thereof as the case may be, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days, the Village shall have given the Paying Agent, in form satisfactory to it, irrevocable instruments to mail, as soon as practicable, a notice to the holders of such Bonds that the deposit required by clause (2) above has been made with the Paying Agent and that said Bonds are deemed to have been paid in accordance with this Article and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, the redemption price of, if any, and accrued interest on, said bonds. Except as provided below in this Article, neither the Federal Obligations or any moneys so deposited with the Paying Agent nor any moneys received by the Paying Agent on account of principal of or interest on said Federal Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal or redemption price of the Bonds for the payment or redemption of which they were deposited and the interest accrued thereon to the date of maturity or redemption.

Federal Obligations and moneys held pursuant to this Article may be withdrawn by the Village provided that there is substituted in place of such Federal Obligations and moneys other Federal Obligations and moneys sufficient for the purposes of this Article and, provided further that, prior to such substitution there is filed with the Paying Agent (i) a verification report signed by an independent certified public accountant stating that the Federal Obligations and moneys, as substituted, are sufficient to pay the principal and redemption price of, and interest on, all Bonds

ARTICLE XXIII

Defeasance and Payment of Bonds

If the Village shall pay or cause to be paid to the holders of the Bonds, the principal of, the interest on and the redemption premium, if any, due on the Bonds, at the times and in the manner stipulated therein and in the Bond Ordinance, then, at the option of the Village expressed in a certificate delivered to the Paying Agent (an "Officer's Certificate"), the pledge of Series 2010 Working Cash Fund Taxes shall become ineffective and any pledge of other moneys, securities and funds pledged and the covenants, agreements and other obligations of the Village to the Bondholders hereunder shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Village expressed in an Officer's Certificate delivered to the Paying Agent, execute and deliver to the Village all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Village all moneys, securities and assets held by it pursuant to this Bond Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds, or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Article if (1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, (2) there shall have been deposited with the Paying Agent for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) Federal Obligations the principal of and interest on which when due will provide moneys

with respect to which provision for payment was made by deposit of such substituted Federal Obligations pursuant to the provisions of this Article, and (ii) an opinion of nationally recognized bond counsel to the effect such substitution has been duly authorized in accordance with the Bond Ordinance and will not affect adversely the tax-exempt status of any Bonds previously authenticated and delivered under this Bond Ordinance.

ARTICLE XXIV

Bond Insurance

The Village may purchase a municipal bond insurance policy (the “Bond Insurance Policy”) for the Bonds, or any maturity thereof. Authority is delegated to the Mayor to determine whether it is in the best interest of the Village for the Village to purchase the Bond Insurance Policy. If the Mayor shall determine that the purchase of the Bond Insurance Policy is in the best interests of the Village, the Mayor is authorized to execute such documents as are necessary to purchase the Bond Insurance Policy and to pay the Bond Insurance Policy premium from the proceeds of the Bonds. The Bond Determination shall establish the specific terms of any such Bond Insurance Policy.

ARTICLE XXV

Miscellaneous

Section 1. Evidence of Signatures of Bondholders and Ownership of Bonds. Any instrument which the Bond Ordinance may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Any request, consent or other instrument executed by the holder or owner of any Bond shall bind all future holders of such Bond in respect of anything done or suffered to be done hereunder by the Village

Section 3. Preservation and Inspection of Documents. All reports, certificates, statements, and other documents received by the Paying Agent under the provisions of the Bond Ordinance shall be retained in its possession and shall be available at all reasonable times to the inspection of the Village, any Bondholder, or Bernardi Securities, Inc., and their agents and representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents may, at the election of the Paying Agent, be destroyed or otherwise disposed of at any time six years after such date as the pledges created by the Bond Ordinance shall be discharged as provided herein. In addition, on February 1 and August 1 of each year until the Bonds reach maturity, the Paying Agent shall send reports of transactions relating to the Bond Fund, to Bernardi Securities, Inc.

Section 4. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

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or the Paying Agent in accordance therewith. Proof of (i) the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, or (ii) the ownership by any person of any Bonds, shall be sufficient for any purpose of the Bond Ordinance if made in the following manner, or in any other manner satisfactory to the Paying Agent which may, nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of any such instrument may be proved by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer.

(2) The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be an officer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or an assistant secretary.

(3) The ownership of Bonds, the amount, numbers and other identification thereof, and the dates of owning the same, shall be proved by the registry books.

Section 2. Cancellation of Bonds. All Bonds purchased, redeemed or paid shall, if surrendered to the Village, be canceled by it and delivered to the Paying Agent, or if surrendered to the Paying Agent, be canceled by it. No such Bonds shall be deemed outstanding under the Bond Ordinance and no Bonds shall be issued in lieu thereof. All such Bonds shall be canceled and destroyed by the Paying Agent and a certificate thereof delivered to the Village.

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the Mayor and Board of Trustees (the "Corporate Authorities") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the 12th day of January, 2010, insofar as the same relates to the adoption of an ordinance, numbered 10-_____:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$575,000, FOR THE PURPOSE OF (i) PROVIDING ADDITIONAL FUNDS FOR THE WORKING CASH FUND, AND (ii) FUNDING CERTAIN BOND ISSUANCE COSTS

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as supplemented and amended, and the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village this 12th day of January, 2010.

Debbie Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village ORDINANCE No. 10 – 005 entitled:

AN ORDINANCE PROVIDING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2010, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$575,000.00 FOR THE PURPOSE OF (i) PROVIDING ADDITIONAL FUNDS FOR THE WORKING CASH FUND AND (ii) FUNDING CERTAIN BOND ISSUANCE COSTS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 12 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 12 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 12th day of January 12 , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 006

A ORDINANCE APPROVING AN AGREEMENT WITH ROBINSON ENGINEERING,
LTD. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 26TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 26TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 006

**AN ORDINANCE APPROVING AN AGREEMENT WITH ROBINSON
ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to efficiently maintaining and ensuring the safety of the roadways within the Village; and

WHEREAS, the Village recognizes the need for a third-party consultant to assist the Village with maintaining and ensuring the safety of the roadways in the Village (the "Services"); and

WHEREAS, the Services shall include, without limitation, providing preliminary engineering services and furnishing engineering field inspections; and

WHEREAS, Robinson Engineering, Ltd. ("Robinson") has provided the Corporate Authorities with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Robinson will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought herein, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

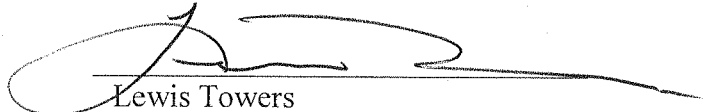
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

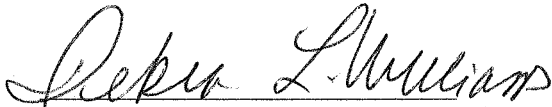
ABSENT: NONE

PASSED AND APPROVED THIS 26TH day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 06 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH ROBINSON ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 26 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 26 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 26th day of January , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 007

A ORDINANCE AUTHORIZING AND APPROVING A CERTAIN CHANGE ORDER IN
CONNECTION WITH A CONSTRUCTION PROJECT FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 26TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 26TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-007

**AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN CHANGE
ORDER IN CONNECTION WITH A CONSTRUCTION PROJECT FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, previously, the Village entered into an agreement (the "Agreement") with Gallagher Asphalt Corporation ("Gallagher"); and

WHEREAS, the purpose of the Agreement was for Gallagher to provide asphalt and concrete materials and services (the "Services") used in connection with Motor Fuel Tax related infrastructure projects (collectively, the "Projects"); and

WHEREAS, Motor Fuel Tax funds allotted to the Village by the State of Illinois, under the supervision of the Illinois Department of Transportation, were used entirely or in part to finance the Services; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have been advised that, among other things, due to certain unforeseen events and contingencies, the actual cost of construction materials used in connection with the Services was less than estimated, which resulted in a cost reduction to the amount of the Agreement (the "Change Order"), which is particularly set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Village Engineer has recommended that the Village Board effectuate the Change Order (the "Recommendation"), attached hereto and incorporated herein as Exhibit B; and

WHEREAS, based on the information contained in the Recommendation, the Corporate Authorities determined and do hereby determine that the Change Order was unforeseeable at the time that the Agreement was entered into; and

WHEREAS, due to the Recommendation and in accordance with Section 33E-9 of the Criminal Code of 1961 (720 ILCS 5/33E-9), the Corporate Authorities have heretofore determined and do determine that: (a) the circumstances necessitating the

changes set forth in the Change Order were not reasonably foreseeable at the time that the Agreement was executed; (b) the changes are germane to the Agreement as signed; and (c) effectuating the terms of the Change Order is in the best interests of the Village and is authorized by law; and

WHEREAS, a request for final payment (the "Request for Payment") has been made and Gallagher has requested that the Village approve the Change Order; and

WHEREAS, due to the findings set forth in the Recommendation, the Corporate Authorities determine that the Change Order and the Request for Payment are authorized by law, are advisable and in the best interests of the Village and its residents, are necessary for the proper completion of the Projects and are in accordance with the intent of the original construction documents, the Agreement and the previous findings of the Village Board;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Change Order is hereby approved in substantially the same form and amount as set forth in Exhibit A. The Change Order authorized herein shall result in a decrease to the Agreement amount of approximately Four Thousand, Six Hundred Ninety-Two and 12/100 U.S. Dollars (\$4,692.12), which changes are more specifically set forth in Exhibit A. Based on the Recommendation and in accordance with Section 33E-9 of the Criminal Code of 1961 (720 ILCS 5/33E-9), the Corporate Authorities have heretofore determined and do determine that: (a) the circumstances necessitating the changes set forth in the Change Order were not reasonably foreseeable at the time that the Agreement was executed; (b) the changes are germane to the Agreement as signed; and (c) effectuating the terms of the Change Order is in the best interests of the Village and is authorized by law. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Ordinance. Any and all bidding or public notification requirements, as applicable to the transaction contemplated herein, are hereby waived by act of the Corporate Authorities.

That the terms and provisions of the Change Order are hereby approved in the amount set forth in Exhibit A, with such insertions, omissions and changes as shall be approved by the President, the Village Attorney or other members of the governing body of the Village executing the same, The President is hereby authorized and directed to execute and the Village Clerk, if necessary, is hereby authorized and directed to attest to

and countersign the Change Order and any related exhibits attached thereto, whether or not such documents are attached to this Ordinance and the Village Clerk is also authorized to affix the Seal of the Village to such documentation as is deemed necessary.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this Ordinance and shall take all action necessary in conformity therewith including, without limitation, the execution and delivery of any documents required to be delivered in connection with the Change Order. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

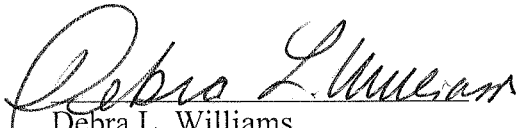
ABSENT: NONE

PASSED AND APPROVED THIS 26TH day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 07 entitled:

AN ORDINANCE AUTHORIZING AND APPROVING A CERTAIN CHANGE ORDER IN CONNECTION WITH A CONSTRUCTION PROJECT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 26 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 26 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 26th day of January , 2010.

Debra L. Williams
Village Clerk

(SEAL)

EXHIBIT A

EXHIBIT B



James M. Czarnik, PE
Direct Line: (815) 412-2716
Email: jczarnik@reltd.com

January 20, 2010

Project 09-008.01

Village of Sauk Village
21701 Torrence Ave.
Sauk Village, IL 60411
Attn: Ms. Brunetta Hill-Corley, Chief of Staff

RE: 2009 MFT/CDBG Resurfacing Change Order Recommendation

Dear Ms. Hill-Corley:

Attached is a copy of IDOT's approval of "The Request for Approval of Change in Plans No. 1" for the 2009 MFT/CDBG resurfacing project. The actual constructed quantities came in under our original estimates, which resulted in an overall deduction from the approved contract amount. Therefore, we recommended that Sauk Village accept this deduction, which saved the Village MFT funds that can be utilized in future projects. The Mayor accepted this credit per his signature on the request for change order form dated December 8, 2009.

Should you have any questions or require any further information, please feel free to contact me.

Very truly yours,

ROBINSON ENGINEERING, LTD.

A handwritten signature in cursive script that reads "James M. Czarnik".

James M. Czarnik, PE
Senior Engineer
JMC/pc

R:\2009\09-008.sv\09-008.01\Digital Correspondence\RE-LT1-Chief of Staff-Change Order Recommendation.doc

Encl.



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois / 60196-1096
Telephone 847/705-4000

LOCAL ROADS AND STREETS

Motor Fuel Tax – Request for Approval of Change in Plans
Village of Sauk Village
Section No.: 09-00027-00-RS
Cook County

December 29, 2009

Ms. Debbie Williams
Village Clerk
Village of Sauk Village
21801 Torrence Avenue
Sauk Village, IL 60411

Dear Ms. Williams:

The Request for Approval of Change in Plans No. 1 and Final for the above-referenced section was approved as of December 29, 2009.

Enclosed is one (1) copy for your records. If you have any questions or need additional information, please contact Melchor Mangoba, Field Engineer, at (847) 705-4408 or via e-mail at Melchor.Mangoba@Illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

A handwritten signature in black ink, appearing to read 'C. Holt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Meghan Needham, Robinson Engineering, Ltd. w/encl.



Illinois Department of Transportation

09-009.01

Request for Approval of Change In Plans

Date Request No. 1 [] Final [x] Final

Contractor Gallagher Asphalt Corp Address 18100 South Indiana Avenue Thornton, IL 60478

County COOK Road District or Municipality VILLAGE OF SAUKVILLE Section 09-00027-00-RS

I recommend that an [] addition [] extension [x] deduction

be made [] to the above contract, [x] from

Between Station and Station a net length of (Do not fill in unless a change in length is involved)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the contract unit prices. Show station location for major items.

Table with 5 columns: Item Description and Unit, Quantity, Unit Price, Additions, Deductions. Includes rows for PREPARATION OF BASE, AGGREGATE BASE REPAIR, BITUMINOUS MATERIALS, HOT-MIX ASPHALT BINDER COURSE, etc. Total: 5,830.00 Additions, 11,322.12 Deductions. Net Change: -4,892.12

BLR 12216 (Rev. 7/7/04)

Amount of original contract \$ 94,692.10
Amount of previously adjusted contract \$
Amount of adjusted/final contract \$ 89,999.98
Total net addition
 deduction to date \$ 4,692.12 Which is 4.95% of Contract Price

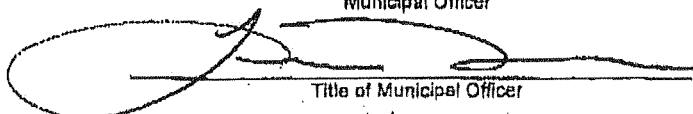
State fully the nature and reason for the change Final quantities as measured in the field.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
- The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Signed _____
 Highway Commissioner

 Date

Signed MAYOR _____
 Municipal Officer

 Title of Municipal Officer
12/8/09
 Date

Approved Recommended _____
 County Engineer

 Date

Approved Diane O'Keefe _____
 District Engineer
DEC 29 2009
 Date

Note Make out separate form for change in length quantities.
 Give net quantities only.
 Submit 3 copies of this form to District Engineer (4 copies for road district).
 If plans are required attach 3 sets.

Group

TYPICAL OPERATION WITHIN GROUP

- I Non-engineering items; materials or services purchased without a proposal; i.e. electrical energy and expendable small tools.
- II Routine day labor maintenance items, i.e. street sweeping, tree trimming or removal, mowing, ice and snow control, cleaning ditches, brush removal, traffic signal maintenance, lighting maintenance and purchases by a proposal of materials not directly incorporated into the work. Items requiring minimum preliminary engineering and no engineering inspection.
- III Day labor maintenance items requiring material proposal. Items furnished and spread or delivered to jobsite by material suppliers. Items requiring preliminary engineering and/or engineering inspection.
- IV Contract maintenance items performed by contractors. Items requiring preliminary engineering and/or engineering inspection.

Notes:

- (1) The negotiated fee shall not exceed the acceptable fee percentage for each group and shall be negotiated based on the level of complexity involved.
- (2) PRELIMINARY ENGINEERING: The negotiated fee for each group shall be applied to the total estimated costs of those items in that group (excluding engineering cost).
- (3) ENGINEERING INSPECTION: To compute the estimated cost, the negotiated fee for each group shall be applied to the total estimated cost of those items in that group to be inspected. The actual fee paid shall be based on the final costs of those items in that group given field inspection by the Engineer.
- (4) Payment for maintenance engineering may be arranged:
 - (a) On the basis of base fees plus percentage fees not to exceed the fees listed, or
 - * (b) On the basis of the actual cost of services plus a specified percentage for overhead, or
 - * (c) On the basis of a lump sum fee.
 - * If method (b) or (c) is employed, the total engineering cost shall not be greater than the amount determined under method (a).
- (5) Ten percent of the total fee is to be withheld until such time as the expenditure statement is submitted and the final cost of inspected items is known.
- (6) Each maintenance operation shown on the "Estimate of Maintenance Costs" shall show the applicable engineering Group (I to IV) for which the operation applies.
- (7) Base fee applies only to preliminary engineering.



**Illinois Department
of Transportation**

**Maintenance Engineering to be
Performed by a Consulting Engineer**
(to be attached to BLR 14231 or BLR 14221)

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

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (In consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution, estimate and proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract or acceptance of proposal forms; and the preparation of the maintenance expenditure statement within 3 months.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection (including preparation of payment estimates, material testing and/or checking material invoices) of those maintenance operations requiring professional on-site inspection, as opposed to those ordinary operations such as street sweeping, snow removal, tree trimming, crack filling, cleaning ditches and culverts, etc., which typically require no professional inspection.

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

SCHEDULE OF FEES

Value of Program		BASE FEE			
<input checked="" type="checkbox"/> > \$15,000		\$1,000.00			
<input type="checkbox"/> ≤ \$15,000 (Negotiated: \$1,000 Max.)					
PLUS					
Group	Preliminary Engineering		Engineering Inspection		Operation to be Inspected, Etc.
	Acceptable Fee %	Negotiated Fee %	Acceptable Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
II	2%	2%	NA	NA	NA
III	4%	4%	4%	4%	
IV	5%	5%	6%	6%	

SIGNATURES

By: _____
Local Agency Official Signature

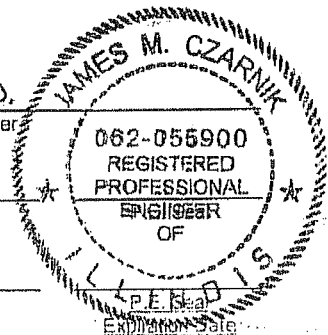
Title

Date

By: Robinson Engineering, Ltd.
Consulting Engineer

James M. Czarnik
Signature

12/10/09
Date



VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 008

A ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE OF A
CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS (MIDWEST BANK)

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 26TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 26TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-008

**AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY
DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST
BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, pursuant to Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) the corporate authorities of a municipality may borrow money from any bank or other financial institution provided such money shall be repaid within ten (10) years from the time the money is borrowed; and

WHEREAS, on or about August 26, 2008, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed Ordinance No. 08-51, titled "*An Ordinance Establishing a Line of Credit with First Midwest Bank*" ("Ordinance 08-51"); and

WHEREAS, Ordinance 08-51 authorized the Village to establish a line of credit (the "Line") in the principal amount of Five Hundred Thousand and No/100 U.S. Dollars (\$500,000.00) with First Midwest Bank (the "Bank"); and

WHEREAS, in furtherance of establishing and borrowing against the Line, Ordinance No. 08-51 authorized the Village to execute certain documents including, but not limited to, the promissory note (the "Note"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, on or about October 13, 2009, the Corporate Authorities approved extending the maturity date of the Note until January 31, 2010; and

WHEREAS, the Bank expressed its intent to extend the maturity date of the Note upon the Village's passage and submittal of this Ordinance; and

WHEREAS, the Corporate Authorities, in joint action with the Bank, find that it is in the best interests of the Village and its residents to extend the maturity date of the Note until April 30, 2010;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to take all acts to extend the Note's maturity date to April 30, 2010. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3: As of the date of passage of this Ordinance, the outstanding balance on the Line is \$200,000.

SECTION 4: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 08 entitled:

AN ORDINANCE AUTHORIZING THE EXTENSION OF THE MATURITY DATE OF A CERTAIN PROMISSORY NOTE ISSUED TO FIRST MIDWEST BANK FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (MIDWEST BANK)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 26 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 26 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 26th day of January , 2010.

Debra L. Williams
Village Clerk

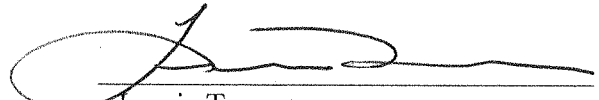
(SEAL)

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

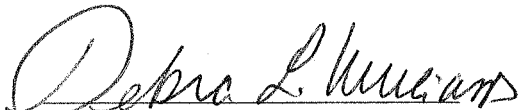
ABSENT: NONE

PASSED AND APPROVED THIS 26TH day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 009

A ORDINANCE RATIFYING AMENDMENTS TO AN AGREEMENT WITH
JACOBS GROUP, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 26TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 26TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 009

**AN ORDINANCE RATIFYING AMENDMENTS TO AN AGREEMENT WITH
JACOBS GROUP, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to the efficient management and operation of the Village's financial affairs; and

WHEREAS, to ensure the most efficient operation of the Village's financial affairs, the Village desires to seek investors interested in providing financing to the Village; and

WHEREAS, the Village recognizes the need for a third party to recommend investors that will provide financing to the Village (the "Services"); and

WHEREAS, the Services will consist of, among other things, identifying potential investors interested in providing financing to the Village upon terms acceptable to the Corporate Authorities; and

WHEREAS, previously, the Corporate Authorities approved entering into an agreement (the "Agreement") with Jacobs Group, Inc. ("Jacobs Group"), which set forth the terms, covenants and conditions under which Jacobs Group would provide the Services to the Village; and

WHEREAS, the Village determined it was in the best interests of the Village and its residents to amend the Agreement; and

WHEREAS, the Agreement, which contains the aforementioned amendments, is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village shall have the right to reject or terminate the Agreement without any payment or reimbursement to Jacobs Group; and

WHEREAS, the Corporate Authorities find that it is advisable, necessary and in

the best interests of the Village and its residents to ratify the amendments to the Agreement; and

WHEREAS, the President is authorized to enter into and the Attorney is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby approves of and ratifies the amendments to the Agreement and authorizes and directs the President or his designee to execute any and all documentation and take any and all steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Village retains the right to reject the Agreement without any payment or reimbursement to Jacobs Group. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

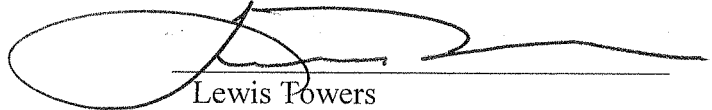
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

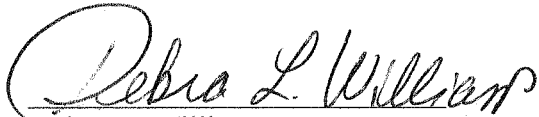
ABSENT: NONE

PASSED AND APPROVED THIS 26th day of January, 2010



Lewis Powers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

January 18, 2010
The Honorable Lewis Towers
Mayor of Village of Sauk Village
Sauk Village, Illinois 60411

Dear Mayor Towers:

This will confirm the terms of our mutual understanding and agreement ("Agreement") in connection with the efforts of Jacobs Group, Inc ("Finder") to obtain financing for the Village of Sauk Village (the "Village") (collectively, Finder and the Village may be referred to herein as the "Parties") as follows:

1. Appointment.

The Village hereby authorizes Finder, on a non-exclusive basis, for a period not more than 60 days (the "Appointment Period"), to identify investors, underwriters, joint venturers, lenders and/or guarantors (collectively "Investors") interested in providing Financing (as defined below) for the Village on terms acceptable to the Village and Investors. The Appointment Period is subject to extension upon mutual agreement between the Finder and the Village.

However, it is agreed that the Finder shall have no continuing role or part of the negotiations or relationship between any Investors that the Finder identifies to the Village (apart from any rights granted under section 2) It is further understood that in the event other consultants effect financing for the Village, Finder's agreement is terminated; 3) and that Finder is not now, nor shall it ever be, an agent of the Village.

It is understood that Finder is acting as a finder only, is not a licensed securities broker or dealer, and shall have no authority to enter into any commitments on the Village's behalf, or to hold any funds or securities in connection with Financing or to perform any act which would require Finder to become licensed as a securities or real estate broker or dealer.

Finder acknowledges that this agreement is non-exclusive in nature and that other persons/entities are working to secure financing for the Village and that the Village will be the final arbiter in determining which entities shall be given credit for locating funding upon which the Village decides to execute. Further, the Finder understands and acknowledges that the Village will require Finder to defer to the decisions of its financial advisor and its attorneys is determining if a lead or contact provided by Finder is to be pursued by the Village. Additionally, Finder, either collectively or via its individual members, shall be required to represent to the Village that it (or they) has no financial interests (direct or indirect) with the provider of the Financing, save the terms of the anticipated transaction.

2. Compensation.

1.75% of the total amount of Financing;

"Financing", as used herein, shall mean all amounts, subject to terms and conditions acceptable to the Village, furnished to or for the use of the Village's general operations and not due, at the earliest, until 36 months from the closing of the transaction, at an interest rate not to exceed 7.5% per annum provided through Finder, with Investors directed or introduced by, or through the efforts of, Finder after the date of this Agreement, whether by investment in equity or debt securities of the Village or affiliates, loans, loan commitments, credit facilities, or guarantees of indebtedness.

3. Fees.

The fees due Finder as set forth in Section 2 above (the "Finder's Fee") are earned upon closing of the Financing and the Village's receipt of funds. The obligation of the Village to pay the Finder's Fee is wholly contingent upon and shall only become a binding obligation of the Village if the following terms are

Initial Village Btz

Initial Finder _____

January 18, 2010
The Honorable Lewis Towers
Mayor of Village of Sauk Village
Sauk Village, Illinois 60411

Dear Mayor Towers:

This will confirm the terms of our mutual understanding and agreement ("Agreement") in connection with the efforts of Jacobs Group, Inc ("Finder") to obtain financing for the Village of Sauk Village (the "Village") (collectively, Finder and the Village may be referred to herein as the "Parties") as follows:

1. Appointment.

The Village hereby authorizes Finder, on a non-exclusive basis, for a period not more than 60 days (the "Appointment Period"), to identify investors, underwriters, joint venturers, lenders and/or guarantors (collectively "Investors") interested in providing Financing (as defined below) for the Village on terms acceptable to the Village and Investors. The Appointment Period is subject to extension upon mutual agreement between the Finder and the Village.

However, it is agreed that the Finder shall have no continuing role or part of the negotiations or relationship between any Investors that the Finder identifies to the Village (apart from any rights granted under section 2) It is further understood that in the event other consultants effect financing for the Village, Finder's agreement is terminated; 3) and that Finder is not now, nor shall it ever be, an agent of the Village.

It is understood that Finder is acting as a finder only, is not a licensed securities broker or dealer, and shall have no authority to enter into any commitments on the Village's behalf, or to hold any funds or securities in connection with Financing or to perform any act which would require Finder to become licensed as a securities or real estate broker or dealer.

Finder acknowledges that this agreement is non-exclusive in nature and that other persons/entities are working to secure financing for the Village and that the Village will be the final arbiter in determining which entities shall be given credit for locating funding upon which the Village decides to execute. Further, the Finder understands and acknowledges that the Village will require Finder to defer to the decisions of its financial advisor and its attorneys is determining if a lead or contact provided by Finder is to be pursued by the Village. Additionally, Finder, either collectively or via its individual members, shall be required to represent to the Village that it (or they) has no financial interests (direct or indirect) with the provider of the Financing, save the terms of the anticipated transaction.

2. Compensation.

1.75% of the total amount of Financing;

"Financing", as used herein, shall mean all amounts, subject to terms and conditions acceptable to the Village, furnished to or for the use of the Village's general operations and not due, at the earliest, until 36 months from the closing of the transaction, at an interest rate not to exceed 7.5% per annum provided through Finder, with Investors directed or introduced by, or through the efforts of, Finder after the date of this Agreement, whether by investment in equity or debt securities of the Village or affiliates, loans, loan commitments, credit facilities, or guarantees of indebtedness.

3. Fees.

The fees due Finder as set forth in Section 2 above (the "Finder's Fee") are earned upon closing of the Financing and the Village's receipt of funds. The obligation of the Village to pay the Finder's Fee is wholly contingent upon and shall only become a binding obligation of the Village if the following terms are

Initial Village BHC

Initial Finder _____

change
section 1

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 09 entitled:

AN ORDINANCE RATIFYING AMENDMENTS TO AN AGREEMENT WITH JACOBS GROUP, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 26 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 26 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 26th day of January , 2010.

Debra L. Williams
Village Clerk

(SEAL)

met and wholly satisfied: (1) the total sum of money agreed to in the Financing has been actually received by the Village; and (2) all other obligations of Finder and the Investor have been met. All fees shall be paid by bank or cashier's check.

Superseding any other provision of this Agreement, the Parties acknowledge and agree that the Village has the freely exercisable, sole and absolute right to accept or reject any Investor and/or any offer of financing from any Investor brought to the attention of the Village, for any reason or no reason.

No Finder's Fee will be considered earned if the Village rejects an Investor or a financing plan. In the event Finder presents an Investor or a financing plan to the Village and the Village rejects the Investor or the financing plan, for any reason or no reason, the Village will have no obligation whatsoever to Finder, including without limitation, no obligation to pay the Finder's Fee, or any other reimbursement, cost or expense to Finder. Notwithstanding any other provision in this Agreement, if the Finder earns the Finder's Fee, the Village shall pay the Finder, the Finder's Fee within 60 days after the Village receives the funding from the Closing. Finder acknowledges the foregoing and agrees to abide by the same.

4. Termination.

This Agreement may be terminated in seven (7) days by either party by written notice to the other party in accordance with the notice provisions listed in section 7, but such termination shall not affect the obligation of Village to pay the Finder's Fee as to Financing consummated as a result of the efforts of the Finder, in accordance with the provisions listed in section 2. However, should the Financing be voided for any reason subsequent to closing then the Finder is obligated to return to Village such fees.

5. Accurate Information.

The Village hereby represents and warrants that all information provided to Finder by the Village pertaining to the Village shall be true and correct; and the Village shall hold Finder harmless from any and all liability, expenses or claims arising from the disclosure or use of such information.

Finder hereby represents and warrants that such information that the Finder utilizes in finding the Financing shall be limited to that information provided by the Village and that Finder shall hold the Village harmless from any liability or claims arising from any claims of misrepresentations related to such information or from any action Finder may take that would constitute a violation of securities law and shall indemnify, defend and hold harmless the Village for the same.

6. Applicable Law.

This Agreement is governed by and construed under the laws of the State of Illinois and any action brought by either party against the other party to enforce or interpret this Agreement shall be in accordance with the provision listed in section 14.

7. Notices.

Any notice, request, instruction or other document to be given under this Agreement by either party to the other party shall be in writing and (a) delivered personally; (b) sent by telecopy; (c) delivered by overnight express; or (d) sent by registered or certified mail:

If to the Village: Lewis Towers, Mayor of Village of Sauk Village, Sauk Village, IL 60411

If to Finder: 200 N Dearborn, Suite 3503 Chicago, IL 60602

or at such other address for a party as shall be specified by like notice. Any notice which is delivered

Initial Village Btc

Initial Finder _____

EXHIBIT A

personally, telecopied or sent by overnight express in the manner provided in this section shall be deemed to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the third business day after it is so placed in the mail.

8. Indemnification.

The Village agrees to indemnify, defend and hold Finder harmless from and against any and all claims, demands, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees and expenses), which may be incurred or which may be claimed by any person arising from Finder's use of information provided to Finder by the Village pertaining to the Village.

In no event shall Finder be liable for any attorneys' fees, court cost, special, incidental, consequential or punitive damages of any nature or for any reason, regardless of the form of action, whether in contract, tort, or otherwise, even if the other party is advised of that possibility.

Finder agrees to indemnify, defend and hold the Village harmless against any liability for any wrongs, claims or damages due to the acts or omissions of the Finder's joint venture or its individual members, including court costs and fees.

9. Complete Understanding.

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understanding, both written and oral, between the parties hereto with respect to the subject matter.

10. Headings and Capitalized Terms.

The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of its provisions

11. Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither Finder nor the Village may assign their rights or delegate their obligations under this Agreement without the prior written consent of the other.

12. Modification and Waiver.

None of the terms or conditions of this Agreement may be waived except in writing by the party which is entitled to the benefits thereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Finder and the Village. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver.

13. Attorney Fees.

If any arbitration holds that the Village has breached this Agreement, then the Finder will be entitled to recover from the Village expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

Initial Village

BHC

Initial Finder _____

If any arbitration holds that Finder has breached this Agreement, then each the Village will be entitled to recover from Finder expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

14. Dispute Resolution.

Any dispute or claim arising out of, or in connection with this Agreement will be settled by final and binding arbitration to be held in Cook County, Illinois in accordance with the commercial rules of the American Arbitration Association ("AAA"). Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction over: A) the award; B) the party against whom enforcement is sought; or C) that party's assets. The procedures and law applicable during the arbitration will be both the AAA rules and the internal substantive laws of Illinois (excluding any rules regarding conflicts of law). In such arbitration, the award of decision will be rendered by at least a majority of the members of an arbitration panel consisting of 3 members, one of whom will be appointed by each of the parties hereto and the third appointed by the 2 so-appointed arbitrators. All arbitrators will be persons who are not employees or agents of any party. In the event that any party fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator will be appointed by the AAA.

15. Invalid Provisions.

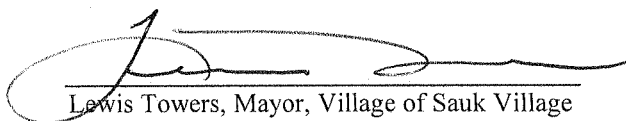
If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

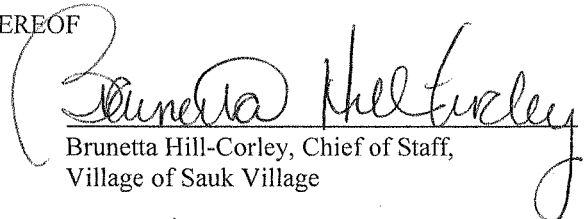
If the foregoing correctly sets forth our Agreement, please sign and return the enclosed copy of this letter.

Sincerely,

Bill Jacobs, Jacobs Group, Inc.

AGREED TO AND ACCEPTED AS OF THE DATE HEREOF


Lewis Towers, Mayor, Village of Sauk Village


Brunetta Hill-Corley, Chief of Staff,
Village of Sauk Village

Date: 1 26 10

Date: 1 26 10

Initial Village Btc

Initial Finder _____

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 010

A ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA
CAPITAL, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 26TH DAY OF JANUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 26TH day of January , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 010

**AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA
CAPITAL, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing necessary services to its residents; and

WHEREAS, in order to ensure that the Village has sufficient funds to meet its necessary expenditures, the Village anticipates issuing General Obligation Working Cash Fund Bonds, Series 2010 (the "Bonds"); and

WHEREAS, the Village recognizes the need for a third party consultant to analyze and assist the Village on matters relating to the issuance of the Bonds (the "Services"); and

WHEREAS, Kane, McKenna Capital, Inc. ("KMC") has provided the Corporate Authorities with a letter of agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which KMC will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

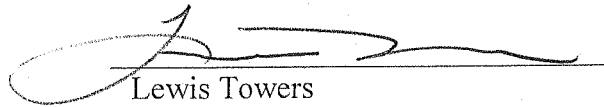
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

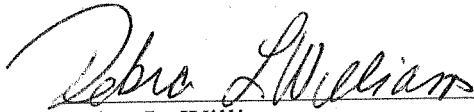
ABSENT: NONE

PASSED AND APPROVED THIS 26TH day of January , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 010 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA CAPITAL, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on January 26 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on January 26 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 26th day of January , 2010.

Debra L. Williams
Village Clerk

(SEAL)

Kane, McKenna
Capital, Inc.

150 North Wacker Drive T 312.444.1702
Suite 1600 F 312.444.9052
Chicago, Illinois 60606

January 5, 2010



Honorable Lewis Towers
Village President
Village of Sauk Village
21801 Torrence Avenue
Sauk Village, Illinois 60411

Dear President Towers:

Kane, McKenna Capital, Inc. (the "FINANCIAL ADVISOR") hereby agrees to provide services to the Village of Sauk Village (the "VILLAGE") relating to the issuance of the VILLAGE's proposed Series 2010 Working Cash Fund Bonds Series 2010 (the "Bonds").

FINANCIAL ADVISOR will provide the following services to the VILLAGE as and when required.

(1) Evaluation of Appropriate Financing Strategy

- FINANCIAL ADVISOR will advise the VILLAGE on a recommended financing structure for the proposed Bonds, taking into consideration applicable alternate revenue sources; and
- FINANCIAL ADVISOR will report regularly to the VILLAGE and attend any meetings as required.

(2) Implementation of Financing Strategy

At the direction of the VILLAGE, Kane, McKenna will proceed to work in conjunction with the VILLAGE to implement the approved financing structure. At this time, FINANCIAL ADVISOR will perform the following key services, where appropriate:

- Prepare a detailed terms sheet and timetable in order to coordinate the bond issuance process and the efforts of all other service providers;

Honorable Lewis Towers
Page Two
January 5, 2010



- FINANCIAL ADVISOR will draft the Preliminary and Final Official Statements, and other documents associated with the sale of the Bonds, the Official Statement will include the following:
 - (a) Tax base/revenue analysis: evaluate components of tax base (i.e., major taxpayers);
 - (b) Trend analysis of property tax base: evaluate changes in assessed valuation over past 5 years; changes in tax base;
 - (c) Trend analysis of revenues, expenditures, changes in financial position and cash flow; composition of tax/revenue base;
 - (d) Employment base analysis - major employers, type of employers (e.g., service, commercial); and
 - (e) Outstanding debt - nature and level of debt and debt structure.

The diligence undertaken during preparation of the Preliminary and Final Official Statements will provide FINANCIAL ADVISOR and the VILLAGE with an overall assessment of the VILLAGE'S financial and economic well-being.

- FINANCIAL ADVISOR will facilitate procuring services of other service providers and obtaining price quotes to minimize costs of issuance and maintain quality and efficient service;
- FINANCIAL ADVISOR will assist in preparation of necessary ordinances, agreements, contracts, and other documents as required in conjunction with the VILLAGE, Bond Counsel, the Underwriter, and the Village's Attorney;
- FINANCIAL ADVISOR will review all financial analyses prepared by the Underwriter with regard to the issuance and structure of the TIF Bonds;
- FINANCIAL ADVISOR will review projected market interest rates in light of current market conditions and advise the VILLAGE regarding any issues and timing considerations related thereto;

Honorable Lewis Towers
Page Three
January 5, 2010



- FINANCIAL ADVISOR will work closely with all other VILLAGE representatives, including Bond Counsel and VILLAGE Counsel to coordinate all necessary documents and strategies;
- FINANCIAL ADVISOR will conduct as necessary and in conjunction with the Underwriter all activities essential to the sale of securities including, but not limited to, arranging for: the printing of bonds and the Official Statement, the registration and delivery of the bonds, and closing the bond issue;
- FINANCIAL ADVISOR will review interest rates and underwriter fees proposed by the Underwriter and advise the VILLAGE of the fairness of such interest rates and underwriter fees based on current market comparable information;
- FINANCIAL ADVISOR will prepare a full report to the Village Board on the financing, including explanation of our review of the bond structuring, interest rates and market conditions;
- FINANCIAL ADVISOR will report to the VILLAGE administration and Village Council, as appropriate; and
- FINANCIAL ADVISOR will coordinate all activities for the timely closing of the financing.

Compensation for Services

If employed as FINANCIAL ADVISOR, Kane, McKenna will be paid the following fees:

Financial Advisory fees of \$25,000 upon closing of the Bonds subject to a credit for services related to the Bonds previously paid up to an amount not to exceed \$10,000.

Such fees are payable from the proceeds of the Bond issue and contingent solely upon the successful sale of the Bond issue.



Honorable Lewis Towers
Page Four
January 5, 2010

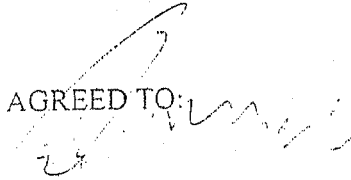
If the contents of this agreement are acceptable to you, please sign both the original and the copy provided. Retain the copy for your records and return the executed original to us.

We thank you for considering Kane, McKenna financial advisory services, we look forward to the opportunity to work with the Village of Sauk Village on this important financing.

Sincerely,

Philip R. McKenna
President

AGREED TO:


Philip R. McKenna, President
Kane, McKenna Capital, Inc.

1-7-10
Date

Honorable Lewis Towers, Mayor
Village of Sauk Village

Date

cc: Brunetta Corley
James Vasselli

January 28, 2010

Village of Sauk Village
Cook and Will Counties, Illinois

Dear President and Board of Trustees:

We offer to purchase \$574,000 Village of Sauk Village, Cook and Will Counties, Illinois, (the "Village"), General Obligation Working Cash Fund Bonds, Series 2010 (the "Bonds"), to be dated February 1, 2010 with a first interest payment due February 1, 2011, for the sum of \$565,390.00 plus accrued interest to the date of delivery of the Bonds to us. The Bonds are issued as non-rated. The Bonds are to bear interest at the following rates per annum:

\$149,000 due 02/01/2013 @ 3.50%	TERM 1	\$115,000 due 02/01/2017 @ 4.50%	TERM 3
\$110,000 due 02/01/2015 @ 4.10%	TERM 2	\$200,000 due 02/01/2020 @ 5.00%	TERM 4

(1) Term Bond due in 2013 is subject to mandatory sinking fund redemption as follows:

\$49,000 due 02/01/2011	\$50,000 due 02/01/2013	(Final Maturity)
\$50,000 due 02/01/2012		

(2) Term Bond due in 2015 is subject to mandatory sinking fund redemption as follows:

\$55,000 due 02/01/2014	\$55,000 due 02/01/2015	(Final Maturity)
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(3) Term Bond due in 2017 is subject to mandatory sinking fund redemption as follows:

\$55,000 due 02/01/2016	\$60,000 due 02/01/2017	(Final Maturity)
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(4) Term Bond due in 2020 is subject to mandatory sinking fund redemption as follows:

\$65,000 due 02/01/2018	\$70,000 due 02/01/2020	(Final Maturity)
\$65,000 due 02/01/2019		

The Bonds are not subject to optional redemption prior to maturity.

These Bonds are to be delivered to Bernardi Securities, Inc. in denominations of \$1,000 principal amount or any integral multiple thereof for \$4,000 of the Bonds maturing February 1, 2013 and otherwise in denominations of \$5,000 principal amount or any integral multiple thereof for the remaining maturities and will be fully registered as to principal and interest. The Bonds will be delivered without cost to Bernardi Securities, Inc. within 45 days of this contract. Said Bonds are to be accompanied by an approving legal opinion of Wildman, Harrold, Allen & Dixon LLP, Bond Counsel, and a certificate evidencing that no litigation is pending against the Village which will affect the validity of these Bonds. Delivery of the Bonds is conditioned on receipt by Bernardi Securities, Inc. to its reasonable satisfaction of closing certificates and opinions typically received in connection with similar bond issues. Changes in Federal Tax Laws could or might adversely affect closing on any transactions related to the Bonds. The Bonds are "Qualified Tax-Exempt Obligations" for the purpose and within the meaning of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended. All costs of issuance are to be paid by the Village.

The Village covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the Village, for the benefit of the registered owners or beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12, as amended (the "Rule"), adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Official Statement, with such changes as may be agreed in writing by the Underwriter.

Upon the sale of the Bonds, the Village will publish a Final Official Statement in substantially the same form as the Near-Final/Preliminary Official Statement with insertion of no more than the following information: the offering price(s), interest rate(s), aggregate principal amount, principal amount per maturity, delivery date, and identifying Bernardi Securities, Inc. as the successful purchaser. The Final Official Statement shall be supplied to Bernardi Securities, Inc. in sufficient time to accompany any confirmation that request payment from any customer, but in no event later than seven (7) business days after the sale date. The Village agrees to deliver the Final Official Statements in sufficient quantities as requested by Bernardi Securities, Inc.

The Village shall deliver, at closing, a certificate, executed by the appropriate officers of the Village acting in their official capacities, to the effect that the facts contained in the Final Official Statement relating to the Village and the Bonds (except with respect to the facts contained under the captions entitled "THE BONDS-The Depository Trust Company", "TAX EXEMPTION" and "UNDERWRITING") are true and correct in all material respects, and that the Final Official Statement (except with respect to sections entitled "THE BONDS-The Depository Trust Company", "TAX EXEMPTION" and "UNDERWRITING") does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements, therein, in light of the circumstances under which they were made, not misleading.

The Village agrees to notify Bernardi Securities, Inc. of any material developments impacting the Village or the Bonds of which the Village becomes aware of for a period of up to 90-days after the delivery of the Bonds.

This agreement may be executed in multiple counterpart copies, each counterpart copy shall constitute an agreement and all the counterpart copies shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

For Information Purpose Only

Gross Interest Cost From February 1, 2010	<u>\$154,760.00</u>
Plus: Discount	<u>\$8,610.00</u>
Net Interest Cost	<u>\$163,370.00</u>
Net Interest Rate	<u>4.8781%</u>

This bid is for immediate acceptance.


BERNARDI SECURITIES, INC.



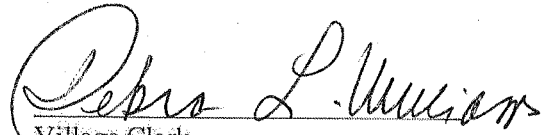
Lou Lamberti
Senior Vice President

[SIGNATURE PAGE TO FOLLOW]

The above proposal accepted by the action of the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois this date of January 28, 2010.



Village President
Village of Sauk Village,
Cook and Will Counties, Illinois



Village Clerk
Village of Sauk Village,
Cook and Will Counties, Illinois

FINAL

Village of Sauk Village, Cook and Will Counties, Illinois

\$574,000.00 General Obligation Working Cash Fund Bonds, Series 2010

Non-Rated, BQ, Non-Callable, 10-Year Amortization

FINAL

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2013	Term 1 Coupon	3.500%	3.500%	149,000.00	100.000%	149,000.00
02/01/2015	Term 2 Coupon	4.100%	4.100%	110,000.00	100.000%	110,000.00
02/01/2017	Term 3 Coupon	4.500%	4.500%	115,000.00	100.000%	115,000.00
02/01/2020	Term 4 Coupon	5.000%	5.000%	200,000.00	100.000%	200,000.00
Total				\$574,000.00		\$574,000.00

Bid Information

Par Amount of Bonds	\$574,000.00
Gross Production	\$574,000.00
Total Underwriter's Discount (1.500%)	\$(8,610.00)
Bid (98.500%)	565,390.00
Accrued Interest from 02/01/2010 to 02/09/2010	553.33
Total Purchase Price	\$565,943.33
Bond Year Dollars	\$3,349.00
Average Life	5.834 Years
Average Coupon	4.6210809%
Net Interest Cost (NIC)	4.8781726%
True Interest Cost (TIC)	4.8947899%

FINAL

Village of Sauk Village, Cook and Will Counties, Illinois

\$574,000.00 General Obligation Working Cash Fund Bonds, Series 2010

Non-Rated, BQ, Non-Callable, 10-Year Amortization

FINAL

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/09/2010	-	-	-	-	-
02/01/2011	49,000.00	3.500%	24,900.00	73,900.00	73,900.00
08/01/2011	-	-	11,592.50	11,592.50	-
02/01/2012	50,000.00	3.500%	11,592.50	61,592.50	73,185.00
08/01/2012	-	-	10,717.50	10,717.50	-
02/01/2013	50,000.00	3.500%	10,717.50	60,717.50	71,435.00
08/01/2013	-	-	9,842.50	9,842.50	-
02/01/2014	55,000.00	4.100%	9,842.50	64,842.50	74,685.00
08/01/2014	-	-	8,715.00	8,715.00	-
02/01/2015	55,000.00	4.100%	8,715.00	63,715.00	72,430.00
08/01/2015	-	-	7,587.50	7,587.50	-
02/01/2016	55,000.00	4.500%	7,587.50	62,587.50	70,175.00
08/01/2016	-	-	6,350.00	6,350.00	-
02/01/2017	60,000.00	4.500%	6,350.00	66,350.00	72,700.00
08/01/2017	-	-	5,000.00	5,000.00	-
02/01/2018	65,000.00	5.000%	5,000.00	70,000.00	75,000.00
08/01/2018	-	-	3,375.00	3,375.00	-
02/01/2019	65,000.00	5.000%	3,375.00	68,375.00	71,750.00
08/01/2019	-	-	1,750.00	1,750.00	-
02/01/2020	70,000.00	5.000%	1,750.00	71,750.00	73,500.00
Total	\$574,000.00	-	\$154,760.00	\$728,760.00	-

Yield Statistics

Accrued Interest from 02/01/2010 to 02/09/2010	553.33
Bond Year Dollars	\$3,349.00
Average Life	5.834 Years
Average Coupon	4.6210809%
Net Interest Cost (NIC)	4.8781726%
True Interest Cost (TIC)	4.8947899%
Bond Yield for Arbitrage Purposes	4.5881153%
All Inclusive Cost (AIC)	7.2347616%
IRS Form 8038	
Net Interest Cost	4.6045587%
Weighted Average Maturity	5.834 Years

FINAL

Village of Sauk Village, Cook and Will Counties, Illinois

\$574,000.00 General Obligation Working Cash Fund Bonds, Series 2010

Non-Rated, BQ, Non-Callable, 10-Year Amortization

FINAL

Sources & Uses

Dated 02/01/2010 | Delivered 02/09/2010

Sources Of Funds

Par Amount of Bonds	\$574,000.00
Accrued Interest from 02/01/2010 to 02/09/2010	553.33
Total Sources	\$574,553.33

Uses Of Funds

Total Underwriter's Discount (1.500%)	8,610.00
Costs of Issuance	60,000.00
Deposit to Debt Service Fund	553.33
Deposit to Project Construction Fund	505,000.00
Rounding Amount	390.00
Total Uses	\$574,553.33

FINAL

Village of Sauk Village, Cook and Will Counties, Illinois

\$574,000.00 General Obligation Working Cash Fund Bonds, Series 2010

Non-Rated, BQ, Non-Callable, 10-Year Amortization

FINAL

Proof Of Bond Yield @ 4.5881153%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
02/09/2010	-	1.0000000x	-	-
02/01/2011	73,900.00	0.9566146x	70,693.82	70,693.82
08/01/2011	11,592.50	0.9351614x	10,840.86	81,534.67
02/01/2012	61,592.50	0.9141894x	56,307.21	137,841.88
08/01/2012	10,717.50	0.8936877x	9,578.10	147,419.98
02/01/2013	60,717.50	0.8736457x	53,045.58	200,465.57
08/01/2013	9,842.50	0.8540533x	8,406.02	208,871.59
02/01/2014	64,842.50	0.8349002x	54,137.01	263,008.60
08/01/2014	8,715.00	0.8161766x	7,112.98	270,121.58
02/01/2015	63,715.00	0.7978729x	50,836.47	320,958.05
08/01/2015	7,587.50	0.7799798x	5,918.10	326,876.15
02/01/2016	62,587.50	0.7624878x	47,722.21	374,598.36
08/01/2016	6,350.00	0.7453882x	4,733.22	379,331.57
02/01/2017	66,350.00	0.7286721x	48,347.39	427,678.96
08/01/2017	5,000.00	0.7123308x	3,561.65	431,240.62
02/01/2018	70,000.00	0.6963560x	48,744.92	479,985.53
08/01/2018	3,375.00	0.6807394x	2,297.50	482,283.03
02/01/2019	68,375.00	0.6654731x	45,501.72	527,784.75
08/01/2019	1,750.00	0.6505491x	1,138.46	528,923.21
02/01/2020	71,750.00	0.6359598x	45,630.12	574,553.33
Total	\$728,760.00	-	\$574,553.33	-

Derivation Of Target Amount

Par Amount of Bonds	\$574,000.00
Accrued Interest from 02/01/2010 to 02/09/2010	553.33
Original Issue Proceeds	\$574,553.33

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 011

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX
INCREMENT ALTERNATE REVENUE SOURCE) , SERIES 2000, OF THE VILLAGE OF
SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 011

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2000, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on December 19, 2000, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 00-48 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Bonds (Tax Increment Alternate Revenue Source), Series 2000, of the Village, in an amount not to exceed One Million, Two Hundred Thousand and No/100 U.S. Dollars (\$1,200,000.00) (the "Bonds"); and

WHEREAS, on December 28, 2000, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Section 11 of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide One Hundred Thirty-Seven Thousand, Two Hundred Seven and 50/100 U.S. Dollars (\$137,207.50) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Section 20 of the Bond Ordinance provides that:

"As part of the plan of financing of the Series 2000 Bonds, it is intended and anticipated that tax revenues deposited into the Tax Allocation Fund be transferred to the Bond Fund and used to abate the taxes hereby levied. Unless otherwise directed by ordinance, the Treasurer of the Village shall deposit from the Tax Allocation Fund into the Bond Fund, the Series 1999A Bond Fund, and the Series 1997 Refunding Bond Fund, on a pro rata basis, the amount of tax revenues available which shall result in taxes to be abated, and such deposit shall be made prior to any such abatement being filed with the County Clerks of the Counties of Cook and Will, Illinois, as the tax extension officers for the Village. No taxes will be abated unless and until the full amount of such abatement has been deposited

irrevocably into the Bond Fund, the Series 1999A Bond Fund, and the Series 1997 Refunding Bond Fund, on a pro rata basis, for which such abatement is made, and dedicated to the payment of such Bonds.”
; and

WHEREAS, since the Village has received documentation from the trustee certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of One Hundred Thirty-Seven Thousand, Two Hundred Seven and 50/100 U.S. Dollars (\$137,207.50) has been or will be transferred to the Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of One Hundred Thirty-Seven Thousand, Two Hundred Seven and 50/100 U.S. Dollars (\$137,207.50) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Section 11 of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

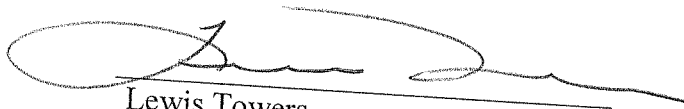
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

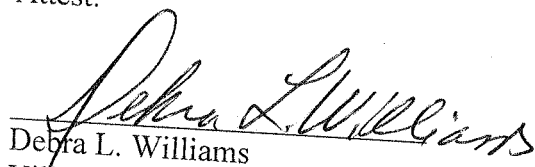
ABSENT: BENSON

PASSED AND APPROVED THIS 23rd day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CLERK'S CERTIFICATION

I, Debra L. Williams, the duly elected, qualified and acting Clerk of the Village of Sauk Village, Cook County and Will County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Village of Sauk Village Ordinance, numbered 10 - 011, titled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2000, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

Which Ordinance was duly adopted, on a duly recorded roll call vote, by said Board of Trustees of the Village of Sauk Village at a public meeting of the Village President and the Board of Trustees of the Village of Sauk Village held on the 23rd day of February, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 23rd day of February, 2010.

(SEAL)

Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 012 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX INCREMENT REFUNDING BONDS, SERIES 2002A, AND FOR GENERAL OBLIGATION CAPITAL APPRECIATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2002B, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 012

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX
INCREMENT REFUNDING BONDS, SERIES 2002A, AND FOR GENERAL OBLIGATION
CAPITAL APPRECIATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE),
SERIES 2002B, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES ,
ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 012

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX
INCREMENT REFUNDING BONDS, SERIES 2002A, AND FOR GENERAL
OBLIGATION CAPITAL APPRECIATION BONDS (TAX INCREMENT
ALTERNATE REVENUE SOURCE), SERIES 2002B, OF THE VILLAGE
OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on June 11, 2002, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 02-24 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Tax Increment Refunding Bonds, Series 2002A, of the Village, in an amount not to exceed Nine Million, Seven Hundred Fifty-Five Thousand and No/100 U.S. Dollars (\$9,755,000.00) and General Obligation Capital Appreciation Bonds (Tax Increment Alternate Revenue Source), Series 2002B, of the Village, in an amount not to exceed Five Million and No/100 U.S. Dollars (\$5,000,000.00) (collectively, the "Bonds"); and

WHEREAS, on June 27, 2002, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Article XVIII of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Eight Hundred Eighty-Three Thousand, Four Hundred Ninety and No/100 U.S. Dollars (\$883,490.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Article XX of the Bond Ordinance provides that:

"As part of the plan of financing of the Parity Bonds, it is intended and anticipated that tax revenues deposited in the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund be transferred to the Bond Fund and used to abate the taxes hereby levied. Unless otherwise directed by ordinance, the Treasurer of the Village shall deposit from the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund the amount of tax revenues available which shall result in taxes to be abated, and such deposit shall be made

prior to any such abatement being filed with the County Clerks of the Counties of Cook and Will, Illinois, as the tax extension officers for the Village. No taxes will be abated unless and until the full amount of such abatement has been deposited irrevocably into the Bond Fund and dedicated to the payment of such Parity Bonds.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Eight Hundred Eighty-Three Thousand, Four Hundred Ninety and No/100 U.S. Dollars (\$883,490.00) has been or will be transferred to the Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of Eight Hundred Eighty-Three Thousand, Four Hundred Ninety and No/100 U.S. Dollars (\$883,490.00) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Article XVIII of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village

Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.


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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

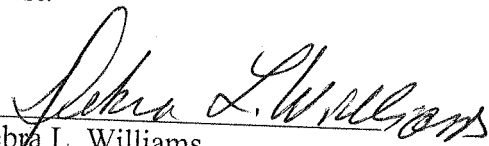
ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 011 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE) , SERIES 2000, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CLERK'S CERTIFICATION

I, Debra L. Williams, the duly elected, qualified and acting Clerk of the Village of Sauk Village, Cook County and Will County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Village of Sauk Village Ordinance, numbered 10 - 012, titled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2002A, AND FOR GENERAL OBLIGATION CAPITAL APPRECIATION BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2002B, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

Which Ordinance was duly adopted, on a duly recorded roll call vote, by said Board of Trustees of the Village of Sauk Village at a public meeting of the Village President and the Board of Trustees of the Village of Sauk Village held on the 23rd day of February, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 23rd day of February, 2010.

(SEAL)

Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 013

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION REFUNDING
BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2003A, OF THE
VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 013

**AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION
REFUNDING BONDS (TAX INCREMENT ALTERNATE REVENUE
SOURCE), SERIES 2003A, OF THE VILLAGE OF SAUK VILLAGE,
COOK AND WILL COUNTIES, ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on March 11, 2003, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 03-09 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2003A, of the Village, in an amount not to exceed Two Million, Seven Hundred Thousand and No/100 U.S. Dollars (\$2,700,000.00) (the "Bonds"); and

WHEREAS, on March 20, 2003, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Article XVII of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Six Hundred Fifty Thousand, Seven Hundred Ninety and No/100 U.S. Dollars (\$650,790.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Article XIX of the Bond Ordinance provides that:

"As part of the plan of financing of the Parity Bonds, it is intended and anticipated that tax revenues deposited in the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund be transferred to the Bond Fund and used to abate the taxes hereby levied. Unless otherwise directed by ordinance, the Treasurer of the Village shall deposit from the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund the amount of tax revenues available which shall result in taxes to be abated, and such deposit shall be made prior to any such abatement being filed with the County Clerks of the Counties of Cook and Will, Illinois, as the tax extension officers for the Village. No taxes will be abated unless and until the full amount of such abatement has been deposited

irrevocably into the Bond Fund and dedicated to the payment of such Parity Bonds.”
; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Six Hundred Fifty Thousand, Seven Hundred Ninety and No/100 U.S. Dollars (\$650,790.00) has been or will be transferred to the Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of Six Hundred Fifty Thousand, Seven Hundred Ninety and No/100 U.S. Dollars (\$650,790.00) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Article XVII of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

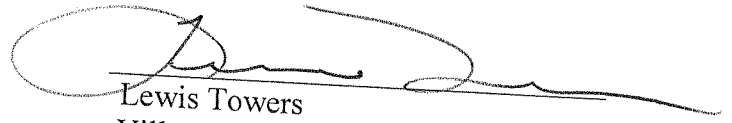
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

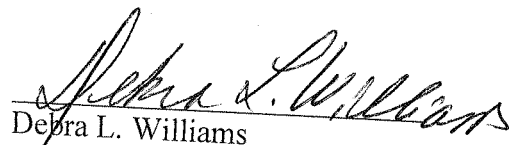
NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 013 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION REFUNDING BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2003A, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CLERK'S CERTIFICATION

I, Debra L. Williams, the duly elected, qualified and acting Clerk of the Village of Sauk Village, Cook County and Will County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Village of Sauk Village Ordinance, numbered 10 – 013 , titled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION REFUNDING BONDS (TAX INCREMENT ALTERNATE REVENUE SOURCE), SERIES 2003A, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

Which Ordinance was duly adopted, on a duly recorded roll call vote, by said Board of Trustees of the Village of Sauk Village at a public meeting of the Village President and the Board of Trustees of the Village of Sauk Village held on the 23rd day of February, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 23rd day of February, 2010.

(SEAL)

Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 014

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION CAPITAL
APPRECIATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007A, OF THE
VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 014

**AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION
CAPITAL APPRECIATION BONDS (ALTERNATE REVENUE SOURCE),
SERIES 2007A, OF THE VILLAGE OF SAUK VILLAGE, COOK AND
WILL COUNTIES, ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on May 15, 2007, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 07-36 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Capital Appreciation Bonds (Alternate Revenue Source), Series 2007A, of the Village, in an amount not to exceed Five Million, Five Hundred Thousand and No/100 U.S. Dollars (\$5,500,000.00) (the "Bonds"); and

WHEREAS, on May 31, 2007, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Article IX of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Six Hundred Eighty-Five Thousand and No/100 U.S. Dollars (\$685,000.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Section 9.2 of the Bond Ordinance provides that:

"Whenever Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are available to pay the Accreted Value (for the Series 2007A Bonds only), principal of and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds, respectively, when due, so as to enable the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes, and the Series 2007C Pledged Taxes, respectively, levied separately for the same, upon notice by the Trustee, as described herein, the Treasurer or Village Clerk shall direct separately the abatement of the respective Pledged Taxes by the amount of the Series 2007A Pledged Revenues, 2007B Pledged Revenues and Series 2007C Pledged Revenues, respectively, so available, and proper

notification of such abatement shall be filed with the County Clerk. The Treasurer or Village Clerk shall not direct the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes for any levy year unless Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are on deposit in the Series 2007A Bond Fund, the Series 2007B Bond Fund and the Series 2007C Bond Fund, respectively, in an amount sufficient to pay the principal and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds when due, and to the extent that the Series 2007A Pledged Revenues, Series 2007B Pledged Revenues, and Series 2007C Pledged Revenues are not available to pay such principal and interest when due, the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes, respectively, will be extended and collected to make such debt service payments.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Series 2007A Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Six Hundred Eighty-Five Thousand and No/100 U.S. Dollars (\$685,000.00) has been or will be transferred to the Series 2007A Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to

determine that the transfer has been completed. There is hereby abated the sum of Six Hundred Eighty-Five Thousand and No/100 U.S. Dollars (\$685,000.00) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Article IX of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

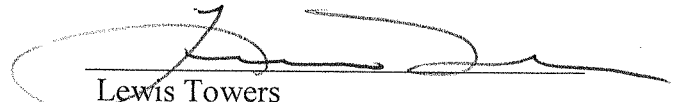
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

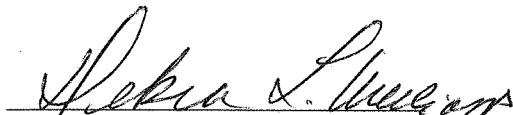
ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village

Ordinance No. 10 – 014 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION CAPITAL APPRECIATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007A, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CLERK'S CERTIFICATION

I, Debra L. Williams, the duly elected, qualified and acting Clerk of the Village of Sauk Village, Cook County and Will County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Village of Sauk Village Ordinance, numbered 10 – 014, titled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION CAPITAL APPRECIATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007A, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

Which Ordinance was duly adopted, on a duly recorded roll call vote, by said Board of Trustees of the Village of Sauk Village at a public meeting of the Village President and the Board of Trustees of the Village of Sauk Village held on the 23rd day of February, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 23rd day of February, 2010.

(SEAL)

Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 015

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2007B, OF THE VILLAGE OF SAUK
VILLAGE, COOK AND WILL COUNTIES;

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 015

**AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION
BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007B, OF THE
VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES,
ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on May 15, 2007, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 07-36 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2007B, of the Village, in an amount not to exceed One Million, Four Hundred Fifty Thousand and No/100 U.S. Dollars (\$1,450,000.00) (the "Bonds"); and

WHEREAS, on May 31, 2007, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Article IX of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Eighty-Nine Thousand, Two Hundred Thirty-Seven and 50/100 U.S. Dollars (\$89,237.50) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Section 9.2 of the Bond Ordinance provides that:

"Whenever Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are available to pay the Accreted Value (for the Series 2007A Bonds only), principal of and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds, respectively, when due, so as to enable the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes, and the Series 2007C Pledged Taxes, respectively, levied separately for the same, upon notice by the Trustee, as described herein, the Treasurer or Village Clerk shall direct separately the abatement of the respective Pledged Taxes by the amount of the Series 2007A Pledged Revenues, 2007B Pledged Revenues and Series 2007C Pledged Revenues, respectively, so available, and proper

notification of such abatement shall be filed with the County Clerk. The Treasurer or Village Clerk shall not direct the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes for any levy year unless Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are on deposit in the Series 2007A Bond Fund, the Series 2007B Bond Fund and the Series 2007C Bond Fund, respectively, in an amount sufficient to pay the principal and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds when due, and to the extent that the Series 2007A Pledged Revenues, Series 2007B Pledged Revenues, and Series 2007C Pledged Revenues are not available to pay such principal and interest when due, the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes, respectively, will be extended and collected to make such debt service payments.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Series 2007B Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Eighty-Nine Thousand, Two Hundred Thirty-Seven and 50/100 U.S. Dollars (\$89,237.50) has been or will be transferred to the Series 2007B Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem

necessary to determine that the transfer has been completed. There is hereby abated the sum of Eighty-Nine Thousand, Two Hundred Thirty-Seven and 50/100 U.S. Dollars (\$89,237.50) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Article IX of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

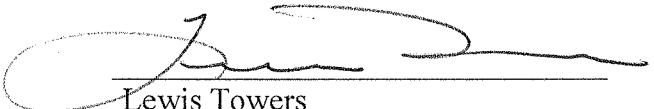
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

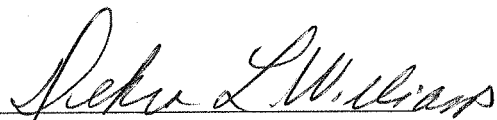
NAYS: NONE

ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 016

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS
(ALTERNATE REVENUE SOURCE), SERIES 2007C, OF THE VILLAGE OF SAUK
VILLAGE, COOK AND WILL COUNTIES,

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 016

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007C, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on May 15, 2007, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 07-36 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Bonds (Alternate Revenue Source), Series 2007C, of the Village, in an amount not to exceed Eight Hundred Fifty Thousand and No/100 U.S. Dollars (\$850,000.00) (the "Bonds"); and

WHEREAS, on May 31, 2007, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Article IX of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Fifty-Five Thousand, Five Hundred Sixty and No/100 U.S. Dollars (\$55,560.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Section 9.2 of the Bond Ordinance provides that:

"Whenever Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are available to pay the Accreted Value (for the Series 2007A Bonds only), principal of and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds, respectively, when due, so as to enable the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes, and the Series 2007C Pledged Taxes, respectively, levied separately for the same, upon notice by the Trustee, as described herein, the Treasurer or Village Clerk shall direct separately the abatement of the respective Pledged Taxes by the amount of the Series 2007A Pledged Revenues, 2007B Pledged Revenues and Series 2007C Pledged Revenues, respectively, so available, and proper notification of such abatement shall be filed with the County Clerk. The Treasurer

or Village Clerk shall not direct the abatement of either the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes for any levy year unless Series 2007A Pledged Revenues, Series 2007B Pledged Revenues and Series 2007C Pledged Revenues are on deposit in the Series 2007A Bond Fund, the Series 2007B Bond Fund and the Series 2007C Bond Fund, respectively, in an amount sufficient to pay the principal and interest on the Series 2007A Bonds, Series 2007B Bonds and Series 2007C Bonds when due, and to the extent that the Series 2007A Pledged Revenues, Series 2007B Pledged Revenues, and Series 2007C Pledged Revenues are not available to pay such principal and interest when due, the Series 2007A Pledged Taxes, the Series 2007B Pledged Taxes and the Series 2007C Pledged Taxes, respectively, will be extended and collected to make such debt service payments.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Series 2007C Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Fifty-Five Thousand, Five Hundred Sixty and No/100 U.S. Dollars (\$55,560.00) has been or will be transferred to the Series 2007C Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of Fifty-

Five Thousand, Five Hundred Sixty and No/100 U.S. Dollars (\$55,560.00) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Article IX of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

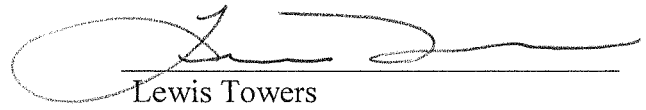
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

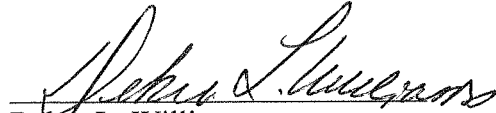
ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010



Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 016 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2007C, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 017

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT
BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008, OF THE VILLAGE OF SAUK
VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 017

**AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX
INCREMENT BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008,
OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES,
ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on December 9, 2008, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 08-67 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Tax Increment Bonds (Alternate Revenue Source), Series 2008, of the Village, in an amount not to exceed Nine Million, Five Hundred Thousand and No/100 U.S. Dollars (\$9,500,000.00) (the "Bonds"); and

WHEREAS, on December 18, 2008, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Section 10 of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Six Hundred Twelve Thousand, Three Hundred Thirty-Five and No/100 U.S. Dollars (\$612,335.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Article XIX of the Bond Ordinance provides that:

"As part of the plan of financing of the Parity Bonds, it is intended and anticipated that tax revenues deposited in the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund be transferred to the Bond Fund and used to abate the taxes hereby levied. Unless otherwise directed by ordinance, the Treasurer of the Village shall deposit from the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund the amount of tax revenues available which shall result in taxes to be abated, and such deposit shall be made prior to any such abatement being filed with the County Clerks of the Counties of Cook and Will, Illinois, as the tax extension officers for the Village. No taxes will be abated unless and until the full amount of such abatement has been deposited

irrevocably into the Bond Fund and dedicated to the payment of such Parity Bonds.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Six Hundred Twelve Thousand, Three Hundred Thirty-Five and No/100 U.S. Dollars (\$612,335.00) has been or will be transferred to the Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide to the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of Six Hundred Twelve Thousand, Three Hundred Thirty-Five and No/100 U.S. Dollars (\$612,335.00) of the levy of taxes for the Village's tax levy year 2009, being the levy appearing and set forth in Section 10 of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village's tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

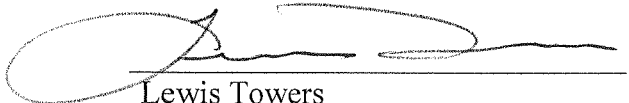
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

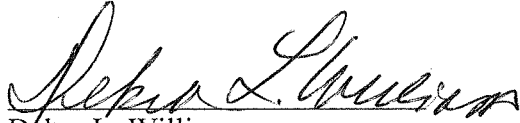
ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 017 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND WILL)

CLERK'S CERTIFICATION

I, Debra L. Williams, the duly elected, qualified and acting Clerk of the Village of Sauk Village, Cook County and Will County, Illinois, DO HEREBY CERTIFY that attached hereto is a true and correct copy of the Village of Sauk Village Ordinance, numbered 10 - 017, titled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT BONDS (ALTERNATE REVENUE SOURCE), SERIES 2008, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS.

Which Ordinance was duly adopted, on a duly recorded roll call vote, by said Board of Trustees of the Village of Sauk Village at a public meeting of the Village President and the Board of Trustees of the Village of Sauk Village held on the 23rd day of February, 2010.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that said Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hands this 23rd day of February, 2010.

(SEAL)

Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 018

A ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT
BONDS (ALTERNATE REVENUE SOURCE), SERIES 2009, OF THE VILLAGE OF SAUK
VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23RD DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23RD day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 018

**AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX
INCREMENT BONDS (ALTERNATE REVENUE SOURCE), SERIES 2009,
OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES,
ILLINOIS.**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on March 31, 2009, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") passed and approved an ordinance designated as Ordinance No. 09-15 (the "Bond Ordinance"), which provided for the borrowing of money and the issuance of General Obligation Tax Increment Bonds (Alternate Revenue Source), Series 2009, of the Village, in an amount not to exceed Eight Million and No/100 U.S. Dollars (\$8,000,000.00) (the "Bonds"); and

WHEREAS, on April 17, 2009, acting pursuant to the Bond Ordinance, the President and the Village Clerk executed a bond determination (the "Bond Determination"), which provided certain terms for the Bonds; and

WHEREAS, Section 10 of the Bond Determination provides for the levy of taxes in the Village's tax levy year 2009 sufficient to provide Four Hundred Eighty-Six Thousand, Five Hundred Forty and No/100 U.S. Dollars (\$486,540.00) for the purpose of paying the principal of and/or the interest on the Bonds; and

WHEREAS, Article XIX of the Bond Ordinance provides that:

"As part of the plan of financing of the Parity Bonds, it is intended and anticipated that tax revenues deposited in the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund be transferred to the Bond Fund and used to abate the taxes hereby levied. Unless otherwise directed by ordinance, the Treasurer of the Village shall deposit from the TIF No. II Special Tax Allocation Fund and the TIF No. III Special Tax Allocation Fund the amount of tax revenues available which shall result in taxes to be abated, and such deposit shall be made prior to any such abatement being filed with the County Clerks of the Counties of Cook and Will, Illinois, as the tax extension officers for the Village. No taxes will be abated unless and until the full amount of such abatement has been deposited

irrevocably into the Bond Fund and dedicated to the payment of such Parity Bonds.”

; and

WHEREAS, since the Village has received documentation from the Trustee (as defined in the Bond Ordinance) certifying that funds are available to pay the principal of and interest on the Bonds and those funds are or will be on deposit in the Bond Fund (as defined in the Bond Ordinance), the Corporate Authorities are required by the Bond Ordinance to abate the levy described above and to cause proper notification of that abatement to be filed with the County Clerks of Cook County and Will County, Illinois; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to abate the levy of taxes as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the common law, the Illinois Compiled Statutes, Village ordinances and resolutions and all other applicable laws. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Treasurer is authorized and directed to take all steps necessary to ensure that the sum of Four Hundred Eighty-Six Thousand, Five Hundred Forty and No/100 U.S. Dollars (\$486,540.00) has been or will be transferred to the Bond Fund, created by the Bond Ordinance, within three (3) calendar days after the adoption of this Ordinance, which sum shall be irrevocably pledged for the payment of the principal and interest due on the Bonds. The Village Treasurer is directed to provide the Village Clerk with such certificates or such other evidence as the Village Clerk may deem necessary to determine that the transfer has been completed. There is hereby abated the sum of Four Hundred Eighty-Six Thousand, Five Hundred Forty and No/100 U.S. Dollars (\$486,540.00) of the levy of taxes for the Village’s tax levy year 2009, being the levy appearing and set forth in Section 10 of the Bond Determination. It is intended that this abatement shall apply to the entire amount scheduled to be levied for the Village’s tax levy year 2009 pursuant to the terms of the Bond Determination. Having received certificates or such other evidence as the Village Clerk deems necessary to determine that the transfer described in this Section of this Ordinance has been completed, the Village Clerk is directed to file, or cause the filing of a certified copy of this Ordinance with the offices of the County Clerks of Cook County and Will County, Illinois.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

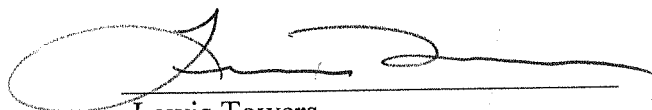
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AYES: ANDERSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

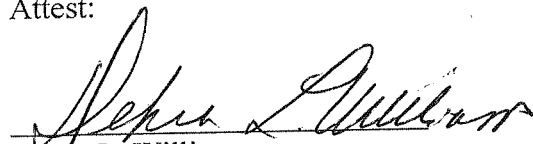
ABSENT: BENSON

PASSED AND APPROVED THIS 23RD day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 018 entitled:

AN ORDINANCE ABATING A TAX FOR GENERAL OBLIGATION TAX INCREMENT BONDS (ALTERNATE REVENUE SOURCE), SERIES 2009, OF THE VILLAGE OF SAUK VILLAGE, COOK AND WILL COUNTIES, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 23 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 23 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 019

A ORDINANCE RATIFYING THE SALE OF PERSONAL PROPERTY BY THE
VILLAGE OF SAUK VILLAGE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 9TH DAY OF FEBRUARY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 9TH day of February , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 011

**AN ORDINANCE RATIFYING THE SALE OF PERSONAL PROPERTY BY
THE VILLAGE OF SAUK VILLAGE FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Village owned one (1) 1989 S&S Spartan Gladiator Fire Engine (the "Fire Engine"), which was used by the Sauk Village Fire Department; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") determined that the Fire Engine was no longer necessary or useful to or for the best interests of the Village or of value to the Village or the Sauk Village Fire Department; and

WHEREAS, the Sauk Village Fire Department protects the public by responding to fires and other emergencies; and

WHEREAS, in order for Sauk Village firefighters to obtain the necessary equipment to carry out their duties in a safe and efficient manner, the Corporate Authorities determined that it is in the best interests of the Village to sell the Fire Engine; and

WHEREAS, Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) provides that municipalities that own any personal property which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office may sell said personal property by ordinance in such manner as the corporate authorities designate, with or without advertising the sale; and

WHEREAS, based on the foregoing, the Corporate Authorities and the Sauk Village Fire Department determined that the Fire Engine was no longer necessary or useful to or for the best interests of the Village and, therefore, determined that the Fire Engine should be sold in accordance with that certain bill of sale, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village listed the Fire Engine for sale on the Internet auction website eBay; and

WHEREAS, the Corporate Authorities have decided that it is necessary, advisable and in the best interests of the Village and its residents to ratify the sale of the Fire Engine and any steps taken to achieve the same;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby ratifies the sale of the Fire Engine. The Village Board authorizes and directs the President or his designee to execute any and all documentation and take any steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any notice requirements or any requirement of bidding would be applicable to the sale of the Fire Engine sought herein, the same are hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

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AYES: ANDERSON, BENSON, BURGESS, MYERS, WILLIAMS

NAYS: NONE

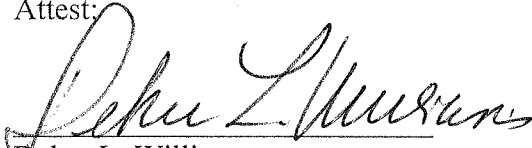
ABSENT: HANKS

PASSED AND APPROVED THIS 9TH day of February , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 019 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA CAPITAL, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on February 9 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on February 9 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 9TH day of February , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 020

A ORDINANCE APPROVING AN AGREEMENT WITH GONZALEZ &
ASSOCIATES, P.C. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 9TH DAY OF MARCH , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 9TH day of March , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 020

**AN ORDINANCE APPROVING AN AGREEMENT WITH GONZALEZ &
ASSOCIATES, P.C. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the efficient and proper management of the Village's financial resources; and

WHEREAS, the Village Finance Director performs certain duties and functions related to managing the Village's financial resources; and

WHEREAS, recently, the Village Finance Director retired, thereby creating a vacancy in said position; and

WHEREAS, due to the vacancy in the position of Village Finance Director, the Village recognizes the need for a third party consultant to provide certain transitional financial services (the "Services") to the Village; and

WHEREAS, Gonzalez & Associates, P.C. ("Gonzalez") has provided the Corporate Authorities with a letter of engagement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Gonzalez will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

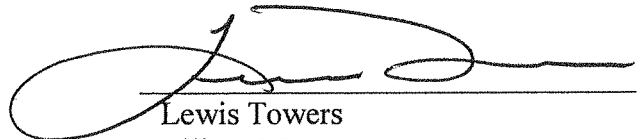
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

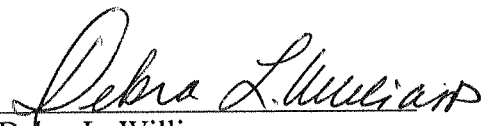
ABSENT: NONE

PASSED AND APPROVED THIS 2ND day of March , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

GONZALEZ & ASSOCIATES, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

2617 Chicago Road
South Chicago Heights, IL 60411

(708) 755-8182
(708) 755-8326

*Need ordinance
Supporting +
Make correction*

March 2, 2010

Lewis Towers, Mayor
Village of Sauk Village
21701 Torrence Ave.
Sauk Village, Illinois 60411

Dear Mayor Towers:

This letter is to confirm our under-
the nature and limitations of the se

gagement and

We will perform the services of Finance Director as agreed by Village of Sauk Village (Village) and Gonzalez & Associates. It is our understanding that representatives of the Village will provide us with the information needed to perform these services. All works created by Gonzalez & Associates, PC shall be and remain exclusively the property of the Village.

Our hourly rate for this engagement will be \$60.00. Our fees will not exceed \$6,000 per month.

If we are required to provide professional services beyond the scope of work outlined by the Village and Gonzalez & Associates, our fees will be increased accordingly based on the additional hours required.

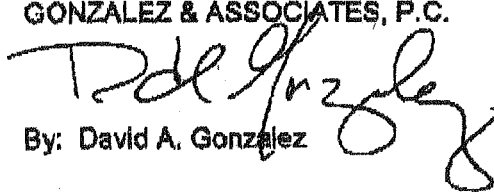
We wish to express our appreciation to you for retaining our Firm to provide professional services and you can be assured that this engagement will be given our closest attention.

Please feel free to contact me should you have any questions or need additional information.

Sincerely,

GONZALEZ & ASSOCIATES, P.C.

By: David A. Gonzalez



March 2, 2010
Village of Sauk Village
Page 2

ACKNOWLEDGMENT

If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter in the space provided and return it to us.

Signature

Title

Date

Gonzalez & Associates, P.C.

Certified Public Accountants

2617 Chicago Road
South Chicago Heights
Illinois, 60411

Phone: 708-755-8182
Fax: 708-755-8326

Fax Transmittal Form

To: Brunetta Hill Corey

From: David Gonzalez

Company:

Phone: 708-755-8182

Fax: 708-758-1034

Fax: 708-755-8326

Urgent
For Review
Please Comment

Date Sent: 3-02-10

Number of Pages incl. cover: 3

Message:

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village

Ordinance No. 10 – 020 entitled:

AN ORDINANCE APPROVING AN AGREEMENT GONZALEZ & ASSOCIATES,P.C. FOR THE VILLAGE OF SAUK VILALGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on March 9 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on March 9 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 9TH day of March , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 021

A ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO
AGEEMENTS WITH BASKETBALL REFEREES FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 9TH DAY OF MARCH , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 9TH day of March , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 021

**AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO ENTER
INTO AGREEMENTS WITH BASKETBALL REFEREES FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, studies show that participating in sports deters children from violence and criminal activity; and

WHEREAS, youth who participate in sports also develop discipline, teamwork skills, leadership skills and increase their self confidence; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing and supporting youth sporting programs within the Village, which includes the Sauk Village Co-Ed Basketball Tournament (the "Basketball Tournament"); and

WHEREAS, to ensure that the Basketball Tournament is conducted in a safe manner, the Village recognizes the need to hire certified referees (collectively, the "Referees" and individually, a "Referee") to help manage the Basketball Tournament (the "Services"); and

WHEREAS, each Referee will enter into an agreement with the Village (individually, an "Agreement" and collectively, the "Agreements"), a form of which Agreement is attached hereto and incorporated herein as Exhibit A, which sets forth the basic terms and conditions under which the Referees will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to authorize the President to enter into and approve agreements with the Referees with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the

Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreements in accordance with their terms, or any modification thereof, provided that, if there are major substantive changes to an Agreement, said Agreement shall be brought before the Village Board for approval. The Village Board authorizes and directs the President or his designee to execute the Agreements, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreements and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.


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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

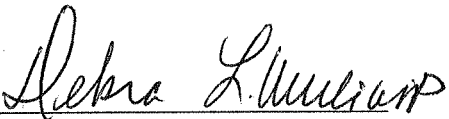
ABSENT: NONE

PASSED AND APPROVED THIS 9TH day of March, 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

AGREEMENT

This agreement (this "Agreement") is made this ____ day of ____ in the year of 2010 by and between the Village of Sauk Village, an Illinois municipal corporation (the "Village") and _____ (the "Independent Contractor"). The Village and the Independent Contractor agree as set forth below:

1. The Independent Contractor, for the consideration hereinafter set forth, hereby agrees that he or she will furnish and provide all labor, materials and services required to serve as a Certified Basketball Referee for the Village's weekly co-ed basketball games (the "Services"). The Independent Contractor agrees that the work performed under this Agreement shall be commenced upon _____ and shall be completed upon or about _____.
2. The Village shall pay the Independent Contractor for the performance of the Services as follows: Twenty-Two and 50/100 (\$22.50) U.S. Dollars per game for 'A' Division games and Twenty-Four and 50/100 (\$24.50) U.S. Dollars per game for 'B' Division games, subject to further additions and deductions as may be agreed upon in writing by the parties. Payment shall be made in cash on the day of the game. The Independent Contractor retains responsibility for compliance with all state and federal income tax regulations.
3. The Independent Contractor acknowledges and agrees that nothing herein shall be construed to create an employer-employee or principal-agent relationship between the Village and the Independent Contractor. The Independent Contractor represents and warrants that he or she is currently certified as basketball referee and that he or she will provide satisfactory proof of the same to the Village upon demand. The Independent Contractor further represents, warrants and covenants that he or she will comply with all applicable local, state and federal laws.
4. The Independent Contractor understands that serving as a basketball referee requires strenuous, physical activity and hereby acknowledges, recognizes and assumes full risk and responsibility, during and after the performance of the Services, associated therewith. For and in consideration of the Independent Contractor being chosen to perform the Services, the Independent Contractor hereby for himself or herself and for his or her personal representatives, heirs, administrators, assigns, executors, administrators, beneficiaries, legatees and next of kin hereby releases, waives, discharges and covenants not to sue the Village and the Village's past and present officials (whether elected or appointed), officers, directors, trustees, agents, volunteers, servants, representatives, attorneys, insurers, employees, independent contractors, successors, predecessors and any other party in any way related to the Village (collectively, the "Released Parties") of and from any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs) suits and damages (whether actual or punitive) on account of any injury to the person or property of the Independent Contractor, including death, that may be caused by the negligence of the Released Parties, or otherwise, while the Independent Contractor is performing the Services or that occurred or is alleged to have occurred, in whole or in part, in connection with the Services, the Village or the Independent Contractor's use of Village facilities, equipment or property (collectively, the "Claims"). To the fullest extent permitted by law, the Independent Contractor agrees to and shall indemnify, hold harmless and defend the Released Parties of, from and against the

Claims that occurred or were incurred by reason of any injury, including death, sustained by the Independent Contractor or sustained by others and caused by the activities or omissions of the Independent Contractor, arising out of or in any way connected with the Services, the Village or the Independent Contractor's use of Village facilities, equipment or property.

By signing below, the Independent Contractor acknowledges that he or she has carefully read this Agreement in its entirety and has fully understood each provision. The Independent Contractor further acknowledges that he or she is competent, of lawful age and that he or she has not been given any promise or inducement to sign this Agreement. The Independent Contractor further understands that this Agreement is intended as a complete waiver and release in favor of the Released Parties. The Independent Contractor further acknowledges that he or she has signed this Release as his or her own free and voluntary act.

Independent Contractor Signature: _____

Independent Contractor Printed Name: _____

Address: _____

Social Security Number: _____

Date _____

Village of Sauk Village Signature: _____

Date _____

ATTEST:

The undersigned has received payment for 'basketball referee' services rendered to THE VILLAGE OF SAUK VILLAGE for the Co-ed basketball games played on:

Signature	Amount Received	# of games
-----------	-----------------	------------

Supervisor Signature: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 021 entitled:

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT TO ENTER INTO AGREEMENTS WITH BASKETBALL REFEREES FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on March 9, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on March 9, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 9TH day of March , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 022

A ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH A+
CATERING FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 9TH DAY OF MARCH , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 9TH day of March , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 022

**AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH
A+ CATERING FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") wish to encourage students to learn about their local government; and

WHEREAS, each year, the Village sponsors Student Government Day at the Village; and

WHEREAS, at this event, students learn about Village government and also learn ways they can participate in Village affairs; and

WHEREAS, during Student Government Day, lunch is served to the participating students and, therefore, the Village recognized the need for a third party to provide catering services (the "Services") to the Village; and

WHEREAS, A+ Catering provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which A+ Catering will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to ratify the execution of the Agreement and any steps taken to achieve the same; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable

provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby ratifies the execution of the Agreement. The Village Board authorizes and directs the President or his designee to execute any and all documentation and take any steps necessary to carry out Student Government Day and the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any notice requirements or any requirement of bidding would be applicable to the execution of the Agreement or to the Services, the same are hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

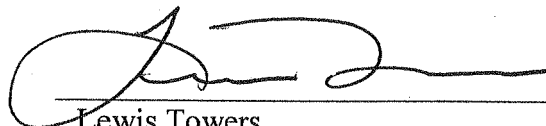
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 9TH day of March , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 023

A ORDINANCE APPROVING AN ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY PRE-APPLICATION FOR LOAN ASSISTANCE FOR DRINKING WATER
FACILITIES FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 23rd DAY OF MARCH , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 23rd day of March , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 023

**AN ORDINANCE APPROVING AN ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY PRE-APPLICATION FOR LOAN ASSISTANCE FOR DRINKING WATER
FACILITIES FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring that the Village's water supply is kept safe and free of contaminants; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to make improvements to its water infrastructure; and

WHEREAS, the Illinois Environmental Protection Agency (the "IEPA") administers the Public Water Supply Loan Program (the "Program"), which is a State Revolving Fund loan program that provides low interest loans to units of local government for the construction of community water supply facilities; and

WHEREAS, in order to take advantage of the Program, the Village finds it necessary to submit to the IEPA the Pre-application for Loan Assistance for Drinking Water Facilities (the "Pre-Application"), a draft of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Pre-Application is a non-binding document upon the Village that does not contain specific benchmarks or impose construction obligations upon the Village; and

WHEREAS, the Pre-Application provides the IEPA with parameters and guidelines to be proposed by the Village to the IEPA to allow the Village to be eligible for funding under the Program; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to submit the Pre-Application to the IEPA and authorize the President or his designee to take all steps necessary to ensure that the Village is able to

take advantage of the Program; and

WHEREAS, prior to the Village entering into any Program documents that will impose binding obligations upon the Village, the Corporate Authorities will be presented with such documents and the same will be reviewed and approved by the Corporate Authorities in accordance with the Sauk Village Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to submit the Pre-Application to the IEPA. The Village Board further authorizes the President or his designee to execute any and all documentation and take any steps necessary to ensure that the Village is eligible to receive funding under the Program and to carry out the intent of this Ordinance. Notwithstanding the foregoing, the authorization provided to the President or his designee does not extend to the execution of any documents that bind the Village to construction or funding/payment obligations, with any such documents being required to be brought before the Village Board for approval through a separate legislative act. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

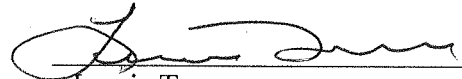
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

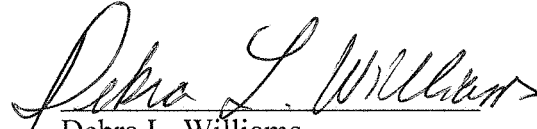
ABSENT: NONE

PASSED AND APPROVED THIS 23RD day of March , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-23, titled:

AN ORDINANCE APPROVING AN ILLINOIS ENVIRONMENTAL PROTECTION AGENCY PRE-APPLICATION FOR LOAN ASSISTANCE FOR DRINKING WATER FACILITIES FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on March 23, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on March 23, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 23rd day of March, 2010.

The Honorable Debra Williams
Village Clerk

11/08/00

Instructions for Pre-Applications for Loan Assistance for Drinking Water Loan Projects

Pre-Applications must be received by the Agency on or before March 31 preceding the fiscal year for which assistance is requested in order to be included on the Agency's printed priority list or Intended Use Plan. Pre-applications should be sent to the Agency at Post Office Box 19276, Springfield, IL 62794-9276. The following provides further explanation of the pre-application and the priority scoring process:

1. Legal name of the loan applicant that will own the facilities to be constructed.
2. Address of loan applicant.
3. Check the box that best describes your organizational status from the following choices:
 - Local Units of Government. (Including cities, villages, townships, counties, and special service areas)
 - Investor Owned Water Utility if under Illinois Commerce Commission regulation and operating as a separate and distinct water utility.
 - Not for Profit Water Corporation if operating as a separate and distinct water utility.
 - Mutually-owned or Cooperatively-owned Water System if operating as a separate and distinct water utility.
4. The county and districts should be consistent with the mailing address.
5. The authorized representative must be the person or officer with the loan applicant that will be responsible to execute loan documents.
6. The name of the Architectural/Engineering consultants or loan applicant's Engineer that will be responsible for the project planning, design and construction of the loan project.
7. Public Water Supply Facility Number.
8. A separate pre-application should be submitted for each type of project and for each project of the same type that will not be constructed concurrently. *Note. Not all of the information used to determine the priority of projects comes from information submitted on the pre-application. Some of the information used to complete the scoring process will be provided by the Agency from its records or produced during the project planning approval process. Population figures for projects that serve less than the applicant's entire service area will be taken from the Agency approved project planning report. The Agency will also provide the economic data and source water protection data that is used in the priority scoring process. Additional information that will be provided by the Agency from its records or produced during the project planning approval process is italicized below with the affected project type. In the absence of this information at the time of priority scoring, a default value of one will be used in the priority scoring calculation until the appropriate value has been determined.*
- "Compliance Project" - A project that will satisfy a compliance need, prevent a water supply from a impending non-compliance condition, or correct a State's Technical Policy violation. For the compliance projects, indicate the MCL parameter violation or

treatment technique requirement that will be corrected by the project. If the project is to correct violations of the State's technical policies, please attach a copy of the Notice of Violation *An assessment of the facility's compliance with drinking water standards and compliance with State Technical Policies will be verified by the Agency.*

- “New Service Project” - A project which will provide drinking water service to an area that has no centralized distribution of drinking water. New Service Projects include the construction of new distribution systems to be connected to existing drinking water treatment facilities or new drinking water distribution systems and associated drinking water treatment facilities. *The percentage of wells that are not an acceptable water supply should be documented by the applicant in the project plan report.*
 - “Service Continuation Project” - A project for the improvement, upgrade, rehabilitation, renovation, and/or replacement of drinking water facilities. Service Continuation Projects include the renovation, repair, replacement or addition of elements of the drinking water treatment, transmission or storage facilities to enable them to maintain the capabilities and capacities for which they were designed and constructed. *An assessment of the conditions of the existing facilities by Agency staff will also impact the priority scoring.*
9. Provide the number of water customers that are billed for water service.
 10. Provide the current population to be served by the project.
 11. Provide a description of the proposed drinking water construction project.
 12. Provide an estimate of the cost for the proposed project and the proposed loan amount.
 13. Provide an estimated schedule for:
 - a. The submission of the project planning to the Agency.
 - b. The submission of engineering plans and specifications to the Agency.
 - c. The award of the construction contract.
 - d. The completion of construction.

MTB\preappdw.sed

Illinois Environmental Protection Agency
P.O. Box 19276, Springfield, IL 62794-9276
Pre-application for Loan Assistance for Drinking Water Facilities
Annual Filing Deadline: March 31

1. Legal Name of Applicant:

Village of Sauk Village

2. Address:

21801 Torrence Ave.

Sauk Village, IL 60411

Agency Use Only:

Date Received: _____

Project Number: _____

_____ New App. _____ Renewal App.

3. Organizational Type:

Unit of Local Government

Investor Owned Water Utility

Not-for Profit Water Corporation

Mutually or Cooperatively Owned Water System

4. Location Information:

a) County Cook

b) U.S. Congressional District # 2

c) Illinois House District # 80

d) Illinois Senate District # 40

5. Authorized Representative:

Name: Lewis Towers

Title: Mayor

Phone: (708) 753-5124

6. Engineer:

Name: James M. Czarnik

Address: _____

Firm: Robinson Engineering, Ltd.

10045 W. Lincoln Highway

Frankfort, IL 60423

Phone: (815) 412-2716

7. Facility Number IL0312790

8. Reason for Project:

A) Compliance Project

1) MCL Violation

Parameter Vinyl Chloride

2) Treatment Technique

Parameter _____

3) Technical Policy Violation

B) New Service Project

C) Service Continuation Project

9. Number of Billed Customers 2,943

10. Population Served by Proposed Project 10,400

11. Project Description With vinyl chloride and other contaminants detected in in the village's
groundwater, one of Sauk Village's wells has been ordered to be shut down by IEPA. Faced with water capacity
and quality problems, the village proposes the infrastructure improvements required to either improve ground-
water treatment or obtain Lake Michigan water, provide a second water main crossing under I-394 to ensure
continuity of service to half of the village, and install water main loops to eliminate dead ends in the system.

12. Cost Estimate \$ 12,000,000

13. Project Schedule:

Project Planning Submission 3 / 1 / 11

Plan and Specification Submission 9 / 30 / 11

Contract Award 1 / 31 / 12

Completion of Construction 7 / 30 / 13

Authorized Representative 

Date 3 123 110

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the “Village”), and as such I am the keeper of the records and files of the Village and of the Village’s Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-22, titled:

AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH A+ CATERING FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village’s Mayor and Board of Trustees on March 09, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on March 09, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 9th day of March, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 024

A ORDINANCE RATIFYING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13TH DAY OF APRIL , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 13TH day of April , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 024

**AN ORDINANCE RATIFYING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE COOK COUNTY
EMERGENCY TELEPHONE SYSTEM BOARD FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act") authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the safety of individuals working, visiting and residing in the Village; and

WHEREAS, the Corporate Authorities recognized the need for a third party to assist the Village with maintaining its 9-1-1 emergency telephone system; and

WHEREAS, the Cook County Emergency Telephone System Board ("ETSB") operates a Surcharge Reallocation Program (the "Program") that provides assistance to municipalities which participate in the Program; and

WHEREAS, the assistance that ETSB provides to Program participants includes, without limitation, providing funding so that participants may make necessary additions or enhancements to their 9-1-1 emergency telephone systems (the "Services"); and

WHEREAS, ETSB provided the Village with an intergovernmental agreement

(the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which ETSB will provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities determined that it was necessary for the health, safety and welfare of its residents and in the best interests of the Village to execute the Agreement; and

WHEREAS, the Corporate Authorities have decided that it is necessary, advisable and in the best interests of the Village and its residents to ratify the execution of the Agreement and any steps taken to effectuate the same;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby ratifies the execution of the Agreement. The Village Board authorizes and directs the President or his designee to execute any and all documentation and take any steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought herein, the same is hereby waived.


SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 13TH day of April , 2010


Lewis Towers
Village Mayor

Attest:

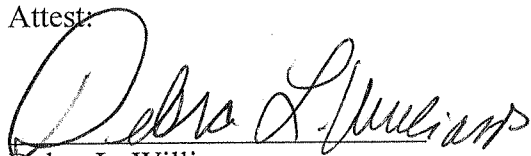

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 024 entitled:

AN ORDINANCE RATIFYING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on April 13 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on April 13 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of April , 2010.

Debra L. Williams
Village Clerk

(SEAL)

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

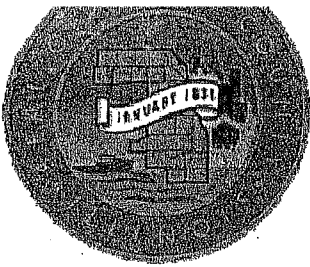
MUNICIPALITY/AGENCY

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

FY 2010

Effective January 1, 2010 to November 30, 2010

DATED: 3 31 10



EMERGENCY TELEPHONE SYSTEM BOARD

Enhanced 9-1-1 Emergency Service for Cook County

MEMORANDUM

February 2010

Albert Pritchett
Chairman
9511 W. Harrison
Des Plaines, IL 60016

Grace Colbert-Mauldin
Treasurer
9511 W. Harrison
Des Plaines, IL 60016

Willie Carter
9511 W. Harrison
Des Plaines, IL 60016

DeWayne Holbrook
1401 S. Maybrook Dr
Maywood, IL 60153

Arthur Jackson
9511 W. Harrison
Des Plaines, IL 60016

William G. Little
234 E. Marquette Road
Chicago, IL 60637

William McHenry
9511 W. Harrison
Des Plaines, IL 60016

John J. Robberson
9511 W. Harrison
Des Plaines, IL 60016

Denise Roche-Evans
9511 W. Harrison
Des Plaines, IL 60016

TO: SURCHARGE REALLOCATION RECIPIENTS

From: 
ALBERT PRITCHETT, CHAIRMAN
COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)

**SUBJECT: COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)
SURCHARGE REALLOCATION PROGRAM (FY 2010)**

We are pleased to inform you that the Cook County Emergency Telephone System Board voted to continue our assistance through the Surcharge Reallocation Program, designed to provide financial support for communications activities to public safety agency users who are a part of the ETSB 9-1-1 system.

Surcharge Reallocation Program funds will be released during the second quarter of 2010. The use of these funds shall be limited to those expenditures specifically identified within the scope of the Emergency Telephone System Act of Illinois; Illinois Compiled Statutes, Chapter 50, Section 750/15.4/C.

Enclosed for your review and execution are the following Surcharge Reallocation Program documents. The documents are also available on the ETSB's website (www.cookcounty911.com):

- 1) Intergovernmental Agreement By and Between the Cook County ETSB and your municipality/agency, authorizing participation in the 9-1-1 Surcharge Reallocation Program.
- 2) Exhibit One – Cook County Emergency Telephone System Board, 9-1-1 Surcharge Reallocation Program Guidelines.
- 3) Exhibit Two – 9-1-1 Surcharge Reallocation Distribution (See your municipality/agency for the specific dollar amount of the Surcharge Reallocation).
- 4) Exhibit Three – Expenditure Audit Report (Every agency granted the 9-1-1 Surcharge Reallocation shall file an expenditure report by November 30, 2010).
- 5) Exhibit Four - Contact Update form.

If your agency intends to participate in the program, please return the signed Intergovernmental Agreement and Contact Update form to Mr. John J. Robberson, Executive Director, Cook County ETSB, 9511 West Harrison, Des Plaines, Illinois 60016, by March 31, 2010.

If you have questions or require additional information, please contact Natasha Allen-Victor Grant Coordinator, at (847) 294-4452 or Mr. Robberson at (847) 294-4744

Enclosures

V FA # 4896

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
AND THE MUNICIPAL AGENCY KNOWN AS**

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

This AGREEMENT is made and entered into on the 1st day of January, 2010, by and between the COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the MUNICIPAL AGENCY known as _____ (hereafter referred to as "MUNICIPAL AGENCY").

WHEREAS, the ETSB has created a Surcharge Reallocation program as outlined in "Exhibit One", attached hereto, and hereby incorporated by reference; and

WHEREAS, the MUNICIPAL AGENCY has agreed to participate in said Surcharge Reallocation Program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this AGREEMENT and the attached "Exhibit One," the sufficiency of which are hereby acknowledged, the ETSB, and the MUNICIPAL AGENCY agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "Exhibit One" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.
- B. That this Surcharge Reallocation is expressly given by the ETSB to the MUNICIPAL AGENCY as a single Surcharge Reallocation for specific qualifying goods and/or services in accordance with "Exhibit One", and is not to be construed as a continuing Surcharge Reallocation for this, or any other purpose.

- C. That this Surcharge Reallocation is not a continuing Surcharge Reallocation but is limited to a one time only agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Reallocations or extensions are to be allowed.
- D. The term of the Agreement will take effect as of January 1, 2010 and continue through November 30, 2010.
- E. The receiving agency acknowledges that all purchases made by it shall be legal, proper and in accordance with the "Emergency Telephone System Act", 50 ILCS 750.
- F. That attached hereto, and hereby incorporated by reference as "Exhibit Two", is the specific dollar amount of the Surcharge Reallocation as approved by the ETSB.
- G. That attached hereto, and hereby incorporated by reference as "Exhibit Three", is the surcharge expenditure audit reporting form that shall be completed by the MUNICIPAL AGENCY in accordance with "Exhibit One".
- H. That attached hereto, and hereby incorporated by reference as "Exhibit Four", is the Contact Information form that shall be completed by the MUNICIPAL AGENCY and returned to the ETSB with this executed agreement.

I. MISCELLANEOUS

- 1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
- 2. Binding effect: This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties.
- 3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable and the remainder of the AGREEMENT shall survive.

4. Notice: All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
5. Governing law: This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
6. Amendment: This AGREEMENT and attached exhibits contains the entire agreement of the parties and shall supersede any prior agreements or understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.
7. Compliance with laws: The parties agree that they will each observe and comply with all applicable federal, state and local laws that affect performance under this AGREEMENT.
8. Indemnification: The MUNICIPAL AGENCY hereby holds harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. MUNICIPAL AGENCY agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines, then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency.

10. Forfeiture: Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.
11. Term of Agreement: The term of said agreement will take effect as of January 1, 2010 and continue through November 30, 2010.
12. The agency shall pay all reasonable attorneys' fees to the ETSB for any action necessary to enforce any part of this agreement.

SIGNED:

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

BY: _____
ALBERT PRITCHETT, CHAIRMAN

DATED _____

MUNICIPAL AGENCY Sauk Village

BY:  _____

TITLE: Mayor

DATED: 3 31 10

EXHIBIT ONE

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD 9-1-1 SURCHARGE REALLOCATION PROGRAM GUIDELINES FY 2010

SECTION 1 - INTENT

The purpose of the Surcharge Reallocation Program is to provide assistance to Public Safety agency users who are a part of the ETSB 9-1-1 system in maintaining and delivering high quality 9-1-1 emergency services. The Cook County Emergency Telephone System Board (ETSB) recognizes that Municipal Agencies and Fire Protection Districts that are a part of the ETSB system may require additions or enhancements to their communications centers in order to provide 9-1-1 related services to their respective communities. The ETSB has approved the funding of the Surcharge Reallocation Program to assist its participants in providing a dependable and efficient emergency telephone system.

SECTION 2 - ELIGIBILITY

To be eligible to receive surcharge reallocation the agency shall meet all of the following criteria:

- 1) The agency must regularly receive 9-1-1 telephone call transfers from the Cook County Sheriff's Police Communications Center. These 9-1-1 telephone call transfers shall not be infrequent nor the result of emergency conditions.
- 2) The agency must have a communication center that dispatches police and/or fire and emergency medical services responders within the jurisdictional boundaries of the ETSB.
- 3) The agency must have residents that both reside within the jurisdictional boundaries of the ETSB and pay the ETSB 9-1-1 surcharge.
- 4) The agency must have hardwire 9-1-1 access lines within the jurisdictional boundaries of the ETSB.

Those agencies that dispatch for 9-1-1 systems that are not a part of the ETSB system shall not be eligible.

SECTION 3 - AVAILABILITY OF FUNDS

The total amount of 9-1-1 Surcharge Reallocation to be distributed shall be determined by the ETSB and is subject to availability of funding within the ETSB budget. The ETSB may terminate, expand or amend the Surcharge Reallocation Program at its discretion. Any 9-1-1 Surcharge Reallocation funds delivered to and not used by the recipient after one year, from the date of delivery, shall be returned to the ETSB. Funds not yet delivered to the recipient after one year following approval of the reallocation shall lapse.

SECTION 4 – BASIS OF DISTRIBUTION BY AGENCY

The total number of hardwire 9-1-1 access lines within the ETSB service area shall be determined by AT&T and provided to the ETSB. The corresponding Emergency Service Number (ESN) for each agency within the ETSB's jurisdiction shall further break down the total AT&T access line count. The ETSB shall determine the amount of surcharge allocation per hardwire access line. The total amount of surcharge to be reallocated to an agency shall be determined by multiplying the number of hardwire access lines by the per access line amount approved by the ETSB. In areas where the same ESN serves more than one agency the approved surcharge reallocation amount per access line will be divided accordingly. The ETSB has established, as policy, that no agency shall receive less than \$1,000.00, regardless of its access line count.

SECTION 5 - 9-1-1 SURCHARGE REALLOCATION FUNDING QUALIFYING EXPENDITURES

The use of the 9-1-1 Surcharge Reallocation shall be limited to those expenditures specifically identified within the scope of the Emergency Telephone System Act of Illinois; Illinois Compiled Statutes, Chapter 50, Section 750/15.4/C. The following list identifies examples of qualifying equipment and services. The list of examples is not intended to be all-inclusive.

- Salaries for Telecommunications Staff
- Geographic Information Systems (GIS)
- 9-1-1 Telephone Customer Premise Equipment
- 9-1-1 Related Training
- Radio Equipment and Console Furniture
- Mobile Data Terminal
- Computer Hardware/Software used for Call Taking and/or Dispatching
- Office Equipment used for Call Taking and/or Dispatching
- Maintenance of Equipment used for Call Taking and/or Dispatching
- Emergency Backup Power Systems
- Communications Center Infrastructure Upgrade

SECTION 6 – AGENCY EXPENDITURE REPORT

Every agency granted the 9-1-1 Surcharge Reallocation shall file an expenditure report using the approved ETSB form (attached as Exhibit Three – Expenditure Audit Report) on or before December 1, 2009. The report shall itemize the expenditures made from the surcharge funds granted to the agency. In addition, proof of each purchase must be provided in the form of copies of paid invoices, or in the case of personnel services copies of payroll records, and should be attached to the expenditure report. The completed form shall be signed by the authorized fiscal agent for the agency and attested to by the Mayor, President, or other Presiding Officer of the agency.

SECTION 7 - ETSB RIGHT TO AUDIT

The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines, then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency. The ETSB shall exercise whatever legal action it deems appropriate to recover any funds improperly used.

SECTION 8 - ETSB INDEMNIFICATION

Indemnification: The MUNICIPAL AGENCY hereby holds harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. MUNICIPAL AGENCY agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.

SECTION 9 - ETSB FORFEITURE

Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement attached hereto, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.

SECTION 10 – PROGRAM TERM

The term of the Agreement will take effect as of January 1, 2010 and continue through November 30, 2010.

COOK COUNTY ETSB 2010 SURCHARGE REALLOCATION FUND

EXHIBIT TWO

<u>Line Count</u>	<u>Police Jurisdiction</u>	<u>Fire/EMS Jurisdiction</u>	<u>Police Share</u>	<u>Fire/EMS Share</u>
1224	DIXMOOR PD	DIXMOOR FD	\$3,378.24	\$3,378.24
935	FORD HEIGHTS PD	FORD HEIGHTS FD	\$2,580.60	\$2,580.60
301	**	GOLF		1661.52
7921	NORTHLAKE PD	NORTHLAKE FD	***	***
717	PHOENIX PD	PHOENIX FD	\$1,978.92	\$1,978.92
1810	ROBBINS PD	ROBBINS FD	\$4,995.60	\$4,995.60
1063	STONE PARK PD	STONE PARK FD	\$2,933.88	\$2,933.88
62840	CC SHERIFF'S PD		\$173,438.40	
936	CC FOREST PRESERVE PD		\$2,583.36	
1055	OAK FOREST HOSP PD	OAK FOREST HOSP FD	\$2,911.80	\$2,911.80
1669	HINES HOSPITAL PD		\$4,606.44	
52		ALSIP FD		\$1,000.00
740		BARRINGTON FD		\$2,042.40
1009		BARTLETT FPD		\$2,784.84
41		BLUE ISLAND FD		\$1,000.00
259		BRIDGEVIEW FD		\$1,000.00
5		BURNHAM FD		\$1,000.00
14		CALUMET CITY FD		\$1,000.00
2350		CENTRAL STICKNEY FD		\$6,486.00
156		CHICAGO HEIGHTS FD		\$1,000.00
7		CHICAGO RIDGE FD		\$1,000.00
80		COUNTRY CLUB HILLS FD		\$1,000.00
123		CRESTWOOD FD		\$1,000.00
84		DOLTON FD		\$1,000.00
27		EAST DUNDEE FPD		\$1,000.00
11695		ELKGROVE RURAL FPD		\$32,278.20
127		ELMHURST		\$1,000.00
38		EVERGREEN PARK FD		\$1,000.00
329		FLOSSMOOR FD		\$1,000.00
86		FOREST VIEW FD		\$1,000.00
4		FRANKLIN PARK FD		\$1,000.00
299		GARDEN HOMES FPD		\$1,000.00
631		GLENCOE FD		\$1,741.56
15984		GLENVIEW FD		\$44,115.84
216		GLENWOOD FIRE		\$1,000.00
1		HARVEY FD		\$1,000.00
4		HAZEL CREST FD		\$1,000.00
18		HILLSIDE FD		\$1,000.00
73		HOMWOOD ACRES FPD		\$1,000.00
1		HOMWOOD FD		\$1,000.00
261		LANSING FD		\$1,000.00
2477		LEMONT FPD		\$6,836.52
4199		LEYDEN FPD		\$11,589.24
502		LONG GROVE FD		\$1,385.52
352		LYNWOOD FD		\$1,000.00
58		LYONS FD		\$1,000.00
17		MARKHAM FD		\$1,000.00

COOK COUNTY ETSB 2010 SURCHARGE REALLOCATION FUND

EXHIBIT TWO

<u>Line Count</u>	<u>Police Jurisdiction</u>	<u>Fire/EMS Jurisdiction</u>	<u>Police Share</u>	<u>Fire/EMS Share</u>
819		MATTESON FD		\$2,260.44
327		MAYWOOD FD		\$1,000.00
90		MELROSE PARK		\$1,000.00
20		MERRIONETTE PARK FD		\$1,000.00
73		MIDLOTHIAN FD		\$1,000.00
10		MORTON GROVE FD		\$1,000.00
274		MOUNT PROSPECT FD		\$1,000.00
8		NILES FD		\$1,000.00
7602		NORTH MAINE FD		\$20,981.52
95		NORTH PALOS FPD		\$1,000.00
1		NORTH RIVERSIDE FD		\$1,000.00
2829		NORTHBROOK FD		\$7,808.04
5		NORTHFIELD FD		\$1,000.00
8119		NORTHLAKE FPD		\$22,408.44
435		NORWOOD PARK FPD		\$1,200.60
117		NW HOMER FPD		\$1,000.00
261		OAK FOREST FD		\$1,000.00
23		OAKBROOK FD		\$1,000.00
2108		ORLAND FPD		\$5,818.08
1510		PALATINE RURAL FPD		\$4,167.60
2922		PALOS FPD		\$8,064.72
1106		PALOS HEIGHTS FPD		\$3,052.56
1881		PLEASANT VIEW FD		\$5,191.56
34		POSEN FD		\$1,000.00
124		PROSPECT HEIGHTS FD		\$1,000.00
114		RIGHTON PARK FD		\$1,000.00
85		RIVER FOREST FD		\$1,000.00
54		RIVERDALE FD		\$1,000.00
2		RIVERSIDE FD		\$1,000.00
395		ROBERTS PARK FIRE		\$1,090.20
758		ROSELLE FPD		\$2,092.08
137		SAUK VILLAGE FD		\$1,000.00
191		SCHAUMBURG FD		\$1,000.00
19		SOUTH CHICAGO HEIGHTS FD		\$1,000.00
3		SOUTH HOLLAND FD		\$1,000.00
26		STEGER FD		\$1,000.00
13		THORNTON FD		\$1,000.00
343		TINLEY PARK FD		\$1,000.00
14		WESTCHESTER FD		\$1,000.00
10		WESTERN SPRINGS FD		\$1,000.00
4		WILLOW SPRINGS		\$1,000.00

Report Criteria:

Invoice.GL Acct = 280000610000-280000880000

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	
280.000.712.000	EMERGENCY TELEPHONE SYSTEM - EMERGENCY TELEPHONE SYSTEM - 280.000.712 - EQUIP REPAIR & MAINTENA	2726 NEW WORLD SYSTEMS	SOFTWARE MAINT/4-1 TO 3-31-11	68869	02/23/2010	56,000.00	PD
280.000.752.000	EMERGENCY TELEPHONE SYSTEM - EMERGENCY TELEPHONE SYSTEM - 280.000.752 - AMALGAMATED - TRUST FE	41 AMALGAMATED BANK OF CHICA	DEBT SRV REQUIREMENTS/2007E	48403	01/12/2010	3,000.00	PD
280.000.770.000	EMERGENCY TELEPHONE SYSTEM - EMERGENCY TELEPHONE SYSTEM - 280.000.770 - TRANSFER TO DEBT SERVI	41 AMALGAMATED BANK OF CHICA	DEBT SRV REQUIREMENTS/2007E	48400	01/12/2010	68,945.38	PD
Total EMERGENCY TELEPHONE SYSTEM						127,945.38	
Total EMERGENCY TELEPHONE SYSTEM						127,945.38	
Grand Total:						127,945.38	

EXHIBIT FOUR

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB)
SURCHARGE REALLOCATION PROGRAM - FY 2010

CONTACT INFORMATION

MUNICIPALITY/
AGENCY: Sauk Village

STREET ADDRESS: 21801 Torrence Ave.
CITY/STATE/ZIP: Sauk Village, IL 60411

PHONE: 708-758-3330

FAX: 708-758-1634

EMAIL: bcorley@saukvillage.org

POLICE CHIEF: Frank B. Martin Jr.

ADDRESS/PHONE:
(If different from above) 708-758-1331

FIRE CHIEF: Alan Stoffregen

ADDRESS/PHONE
(If different from above) 1804 222nd Street
708-758-2225

FISCAL AGENT/
TREASURER: Genorise Carmichael

MAYOR/ELECTED
OFFICIAL: Mayor Lewis Towers
Term Expires: May 2013

ADDITIONAL CONTACT: Brunetta Hill-Corley
Chief of Staff
708-758-3330 ext. 122

Send completed form to:

John J. Robberson, Executive Director
Cook County ETSB
9511 W. Harrison, Des Plaines, IL 60016

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 025

A ORDINANCE EXTENDING THE TERM OF AN AGREEMENT WITH GONZALEZ
& ASSOICATES, P.C. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 27TH DAY OF APRIL , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 27TH day of April , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 025

**AN ORDINANCE EXTENDING THE TERM OF AN AGREEMENT WITH
GONZALEZ & ASSOCIATES, P.C. FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring the efficient and proper management of the Village's financial resources; and

WHEREAS, the Village Finance Director performs certain duties and functions related to managing the Village's financial resources; and

WHEREAS, recently, the Village Finance Director retired, thereby creating a vacancy in said position; and

WHEREAS, due to the vacancy in the position of Village Finance Director, the Village recognized the need for a third party consultant to provide certain transitional financial services (the "Services") to the Village; and

WHEREAS, previously, the Village entered into an agreement with Gonzalez & Associates, P.C. ("Gonzalez") whereby Gonzalez agreed to provide the Services to the Village (the "Agreement"); and

WHEREAS, the Agreement has expired, but Gonzalez is willing to operate under the previously agreed to terms, save a lower hourly fee, and continue to provide the Services to the Village until the Village fills the aforementioned vacancy in the position of Village Finance Director; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and necessary for the health, safety and welfare of its residents to authorize the extension of the terms of the Agreement; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes the extension of the terms of the Agreement in accordance with the terms of this Ordinance. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Extension and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

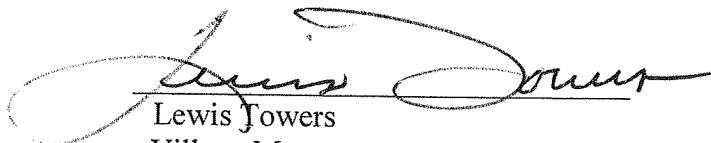
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS ,HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 27TH day of April , 2010


Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 025 entitled:

AN ORDINANCE EXTENDING THE TERM OF AN AGREEMENT WITH GONZALEZ & ASSOICATES, P.C. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on April 27 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on April 27 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 27th day of April , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 026

A ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY
CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON ENGINEERING, LTD.
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (ORION AVENUE)

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 11TH DAY OF MAY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 11TH day of May , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 026

**AN ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY
CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON
ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(ORION AVENUE)**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board"), the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") and the State of Illinois, acting by and through the Illinois Department of Transportation, are all committed to ensuring the safety of individuals driving within the corporate limits of the Village; and

WHEREAS, in connection with the foregoing, the Village has determined that it is in the best interests of the Village and its residents to make certain improvements on Orion Avenue (collectively, the "Project"); and

WHEREAS, the Project consists of replacing the culvert under the bridge, reconstruction of the bridge roadway and related appurtenances; and

WHEREAS, the Village recognizes the need for a third party to perform certain professional engineering services in connection with the Project (the "Services"); and

WHEREAS, motor fuel tax funds will be used entirely or in part to finance the Services; and

WHEREAS, Robinson Engineering, Ltd. ("Robinson") is the Village Engineer and has provided engineering services for similar projects to the Village in the past; and

WHEREAS, Robinson has provided the Corporate Authorities with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth such terms, covenants and conditions under which Robinson will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially

the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in

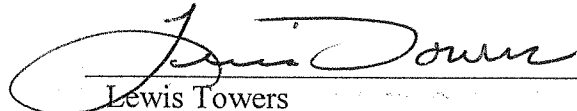
pamphlet form as provided by law.

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT : NONE

PASSED AND APPROVED THIS 11TH day of May , 2010


Lewis Towers
Village Mayor

Attest:

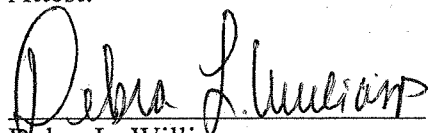

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 026 entitled:

AN ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE (ORION AVENUE)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 11, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on May 11, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 11th day of May, 2010.

Debra L. Williams
Village Clerk

(SEAL)

Municipality Village of Sauk Village	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Robinson Engineering, LTD.
Township Bloom				Address 17000 South Park Avenue
County Cook				City South Holland
Section 10-00028-00-RS				State Illinois 60473 (708) 331-6700

THIS AGREEMENT is made and entered into this 15th day of April, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Orion Avenue Route _____ Length 100 FT(0.02 Miles)(Structure No. _____)

Termini 50 feet on either side of the bridge center

Description

Preliminary Engineering and Construction Engineering for the replacement of the culvert under the bridge, reconstruction of the bridge roadway, and related appurtenances of the street named above.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of contract documents.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g. Make complete general contract documents, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the contract documents, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Periodic observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A lump sum of money not to exceed \$33,000.00
 - b. A sum of money equal to five percent (5%) of the total estimated contract cost for the proposed improvement as approved by the DEPARTMENT.

2. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1c, 1d, 1f, 1h, 1j and 1k in accordance with the following: A sum of money equal to six percent (6%) of the total final construction cost for the proposed improvement as approved by the DEPARTMENT.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of contract documents, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 218.06 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 218.06 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

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

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

Executed by the LA:

Village of Sauk Village _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Debra L. Williams
Debra L. Williams, Village Clerk

(Seal)

By Lewis Towers
Title: Lewis Towers, Village President

Executed by the ENGINEER:

Robinson Engineering, LTD.

17000 South Park Avenue

ATTEST:

South Holland, IL 60473

By Thomas E. Nagle
Title: Thomas E. Nagle, PE, Vice President

By Harry L. Gilmore, Jr.
Title: Harry L. Gilmore, Jr., PE, Associate

Approved

Date

Department of Transportation

Regional Engineer

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 027

A ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY
CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON ENGINEERING, LTD.
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (VARIOUS STREETS)

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 11TH DAY OF MAY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 11TH day of May , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 027

**AN ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY
CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON
ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(VARIOUS STREETS)**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board"), the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") and the State of Illinois, acting by and through the Illinois Department of Transportation, are all committed to ensuring the safety of individuals driving within the corporate limits of the Village; and

WHEREAS, in connection with the foregoing, the Village has determined that it is in the best interests of the Village and its residents to repair or rehabilitate certain streets located within the Village (collectively, the "Project"); and

WHEREAS, the following portions of streets will be improved pursuant to the Project: (a) Jeffrey Avenue from 224th Street to Yates Avenue; (b) Ross-Crescent cul-de-sac; (c) 224th Street from Jeffrey Avenue to Chappel Avenue; (d) Strassburg Avenue from Clyde Avenue to 223rd Place; and (e) Clyde Avenue from 218th Street to 215th Place (collectively, the "Streets"); and

WHEREAS, the Project consists of resurfacing/reconstruction and related appurtenances of the Streets; and

WHEREAS, the Village recognizes the need for a third party to perform certain professional engineering services in connection with the Project (the "Services"); and

WHEREAS, motor fuel tax funds will be used entirely or in part to finance the Services; and

WHEREAS, Robinson Engineering, Ltd. ("Robinson") is the Village Engineer and has provided engineering services for similar projects to the Village in the past; and

WHEREAS, Robinson has provided the Corporate Authorities with an agreement

(the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth such terms, covenants and conditions under which Robinson will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or

determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.


(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 11th day of May, 2010


Lewis Towers
Village Mayor

Attest:

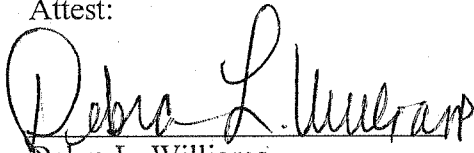

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 027 entitled:

AN ORDINANCE APPROVING AN AGREEMENT FOR PRELIMINARY CONSTRUCTION ENGINEERING SERVICES WITH ROBINSON ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE (VARIOUS STREETS)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 11, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on May 11, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 11th day of May, 2010.

Debra L. Williams
Village Clerk

(SEAL)

Municipality Village of Sauk Village	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Robinson Engineering, LTD.
Township Bloom				Address 17000 South Park Avenue
County Cook				City South Holland
Section 10-00028-00-RS				State Illinois 60473 (708) 331-6700

THIS AGREEMENT is made and entered into this 15th day of April, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Various Streets (below) Route _____ Length 5,760 FT(1.1 Miles)(Structure No. _____)

Termini Jeffrey Avenue from 224th St to Yates Ave, Ross-Crescent cul-de-sac, 224th Street from

Jeffrey Ave to Chappel Ave, Strassburg Avenue from Clyde Ave to 223rd Pl, Clyde Avenue from 218th St to 215th Pl

Description

Preliminary Engineering and Construction Engineering for the resurfacing/reconstruction and related appurtenances of the streets named above.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of contract documents.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

- g. Make complete general contract documents, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the contract documents, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Periodic observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A lump sum of money not to exceed
 - b. A sum of money equal to five percent (5%) of the total estimated contract cost for the proposed improvement as approved by the DEPARTMENT.

2. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k in accordance with the following: A sum of money equal to six percent (6%) of the total final construction cost for the proposed improvement as approved by the DEPARTMENT.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of contract documents, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 218.06 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 218.06 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

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

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

Executed by the LA:

Village of Sauk Village _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Debra L. Williams
Debra L. Williams, Village Clerk
(Seal)

By Lewis Towers
Title: Lewis Towers, Village President

Executed by the ENGINEER:

Robinson Engineering, LTD.

17000 South Park Avenue

ATTEST:

South Holland, IL 60473

By Thomas E. Nagle
Title: Thomas E. Nagle, PE, Vice President

By Harry L. Gilmore, Jr.
Title: Harry L. Gilmore, Jr., PE, Associate

Approved

Date
Department of Transportation

Regional Engineer

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 028

A ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA AND
ASSOCIATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(ANNUAL AUDIT)

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 11TH DAY OF MAY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 11TH day of May , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 028

**AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA
AND ASSOCIATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to stimulating redevelopment within the Village, encouraging municipal revitalization, eliminating blight and increasing economic activity within the Village; and

WHEREAS, in furtherance of the aforementioned goals, the Village has established certain tax increment financing ("TIF") districts within the Village; and

WHEREAS, the Village recognizes the need for a third party consultant to assist the Village with the preparation of statutorily required annual TIF reports (the "Services"); and

WHEREAS, Kane, McKenna and Associates, Inc. has provided the Corporate Authorities with an agreement for the Services (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

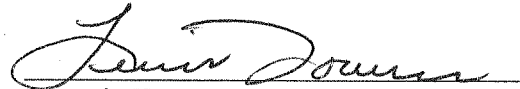
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AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

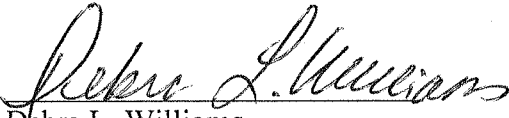
ABSENT: NONE

PASSED AND APPROVED THIS 11th day of May , 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 028 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE , MCKENNA AND ASSOICATES, INC. FOR THE VILLAGE OF SAUK VILLAGE , IL (ANNUAL AUDIT)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 11 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on May 11 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 11th day of May , 2010.

Debra L. Williams
Village Clerk

(SEAL)

March 18, 2010



Honorable Lewis Towers
Village President
Village of Sauk Village
21801 Torrence Avenue
Sauk Village, Illinois 60411

Dear President Towers:

RE: VILLAGE OF SAUK VILLAGE ANNUAL TIF REPORTS

Kane, McKenna and Associates, Inc. is pleased to present this Agreement to perform the following services for the Village related to the preparation of the statutorily required Annual TIF Report for the Village's four (4) TIF Districts for the fiscal year ending April 30, 2009.

SCOPE OF SERVICES

- 1) Work with you, the Village Attorney and auditor to comply with reporting requirements on yearly TIF activity, as specified in State law.
- 2) Assist the Village to prepare the necessary report components including certifications, as specified in State law.
- 3) Assist the Village in preparation and delivery of the current fiscal year TIF Report to all affected taxing districts and the Village Board.
- 4) Review summary data and redevelopment activities including follow-up with developer and/or business entity projects undertaken within the TIF District.
- 5) Assist you, the Village Attorney and staff to prepare taxing district notices for all Joint Review Board meetings. In addition, Kane, McKenna and Associates, Inc. will assist Village staff to coordinate such meetings.

Kane, McKenna and Associates, Inc. would be paid for its services based upon the following hourly billing schedule:

<u>Personnel</u>	<u>Hourly Rate</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

Honorable Lewis Towers
Page 2
March 18, 2010



Kane, McKenna and Associates, Inc. is prepared to begin work immediately upon authorization of this Agreement.

This Agreement expires on December 31, 2010, unless extended by written mutual agreement of both parties.

Please indicate Village acceptance of this Agreement by executing the original and copy and returning the original to our offices. We look forward to working with you.

Sincerely,

Philip R. McKenna
President

Mary L. Thompson
Senior Vice President

AGREED TO:

Philip R. McKenna, President
Kane, McKenna and Associates, Inc.

May 11 2010
Date

Village of Sauk Village

May 11 2010
Date

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10 - 029

A ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA AND
ASSOICATES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS (BOND)

MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 11TH DAY OF MAY , 2010

Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
this 11TH day of May , 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10 - 029

**AN ORDINANCE APPROVING AN AGREEMENT WITH KANE, MCKENNA
CAPITAL, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(BOND CONSULTANTS)**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing necessary services to its residents; and

WHEREAS, in order to ensure that the Village has sufficient funds to meet its necessary expenditures, the Village has undertaken various bond issuances (the "Bonds"); and

WHEREAS, the Village recognizes the need for a third party consultant to assist the Village in filing Continuing Disclosure Undertakings related to the issuance of the Bonds (the "Services"); and

WHEREAS, Kane, McKenna Capital, Inc. ("KMC") has provided the Corporate Authorities with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which KMC will provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of

Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Services sought hereunder, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

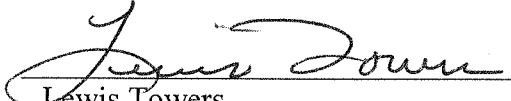
(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS, WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 11TH day of May , 2010


Lewis Towers
Village Mayor

Attest:

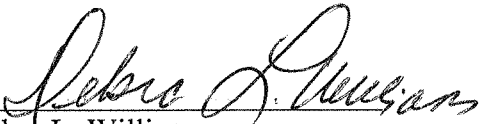

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees.

I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10 – 029 entitled:

AN ORDINANCE APPROVING AN AGREEMENT WITH KANE , MCKENNA AND ASSOICATES, INC. FOR THE VILLAGE OF SAUK VILLAGE , IL (BOND)

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 11 , 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on May 11 , 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 11th day of May , 2010.

Debra L. Williams
Village Clerk

(SEAL)

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-030

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF HUMAN SERVICES, THROUGH HEARTLAND HUMAN CARE
SERVICES, INC., FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of May, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-030

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF HUMAN SERVICES, THROUGH HEARTLAND HUMAN
CARE SERVICES, INC., FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to creating a strong economic base within the Village and ensuring employment opportunities for Village residents; and

WHEREAS, the Illinois Department of Human Services, through Heartland Human Care Services, Inc., its statewide lead agency, ("Heartland") operates the Put Illinois to Work program (the "Program"); and

WHEREAS, the Program's purposes include, but are not limited to, fostering economic recovery and subsidizing employment for certain unemployed and underemployed individuals; and

WHEREAS, Heartland has provided the Village with a memorandum of agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Village will participate as an employer in the Program; and

WHEREAS, Heartland will pay the earnings and payroll taxes of employees who participate in the Program, so the Village will have no responsibility for the same; and

WHEREAS, Program employees will not be employed as replacement workers for other Village employees, nor will Program employees displace or reduce the work hours of any Village employee; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board and only after the Village Board is provided with information concerning the Program. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

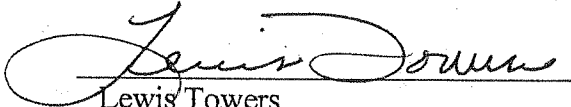
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: Anderson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010


Lewis Towers
Village Mayor

Attest:

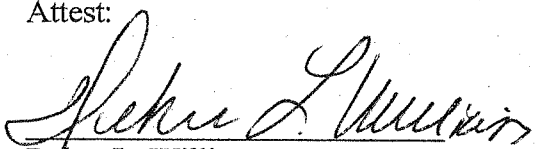

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

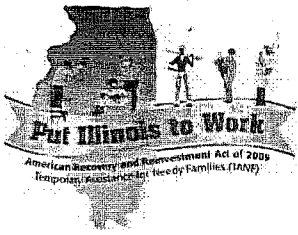
Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-030, titled:

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF HUMAN SERVICES, THROUGH HEARTLAND HUMAN CARE SERVICES, INC. FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this _____ day of _____, 2010.

The Honorable Debra Williams
Village Clerk



Heartland Human Care Services, Inc.®

MEMORANDUM OF AGREEMENT

WORKSITE AGREEMENT

1. VILLAGE OF SAUK VILLAGE, the employer, located at
21801 TORRENCE AVENUE, SAUK VILLAGE, ILLINOIS 60411 agrees to
provide a **Put Illinois to Work** worksite, an on site supervisor or mentor to oversee the trainee-worker in the job and to accurately report for payroll purposes on timesheets provided the times worked by the trainee-worker at the site.

2. This agreement was negotiated with

THE VILLAGE OF SAUK VILLAGE

acting as an authorized agent of the Illinois Department of Human Services (hereafter IDHS) through Heartland Human Care Services, Inc ® its statewide lead agency.

3. The purpose of this Agreement is to establish rights and responsibilities of the parties.

4. The purposes of the Put Illinois to Work program are to foster economic recovery and put Illinoisans back to work earning income to support themselves and their families by subsidizing employment through September 30, 2010, to unemployed or underemployed parents of children and to youth aged 18 through 21 who otherwise meet the TANF eligibility requirements of IDHS.

5. Put Illinois to Work is funded by the State of Illinois and the Temporary Assistance for Needy Families (TANF) Emergency Contingency Fund (ECF). IDHS is the responsible state agency claiming the available American Recovery and Reinvestment Act funds and is the lead state agency responsible for the Put Illinois to Work initiative.

6. IDHS agrees to draw down and deliver the Federal ARRA funds to ensure trainee-worker(s) are paid on a regular payroll cycle.

7. Heartland Human Care Services, Inc. ® (hereafter HHCS) consistent with its contract with IDHS agrees to serve as the employer of record for purposes of Put Illinois to Work. HHCS will be responsible for the direction and control of the trainee-workers, including:

- a) Assignment of trainee-workers to appropriate worksites, and removal if necessary,
- b) Approval of the number of hours worked by trainee-worker,
- c) Payroll issuance to the trainee-worker,
- d) Workers Compensation Insurance, if applicable,
- e) Payroll taxes including the employer portion of Social Security taxes, and
- f) Reporting the trainee-worker's income to the Internal Revenue Service.

8. HHCS as the employer of record will maintain I-9 records but will provide the employer with copies of said documents if requested.

9. HHCS or its authorized agent will provide documentation if appropriate for the trainee worker to be pre-qualified for the Work Opportunity Tax Credit should the employer choose to hire the trainee-worker.

10. HHCS agrees to ensure every trainee-employee has received a unique Payroll Visa card which every two weeks will be loaded with the earnings of the trainee-worker. At no time is the employer responsible for payroll. The employer and the trainee-worker will be provided with an 800 line and an email address should there be any payroll related problem.

11. In the event that the Illinois Department of Employment Security, or court, determines that Put Illinois to Work is not a work-relief program, employers would be responsible for any successful unemployment insurance benefit claims submitted by trainee-worker(s).
12. The employer agrees to provide job experience, skill acquisition and meaningful work to the trainee worker(s) that is relevant to jobs in the employer or in the sector. The employer is not being separately compensated for this service.
13. The employer agrees to mentor and supervise the trainee-worker(s) to ensure skill and experience acquisition adequate to pursue the employment. The employer is not being separately compensated for this service; it is the employer's in-kind contribution to Put Illinois to Work.
14. The employer agrees to allow IDHS to count the employer's supervision and training expenses toward the state's Maintenance of Effort (MOE) requirement under the TANF program. The employer certifies that this supervision and training is being provided by staff that is funded by private funds or if funded solely by Non-Federal funds.
15. The employer agrees to prepare the timesheets in a customary businesslike fashion, ensuring accuracy as to the hours worked and to provide said timesheets for the trainee-worker(s) in a timely fashion to the designated lead agency to ensure payroll can be processed.
16. The employer agrees that the trainee-worker shall work at least 30 hours per week but not more than 40 hours per week and will document the hours accurately.
17. The employer shall provide the trainee-worker with any tools, equipment, safety gear or uniforms required to perform the work at the worksite.
18. The employer agrees to maintain and preserve the confidentiality of its trainee-worker(s) as it would of any employees. Furthermore, the employer agrees to refrain from providing the names of trainee-workers to media or other non-parties to this contract.
19. The employer affirms that if the worksite is subject to a collective bargaining agreement, the employ of trainee-workers under Put Illinois to Work in no way impairs the terms of the contract. Moreover, the employer affirms that the trainee-workers are not being employed as replacement workers during a labor dispute and that no employee has been displaced or had hours reduced to employ trainee-workers.
20. Employers shall abide by the following provisions throughout the Put Illinois to Work program:
 - a) Employers cannot employ family members as part of the Put Illinois to Work program. Trainee-workers may not be related by blood or marriage to the Employer.
 - b) Participating employers may not:
 - a. Be engaged in the adult entertainment industry,
 - b. An organization whose primary business is the sale and distribution of packaged liquors,
 - c. Place trainee-workers in positions in which their primary duty is to promote religious views,
 - d. Be political organizations or participate in campaigning or lobbying activities, or
 - e. Be engaged in the sale of firearms as their primary business, or
 - f. Be golf courses, swimming pools, casinos or other gambling establishments, zoos, or aquariums.
 - c) Employers may only place Put Illinois to Work trainee-workers into positions that would not exist but for the Put Illinois to Work program. Therefore employers may not fill positions that were vacated after March 15, 2010 with Put Illinois to Work participants, and may not reduce hours of existing employees in order to employ Put Illinois to Work trainee-workers.
 - d) Employers may not lay off an employee, and then rehire that employee or otherwise fill the position through the PIW program
 - e) Employers agree to comply with all applicable labor laws.
 - f) Put Illinois to Work trainee-workers must not comprise more than 50% of the business' workforce at each worksite
 - g) Employers will be expected to consider Put Illinois to Work trainee-workers for unsubsidized positions at the end the Put Illinois to Work program. However, providing unsubsidized employment for trainee-workers is not a requirement of the program.
 - h)

21. HHCS and its authorized agents reserve the right to, in consultation with IDHS, terminate the relationship with any employer who fails to provide an appropriate work environment for Put Illinois to Work trainee-workers.

TERM

This Agreement shall become effective upon the date of execution by the Employer and HHCS or its authorized agent, and shall terminate on September 30, 2010. The employer assumes all responsibility for the trainee-worker as of October 1, 2010 if the employer keeps them employed at the worksite. This agreement for Put Illinois to Work can only be extended by written agreement of the lead agency or IDHS.

- This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- This Agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing, and signed by the parties.
- Either party upon thirty (30) days written notice to the other party may terminate this Agreement.
- This Agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party.
- Invalidity of any provision, term or condition of this Agreement for any reason shall not render any other provision, term or condition of this Agreement invalid or unenforceable.

THE VILLAGE OF SAUK VILLAGE

Employer



Authorized Signature

LEWIS TOWERS, MAYOR

Printed Name and Title

June 4, 2010

Date

Agent Organization

Authorized Signature

Printed Name and Title

Effective Date

Illinois Department of Human Services

Authorized Signature

Printed Name and Title

Date

The following organizations are authorized by IDHS and HHCS to enter into this MOU:

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-031

AN ORDINANCE APPROVING AN AGREEMENT WITH THE COMMUNITY AND
ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of MAY, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-031

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE COMMUNITY
AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY FOR
THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to creating a strong economic base within the Village and ensuring employment opportunities for Village residents and youth; and

WHEREAS, the Community and Economic Development Association of Cook County ("CEDA") operates a summer youth employment program (the "Program"); and

WHEREAS, the Program's purposes include, but are not limited to, providing work experience training for participants (the "Participants"); and

WHEREAS, CEDA has provided the Village with a work site agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Village will participate as a worksite agency, providing supervision and training for the Program; and

WHEREAS, CEDA will provide payroll services to the Participants and the Village will not be responsible for paying wages to the Participants in connection with the Program; and

WHEREAS, the Participants will not be employed as replacement workers for other Village employees, nor will Program employees displace or reduce the work hours of any Village employee; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney

(the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board and only after the Village Board is provided with information concerning the Program. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

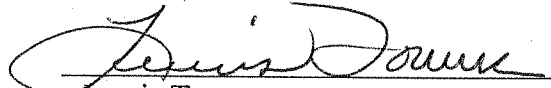
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: Anerson, Benson, Burges, Hanks, Myers, Williams

NAYS: None

ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010


Lewis Towers
Village Mayor

Attest:

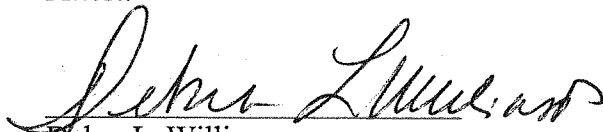

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

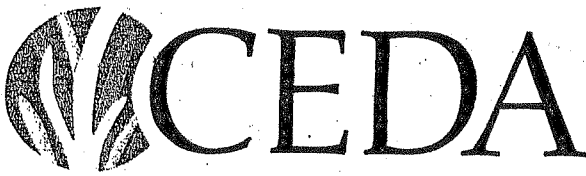
Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-031, titled:

AN ORDINANCE APPROVING AN AGREEMENT WITH THE COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this _____ day of _____, 2010.

The Honorable Debra Williams
Village Clerk



Karyn Perkins, Executive Director
e-mail: kperkins@cedaorg.net

BLOOM RICH COMMUNITY DEVELOPMENT ASSOCIATION
An Affiliate of the Community and Economic Development of Cook County
1203 West End Ave. • Chicago Heights, IL 60411 • (708) 754-4575 • Fax (708) 754-4595
1647 Cottage Grove Avenue • Ford Heights, IL 60411 • (708) 756-2510 • Fax (708) 758-0825
1215 West End Avenue • Chicago Heights, IL 60411 • (708) 756-3451 • Fax (708) 756-3043

May 12, 2010

Dear Employer:

Congratulations and thank you for your interest in being a work site for CEDA Bloom-Rich's Summer Youth. We hope that this six week collaboration will be successful for you, our youth and your business.

Enclosed in this packet you will find the Work Site Agreement, Worksite Information-Job Details, Accident/Incident Report and the Weekly Progress Report for Youth. Please review the information carefully and return the worksite agreement as soon as possible, along with job descriptions for positions that will be available for the youth.

Again, thank you for your interest in collaborating with CEDA Bloom-Rich!

Respectfully,

Karyn Perkins
Executive Director
CEDA Bloom-Rich

Head Start Daycare Centers

Chicago Heights Head Start/St. Joseph	267 E. 15th Street	Chicago Heights, IL	(708) 757-0180
Chicago Heights Head Start/St. James	9 W. 21st Street	Chicago Heights, IL	(708) 754-9861
Blake Daycare Center	905½ East 16 th Street	Ford Heights, IL	(708) 757-5205
Yates Head Start Center	1055 Berkeley Street	Ford Heights, IL	(708) 757-2680
Ford Heights Head Start	1647 Cottage Grove	Ford Heights, IL	(708) 757-1393

11. Notify CEDA of participant actions which require corrective measures, counseling, discipline or termination from the program.
12. Ensure that youth are supervised at all times.
13. Prohibit participants from being supervised by a member of their family.
14. Designate a qualified alternate supervisor who has received a CSBG ARRA 2010 Summer Youth Program Orientation to supervise the participant(s) if a regular supervisor is absent. The worksite must advise CEDA if a new supervisor is assigned to the participants.
15. Follow set procedures (Exhibit C) when handling work related injuries and illnesses.
16. Not exceed a ratio of one (1) supervisor for seven (7) participants.
17. Comply with the Fair Labor Standards Act and regulations governing the CSBG ARRA 2010 Summer Youth Program.
18. Make all worksite records and personnel available for monitoring by Federal, State and agency monitors.
19. Ensure that no currently employed workers are displaced by any participants. This includes partial displacements such as reductions in work hours, wages, benefits or overtime.
20. Provide and document all necessary and appropriate safety training, according to the provisions of Occupational Safety and Health Act of 1970.
21. Follow all CEDA policies (Exhibit D).
22. Provide a work environment free from harassment or discrimination of any kind.

CEDA will:

- A. Provide orientation to supervisors and alternates. The orientation consisting of program goals, regulations, policies and procedures, will be conducted at the discretion of CEDA.
- B. Determine the maximum number of hours each participant may work per day and during the overall program.
- C. Provide payroll services for participants.
- D. Monitor the worksites.
- E. Initiate appropriate revisions to this agreement, as necessary.

EXHIBIT A

Timesheet and Evaluation Procedures

Timesheets must be filled out daily, in ink. No hours may be filled out in advance. It is the supervisor's responsibility to see that each youth signs in every morning, out at lunch, back in after lunch and out at the end of the workday. The supervisor must verify hours at the end of each pay period by signing the appropriate area.

At the end of each week, the supervisor must complete a progress report for each youth. The progress report must be discussed with the youth, then signed by the youth and the supervisor. Timesheets and progress reports must be collected weekly by the CEDA Site Supervisor. Unsigned or incomplete forms will not be accepted.

Absences and Holidays

Youth will be paid only for the actual hours they work, and any missed hours may not be made up. Holidays that are observed by the worksite will also be observed by the youth. However, if the worksite is open for business during a holiday, the youth may work, and be paid for those hours. If attending summer school, under no circumstances will the youth be paid for hours on days that he/she is absent from school.

Orientation and Job Readiness Workshops

CEDA will provide an orientation and job readiness workshops for all participants. Attendance at orientation and job readiness workshops are mandatory. CEDA Worksite Supervisors will also conduct individual sessions to review and document participant's progress in the program. When participants attend workshops or individual sessions, the worksite will submit timesheets covering the time at the worksite. CEDA Worksite Supervisors will complete timesheets for hours the participants spent at workshops or individual sessions.

Payroll Schedule

CEDA Worksite Supervisors will provide the worksite and youth with payroll schedules. Those schedules will outline the pay period ending dates, timesheet pick-up dates and dates paychecks will be mailed. Supervisors are responsible for completing paperwork on time, according to dates on the pay schedules.

EXHIBIT C

ACCIDENT AND EMERGENCY PROCEDURES

Worksite supervisors will receive an Emergency Contact Form for each youth, along with a contact list for CEDA Site Supervisors and CDA Directors. This card specifies the actions to be taken if any youth require medical attention. If a youth is injured, or becomes ill on the job, the supervisor must follow these procedures:

1. Provide first aid or medical attention, according to the company/agency emergency procedures.
2. Notify the CEDA Site Supervisor immediately, no matter how minor the injury seems.
3. File an Accident / Incident Report after the injury or illness is reported, but no more than 24 hours later.

These procedures are designed to ensure that any participant injured on the job receives all the benefits they are entitled to under the law. Please follow the procedures, and notify CEDA anytime a youth is injured.

*****ANY WORKSITE THAT WITHHOLDS INFORMATION REGARDING ANY ACCIDENT OR INCIDENT WILL BE LIABLE FOR THAT ACCIDENT OR INCIDENT.***

Worksite Information – Job Details
(Please complete for each job position)

Worksite: _____

Worksite Address: _____

Job Title: _____

Working Days: _____

Working Hours: _____

Number of Positions: _____

**Work Site
Supervisor Info:** _____



CSBG ARRA 2010 SUMMER YOUTH EMPLOYMENT PROGRAM

Weekly Progress Report for Youth

Program Participant's Name: (printed) _____

Center/Work Site Location: _____

Evaluation Rating Scale

Please rate job performance for each area using the following scale:

Outstanding: Performance is outstanding and consistently exceeds the job requirements.

Successful: Performance is standard and meets the job requirements.

Needs Improvement: Performance meets some but not all of the job requirements. An area where further training/development is required.

Unsuccessful: Performance does not meet job requirements and expectations for experience and responsibility. Initiate performance improvement plan immediately.

For each area ranked "Outstanding", "Needs Improvement", or "Unsuccessful", include specific examples that support the rating.

JOB RESPONSIBILITIES	Outstanding	Successful	Needs Improvement	Unsuccessful	Comments
Attendance					
Promptness					
Attire					
Performance					
Completing Work Assignments					
Following Instructions					
Working with other Co-workers					

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-032

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of May, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 032

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to providing and maintaining safe streets and roadways for drivers, passengers and pedestrians in the Village; and

WHEREAS, pursuant to Section 11-302 of the Illinois Vehicle Code (625 ILCS 5/11-302), the Village may designate any intersection of streets under the jurisdictional control of the Village as stop intersections and may erect stop signs at one or more entrances to such intersections; and

WHEREAS, recently, the Village of Sauk Village Department of Police (the "Police Department") conducted a study of the pedestrian and traffic flow (the "Traffic Study") at and around the intersection of Carol Avenue and 217th Place in the Village (the "Intersection"); and

WHEREAS, during the Traffic Study, the Police Department observed periods of traffic creating a high-risk situation for pedestrians, vehicular traffic and real property in the area; and

WHEREAS, based upon the Traffic Study, the Police Department has provided the Village with a recommendation, attached hereto and incorporated herein as Exhibit A, (the "Recommendation") that the Village designate the Intersection as a stop intersection and install stop signs; and

WHEREAS, previously, the Corporate Authorities designated certain intersections within the Village as stop intersections, which designations are contained in Chapter 77 of the Sauk Village Municipal Code (the "Village Code"); and

WHEREAS, based on the foregoing findings and the Recommendation, the Corporate Authorities have determined that it is necessary and in the best interests of the

Village and its residents to designate the Intersection as a stop intersection and install, maintain and/or remove appropriate signage and pedestrian crossing lines associated therewith; and

WHEREAS, based on the foregoing findings and the Recommendation, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to amend certain provisions of Chapter 77 of the Village Code as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: That Chapter 77, Section I. of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, by inserting the following to the list of stop intersections provided therein:

Stop Intersection	Intersection	Direction	Ord. No.	Date Passed
<u>217th Place</u>	<u>Carol Avenue</u>	<u>Three-Way</u>	<u>10-</u>	<u>05-25-10</u>

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith including, without limitation, the installation, maintenance and removal of stop signs and other signage.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-032, titled:

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this ____ day of _____, 2010.

The Honorable Debra Williams
Village Clerk

AYES: Anerson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

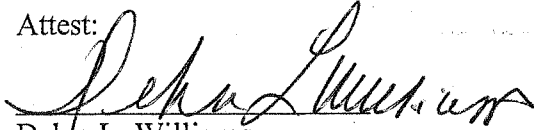
ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A



VILLAGE OF SAUK VILLAGE
DEPARTMENT OF POLICE



21701 SOUTH TORRENCE AVENUE
SAUK VILLAGE, ILLINOIS 60411

Phone 708-758-1331
Fax 708-758-9044



18 May 2010

TO: Mayor Lewis Towers
Sauk Village Board of Trustees

FROM: Chief Frank B. Martin Jr.

SUBJECT: Request for Stop Signs Study

LOCATION: Carol Avenue and 217th Place

DURATIONS: 12, 13 & 14 May 2010

HOURS: 7:00 a.m. to 8:15 a.m. & 2:30 p.m. to 3:00 p.m.

This study commenced on 7:00 a.m. 12 May, 2010 observing the pedestrians and traffic flow, north bound on Carol Avenue intersecting onto 217th Place west bound to Peterson and east bound to Jeffrey.

Traffic conditions were small to medium from 7:00 a.m. on Carol Ave. and Peterson after 7:15 a.m. school buses begin picking up children and traffic increase. Speeding begins exceeding 40 mph on Peterson and Carol Ave 40 mph slowing to 20 mph turning onto Peterson, this fast tuning is high risk to pedestrians, vehicular traffic and real property.

Pedestrians adults and older children traffic starts at 7:00 a.m. Younger children start walking at 7:30 a.m. to Carol Ave and board the school buses at app. 7:45 a.m. The speeding and turning off Carol Ave onto Peterson create a high risk factor of causing and accident.

The afternoon traffic is medium and exceeding the posted speeding limit. The children exit the school buses began walking and running into the roadway.

RECOMMENDATION: Install three way STOP signs at the intersection of Carol Ave and 217th Place as soon as possible with marked pedestrians crossing lines.

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-033

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK, ON BEHALF OF THE COOK COUNTY SHERIFF,
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of MAY, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 033

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF COOK, ON BEHALF OF THE COOK COUNTY
SHERIFF, FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the provisions of Article VII, Section 10 of the Constitution of the State of Illinois authorize and encourage intergovernmental cooperation amongst units of local government; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the "Act") authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise power or powers, privileges, functions or authority with any other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Board of Trustees of the Village (the "Village Board"), the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") and the County of Cook, on behalf of the Cook County Sheriff, (collectively, the "County") are all committed to enhancing the Village's interoperable communications with the County and other public safety entities; and

WHEREAS, in furtherance of the foregoing goal, the County desires to loan the Village up to four (4) portable radios (the "Radios") for use by the Sauk Village Police Department, the Sauk Village Fire Department and other Village public safety entities; and

WHEREAS, the County has provided the Corporate Authorities with an Intergovernmental Agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the County will loan the Radios to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in

the best interests of the Village and its residents to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in

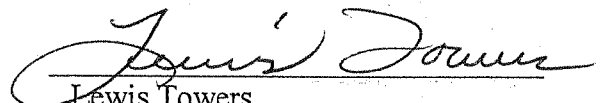
full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: Anerson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010


Lewis Towers
Village Mayor

Attest:

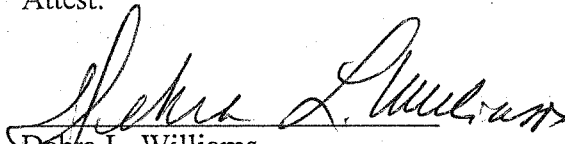

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-033, titled:

AN ORDINANCE APPROVING AN AGREEMENT WITH THE COUNTY OF COOK, ON BEHALF OF THE COOK COUNTY SHERIFF FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this ____ day of _____, 2010.

The Honorable Debra Williams
Village Clerk

COOK COUNTY EMERGENCY COMMUNICATIONS INTEROPERABILITY PLAN

FACT SHEET

BACKGROUND

In the beginning of 2006, the U.S. Department of Homeland Security's Urban Area Security Initiative (UASI) Working Group, The Office of the President of the Cook County Board of Commissioners, Cook County Sheriff's Department, and the City of Chicago presented a plan to provide interoperable communications systems for First Responders throughout Cook County. The goal of this project is to establish an affordable, easy-to-use radio system that will ensure every municipality in Cook County can establish and maintain voice communication with neighboring jurisdictions during an emergency situation.

This collaborative initiative is near completion. The primary components that are now available for use and deployment by your municipality's First Responders are as follows:

- 1.) Four Portable Radio units, two for police and two for fire, with mobile mounted chargers (including installation) that would be installed in first responder vehicles that you select. The radios would be in the field and tuned to the Interoperability call channel at all times, to be used in the event of an emergency requiring interoperable communications. These radios will also have select Cook County Sheriff's Radio Channels, and the Starcom 21 channels, which allow for Statewide Interoperability.
- 2.) A command center mounted base station, or programming of the present ITTF base station), for communications on the channels described above.

COST

The initial cost to install the new County owned equipment in your four vehicles and base station, if required, will be covered by this initiative without charge to your Village. The equipment will remain titled to Cook County.

However, the annual shared radio network maintenance fee for each radio will be \$240.00. If you have four portables and one base station the total annual fee will be \$1,200.00 per year. During the initial years of this project, we may obtain funding that may reduce this fee, if received; we will reduce the fee accordingly.

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of May 25th, 2009 (the "Effective Date") by and between the County of Cook (the "County"), a public body corporate of the State and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Sheriff, ("Sheriff"), and Sauk Village (the "Recipient"), a unit of local government of the State of Illinois.

RECITALS:

WHEREAS, the County and Recipient are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency ("IEMA") has received various grant funds from the U.S. Department of Homeland Security, to support interoperable communications projects within the State; and

WHEREAS, in 2007, the IEMA awarded grant funding to the County to accomplish certain projects, including: (1) Upgrading the County's digital trunked radio system ("Digital Trunked System") to be P25 standard compliant (including the connection of County and municipal radios to the State of Illinois' StarCom 21 system, thereby allowing state-wide communication) and (2) Providing links from the County's Digital Trunked System to achieve interoperability with radio systems belonging to participating entities such as Recipient; and

WHEREAS, the County and Recipient believe that the goal of enhancing interoperable public safety communications capabilities within Cook County would be served by the loan by the County to Recipient of certain portable radios belonging to the County for the use of Recipient's public safety agencies, including, but not limited to, its police and fire departments on the terms more fully described herein; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

**COOK COUNTY URBAN AREA WORKING GROUP
INTEROPERABLE RADIO COMMUNICATIONS SUBCOMMITTEE**

**COUNTYWIDE RADIO COMMUNICATIONS INTEROPERABILITY COMMUNICATIONS PLAN -
PHASE ONE**

Fax Request to Cook County Sheriffs Department Radio Unit: 708-865-4899

Radio Request Form

Date of Request: May 25, 2010

Requesting : 4 TKS Radios

Agency: Sauk Village Police Dept. **Telephone:** 708.753.5197

Contact: Timothy Holevis **Fax:** 708.758.1634

Address: 21701 Torrence Avenue **Email:**

Town: Sauk Village **Zip:** 60411

Department Request

Police Department (x)
Fire Department (x)
Communications Center (x)

Memorandum of Understanding Executed and Attached (x)

Vehicle Description for Radio and Mobile Charger Installation

Year: TBD Make: Model: Unit#:

VIN: Vehicle Contact Person:

Contact Telephone: 708.753.5197

Person Requesting: Lewis Towers Title: Mayor Date: May 25, 2010

supervision of the Sheriff and that the County is and shall be the sole owner of its existing Digital Trunked System as well as any new, added equipment that may in the future be made a part of the County's Digital Trunked System and other County networks or property. This status shall include all towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

It is further understood and agreed that Recipient is and shall be the sole owner of all of its existing radio system as well as any new, added equipment that may in the future be made a part of the Recipient's radio system and other Recipient networks or property, provided, however, that County-owned equipment that may be installed at Recipient locations to make connections to the Digital Trunked System is and shall remain the County's property and shall not be disturbed.

SECTION 5: RESPONSIBILITIES OF THE PARTIES

5.1 The County

5.1.1 Delivery and Installation of Radios

Pursuant to a mutually agreed upon schedule, the County shall deliver the Radios described in Attachment 1 to Recipient and shall install the Radios in public safety first responder vehicles designated by Recipient. County shall not be responsible for any additional Radio installations and shall not be obligated to install a Radio if it determines, in its sole discretion, that the vehicle provided by Recipient is unsuitable for such installation.

5.1.2 Training

Pursuant to a mutually agreed upon schedule, the County shall provide training on the use and operation of the Radios to the appropriate Recipient personnel who will be responsible for such operation.

5.1.3 Radio Frequencies; Access Codes

The County shall provide Recipient with the appropriate licensed frequencies upon which the Radios shall be used and shall provide updated or alternative frequencies as such frequencies become applicable. County shall also provide Recipient with any applicable access codes pursuant to which the Radios may be used to access the Digital Trunked System.

5.1.4 Direct Costs

The County shall be responsible for those costs associated with the core operations of its Digital Trunked System (the "Direct Costs"), which include the following:

A. Maintenance costs for Digital Trunked System expenses that are directly billed to the County.

Recipient hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, shareholders, directors, partners, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

SECTION 6: MISCELLANEOUS TERMS

6.1 No Joint Venture

This Agreement shall in no event be construed in such a way that either County or Recipient constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

6.2 Notice

All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Office of the Cook County Sheriff

1401 N. Maybrook Dr..

Maywood, IL 60153

Attention: Chief of Police

Telephone: (708) 865-6520

Facsimile: (708) 865-4718

If to Recipient, to:

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10- 034

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of MAY, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 034

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, currently, the Illinois Municipal League Risk Management Association, an intergovernmental association, ("IMLRMA") provides insurance coverage services (the "Services") to the Village; and

WHEREAS, in connection with the Services, IMLRMA operates the IMLRMA Watchlist Program (the "Program"), which helps members evaluate and address the fundamental causes of poor loss performance and reduce the frequency and severity of claims; and

WHEREAS, IMLRMA has provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Village will participate in the Program; and

WHEREAS, to diminish the amount of money that the Village has to spend on losses and claims, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") find that it is advisable, necessary and in the best interests of the Village and its residents to approve and execute the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein.

This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

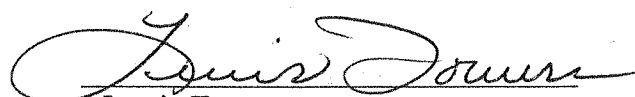
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AYES: Anerson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

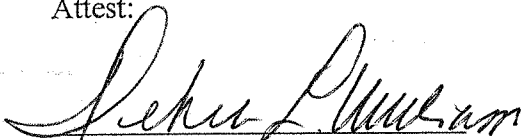
ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010.



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-034, titled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION THE VILLAGE
OF SAUK VILLAGE, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this ____ day of _____, 2010.

The Honorable Debra Williams
Village Clerk



Village of Sauk Village

PRESENTED BY
Blaine Kurth
April 21, 2010



CLAIMS OVERVIEW

Village of Sauk Village All Years as of 12/30/2009

Year	A <u>Tot # Paid Claims</u>	B <u>Net Incurred as of 12/30/09</u>	C <u>Contribution</u>	D <u>Loss Ratio</u>	E <u>Administrative Expenses</u>	F <u>Net Gain or Loss above 72% of contribution (C-E-B)</u>
1981						
1982						
1983						
1984						
1985						
1986						
1987						
1988						
1989						
1990						
1991						
1992						
1993						
1994						
1995						
1996						
1997						
1998						
1999						
2000						
2001						
2002						
2003	3	\$17,876	\$37,311	48%	\$10,447	\$8,988
2004	23	\$1,694,307	\$251,207	674%	\$70,338	(\$1,513,438)
2005	19	\$25,156	\$252,304	10%	\$70,645	\$156,503 *
2006	20	\$110,003	\$260,959	42%	\$73,069	\$77,888 *
2007	14	\$18,125	\$302,112	6%	\$84,591	\$199,395 *
2008	27	\$202,160	\$339,289	60%	\$95,001	\$42,129 *
2009	18	\$136,712	\$358,470	38%	\$100,372	\$121,387 *
TOTALS	124	\$2,204,338	\$1,801,652	122%	\$504,463	(\$907,149)

*The most recent 5-years' data is not credible due to lag time for filing of claims and development of filed claims.

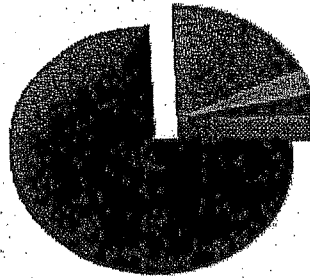


CLAIMS DETAIL

Graph Net Incurred for each Coverage Code Order By Desc

Selection: Claims where Date Of Loss between 12/31/1999 and 12/30/2009 11:59 PM and Claim Status is Closed or Open and Policy Holder is Sauk Village - 0500778 As Of 12/30/2009

	Coverage Code	Net Incurred	Claim Count	Cost per Claim
	GL	\$1,636,886.44	25	\$65,475.46
	WC	\$239,852.13	1	\$239,852.13
	APD	\$66,214.98	17	\$3,895.00
	AL	\$32,778.21	13	\$2,521.02
	PD	\$21,668.24	2	\$10,834.12
	IM	\$3,043.49	2	\$1,021.75
	Totals:	\$2,205,438.44	196	\$11,252.24



- GL (74.2%)
- WC (19.9%)
- APD (3.0%)
- AL (1.5%)
- PD (1.0%)
- IM (0.4%)

Claims Data Abbreviations		
Abbreviation	Meaning	Description
AL	Auto Liability	Lawsuits or claims against the municipality from third-parties due to auto accidents caused by municipal drivers
APD	Auto Physical Damage	Claims for damage to municipal-owned vehicles
GL	General Liability	Lawsuits or claims against the municipality from third-parties
IM	Inland Marine (Portable or Mobile Equipment)	Claims for damage to municipal-owned equipment, such as backhoes, tractors, mowers, police car light bars, laptops, etc.
PD	Property Damage	Claims for damage to municipal property such as buildings or building contents
WC	Worker's Compensation	Claims for injury to or illness of your employees



BENEFITS OF IMLRMA LOSS CONTROL SERVICES

One area where municipalities can save money is by reducing the frequency or severity of their claims. Higher loss history, whether due to frequency or severity, results in higher costs. In addition to the direct monetary costs, accidents and claims result in indirect and hidden costs such as lost time and productivity, decreased employee morale, increased employee turnover, diversion of resources, and diminished public trust.

During an economic downturn, it is not uncommon for municipalities to experience increases in claims. Although risk financing can help municipalities pay for losses, relying on claim payments is no substitute for developing and implementing loss control techniques. Loss payments do nothing to prevent losses from occurring. The least costly accident or claim in terms of time, money, and morale is the one that never happens, so every loss that is avoided saves money.

Benefits of an Effective Loss Control Program

The primary purpose of a loss control program is to help a municipality prevent losses and to minimize the cost of losses that occur. Due to unique exposures like police officers, fire fighters, and water treatment plants, municipalities face many distinct loss control challenges. All municipalities, regardless of size, can strengthen safety and loss control programs to protect lives, control costs, and safeguard assets.

Effective loss control efforts do not have to be complicated, time consuming, or expensive. Often there are no-cost or low-cost options that provide all the protection needed. Solutions may include buying proper equipment or adjusting workstations, or be as simple as teaching proper lifting techniques to prevent back injuries. Even starting small can help. Programs can evolve as time, resources, and priorities dictate.

An effective loss control program is an investment that will return money to a municipality. Money that is not spent paying for losses can be used more productively – to the benefit of all. The potential value of an effective loss control program sends a message to a municipality's citizens that the administration is determined to protect its citizens as well as the assets and property of the community.

Benefits of the IMLRMA's Loss Control Services

The IMLRMA is focused on controlling costs through loss prevention and training. Our dedicated team of loss control representatives is available to help members identify, eliminate, and reduce their risks and exposures.

As part of the annual contribution, IMLRMA members receive the added value of our loss control services **without paying extra fees or excessive costs.**

At IMLRMA, we understand that the best long-term strategy for reducing IMLRMA contributions is to prevent accidents and losses from occurring. This demands the kind of creative, effective loss control strategies that IMLRMA loss control representatives can deliver.

Excellent loss control begins with representatives that are knowledgeable about the unique risks faced by municipalities. Our loss control representatives have a combined total of 34 years of experience providing loss control services for IMLRMA members and an additional 35 years of experience as risk managers for Illinois municipalities. IMLRMA loss control representatives are committed to delivering quality and timely loss control services by working closely with municipal officials and employees throughout the process.



VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-035

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 25th DAY OF MAY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 25th day of MAY, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-035

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE
VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, currently, the Illinois Municipal League Risk Management Association, an intergovernmental association, ("IMLRMA") provides insurance coverage services (the "Services") to the Village; and

WHEREAS, previously, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") reviewed the various options for the Village to pay for the Services; and

WHEREAS, after its review, the Corporate Authorities determined that the Minimum/Maximum contribution payment option was the payment option most desirable for the Village; and

WHEREAS, IMLRMA has provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which the Village will pay for the Services using the Minimum/Maximum contribution payment option; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable

provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. To the extent that any requirement of bidding would be applicable to the Agreement described herein, the same is hereby waived.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

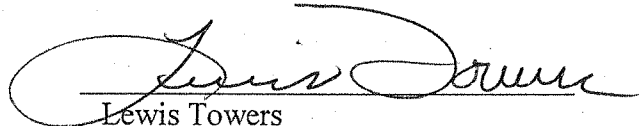
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AYES: Anderson, Benson, Burgess, Hanks, Myers, Williams

NAYS: None

ABSENT: None

PASSED AND APPROVED THIS 25 day of May, 2010


Lewis Towers
Village Mayor

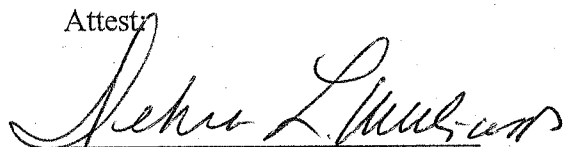
Attest:

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-035, titled:

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on May 25, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on May 25, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this day of , 2010.

The Honorable Debra Williams
Village Clerk

IMLRMA MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

This Agreement is entered into this May 25, 2010 (Date Signed), between the Illinois Municipal League Risk Management Association (IMLRMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the VILLAGE OF SAUK VILLAGE, a member of the IMLRMA. This Agreement amends and supplements the Declarations Pages dated December 31, 2009 to December 31, 2010 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Loss Fund" -- Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Minimum Loss Fund" -- 80 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Maximum Loss Fund" -- 120 percent of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.

"Paid Claim Dollars" -- Those payments made by IMLRMA on claims including defense costs against the VILLAGE OF SAUK VILLAGE minus recovery from subrogation, deductible or salvage credited against those claim payments.

"Minimum Contribution" -- Minimum Loss Fund including reinsurance and excess premiums and administrative costs.

"Maximum Contribution" -- Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The VILLAGE OF SAUK VILLAGE hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 103,147		\$ 103,147
Loss Fund	@ 80% \$ 207,019	@ 120%	\$ 310,529
Contribution	\$ 310,166		\$ 413,676

3. Based upon a comparison of paid claim dollars against the Loss Fund, IMLRMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, IMLRMA will complete a semi-annual review of paid claim dollars.



5. NOTICE

IMLRMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60 percent of the Minimum Loss Fund.

IMLRMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85 percent of the Minimum Loss Fund.

6. BILLING/PAYMENT -- The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

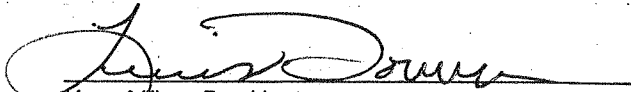
The VILLAGE OF SAUK VILLAGE hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of the IMLRMA remain the same under this Agreement, including the handling of all claims.

8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.


Mayor/Village President

10.4.10

Date

Treasurer/Comptroller/RMC

Date

IMLRMA, Managing Director

Date

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-036

AN ORDINANCE APPROVING AN EXECUTION OF A LETTER OF SUPPORT
FOR GOSPEL FEST FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 8TH DAY OF JUNE, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 8th day of June, 2010

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10- 036

AN ORDINANCE APPROVING THE EXECUTION OF A LETTER OF
SUPPORT FOR GOSPEL FEST FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Corporate Authorities (as defined below) are committed to promoting various cultures and traditions and supporting family-friendly activities held within the Village; and

WHEREAS, the Village desires to support Gospel Fest, an annual social/civic event sponsored by local non-governmental groups; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") find that it is advisable, necessary and in the best interests of the Village to execute a letter of support for the Gospel Fest (the "Letter"), attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and execute the Letter in accordance with its terms, or any modification thereof, after the review and approval of the Letter by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Letter, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village

Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AYES: TRUSTEES ANDERSON, BENSON, BURGESS, HANKS, MYERS AND WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 8th day of JUNE, 2010


Lewis Towers
Village Mayor

Attest:

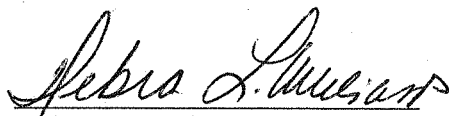

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-036, titled:

**AN ORDINANCE APPROVING THE EXECUTION OF A LETTER OF SUPPORT
FOR GOSPEL FEST FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on June 8, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on June 8, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 8th day of June, 2010.

The Honorable Debra Williams
Village Clerk



21801 Torrence Ave., Sauk Village, IL 60411 - Phone (708) 758-3330 - (708) 758-1634

June 4, 2010

Mr. Dave Krueger, Permit Manager
Bureau of Traffic
Illinois Department of Transportation
201 West Center Court
Schaumburg, IL 60196-1096

Dear Mr. Krueger:

I am writing in support of the enclosed request from the Sauk Village Church of God. The Church is requesting to use of IDOT property located on the south side of Sauk Trail Road between Cornell Avenue and Prairie Avenue in the Village of Sauk Village. The property would be used as the location for a special event, the annual "Shine Gospel Fest", tentatively schedule for August 7, 2010. The "Shine Gospel Fest" is well attended, and a positive event that contributes to the richness of our community, and I encourage you to give the church's request your favorable consideration.

Sincerely,

Lewis Towers
Mayor

.cc Sauk Village Church of God
Sauk Village Governing Board of Trustee

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-037

AN ORDINANCE ESTABLISHING THE PREVAILING WAGE RATES FOR THE
CONSTRUCTION OF PUBLIC WORKS PROJECTS FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22nd DAY OF JUNE, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 22nd day of June, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-037

**AN ORDINANCE ESTABLISHING THE PREVAILING WAGE RATES FOR
THE CONSTRUCTION OF PUBLIC WORKS PROJECTS FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) (the "Act"), which regulates the wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or political subdivision or by anyone under contract for public works; and

WHEREAS, the Act requires the Village to investigate and ascertain the prevailing rate of wages, as defined in the Act, for laborers, mechanics and other workers in the locality of the Village employed in performing the construction of public works for the Village; and

WHEREAS, the Illinois Department of Labor ("IDOL") issued revised prevailing wage rates for laborers, mechanics and other workers performing the construction of public works for June of this year; and

WHEREAS, in order to provide adequate notice to Village workers and residents, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that it is in the best interests of the Village to adopt IDOL's revised prevailing rate of wages for the construction of public works projects in Cook County and in Will County (the "Determinations"), attached hereto and incorporated herein as Group Exhibit A; and

WHEREAS, if the public works project is being undertaken in Cook County, IDOL's prevailing rate of wages for Cook County shall apply to said project and if the public works project is being undertaken in Will County, IDOL's prevailing rate of wages for Will County shall apply to said project;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct

and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: To the extent and as required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the Village is ascertained to be the same as the prevailing rate of wages for construction work within the Cook County area or the Will County area, as applicable, as determined by IDOL as of June 2010. The definition of any terms appearing in this Ordinance that are also used in the Act shall be the same as in the Act. As required by the Act, any and all revisions of the prevailing rate of wages made by IDOL shall supersede the Village's current Determinations for the construction of public works projects in the Village. Nothing herein shall be construed to apply the general prevailing rate of wages as herein ascertained to any work or employment except public works of the Village to the extent required by the Act. The Village Clerk or a designee of the same is hereby authorized and directed to: (a) publicly post or keep available for inspection by any interested party in the main office of the Village, the Village's Determinations; (b) promptly file a certified copy of this Ordinance and the Village's Determinations in the Springfield office of the Secretary of State and the office of IDOL; and (c) within thirty (30) calendar days after filing with the Secretary of State, publish in a newspaper of general circulation within the Village that the Determinations are effective, publish a notice of the Determinations and promptly mail a copy of the Village's Determinations to any employer, to any association of employers and to any person or association of employees who have filed or who file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and effectuate the intent of this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in

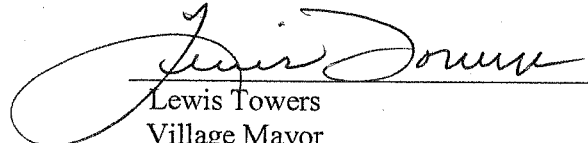
full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

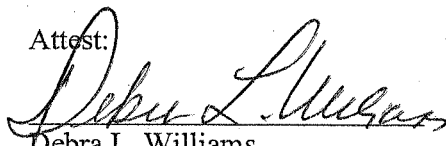
AYES: ANDERSON, BENSON, BURGESS, HANKS, MYERS AND WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 22ND day of JUNE, 2010


Lewis Towers
Village Mayor

Attest:

Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-037, titled:

**AN ORDINANCE ESTABLISHING THE PREVAILING WAGE RATES FOR THE
CONSTRUCTION OF PUBLIC WORKS PROJECTS FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on June 22, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on June 22, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of June, 2010.

**The Honorable Debra Williams
Village Clerk**

GROUP EXHIBIT A

Cook County Prevailing Wage for June 2010

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.520
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	7.650	7.750	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRIC PWR GRNDMAN	ALL			31.080	46.430	1.5	1.5	2.0	7.700	9.680	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			39.850	46.430	1.5	1.5	2.0	9.870	12.40	0.000	0.300
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	11.33	9.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			46.160	51.930	2.0	2.0	2.0	10.03	9.460	2.770	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	11.00	15.99	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			42.770	44.770	1.5	1.5	2.0	7.750	8.690	0.650	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	8.700	14.04	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS	BLD			31.740	35.640	1.5	1.5	1.5	2.600	2.540	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER	BLD			38.550	40.860	1.5	1.5	2.0	9.000	9.690	0.000	0.450
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.000	40.000	1.5	1.5	2.0	7.500	6.020	0.000	0.330
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.580	12.35	0.000	0.610
SIGN HANGER	BLD			28.210	29.060	1.5	1.5	2.0	4.450	2.880	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500

STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON	BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

TRUCK DRIVER	ALL 1	35.650	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER	ALL 2	35.800	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER	ALL 3	36.000	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TRUCK DRIVER	ALL 4	36.200	36.200	1.5	1.5	2.0	6.250	4.275	0.000	0.250
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.630	10.25	0.000	0.770

Legend: M->8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles; epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with

Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted;

Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders.

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-038

AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE
OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 22ND DAY OF JUNE, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 22nd day of June, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-038

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Illinois Fraternal Order of Police Labor Council (the "Labor Council") is the sole and exclusive collective bargaining representative for all telecommunicators employed by the Village (the "Telecommunicators"); and

WHEREAS, the Telecommunicators are members of the Sauk Village Police Department, which is responsible for protecting the rights, welfare and property of Village residents, preventing crime and ensuring the safety of individuals residing in and visiting the Village; and

WHEREAS, there exists a certain agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the wages, hours and other terms and conditions of employment of the Telecommunicators; and

WHEREAS, based on the foregoing, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that it is in the best interests of the Village and its residents to approve the Agreement; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to enter into and approve an agreement with terms substantially the same as the terms of the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve and enter into the Agreement in accordance with its terms, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, in accordance with the direction of the Village Board. The Village Board further authorizes the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

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ANDERSON, BENSON, BURGESS, HANKS, MYERS AND WILLIAMS
AYES: _____

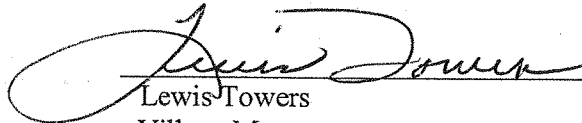
NONE

NAYS: _____

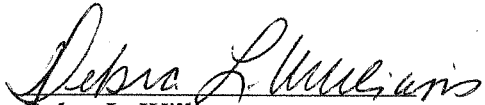
NONE

ABSENT: _____

PASSED AND APPROVED THIS 22nd day of JUNE, 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-038, titled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on June 22, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on June 22, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 22ND day of June, 2010.

The Honorable Debra Williams
Village Clerk

EXHIBIT A

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF SAUK VILLAGE (Telecommunicators)

May 1, 2008 – April 30, 2011

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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AGREEMENT

This Agreement is entered into by and between the Village of Sauk Village, Cook County, Illinois (hereinafter called the "Village" or "Employer"), and the Illinois Fraternal Order of Police Labor Council (hereinafter called the "Council").

BACKGROUND

WHEREAS, the Council has been officially recognized by the Village as the sole and exclusive bargaining agent; and

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the Village and the Council; the establishment of an equitable and just procedure for the resolution of differences; and the establishment of rates of pay, hours of work and all other conditions of employment as provided by statute; and

WHEREAS, it is the intention of this Agreement to provide for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Sauk Village Police Department (hereinafter "Department"), and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

The Employer recognizes the Council as the sole and exclusive bargaining agent for all full-time telecommunicators (hereinafter sometimes called "employees") employed by the Police Department of the Village, excluding all full-time patrol officers, sergeants, Chief of Police and any other management, supervisory and confidential employees as defined by the Illinois Public Labor Relations Act. In accordance with the State of Illinois Labor Relations Board case number S-VR-92-13.

Probationary employees shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspension and discharge, shall not be subject to the grievance and arbitration procedure set forth herein. The probationary period shall be twelve (12) months from date of full-time hire.

ARTICLE II MANAGEMENT RIGHTS

The parties recognize and acknowledge the responsibility of the Employer to operate and direct the affairs of the Employer and its Police Department in each and every various aspect. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of management formerly exercised or exercisable by the Employer shall remain vested exclusively in the Employer. Without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control, and determine the operations or services to be conducted in or at the Police Department or by employees of the Employer, to set standards of service offered to the public, to assign and transfer employees, to hire, promote and demote employees, discipline, suspend or discharge employees for just cause, to relieve employees from duty for lack of work or for other legitimate reason, to determine the hours, schedules and assignments of work, including overtime and compensatory time, to establish and enforce reasonable rules and regulations, and to change methods, equipment or facilities is vested exclusively in the Employer provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement, or with federal, state, local laws or labor laws.

ARTICLE III F.O.P. REPRESENTATION

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 3.1: Attendance at Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that one member of the Board of Directors of the local Council shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials shall be certified in writing to the Employer.

Section 3.2: Grievance Processing

Reasonable time while on duty shall be permitted a Council representative for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 3.3: Annual Conference

Employees chosen as delegates to an F.O.P. Labor Council Annual Meeting will, upon written application approved by the Council and submitted to the Employer, with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Annual Meeting. This period of time is not to exceed one (1) week. Employees chosen shall have the option to utilize any accrued time off options during this period. Any request for more than one (1) employee to take such leave shall be subject to scheduling needs of the Department and every effort will be made to accommodate such request.

Section 3.4: Council Negotiating Team

No more than one Member at a time designated as being on the Council negotiating team who is scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE IV
INDEMNIFICATION**

Section 4.1: Employer Responsibility

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Section 4.2: Legal Representation

Employees shall have the legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 4.3: Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4.4: Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action nor actions or claims.

ARTICLE V BULLETIN BOARDS

The Employer will provide a bulletin board which will be displayed in the radio room and will be used solely for Union purposes.

ARTICLE VI EMPLOYEE SECURITY

In any meeting called by supervisory personnel in which an employee reasonably believes that discipline will result from such meeting, the employee shall be afforded the opportunity to have a representative of his choosing to be present.

ARTICLE VII GENERAL PROVISIONS

Section 7.1: Right of Entry

Authorized representatives of the National or State Council shall be permitted to visit the Department during working hours to talk with members of the Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 7.2: Examination of Records

The Council, or a representative, shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 7.3: Replacement of Personal Property

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, prescription sun glasses, or wristwatch, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor. Value of wristwatch not to exceed fifty dollars (\$50.00).

Section 7.4: Exposure to Disease

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

Section 7.5: Line of Duty Death

The Employer agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty.

Section 7.6: Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee's assets.

Section 7.7: Release of Information

No photograph or personal information about an employee will be disclosed by the Employer to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number. This Section does not prohibit photographs taken at public functions for publicity purposes.

Section 7.8: Testimony

The Employer shall not compel an employee under investigation to speak to, testify before, or be questioned by any civilian review board.

Section 7.9: Employment Security

The Employer agrees not to reduce, lay off, terminate or eliminate positions of employees covered by this Agreement during the term of this Agreement. If the Employer contemplates the elimination of any position covered by employees of the bargaining unit, the Employer shall notify the Council at least ninety (90) days in advance of the termination of this Agreement and negotiate the terms. The Employer's obligations under this Section shall satisfy any and all obligations set forth in Section 15.1: Layoff and Section 32.2: Continuing Effect of this Agreement.

**ARTICLE VIII
NO DISCRIMINATION**

Section 8.1: No Discrimination

Neither the Employer nor the Council shall discriminate against any employee in a manner which would violate any applicable State or Federal discrimination laws.

Section 8.2: Freedom to Join and Fair Representation

Neither the Employer nor the Council shall interfere with the rights of employees to become or refuse to become members of the Council and there shall be no discrimination against any such employee because of lawful Council membership or non-membership activity or status. The Council recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

Section 8.3: Use of Masculine Pronoun

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE IX
NO STRIKE**

The Council, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, picketing, or sympathy strike of any kind, or any action of a similar nature seeking to effect the same result, either singly or in concert. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. The Employer, for its part, will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

**ARTICLE X
DUES DEDUCTION AND FAIR SHARE**

Section 10.1: Dues Deduction

Upon receipt of a written and signed authorization form (referred to in appendix A), from a probationary or non-probationary employee, the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 10.2: Dues

With respect to any employee on whose behalf the Employer receives written authorization (on the form attached as appendix A), the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount of the Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 10.3: Fair Share

Any present employee who is not a member of the Council shall be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement, and who have not made application for membership, shall on or after the thirtieth (30th) day after his date of hire also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer had not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Council has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;
2. The Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Council of his obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;

3. The Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employer and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 10.4: Indemnification

The Council shall indemnify the Village and hold it harmless against any and all claims, demands, or suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Village for the purpose of complying with the provisions of this Article.

ARTICLE XI LABOR-MANAGEMENT CONFERENCES

Section 11.1: Meeting Request

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree the standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 11.2: Exclusive of Meetings

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 11.3: Employee Attendance at Meeting

When absence from work is required to attend "labor-management conferences", Council members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

**ARTICLE XII
GRIEVANCES AND ARBITRATION**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. It is understood that promotion, discharge, or discipline matters are subject to the grievance procedure but any such grievance shall be commenced at step 2. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Section 12.1

Step 1: Supervisor

The employee, with or without a Council representative, may take up a grievance with the employee's immediate supervisor within ten (10) business days (Monday - Friday, excluding holidays) of its occurrence, or circumstances giving rise to a grievance, or when first known, or through reasonable diligence should have been known by the grievant. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) business days after such discussion.

Section 12.2

Step 2: Chief of Police

If not adjusted in step one, the grievance shall be reduced to writing (on the form attached as appendix B) and presented by the grievant to the Chief of Police within ten (10) business days following the receipt of the supervisor's answer in step one. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Council representative within ten (10) business days after receipt of the grievance. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) business days of the meeting.

Section 12.3

Step 3

Chief of Staff

If the grievance is not adjusted in step two, the grievance shall be submitted by the Council to the Chief of Staff within ten (10) business days of the receipt from the Chief of Police his response to the step two procedure. A meeting shall be held at a mutually agreeable time and place within ten (10) business days, with the Chief of Staff (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Chief of Staff, or his designated representative, shall give the Council the Employer's answer within ten (10) business days following their meeting.

Section 12.4

Step 4

Mayor

If the grievance is not adjusted in step three, the grievance shall be submitted to the Mayor by the Council within ten (10) business days of the receipt from the Chief of Staff's response to the step three procedure. A meeting shall be held at a mutually agreeable time and place, within ten (10) business days, with the Mayor (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Council the Employer's answer within ten (10) business days following their meeting.

Section 12.5

Step 5

Arbitration

If the grievance is not settled in step four, the matter shall be referred for arbitration by written request by the Council made within ten (10) business days of the Employer's answer in step four. Arbitration shall proceed in the following manner:

1. The parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service. The arbitrator will be selected by the parties within ten (10) days after receipt of such list. Each party shall have the right to strike an entire panel of arbitrators. The parties shall alternately strike one name from the list until one name remains; the person whose name remains shall

be the arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. The arbitrator shall be notified by a joint letter of selection. The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Council and Village representatives.

2. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest.
3. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of the closing of any hearing.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
5. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or modifies or varies the terms of this Agreement.
6. The cost of the arbitration shall be borne equally by the Council and the Employer.
7. If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Council.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE XIII

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

ARTICLE XIV SENIORITY

Section 14.1: Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire. Employees who were performing part time work, in employment covered by the terms of this Agreement on or after 5/14/91, shall be credited hour for hour towards the employee's full-time seniority status. Seniority shall continue to accrue during any paid leave of absence and during any unpaid leave of absence up to sixty (60) days.

Section 14.2: Vacation Scheduling

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation sign-up sheets shall be posted no later than December 1st of the preceding year for the selection of vacations to be taken during the following calendar year. Vacation requests submitted on or after January 1st, will be granted on a first-come first-serve basis. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel. Vacations must be used in no less than forty (40) hour blocks, however, employees may use vacation in one (1) day increments not to exceed forty (40) hours per year.

Section 14.3: Promotion

Seniority shall be considered in the promotion of employees covered by this Agreement. In considering employees for promotion, seniority shall in competitive testing, be utilized as a tie breaker.

Section 14.4: Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

ARTICLE XV LAY-OFF AND RECALL

Section 15.1: Lay-off

Where there is an impending lay-off with respect to the employees in the bargaining unit, the Employer shall inform the Council in writing no later than thirty (30) days prior to such lay-off. The Employer will provide the Council with the names of all employees to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees shall be laid off first, then employees with the least seniority shall be laid off first in ascending order to the most senior employee. All employees shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-off.

No employee will be hired to perform or be permitted to perform those duties normally performed by a bargaining unit member while any employee is on lay-off status.

Section 15.2: Recall

Employees who are laid off shall be placed on a recall list. If there is a recall, employees 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, with a reasonable amount of 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 the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The employee will be expected to report to work fourteen (14) days after sending such notice of intent. This time period can be mutually extended. 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 recall notice his name shall be removed from the recall list.

ARTICLE XVI LEAVES OF ABSENCE

Section 16.1: Bereavement Leave/Death in Family

If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. However, leave may be extended beyond three (3) days at the discretion of the Village in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three (3) days.

Section 16.2: Definition of Family

A member of the immediate family shall be defined to be any employee's mother, father,

wife, husband, daughter, or son (including step, legal guardian or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. Any relative not included in this Section is specifically excluded.

Section 16.3: Short Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called upon for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 16.4: Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Police Chief and Village Manager.

Section 16.5: Maternity Leave

An employee may utilize available sick leave for those days that the employee is actually unable to work due to pregnancy or any pregnancy related disability. In addition, sufficient unpaid leave of absence (with no loss of seniority rights) shall be granted to cover any period when the employee is unable to work but has exhausted available sick leave. An employee who becomes pregnant shall inform her supervisor of the pregnancy and the dates of expected leave time. The employee may be required to obtain a doctor's certificate to ensure that continued work will not cause a hazard to the employee's health. Upon receipt of a physician's statement, the Employer agrees to transfer the employee to a suitable position to eliminate possible injury to the employee and the unborn child. Return to work shall be within eight (8) weeks after the birth of the child. Upon return to work, the employee will immediately be returned to the position she held at the time she became pregnant.

Section 16.6: Injury Leave

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of the Workmen's Compensation Act IRS Chapter 48. No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

Section 16.7: Jury Duty

Any employee summoned for Jury Duty will receive regular salary wages after returning

the amount granted by the court to the Village.

Section 16.8: Sick Days

Employees covered by this Agreement shall be entitled to twelve (12) paid sick leave days per year, based on one (1) day per month on an earned basis. Unused sick leave days may be accumulated to a total of one hundred twenty (120) days.

Sufficient time must be earned by employees for each sick day or part thereof in order for the time taken off to be recognized as sick time. If the Chief in his discretion determines that there is a past pattern or practice of an employee taking sick days when the employee may not have been ill, the Chief may require verification of illness as he deems necessary to justify compensation for these and future sick days. Sick time may also be utilized for an immediate family member illness on a case-by-case basis with the approval of the Chief of Police.

Employees will be compensated for time missed due to service related on-the-job injuries with no loss of sick days.

Section 16.9: Buy Back

Employees, at the time of separation from the Employer, shall be paid for one-half (½) of all unused, accumulated sick leave days, subject to the following conditions:

- A. The employee must have completed at least twenty-five (25) years of consecutive full-time employment with the Employer and must be at least fifty (50) years of age or older; or
- B. The employee must have completed at least twenty (20) years of consecutive full-time employment with the Employer and must be at least fifty-five (55) years of age or older; and
- C. An employee who is terminated at the time of separation shall not receive any payment pursuant to this Section.

Payment will be made in a lump sum at the employee's then current rate of pay.

Section 16.10: Family and Medical Leave

Employees are covered by the "Family and Medical Leave Act of 1993" (FMLA).

Employees eligible for FMLA leave are entitled to a total of twelve (12) workweeks of unpaid leave within a 12-month period. The twelve (12) weeks of leave can be taken in one (1) continuous 12-week period, or intermittently. To be eligible for these benefits, an employee must meet the following requirements:

The employee must have worked for the Employer for a total of at least twelve (12) months.

The twelve (12) months need not be consecutive; and

The employee must have worked for the Employer a total of at least 1,250 hours during the previous twelve (12) month period.

Prior to taking any leave employees may use any accrued time off options. FMLA leave is permitted for the following purposes:

Birth Leave: the birth and care of a child, provided that leave entitlement expires at the end of the twelve (12) month period commencing with birth;

Adoption of a Child: if absence from work is required for the placement for adoption or foster care to proceed;

Family Medical Leave: to care for a spouse, child or parent with a serious health condition;

Personal Medical Leave: when an employee is unable to work because of his own serious health condition.

Employees seeking to use FMLA leave must provide the Village with thirty (30) days' advanced written notice of the need to take FMLA leave, when such need is foreseeable, where practicable or possible, and medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. During the course of the leave, the employee must provide the Employer with periodic reports regarding the employee's status and intent to return to work. The Employer may require second or third medical opinions and periodic re-certification at the Employer's expense.

Section 16.11: Other Leaves Without Pay

Employees may request a leave of absence without pay for purposes other than those provided for elsewhere in this Agreement. Requests for such other leaves without pay may be granted at the sole discretion of the Employer.

ARTICLE XVII OVERTIME/COMPENSATION TIME

Section 17.1: Overtime

Overtime, paid at a rate of one and one-half times an employee's base rate of pay, shall be paid for all hours worked in excess of eight (8) consecutive hours in a day or forty (40) hours per week.

For the purposes of determining eligibility for overtime, all compensated hours shall be considered "hours worked". Employees shall receive, when practicable, a paid thirty (30) minute lunch and two (2) fifteen (15) minute breaks in the work day. Overtime shall be paid in fifteen (15) minute increments.

At the employee's option, the employee may be credited with compensatory time at the overtime rate in lieu of paid overtime. Employees will not be required to remain on standby status when compensatory time is approved. Compensatory time shall not be canceled except in emergencies. Compensatory time shall not be unreasonably denied as long as minimum manpower requirements are met.

Compensatory time may not accumulate in excess of 100 hours. All compensatory time in excess of this amount will be paid as overtime.

Section 17.2: Hours of Work and Scheduling

The Employer shall post work schedules showing the shifts, work days and work hours to which bargaining unit members are assigned at least twenty-eight (28) days in advance. Employees will be afforded at least 72 hours notice of any changes in the work day, work week or work cycle. The Village will not make more than two (2) changes to an employee's schedule per work cycle (exclusive of voluntary trades), except in emergencies. A work cycle is defined as the twenty-eight (28) day schedule period.

Except as provided elsewhere in this Agreement, an employee's normal work day shall consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall be interrupted by a thirty (30) minute paid lunch break and two (2) fifteen (15) minute coffee breaks. Failure to secure said breaks as a result of work load shall not indicate payment of overtime.

An employee who will be absent due to illness, injury, etc., for more than two (2) consecutive days shall notify the Chief of Police, or his designee, as soon as practicable or no less than twenty-four (24) hours of having the knowledge of such absence.

Section 17.3: Court Pay

An employee who is required by the Village to be in court while off duty shall receive a

minimum of three hours compensation, or his actual time worked, whichever is greater, at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay, or one and one-half (1-1/2) compensatory time earned at the employee's option.

Section 17.4: Call Back Pay

An employee called back to work while off duty shall receive a minimum of two (2) hours compensation, or his actual time worked, whichever is greater, at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay, or one and one-half (1-1/2) hours compensatory time earned at the employee's option. Should a telecommunicator be required to report to duty more than fifteen (15) minutes early for his/her shift, the telecommunicator will be eligible for the two (2) hour minimum compensation. Should a telecommunicator be required to report to duty less than fifteen (15) minutes early, the telecommunicator shall be paid thirty (30) minutes of compensation.

Section 17.5: Overtime Assignment

The Employer shall have the right to require overtime work. When the occasion for overtime arises as the result of a replacement of a bargaining unit member, overtime will be scheduled on a voluntary basis, offered to all full-time bargaining unit employees on a seniority basis. When an overtime opportunity occurs with less than ten (10) hours notice to the Employer, it shall be offered to the employees who are currently working on a seniority basis. If the overtime is not filled it shall be offered to employees who are scheduled the day off (on a seniority basis) for the day the overtime occurs. If the shift remains unfilled an employee (on reverse seniority) working, shall be ordered to stay and the employee scheduled to relieve that shift be ordered in early to fill the shift. All overtime assignments shall be offered in four (4) or eight (8) hour blocks. The Employer shall offer the assignment to the full-time bargaining unit members. In any event, no employee shall be required to work more than twelve (12) consecutive hours.

**ARTICLE XVIII
HOLIDAYS**

Section 18.1: Holiday List

The following days shall be recognized and observed as paid holidays:

- | | |
|-------------------|---------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Friday after Thanksgiving |
| Christmas Eve | Christmas Day |
| Employee Birthday | |

Section 18.2: Holiday Compensation

Employees covered by this Agreement when their regularly scheduled day off falls on the

actual day of a holiday, shall be paid a regular day's pay.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive one and one-half (1-1/2) day's pay above base pay. When an employee is called in from his regular day off on the actual day of a holiday the employee shall be paid at overtime rate, for all hours worked in addition to Holiday pay.

Section 18.3: Payment for Holidays

Each employee will receive the holiday compensation on their next regular paycheck following the holiday, or at the option of the Employee, each Employee will receive the straight time holiday compensation in one pay check. The election shall be made by December 31st of the preceding calendar year for the following calendar year's holidays. This pay check to be issued the last business day of November of each year. The thirteen (13) day premium pay for those telecommunicators or records clerks who actually work the Holiday will be included in the pay check issued for that pay period in which the holiday occurs.

Section 18.4: Special Holiday Recognition

In the event that the Mayor releases all other Village employees from work due to a Village holiday or other special commemoration, other than the holidays specified in the Village Employee Manual, all employees scheduled for duty and working on that day shall receive compensatory time equal to the number of hours the other Village employee who were released from work.

Section 18.5: Personal Days

Each employee shall be entitled to take sixteen (16) hours off per fiscal year with pay for personal business reasons provided that sufficient notice is given by the employee to the Chief of Police to permit arrangement of replacement. Personal days must be taken in the year in which they are given and cannot be accumulated from year to year, nor is an employee entitled to compensation for any personal days that have not been utilized at the end of each year or at the termination of employment. During the first year of service, personal days accumulated will be pro-rated.

**ARTICLE XIX
VACATION**

All employees shall accrue vacation time at the following rates per month:

SERVICE TIME	VACATION ACCRUAL
0 through 12 months	No vacation accrual during the first 11 months. 80 hours credited upon completion of the 12th month.
13th through 60 month	6.67 hours per month
61st through 120th month	10.00 hours per month
121st through 240th month	13.33 hours per month
240th and following months	16.66 hours per month

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation accrual shall continue during vacation, recognized holidays, used sick leave, time off due to occupational disability, and any other paid leave, or unpaid leave up to sixty (60) days.

The maximum number of vacation hours which may be accrued by an employee is an amount equal to one and one-half (1-1/2) times the number of vacation hours earned in one year. Vacation hours accumulated in excess of this amount will be lost. Upon termination of employment, an employee shall be paid for all unused vacation hours accrued as of the date of termination, subject to the preceding limit on total accumulation of vacation hours. Such payment for vacation time shall be made at the employee's current rate of pay.

Vacation shall be scheduled by seniority and in accordance with employee preference to the extent consistent with the operating requirements of the department, all as determined by the Chief of Police. The Chief of Police shall have the right to cancel or reschedule any employee's scheduled vacation time in the event of an emergency.

Vacation cancellation requests, by an employee, shall be in writing, and delivered to the Chief of Police no later than two (2) calendar weeks prior to the commencement of the proposed vacation.

ARTICLE XX
HEALTH AND LIFE INSURANCE

Section 20.1: Life Insurance

The Employer agrees to provide for each covered employee a life insurance policy in the face amount of twenty-five thousand dollars (\$25,000), full premiums for which will be paid by the Employer. Said policy of insurance shall contain accidental death and dismemberment and double indemnity benefits. Employees shall have the right to designate and change beneficiaries thereof. Employees shall have the option to purchase additional life insurance from and through the agent and carrier from whom the Employer purchases employee life insurance. Premiums for this additional life insurance shall be paid by the employee through payroll deduction, and shall be established by the insurer.

Section 20.2: Hospitalization and Dental Insurance

- A. Employee Coverage The Employer agrees to provide, without cost to employees except as hereinafter provided, a policy of hospitalization insurance in accordance with insurance coverage provided by the Employer for other municipal employees. Said policy of insurance shall be for the benefit of the employee and dependents. Any increase in premium for the employee during the term of this Agreement shall be paid by the Employer.
- B. Dependent Coverage In addition, the Employer agrees to provide dependent hospitalization insurance to employees. Employees shall have thirty percent (30%) of the difference between single and dependent coverage deducted from the employee's bi-weekly earnings.

The Employer agrees to provide, without cost for each covered employee, a policy of dental insurance in accordance with insurance coverage provided by the Employer for other municipal employees. Said dental insurance shall be for the benefit of the employee only. If the employee wishes, he or she may purchase dependent coverage under this policy by separate contract with the insurance carrier. The cost of all dependent dental coverage shall be paid by the Employee.

Section 20.3: 125 Plan

The Employer shall implement an agreed upon 125 tax deferred plan prior to 5/1/95 allowing insurance co-payments and optional medical and well child care deductions.

Section 20.4: Retirees Insurance

Continuation of Life, Hospitalization and Dental Insurance: Each Bargaining Unit Member shall be entitled to the following continuing benefits upon becoming a "Qualified Former Employee" as is herein defined:

The Village shall extend to each Qualified Former Bargaining Unit Member the same hospitalization, life and dental insurance coverage that is currently in place at the time of retirement. For any employee who is a member of the bargaining unit as of May 14, 1991, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the bargaining unit member becomes eligible for Medicare benefits, in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>EMPLOYER CONTRIBUTION</u>
10 Years	50%
15 Years	75%
20 Years	100%

For any employee who is a member of the bargaining unit after May 14, 1991, the Village shall pay the monthly premium for said insurance coverage on a pro-rated basis until the bargaining unit member becomes eligible for Medicare benefits, in accordance with the following schedule:

Length of Service	Premium Paid by Village
20 years to 25 years	50%
25 years to 30 years	75%
30 years to more	100%

If a Qualified Former Bargaining Unit Member elects to continue dependent insurance coverage, he/she shall pay the full cost of said dependent coverage. At no time shall the Village be required to provide such insurance coverage if the employee becomes eligible for coverage by another employer.

The portion of the premiums required to be paid by the Qualified Bargaining Unit Member shall be paid in a manner prescribed by the Village.

In the event the Village is unable to include a Qualified Former Bargaining Unit Member in its hospitalization, life and dental plan, the Village shall in lieu of making the monthly premium payment, provided for herein, pay directly to the Qualified Former Bargaining Unit Member an amount equal to the monthly premium payment being paid for a covered employee without dependent coverage.

A "Qualified Former Bargaining Unit Member" is a retired bargaining unit member in a Village pension plan who has reached the age of 55, and who has worked for the Village of Sauk Village for 10 years, and is voluntarily leaving the employ of the Village; and a disabled bargaining unit member who has been certified as being disabled (either temporarily or permanently).

Section 20.5: Insurance Renewal

Should the Village wish to change health insurance policies at any time during the duration of this Agreement, the Village may do so as long as the policy coverage remains substantially the same under the current Blue Cross/Blue Shield policy and the individual deductible does not exceed two hundred fifty dollars (\$250.00) per year, the officer visit co-pay does not exceed twenty dollars (\$20.00) per visit and the prescription or drug co-pays do not exceed fifteen dollars (\$15.00), thirty dollars (\$30.00) and fifty dollars (\$50.00).

ARTICLE XXI UNIFORM AND EQUIPMENT ALLOWANCE

Each employee covered by this Agreement shall receive \$375.00, effective May 1, 2008: \$400.00, effective May 1, 2009: \$425.00 and effective May 1, 2010 \$450.00 yearly as uniform allowance. For initial issue (first year) uniform allowance, and all unused allowance may be carried over from year to year. These yearly allowances are to be paid by the Employer on a voucher system. All uniforms purchased in accordance with this Section remain the property of the Employer and all such items of uniform are to be turned in by the employee at the termination of employment. Employees may purchase uniforms and equipment at the store of their choice, provided the Chief approves the store in advance.

ARTICLE XXII MAINTENANCE OF STANDARDS

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

**ARTICLE XXIII
WAGES**

Section 23.1: Base Wages

Employees shall receive a yearly base wage pursuant to the below wage schedule. Amounts reflected are retroactive for all compensated hours.

	<u>Current</u>	<u>5/01/08</u>	<u>5/01/09</u>	<u>5/01/10</u>
		3%	3%	3%
Start	\$14.34	\$14.77	\$15.21	\$15.67
Completion of 1 year	\$14.72	\$15.16	\$15.61	\$16.08
Completion of 2 years	\$15.12	\$15.57	\$16.04	\$16.52
Completion of 3 years	\$15.84	\$16.32	\$16.81	\$17.31
Completion of 4 years	\$16.56	\$17.06	\$17.57	\$18.10
Completion of 5 years	\$17.34	\$17.86	\$18.40	\$18.95
Completion of 6 years	\$18.09	\$18.63	\$19.19	\$19.77
Completion of 7 years	\$19.04	\$19.61	\$20.20	\$20.81

Section 23.2: Records Clerk Adjustment

One (1) bargaining unit member shall be assigned to the duties of records clerk. The employee assigned as records clerk shall have six hundred fifty dollars (\$650.00) added to the base wage.

Section 23.3: Longevity

Employees who have been employed with the Village of Sauk Village Police Department for more than twenty (20) years and have attained the top wage rate as set forth in Section 23.1 of this Agreement (Completion of 7 years as a full-time telecommunicator) shall receive a longevity rate of pay of an additional two percent (2%) pay over their base salary.

Section 23.4: Communications Training Officer (C.T.O.)

Effective May 1, 2010, in addition to their regular wage rate as set forth in Section 23.1 of this Agreement, employees who are assigned to perform Communications Training Officer (C.T.O.) duties shall receive an additional one dollar (\$1.00) for each hour the employee actually performs such training duties.

**ARTICLE XXIV
USE OF PERSONAL VEHICLE FOR OFFICIAL BUSINESS**

Employees required by the Village to use their personal vehicle for official business shall be compensated at the current IRS per mile rate, reimbursed for such use on a monthly basis.

**ARTICLE XXV
SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE XXVI
EMPLOYEE TESTING**

Section 26.1: Statement of Policy

It is the policy of the Village of Sauk Village that the public has the reasonable right to expect persons employed by the Village of Sauk Village to be free from the effects of drugs and alcohol. The Village of Sauk Village, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established right of the employee.

Section 26.2: Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at anytime during the day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles, and the employee's personal vehicle while engaged in Village business;

- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 26.3: Drug and Alcohol Testing Permitted

Where the Village of Sauk Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village of Sauk Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement and policy. There shall be no random testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the Village of Sauk Village to conduct tests as it may deem appropriate for persons seeking employment with the Village prior to their date of hire.

Section 26.4: Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this policy, the Village of Sauk Village shall provide the employee with a notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with legal counsel at the time the order is given. No questioning of the employee shall be conducted without first affording the right to legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

Section 26.5: Tests to be Conducted

In conducting the testing authorized by this policy, the Village of Sauk Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test

result. No employee covered by this policy shall be permitted at any time to become a part of such chain of custody;

- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if required by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village of Sauk Village (Chief of Staff) within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village of Sauk Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village of Sauk Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village of Sauk Village will not use such information in any manner of forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Village of Sauk Village from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Village of Sauk Village shall bear the burden of proof in such cases);

- (j) provide each employee tested with a copy of all information and reports received by the Village of Sauk Village in connection with the testing and the results.
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 26.6: Right to Contest

The employee, with or without legal counsel, shall have the right to file a grievance concerning any testing permitted by this policy, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this policy. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion.

Section 26.7: Voluntary Requests for Assistance

The Village of Sauk Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village of Sauk Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village of Sauk Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village of Sauk Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 26.8: Discipline

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who seek voluntary assistance with drug or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village of Sauk Village. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;

- (b) the employee discontinues his/her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of pending to twelve months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall be construed as an obligation on the part of the Village of Sauk Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Village employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXVII EDUCATIONAL ADVANCEMENT

Section 27.1: Education and Training

Permanent, full-time employees may request compensation for the cost of college level work, seminars and conferences relevant to their role in the organization. Such requests must be made in writing to the Department Head fifteen (15) calendar days prior to the employee's enrollment or participation. Requests will be reviewed, approved or denied (of which shall be in writing to the employee seven (7) calendar days prior to the employee's enrollment or participation) by a committee consisting of the Department Head, Chief of Staff and Mayor. Such approval shall not be unreasonably denied. One hundred percent (100%) reimbursement for college level course work will be made only if the employee receives a grade of "C" or better.

Section 27.2: Minimum Training Standards

The Village shall allow each employee of the bargaining unit a minimum of eight (8) hours of state certified, job-related training each year, when such training is reasonably available to the Village.

**ARTICLE XXVIII
OUTSIDE EMPLOYMENT**

Any employee accepting and performing duties of employment from any Employer, within our outside the boundary limits of the Village of Sauk Village will be considered as working outside employment.

1. Outside employment will be limited to a maximum of twenty (20) hours per week, unless approved by the Chief of Police.
2. The Village of Sauk Village uniform will not be worn while performing outside employment.

**ARTICLE XXIX
MATRON DUTY**

Matron duty assignments shall be in accordance with Section 17.5 of this Agreement. The Employer, and the employees performing matron duties, shall be bound by the following conditions:

- A. Employees shall not be required to handle or transport any prisoner(s) without the assistance of a police officer;
- B. Employees shall be fully trained in search techniques;
- C. Employees shall be trained in self defense;
- D. Adequate space or room shall be provided to perform searches;
- E. Employees shall be monitored audibly and have a police officer immediately available to protect the health and safety of the employee.

**ARTICLE XXX
RESIDENCY**

Employees shall not be required to live within the Village of Sauk Village to be eligible for employment in the Village.

**ARTICLE XXXI
COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right an opportunity are set forth in this Agreement.

**ARTICLE XXXII
DURATION**

Section 32.1: Term of Agreement

This Agreement shall be effective from May 1, 2008 and shall remain in full force and effect until April 30, 2011. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.



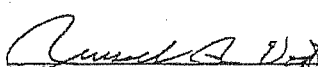
Section 32.2: Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations of Resolution of Impasse Procedure are continuing for a new agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
____ day of _____, 2010.

FOR THE EMPLOYER

FOR THE FOP LABOR COUNCIL

 6-4-10
 6-5-10
 6-8-10

APPENDIX "A"

Dues Authorization Form

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-039

AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH
ROBINSON ENGINEERING, LTD FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13th DAY OF JULY. 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
This 13th day of July, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-039

**AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH
ROBINSON ENGINEERING, LTD. FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to ensuring that the Village's water supply is kept safe and free of contaminants; and

WHEREAS, in connection with the foregoing, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to make improvements to its water infrastructure; and

WHEREAS, the Illinois Environmental Protection Agency administers the Public Water Supply Loan Program (the "Program"), which is a State Revolving Fund loan program that provides low interest loans to units of local government for the construction of community water supply facilities; and

WHEREAS, the Corporate Authorities recognize the need for a third party to provide services related to the Village's participation in the Program (the "Services"); and

WHEREAS, Robinson Engineering, Ltd. ("Robinson") provided the Village with an agreement (the "Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Robinson will provide the Services to the Village; and

WHEREAS, based on the foregoing, the Corporate Authorities determined that it was necessary for the health, safety and welfare of its residents and in the best interests of the Village to execute the Agreement; and

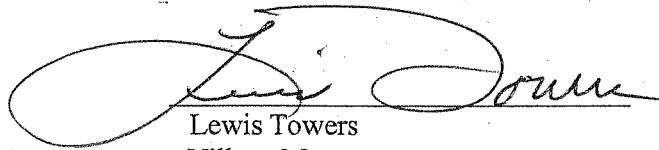
WHEREAS, the Corporate Authorities have decided that it is necessary, advisable and in the best interests of the Village and its residents to ratify the execution of the Agreement and any steps taken to effectuate the same;

AYES: ANDERSON, BENSON, BURGESS, HANKS , MYERS AND WILLIAMS

NAYS: NONE

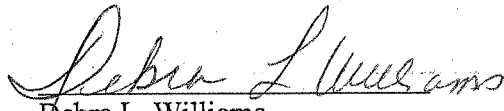
ABSENT: NONE

PASSED AND APPROVED THIS 13th day of July, 2010



Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk



James M. Czarnik, P.E.
Direct Line: (815) 412-2716
Email: jczarnik@reltd.com

June 25, 2010

Village of Sauk Village
21801 Torrence Ave.
Sauk Village, IL 60411
Attn: Mayor Lewis Towers

RE: IEPA Loan Application Proposal

Dear Mayor Towers:

As directed, Robinson Engineering, Ltd. (REL) is pleased to present our proposal to initiate the loan application process with the Illinois Environmental Protection Agency (IEPA) for State Revolving Funds (SRF) for the Village of Sauk Village. The loan application would concern the water treatment system improvements at Well 3 required to remove vinyl chloride from the water delivered to the public water supply.

REL contacted Mr. Geoff Andres, Manager of the IEPA's Infrastructure Financial Assistance Section, to determine what Sauk Village needs to submit at this time for the IEPA's consideration of a loan. Mr. Andres informed us that a Pre-application is required, but more importantly a Project Plan needs to be submitted as soon as possible. The IEPA establishes a priority ranking system that sets the order of when projects will receive funding. The earlier that a Project Plan is received, the more likely the project will receive funding. Mr. Andres stated that although the deadline for Sauk Village to submit a Pre-application and Project Plan has been extended due to the Village's contamination problems and the Attorney General's pending litigation, Sauk Village's ranking will suffer due to the late submittal of these documents. Therefore, it is critical that the Pre-application and Project Plan are submitted as soon as possible. However, because the Attorney General has significant interest to get Sauk Village back into compliance, this will boost the Village's priority ranking and enhance the Village's likelihood of receiving funding.

Based on the above direction by the IEPA, our understanding of the scope of services involved with initiating the loan application process is detailed below.

Scope of Services

The initiation of the loan application process will involve the preparation of the following documents in accordance with IEPA Public Water Supply Loan Program requirements:

- A. Pre-Application
- B. Project Plan, including:
 - 1) Background Information
 - a. Location
 - b. Population
 - c. Current Service Area
 - d. Future Service Area
 - 2) Water Usage

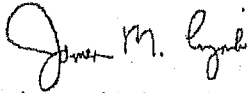
10045 W. Lincoln Highway • Frankfort, IL 60423-1272 • (815) 806-0300 • Fax (815) 806-0301 • www.reltd.com

BOURBONNAIS, IL FRANKFORT, IL MINOOKA, IL OTTAWA, IL SOUTH HOLLAND, IL MERRILLVILLE, IN

Thank you for the opportunity to present this proposal.

Very truly yours,

ROBINSON ENGINEERING, LTD.



James M. Czarnik, P.E.

Village Engineer

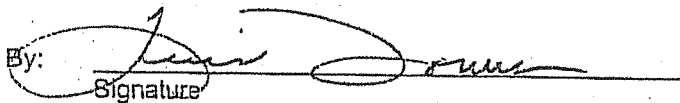
JMC/pc

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Encl.

xc: Ms. Gloria Gibson, Finance Director

Accepted this 28 day of June, 2010.

By: 
Signature

Lewis Towers, Mayor
Printed Name, Title

Village of Sauk Village
Municipality

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No.10-039, titled:

**AN ORDINANCE RATIFYING THE EXECUTION OF AN AGREEMENT WITH
ROBINSON ENGINEERING, LTD FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on July 13, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on July 13, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of July, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-040

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(PUBLIC COMMENT)
ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 13th DAY OF JULY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
This 13th day of July, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-040

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to promoting the people's right to be informed about the conduct of Village business and wish to allow residents to participate in meetings of the Corporate Authorities ("Board Meetings"); and

WHEREAS, Section 30.37 of the Sauk Village Municipal Code (the "Village Code") currently sets forth the procedure by which members of the public may address the Corporate Authorities during Board Meetings; and

WHEREAS, among the purposes of Board Meetings is conducting Village business, which includes, without limitation, reviewing proposed agreements, personnel matters and addressing matters of on-going concern in the community; and

WHEREAS, the Corporate Authorities wish to balance the desire of residents to participate in Board Meetings through public comment with the necessity of conducting the Village's business in an orderly and efficient manner; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to clarify certain provisions of the Village Code regarding public comment at Board Meetings; and

WHEREAS, based on the foregoing findings, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to amend certain provisions of Chapter 30 of the Village Code as set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: That Chapter 30, Section 30.37 of the Village Code is hereby amended, notwithstanding any provision, ordinance, resolution or Village Code section to the contrary, as follows:

Sec. 30.37. Public addressing board.

Except as provided in ~~s~~Section 30.21, no person who is not a member of the ~~e~~Corporate ~~a~~Authorities, except ~~v~~Village officers, shall address the ~~b~~Board without the unanimous consent of the members present, and then only once on the same subject without further consent.

A member of the public who has obtained the floor pursuant to Section 30.21 at a regular meeting, as defined by Section 30.04, shall be entitled to hold the floor to provide comment and/or ask one question and thereafter must yield the floor to other members of the public indicating an intention to address the Corporate Authorities. This Section shall not be construed to limit the number of times that a member of the public may obtain the floor pursuant to Section 30.21 during a regular meeting.

Nothing provided in this Code shall be construed to limit the authority of the Corporate Authorities to further restrict the procedure, by motion or otherwise, through which the public may address the Corporate Authorities at a regular meeting, provided however, that all such action shall be in conformity with applicable law.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the intent of this Ordinance and shall take all action necessary in conformity therewith.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this

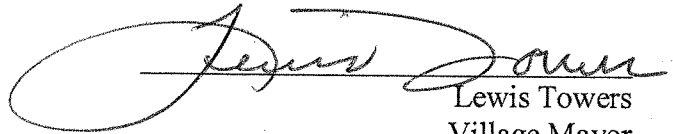
Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: BURGESS, HANKS, MYERS AND WILLIAMS

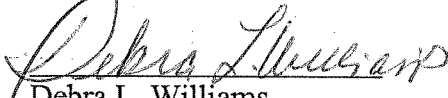
NAYS: ANDERSON AND BENSON

ABSENT: NONE

PASSED AND APPROVED THIS 13th day of July, 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No.10-040, titled:

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on July 13, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on July 13, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 13th day of July, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-041

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS
(ELIMINATE COS POSITION)
ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 29th DAY OF JULY, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
This 29th day of July, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-041

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE
MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, previously, the Village adopted the Strong Mayor Form of Municipal Government (the "Strong Mayor Form"); and

WHEREAS, currently, the Sauk Village Municipal Code (the "Village Code") sets forth the position and duties of the Chief of Staff for the Village ("Chief of Staff"); and

WHEREAS, pursuant to Section 6-4-8 of the Illinois Municipal Code (65 ILCS 5/6-4-8), in municipalities operating under the Strong Mayor Form, there shall be such departments of the municipal government as the Village Board of Trustees (the "Village Board") may prescribe by ordinance; and

WHEREAS, Section 10-4-1 of the Illinois Municipal Code (65 ILCS 5/10-4-1) provides the corporate authorities with the power to provide by ordinance the relationship between a municipality and its officers and employees; and

WHEREAS, the individual appointed to the position of Chief of Staff is considered an employee of the Village; and

WHEREAS, the Village Board and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have determined that in the current economic climate, it is necessary and in the best interests of the Village and its residents to consolidate certain non-union departments and positions within the Village; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interests of the Village and its residents to eliminate the position of Chief of Staff and assign the duties of said position to other non-union employees of the Village; and

~~The Chief of Staff shall receive such compensation as determined, from time to time, either by appropriation or by contractual agreement with the Village.~~

Sec. 31.58. ReservedRemoval from office; resignation.

- ~~(A) A majority of the members of the Board of Trustees shall have the power to remove the Chief of Staff.~~
- ~~(B) The Mayor may remove the Chief of Staff at any time with the advice and consent of the Board of Trustees.~~
- ~~(C) The Chief of Staff may resign upon thirty (30) calendar days prior written notice to the Village Clerk, but shall receive no severance pay in the event of resignation.~~

Sec. 31.59. ReservedDesignation of acting Chief of Staff.

~~During the absence or disability, for any reason, of the Chief of Staff, the Mayor may designate a properly qualified person to perform the duties of the position of the Chief of Staff.~~

Sec. 31.60. ReservedPowers and duties.

- ~~(A) The Chief of Staff shall be the chief administrative officer of the Village. He or she shall be responsible to the Mayor and the Board of Trustees for the proper administration of all affairs, departments and offices of the Village. The Chief of Staff shall have the power and be required to:
 - ~~(1) Recommend to the Mayor the appointment of full time department heads, full time appointed officers of such departments, the Village Prosecutor, the Village Engineer and the Village Attorney, all of whom are required by law to be appointed by the Mayor by and with the consent of the Board of Trustees as well as all other consultants whose retention is deemed in the best interest of the Village. The Chief of Staff shall further recommend the removal or suspension of any such officers when such removal or suspension shall be in the best interests of the Village. All such recommendations for appointments or removals shall be based upon merit and upon the qualifications or disqualifications of such officer.~~
 - ~~(2) Act as business manager for the Village under the direction of the Mayor and the Board of Trustees. The Chief of Staff shall coordinate and supervise administrative work, including: accounting practices; securing annual audits by authorized certified public accountants; coordinating the payment of approved salaries, wages and bills; preparing and using authorized forms; preparing the budget and tax levy ordinance and scheduling the hearings relating thereto; reviewing fidelity bonds and insurance; preparing and releasing articles and information to keep the public informed~~~~

~~executive session by a vote of a majority of the Corporate Authorities attending the meeting.~~

~~(13) Supply such information and recommend such measures to the Mayor and the Board of Trustees as may be deemed advantageous to the Village.~~

~~(14) Meet the public on behalf of the Mayor and the Board of Trustees, receive suggestions; hear and investigate complaints in relation to all matters concerning the administration of the government of the Village and in regard to services rendered by the Village, and see that all franchises, permits and privileges granted by the Village are faithfully observed.~~

~~(15) Inform succeeding Mayors and members of the Board of Trustees about the general principals of administrative programs and policies of previous administrations so that a continuity of programs and policies may be possible.~~

~~(16) Perform such other duties, consistent with the Village Charter, the ordinances of the Village and the laws of the state, as the Mayor and the Board of Trustees may direct or delegate from time to time.~~

~~(B) The Chief of Staff will assure that all actions that require approval of the Board of Trustees will first be referred to the appropriate committee of the Board of Trustees for its recommendation. The committee chairmen, upon the request of the Chief of Staff, may waive this requirement during emergency circumstances. From time to time, the Chief of Staff and department heads will be required to provide status reports and general information to the several committees of the Board of Trustees.~~

Sec. 31.61. ReservedConflict of interest prohibited.

~~The Chief of Staff shall not be interested directly or indirectly in any contract, work or business of the Village, or in the sale of any article to the Village, or in the purchase of any property belonging to the Village, or sold for taxes or assessments, or sold by virtue of legal process at the suit of the Village.~~

Sec. 31.62. ReservedBond.

~~The Chief of Staff shall furnish a surety bond in such sum and form as approved by the Board of Trustees, and the bond shall be conditioned on the faithful performance of the Chief of Staff's duties. The premium of the bond shall be paid by the Village.~~

SECTION 3: The Village Board hereby authorizes and directs the President or his designee to take all action necessary or reasonably required to ensure that the duties

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No.10-041, titled:

AN ORDINANCE APPROVING AN AMENDMENT TO THE SAUK VILLAGE MUNICIPAL CODE FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on July 29, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on July 29, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 29th day of July, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-042

AN ORDINANCE APPROVING A PROPOSAL WITH MOPHEADS JANITORIAL
FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 10TH DAY OF AUGUST, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
This 10th day of August, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 42

**AN ORDINANCE APPROVING A PROPOSAL WITH MOP HEADS
JANITORIAL FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to keeping Village buildings clean; and

WHEREAS, in order to ensure that Village buildings are kept clean and sanitary, the Village recognized the need for a third party to provide cleaning services to the Village (the "Services"); and

WHEREAS, Mop Heads Janitorial ("Mop Heads") has been providing the Services to the Village and has recently provided the Corporate Authorities with a proposal (the "Proposal"), attached hereto and incorporated herein as Exhibit A, which sets forth the terms and conditions under which Mop Heads will continue to provide the Services to the Village; and

WHEREAS, the Corporate Authorities find that it is necessary for the health, safety and welfare of its residents and in the best interests of the Village to approve the Proposal and to ratify any steps taken or payments made to ensure that the Services are provided to the Village; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth

Memorandum

To: Gloria Gibson
From: Cheryl Schultz
Date: 7/29/2010
Re: Cleaning Service

Effective August 1, 2010 Mop Heads will be providing cleaning service to the Village of Sauk Village 3 days a week per the agreement with the Corporate Authorities. The terms are outlined below:

- All buildings will be required to remove garbage on the days the cleaning service is not being utilized. Garbage also will be removed after all events that take place in the buildings.
- In the event the cleaning service is called out to clean a building for a scheduled or non scheduled event there will be a minimum fee of \$100.00 depending on the condition of the facility.

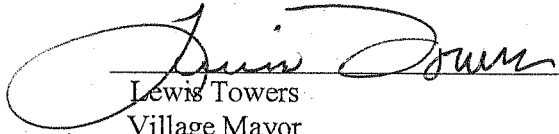
If additional information is needed please feel free to contact me.

AYES: TRUSTEES ANDERSON, BENSON, BURGESS, HANKS, MYERS AND WILLIAMS

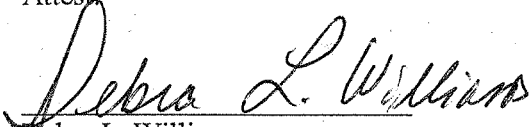
NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 10th day of August, 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No.10-042, titled:

AN ORDINANCE APPROVING A PROPOSAL WITH MOPHEADS JANITORIAL FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on August 10, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on August 10, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 10th day of August, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-043

AN ORDINANCE AUTHORIZING THE VILLAGE OF SAUK VILLAGE TO
PARTICIPATE IN THE ILLINOIS LINCOLN HIGHWAY COALITION'S
INTERPRETIVE MURAL PROJECT FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 10TH DAY OF AUGUST, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
This 10th day of August, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10- 43

**AN ORDINANCE AUTHORIZING THE VILLAGE OF SAUK VILLAGE TO
PARTICIPATE IN THE ILLINOIS LINCOLN HIGHWAY COALITION'S
INTERPRETIVE MURAL PROJECT FOR THE VILLAGE OF SAUK VILLAGE,
ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to the revitalization of the Village; and

WHEREAS, the Sauk Village Beautification Committee (the "Beautification Committee") is responsible for helping to revitalize the Village; and

WHEREAS, the Illinois Lincoln Highway Coalition (the "ILHC") was the recipient of grant funds to be used in connection with the Interpretive Mural Project (the "Project"); and

WHEREAS, the Project consists of working with municipalities to create murals along portions of Lincoln Highway; and

WHEREAS, a portion of Lincoln Highway runs within the corporate limits of the Village; and

WHEREAS, the total cost of each mural will be paid for by the ILHC; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Village and its residents to authorize the Beautification Committee to take all steps and complete all documents necessary to ensure the Village's participation in the Project; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and

ILLINOIS LINCOLN HIGHWAY COALITION COMMITTEE PUNCHLIST OF ITEMS NEEDED

1. Digital photos of the potential wall locations. Photo to be taken about 50 yards away - if possible - while using zoom to capture outline of building (if possible). The use of the zoom helps take some of the distortion out of digital photos.
2. Measure something on building (ie. Window, door frame - length or height of wall, etc.) about 7 to 10 feet in length or height so vendor can size up the design.
3. Please note any protrusions or other disruptions to a smooth wall. The installation requires that the wall have nothing interfering with the application to a smooth wall.
4. Note the address of the actual physical location - and which direction the wall is facing. Does it face south? North? East? West? If possible, provide an aerial view (whether through GoogleEarth or other mapping program on the Internet) and an arrow pointing to the wall under consideration.
5. Assess any physical damage to potential wall locations. Look at the top of the wall for broken or damaged wall cap or drip edge along the wall above the mural location. Note any missing or degraded mortar and consider tuckpointing damaged areas of mortar for proper repair. Look for water damage on inside walls of the proposed location.
6. Avoid locations with nearby utilities or power poles which could seriously restrict mural installation.
7. Any item not mentioned here is included in the project specifications for committee involvement - and shall also be part of the consideration process.

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No.10-043, titled:

AN ORDINANCE AUTHORIZING THE VILLAGE OF SAUK VILLAGE TO PARTICIPATE IN THE ILLINOIS LINCOLN HIGHWAY COALITION'S INTERPRETIVE MURAL PROJECT FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on August 10, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on August 10, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 10th day of August, 2010.

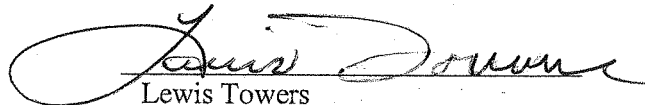
The Honorable Debra Williams
Village Clerk

AYES: TRUSTEES ANDERSON, BENSON, BURGESS, HANKS, MYERS AND WILLIAMS


NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 10th day of August, 2010


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-044

**AN ORDINANCE APPROVING A LICENSE AND INDEMNIFICATION
AGREEMENT RELATED TO LANDSCAPING SERVICES WITH M.A.C.
LANDSCAPING AND SNOW REMOVAL FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 28TH DAY OF SEPTEMBER, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 28th day of September, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-44

**AN ORDINANCE APPROVING A LICENSE AND INDEMNIFICATION
AGREEMENT RELATED TO LANDSCAPING SERVICES WITH M.A.C.
LANDSCAPING AND SNOW REMOVAL FOR THE VILLAGE OF SAUK
VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") are committed to the revitalization and beautification of the Village; and

WHEREAS, Village residents of a certain subdivision within the Village wish to contract with M.A.C. Landscaping and Snow Removal ("M.A.C. Landscaping") for M.A.C. Landscaping to perform landscaping services on Village owned property (the "Services"); and

WHEREAS, before the Services can be performed on the aforementioned Village owned property, the Village recognizes the need to enter into a License and Indemnification Agreement with M.A.C. Landscaping (the "Agreement"), attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village to approve the Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth

herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to approve the Agreement, or any modification thereof, after the review and approval of the Agreement by the Village Board. The Village Board authorizes and directs the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

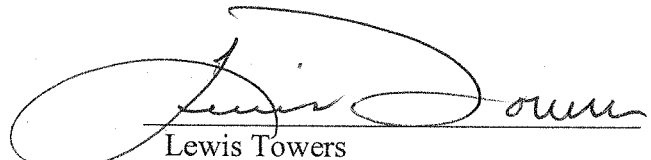
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AYES: TRUSTEES ANDERSON , BENSON, BURGESS, HANKS, MYERS AND WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 28TH day of SEPTEMBER, 2010


Lewis Towers
Village Mayor

Attest:

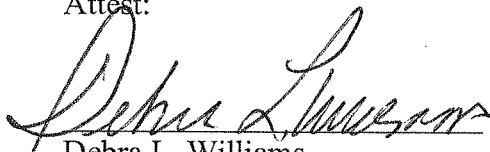

Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-044, titled:

AN ORDINANCE APPROVING A LICENSE AND INDEMNIFICATION AGREEMENT RELATED TO LANDSCAPING SERVICES WITH M.A.C. LANDSCAPING AND SNOW REMOVAL FOR THE VILLAGE OF SAUK VILLAGE, ILLINOIS

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on September 28, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on September 28, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 28th day of September, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-045

**AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT WITH
GRAND TRUNK CORPORATION, A WHOLLY OWNED U.S. SUBSIDIARY
AND OWNER OF THE U.S. RAIL OPERATING SUBSIDIARIES OF
CANADIAN NATIONAL RAILWAY COMPANY, FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 12TH DAY OF OCTOBER, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 12th day of October, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-045_

**AN ORDINANCE APPROVING A MEMORANDUM OF AGREEMENT WITH
GRAND TRUNK CORPORATION, A WHOLLY OWNED U.S. SUBSIDIARY
AND OWNER OF THE U.S. RAIL OPERATING SUBSIDIARIES OF
CANADIAN NATIONAL RAILWAY COMPANY, FOR THE VILLAGE OF
SAUK VILLAGE, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, on or about December 24, 2008, the Surface Transportation Board ("STB"), a federal economic regulatory agency that, approved a merger whereby Canadian National Railway Company, operating through its wholly-owned subsidiary, Grand Trunk Corporation, ("CN Railway") obtained ownership and/or control of certain railway lines that are located in or near the Village (the "Transaction"); and

WHEREAS, in connection with the Transaction, the STB requires CN Railway to take certain measures to mitigate the impact that the Transaction has on municipalities that neighbor its railways; and

WHEREAS, in connection with the foregoing, CN Railway has presented the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") with a certain memorandum of agreement (the "Memorandum of Agreement"), attached hereto and incorporated herein as Exhibit A, which sets forth certain steps that CN Railway will take to improve safety and mitigate the noise and other environmental impacts that its railway operations have on the Village (collectively, "Mitigating Measures"); and

WHEREAS, among the Mitigating Measures is an agreement that CN Railway will provide certain funds for the Village's use in making safety-related improvements on properties immediately adjacent to CN Railway's right-of-ways in the Village; and

WHEREAS, the Corporate Authorities are committed to ensuring that railroad traffic running through the Village operates in a safe and quiet manner; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is in the best interests of the Village to approve a memorandum of agreement with terms

substantially the same as the terms of the Memorandum of Agreement; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to review and amend agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney, in concert with the terms as agreed to and directed by the Corporate Authorities; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois, as follows:

SECTION 1: The preambles to this Ordinance are found to be full, true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purpose of this Ordinance are incorporated herein by this reference.

SECTION 2: The Village Board hereby authorizes and directs the President or his designee to negotiate, enter into and approve a memorandum of agreement with terms substantially the same as the terms of the Memorandum of Agreement, after the review and approval of the same by the Village Board. The Village Board authorizes and directs the President or his designee to execute any and all additional documentation and take any further steps necessary to carry out the intent of this Ordinance. Any and all previous steps taken to carry out the intent of this Ordinance are hereby ratified. The Village Clerk is hereby authorized and directed to attest to and countersign any other documentation that may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

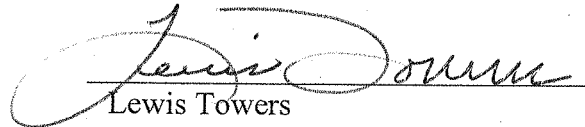
SECTION 3: The headings of the sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law.

AYES: TRUSTEES ANDERSON, BENSON, HANKS, MYERS, BURGESS AND WILLIAMS

NAYS: NONE

ABSENT: NONE

PASSED AND APPROVED THIS 12th day of October, 2010


Lewis Towers
Village Mayor

Attest:

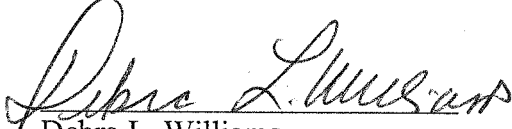

Debra L. Williams
Village Clerk

EXHIBIT A

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Memorandum") is made and entered into this xxth day of September, 2010, by and between the **Village of Sauk Village**, an Illinois municipal corporation ("Sauk Village") and **Grand Trunk Corporation**, a wholly owned U.S. subsidiary and owner of the U.S. rail operating subsidiaries of Canadian National Railway Company (collectively, "GTC"), and co-applicant in the filing before the Surface Transportation Board ("STB") in STB Finance Docket No. 35087. This Memorandum sets out certain commitments GTC is prepared to make to address the following issues resolved by the parties related to existing train traffic and changes in train traffic anticipated as a result of the CNE/J&EW transaction ("Transaction"), authorized by the STB on December 24, 2008 in STB Finance Docket No. 35087, and the corresponding agreement by Sauk Village that these commitments by GTC resolve any outstanding concerns Sauk Village has related to the Transaction. The specific terms of this Memorandum between GTC and Sauk Village are summarized below, and will be effective upon the execution of this Memorandum by duly authorized representatives of Sauk Village and GTC.

A.

I Quiet Zones

- (A) GTC will support and provide at its sole cost and expense independent consulting assistance to assist Sauk Village's efforts to establish a Quiet Zone for Torrence Avenue and/or Cottage Grove Avenue. GTC will bear such cost until the Quiet Zone has been approved by the appropriate authorities having jurisdiction over the same. GTC shall provide Sauk Village with a list of appropriate consultants for consideration.
- (B) GTC shall fund in its entirety the installation of the minimum requirements of any designated mitigation items required for the establishment of the Quiet Zone within the village limits of Sauk Village.

II Noise and Safety Mitigation

GTC will provide \$270,000 to Sauk Village for noise mitigation, and additional safety fencing for properties adjacent to rail lines owned by GTC's subsidiary within Sauk Village. These funds may be used to cover reimbursement or construction costs for the improvements including design and engineering. Sauk Village may use these funds for any combination of mitigation elements constructed on non-railroad property, but immediately adjacent to the right of way. In addition, Sauk Village may utilize any portion of these funds to administer a mitigation fund for distribution to owners of property located adjacent to rail lines owned by GTC's subsidiary. Sauk Village or the referenced property owners will be responsible for the construction, ownership and maintenance of all improvements. Within 60 days from the effective date of this agreement, Sauk Village shall submit to GTC a specific plan for use of the funds, along with any criteria for disbursement if funds are distributed to individual property owners. GTC will commit to disburse

100% of these funds within 30 days of the receipt of the plan. Sauk Village will be responsible for providing a semi-annual report to GTC of all expenditures until all of the \$270,000 is spent or otherwise distributed.

III Emergency Response and Training

GTC will provide training, both in-house and off-site, at no cost to Sauk Village for Sauk Village's emergency responders. GTC will complete a training plan in conjunction with the designated Fire/Rescue Department representatives within 6 months after effective date of this agreement. All training will be completed within a 3-year span. Specialized training will be limited to qualified candidates submitted by Sauk Village. This does not preclude additional training in subsequent years for new employees and as refresher. GTC will cover tuition, transportation, lodging and meals as required.

IV Communications

GTC will fund at its sole expense the establishment of a specific emergency protocol and dispatching view capability on behalf of Sauk Village. The monitoring system will be web-based and allow for viewing of train location and direction of travel. GTC shall bear the cost of the hardware, software and communication equipment in order to provide specific emergency protocol and dispatching view capabilities as identified above.

V Other

GTC will provide a waiver of fees for a period of twenty years (20 years) for all existing municipal utility license agreements between GTC and Sauk Village.

B.

CONDITIONS FOR GTC'S OBLIGATIONS UNDER THIS MEMORANDUM OF AGREEMENT

I. The commitments of GTC set forth in this Agreement are conditioned upon the following:

- A. Upon execution of this Memorandum, GTC will fulfill its commitments contained in this agreement within a three-year period after the effective date of this agreement, unless otherwise specified herein. Sauk Village will accept funds committed for the mitigation provided in Section II and complete installation of improvements or distribution of said funds within the same three-year period.

- B. Sauk Village agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings without GTC's prior review and approval except in support of this agreement and/or the STB's decision approving the Transaction.

II. Confidentiality

This negotiated Memorandum and its terms shall be confidential, except to the extent disclosure may be essential for consideration by the Sauk Village corporate authorities at a public meeting and as otherwise required by law and only after notice to, and consultation between GTC and Sauk Village, and except that it may be submitted to the STB's Section of Environmental Analysis ("SEA"), subject to a request that it be kept confidential by SEA and the STB.

III. Sole Remedy

It is the intent of the parties to this Memorandum that the STB require GTC's compliance with this agreement in lieu of any additional or inconsistent mitigation that the STB might otherwise impose regarding environmental impacts in Sauk Village. SEA has asked that CN provide copies of any formalized agreements between GTC and affected communities, and the parties agree that GTC shall provide a copy of this Memorandum to SEA upon execution.

Agreed To:

GTC

By:

GTC

Title

Date: _____

Agreed To:

Village of Sauk Village

By: _____
Mayor

Date: _____

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Memorandum") is made and entered into this xxth day of September, 2010, by and between the **Village of Sauk Village**, an Illinois municipal corporation ("Sauk Village") and **Grand Trunk Corporation**, a wholly owned U.S. subsidiary and owner of the U.S. rail operating subsidiaries of Canadian National Railway Company (collectively, "GTC"), and co-applicant in the filing before the Surface Transportation Board ("STB") in STB Finance Docket No. 35087. This Memorandum sets out certain commitments GTC is prepared to make to address the following issues resolved by the parties related to existing train traffic and changes in train traffic anticipated as a result of the CN/EJ&EW transaction ("Transaction"), authorized by the STB on December 24, 2008 in STB Finance Docket No. 35087, and the corresponding agreement by Sauk Village that these commitments by GTC resolve any outstanding concerns Sauk Village has related to the Transaction. The specific terms of this Memorandum between GTC and Sauk Village are summarized below, and will be effective upon the execution of this Memorandum by duly authorized representatives of Sauk Village and GTC.

A.

I Quiet Zones

- (A) GTC will support and provide at its sole cost and expense independent consulting assistance to assist Sauk Village's efforts to establish a Quiet Zone for Torrence Avenue and/or Cottage Grove Avenue. GTC will bear such cost until the Quiet Zone has been approved by the appropriate authorities having jurisdiction over the same. GTC shall provide Sauk Village with a list of appropriate consultants for consideration.
- (B) GTC shall fund in its entirety the installation of the minimum requirements of any designated mitigation items required for the establishment of the Quiet Zone within the village limits of Sauk Village.

II Noise and Safety Mitigation

GTC will provide \$270,000 to Sauk Village for noise mitigation, and additional safety fencing for properties adjacent to rail lines owned by GTC's subsidiary within Sauk Village. These funds may be used to cover reimbursement or construction costs for the improvements including design and engineering. Sauk Village may use these funds for any combination of mitigation elements constructed on non-railroad property, but immediately adjacent to the right of way. In addition, Sauk Village may utilize any portion of these funds to administer a mitigation fund for distribution to owners of property located adjacent to rail lines owned by GTC's subsidiary. Sauk Village or the referenced property owners will be responsible for the construction, ownership and maintenance of all improvements. Within 60 days from the effective date of this agreement, Sauk Village shall submit to GTC a specific plan for use of the funds, along with any criteria for disbursement if funds are distributed to individual property owners. GTC will commit to disburse

100% of these funds within 30 days of the receipt of the plan. Sauk Village will be responsible for providing a semi-annual report to GTC of all expenditures until all of the \$270,000 is spent or otherwise distributed.

III Emergency Response and Training

GTC will provide training, both in-house and off-site, at no cost to Sauk Village for Sauk Village's emergency responders. GTC will complete a training plan in conjunction with the designated Fire/Rescue Department representatives within 6 months after effective date of this agreement. All training will be completed within a 3-year span. Specialized training will be limited to qualified candidates submitted by Sauk Village. This does not preclude additional training in subsequent years for new employees and as refresher. GTC will cover tuition, transportation, lodging and meals as required.

IV Communications

GTC will fund at its sole expense the establishment of a specific emergency protocol and dispatching view capability on behalf of Sauk Village. The monitoring system will be web-based and allow for viewing of train location and direction of travel. GTC shall bear the cost of the hardware, software and communication equipment in order to provide specific emergency protocol and dispatching view capabilities as identified above.

V Other

GTC will provide a waiver of fees for a period of twenty years (20 years) for all existing municipal utility license agreements between GTC and Sauk Village.

B.

CONDITIONS FOR GTC'S OBLIGATIONS UNDER THIS MEMORANDUM OF AGREEMENT

I. The commitments of GTC set forth in this Agreement are conditioned upon the following:

- A. Upon execution of this Memorandum, GTC will fulfill its commitments contained in this agreement within a three-year period after the effective date of this agreement, unless otherwise specified herein. Sauk Village will accept funds committed for the mitigation provided in Section II and complete installation of improvements or distribution of said funds within the same three-year period.

- B. Sauk Village agrees that it shall not make further submissions in the STB proceeding or in appellate proceedings without GTC's prior review and approval except in support of this agreement and/or the STB's decision approving the Transaction.

II. Confidentiality

This negotiated Memorandum and its terms shall be confidential, except to the extent disclosure may be essential for consideration by the Sauk Village corporate authorities at a public meeting and as otherwise required by law and only after notice to, and consultation between GTC and Sauk Village, and except that it may be submitted to the STB's Section of Environmental Analysis ("SEA"), subject to a request that it be kept confidential by SEA and the STB.

III. Sole Remedy

It is the intent of the parties to this Memorandum that the STB require GTC's compliance with this agreement in lieu of any additional or inconsistent mitigation that the STB might otherwise impose regarding environmental impacts in Sauk Village. SEA has asked that CN provide copies of any formalized agreements between GTC and affected communities, and the parties agree that GTC shall provide a copy of this Memorandum to SEA upon execution.

Agreed To:

GTC

By:

GTC

Title

Date: _____

Agreed To:

Village of Sauk Village

By: _____

Mayor

Date: _____

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-046

**AN ORDINANCE SUPPORTING AND CONSENTING TO THE FILING OF AN
APPLICATION FOR A CLASS 6B REAL ESTATE ASSESSMENT CLASSIFICATION
FOR R. & N. MANAGEMENT COMPANY, INC.**

**ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE**

THIS 9TH DAY OF NOVEMBER, 2010

**Published by authority of the Mayor and
Board of Trustees of the Village of Sauk
Village, Cook and Will Counties, Illinois
This 9th day of November, 2010.**

ORDINANCE NO. 10-046

AN ORDINANCE SUPPORTING AND APPROVING THE APPLICATION FOR CLASS 6B REAL ESTTE ASSESSMENT CLASSIFICATION FOR R & N MANAGEMENT COMPANY FOR THE VILLAGE OF SAUK VILLAGE

WHEREAS, R & N Management Company, Inc. ("R&N") is the purchaser of property within the area commonly known as the Sauk Pointe Industrial Park at Illinois Route 394 and Sauk Trail, in the village of Sauk Village, Cook and Will countries, Illinois ("The Village"), with that property being legally described on the attached and incorporated Exhibit "A" ("The Property"); and

WHEREAS, R&N, anticipate filing an application with the Cook County, Illinois Assessor requesting designation of the Property as Class 6B for real estate assessment purposes, pursuant to "An Ordinance Amending the Real Property Assessment Classification Ordinance" of Cook County, Illinois ("6B Ordinance") with that Application being substantially in the form attached and incorporated as Exhibit "B" and

WHEREAS, THE 6B Ordinance requires the municipality in which the Property is located to approve of, support and consent to the filing of the Application before it can be approved; and

WHEREAS, the 6B Ordinance further required the municipality in which the Property is located to find that the Class 6B designation is necessary for develop to occur on the Property, before the Application can be approved; and

WHEREAS, it is in the Village's best interest to approve of, support and consent to the Application; and

WHEREAS, the Village finds that designating the Property with the Class 6B Classification is necessary for development to occur on the Property;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Corporate Authority (Board of Trustees) of the village of Sauk Village, Cook County, Illinois, as follows:

SECTION 1: The statements set forth in the preamble to this Ordinance are true and correct and are adopted as part of this Ordinance.

SECTION 2: The Village approves of, support and consents to the filing of the Application. The Village finds that designating the Property with the Class 6B Classification is necessary for development to occur on the Property.

SECTION 3: The Village Attorney is authorized to forward a certified copy of this Ordinance to the Cook County Assessor;

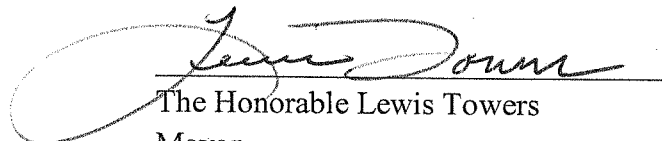
SECTION 4: This Ordinance shall be in full force and effect from and after the passage approval and publication of this Ordinance as provided by law. If any provision of this Ordinance is held to be invalid, that provision shall be stricken from this Ordinance and the remainder of this Ordinance shall continue in full force and effect to the extent possible.

AYES: TRUSTEES ANDERSON , BURGESS, HANKS, MYERS AND WILLIAMS


NAYS: TRUSTEE BENSON

ABSENT: NONE

PASSED AND APPROVED THIS 9TH DAY OF NOVEMBER, 2010


The Honorable Lewis Towers
Mayor

Attest:


The Honorable Debra L. Williams -
Village Clerk

LEFF & COHEN, LTD.

ATTORNEYS AT LAW

L&C

RONALD G. GLOSNAK
DIRECT (312) 782-2052
rglosniak@leffcohen.com

December 10, 2009

SUITE 2400
300 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

TELEPHONE (312) 782-2700
FACSIMILE (312) 782-9300

Mr. James M. Vasselli
Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, IL 60402

Re: R & N Management property
22401 Sauk Pointe/22300 Joshua Drive, Sauk Village
Permanent Index Nos.: 32-35-202-001 thru 005
32-35-202-008 thru 012
Class 6B Renewal

Dear Mr. Vasselli:

As per our recent conversation, please be reminded that I represent the subject taxpayer which previously was granted a Class 6B Incentive Classification by the Cook County Assessor's Office with the support and approval of Sauk Village. At this point in time, the taxpayer is preparing to file a Class 6B Renewal Application with the County Assessor in order to extend this incentive. As you know, however, in doing so, the taxpayer must also obtain and submit a certified copy of the resolution or ordinance passed by Sauk Village approving and consenting to this renewal. In that regard, I am submitting herewith the legal description of the property involved, the permanent index numbers, and also a copy of the original Ordinance of March 23, 1999. Please note that the ten permanent index numbers above pertain to all of the parcels owned by this taxpayer, but the only parcels currently classified as 6-63 are 32-35-202-002, 003, 004, 009, 010, and 011.

The subject property has been owned and utilized by R & N Management since its inception as a 100-door, 84,763 sq.ft. truck terminal facility. R & N Management employs approximately 45 people at this facility on a full-time basis, pays approximately \$253,000± in real estate taxes, and many of its employees are local residents residing in this township or the general vicinity, thereby further contributing to the community in terms of real estate taxes and sales taxes. In addition, R & N Management purchases its propane and most all other operating supplies locally, and even utilizes some members of the local police force on a part-time basis for security purposes.

In today's depressed economy, as you might know, one of the industries most detrimentally affected has been the trucking industry. The substantial downturn in both

LEFF & COHEN, LTD.

ATTORNEYS AT LAW

L&C

Mr. James M. Vasselli

December 10, 2009

Page 2

industrial and commercial production over the past few years has severely impacted the trucking industry and has had a serious negative effect on this taxpayer's business. In fact, this facility primarily transports General Motors auto parts to and from various locations, and the problems facing that company have also impacted the operations at this facility. With its income diminishing, it has become imperative upon this taxpayer to stabilize, if not reduce, all of its operating costs and expenses including, of course, its real estate taxes. Unless this tax incentive is extended, the subject property's real estate taxes will increase substantially over the next few years due solely to the change in the level of assessment and not due to any increase in the property's value. This would place a tremendous economic burden on the taxpayer in maintaining its operations at this facility.

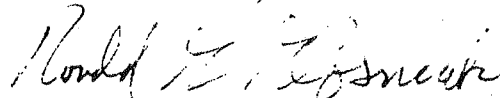
In addition, as noted, despite the present incentive, the taxpayer has and continues to pay a substantial amount of real estate taxes, currently approximately \$253,000 — a substantial portion of which helps to support and maintain Sauk Village and Bloom Township, as well as the local school districts. It is, therefore, clearly in the best interests of all taxing bodies in Sauk Village and Bloom Township that this taxpayer be able to maintain and continue to operate this truck terminal facility generating income and revenue for all of the parties involved.

Accordingly, I would respectfully request your help and assistance in obtaining the approval and consent of Sauk Village to this taxpayer's Class 6B Renewal Application. As you know, the Cook County Assessor requires a certified copy of the Village Ordinance approving this incentive extension. For the time being, however, I would respectfully request that you please provide me a letter in lieu thereof, indicating that we have in fact requested this Ordinance which is pending approval by the Village.

I thank you for your cooperation, and if you have any questions, or any additional information or documentation is required, please advise.

Very truly yours,

LEFF & COHEN, LTD.



RGG/CD

Class 6B Renewal Application Attachment

Re: R & N Management Freight Consolidation Facility

Property Location: 22301 Sauk Pointe to 22501 Sauk Pointe
and 22300 Joshua Drive to 22500 Joshua Drive

III. Identification of Persons or Entities Having an Interest

The property is currently owned by R & N Management Company, Inc. and used in its transportation related business. The approximate size of the land is 1450 ft X 500 ft. The overall square footage of the building is approximately 90,000 sq. ft. measuring 600 ft long X 150 ft wide. The building contains 100 dock doors, office space, and garage space. The dock space is approximately 78,500 sq. ft. measuring 475 ft long X 150 ft wide. The office section is approximately 4,000 sq. ft. measuring 75 ft long X 50 ft wide. There is an attached garage used for trailer repairs which is approximately 7500 sq. ft. measuring 50 ft long X 150 ft wide. Please see attached Exhibit A for a more detailed description.

IV. Property Use

The property is a freight consolidation facility. The company picks up automotive parts for General Motors. The auto suppliers where pickups are made are located in Illinois, Wisconsin, and other states west of the Mississippi. The trucks bring the auto parts to the facility where the parts are taken off by the workforce. As the parts are taken off the trailers, the General Motors parts data base is updated by the office state. The parts are sorted by destination, reloaded on trailers and shipped to General Motors Assembly plants through out the United States.

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-047

**AN ORDINANCE AUTHORIZING INTERFUND
BORROWING FOR THE PURPOSE OF PROVIDING
MONEYS TO MEET ORDINARY AND NECESSARY
EXPENSES OF THE VILLAGE OF SAUK VILLAGE**

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 9TH DAY OF NOVEMBER, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 9th day of November, 2010

ORDINANCE NO. 10-047

**AN ORDINANCE AUTHORIZING INTERFUND
BORROWING FOR THE PURPOSE OF PROVIDING
MONEYS TO MEET ORDINARY AND NECESSARY
EXPENSES OF THE VILLAGE OF SAUK VILLAGE**

* * *

WHEREAS, SAUK VILLAGE, (the "Municipality") is a duly organized unit of local government located in Cook County, Illinois; and

WHEREAS, the Municipality is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Municipal Code ("Code") of the State of Illinois (the "Code") (and its Home Rule Powers) as supplemented and amended; and

WHEREAS, a significant portion of the revenue used to pay for the continuing operations and expenses of the Municipality comes from the collection of real estate taxes; and

WHEREAS, there has been a substantial delay in the printing of the second installment real estate tax bills for tax year 2009 which has resulted in a delay in the collection and distribution of 2009 real estate taxes; and

WHEREAS, the collection of real estate taxes is completed by Cook County and then distributed to local taxing bodies such as the Municipality; and

WHEREAS, the Municipality has determined that it needs moneys with which to meet ordinary and necessary disbursements for salaries and other corporate purposes, including bond payments which are due on December 1, 2010, because of the delay in the distribution of the 2009 real estate taxes, and;

WHEREAS, Cook County has not issued second installment real estate tax bills in a timely manner for the last five years and such delay is anticipated to occur in the future resulting in a shortage of moneys in the General Fund, Debt Service Fund, and other non-major funds, to meet financial requirements, and;

WHEREAS, pursuant to the constitution of the State of Illinois and the laws of the State of Illinois, including the Code, the Municipality is authorize to borrow funds and issue other debt instruments ("instruments") for various purposes; and

WHEREAS, the Municipality has moneys available in the Water Fund which can be loaned to the General Fund, Recreation Fund, Debt Service Fund, and other non-major funds, for the payment of expenses in a timely manner.

WHEREAS, based on the foregoing it may be necessary, desirable and in the best interests of the residents of the Municipality to borrow funds in the calendar year 2010; and

WHEREAS, it is anticipated that: (1) the Municipality would have instruments in the aggregate amount of \$ _____; and (2) the proceeds from the Instruments will be used for , among other things, paying working capital needs of the Municipality and to the extent lawfully permitted, costs incurred in connection with the issuing the Instruments; and

NOW THEREFORE, BE IT ORDAINED by the Corporate Authority (Board of Trustees) of the village of Sauk Village, Cook County, Illinois, as follows:

Section 1: Incorporation of Preambles.

The Board hereby finds that all of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct and do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 2: Purpose.

The purpose of this Ordinance is to express the Municipality's intent to issue Instruments to authorize the Municipality to enter into an agreement necessary to issue instruments to anticipate the revenues that would be paid to the Municipality by borrowing from the Water Fund and to take all steps necessary to carry out the terms of the Ordinance.

Section 3: Authorization.

In the event that the Municipality issues Instruments, the Municipality may reimburse itself with issuing the Instruments in accordance with the provisions of the Code or any other applicable laws, provided that such reimbursement are lawfully permitted and practically available. That moneys available in the Water Fund may be loaned to the General fund, Recreation Fund, Debt Service Fund, and other non-major funds, as needed to meet ordinary and necessary disbursements for salaries and other corporate purposes, including bond payments. Such loans shall be repaid as soon as possible upon receipt of real estate taxes from Cook County taking into due consideration upcoming expenses and disbursements. The Board hereby authorizes and directs the Mayor or the Board's designee to take all steps necessary to carry our intent of this Ordinance. The Board further authorizes the Mayor or the Board's designee to enter into and approve any applicable documents necessary to carry out the intent of the Ordinance. The Clerk is hereby authorized and directed to attest to and countersign such documentation as may be necessary to carry out and effectuate the purpose of this Ordinance.

The Clerk is also authorized and directed to affix the Seal of the Municipality to any such documentation as is deemed necessary.

Section 4. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form to substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 5. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be concluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 6. Supersede.

All code provisions, ordinance, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. Publication.

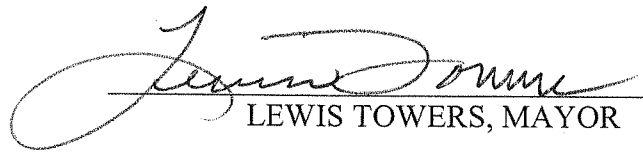
A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the District as provided by the Municipal Code of the State of Illinois, as supplemented and amended.

Section 8. Effective Date.

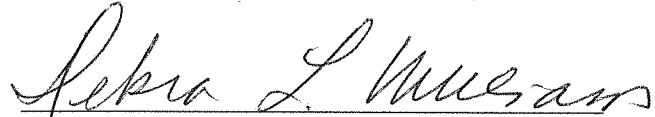
This Resolution shall be effective and in full force immediately upon passage and approval.

PASSED, this 9th day of November, 2010

APPROVED, this 9th day of November, 2010


LEWIS TOWERS, MAYOR

ATTEST:


DEBRA L. WILLIAMS, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-047, titled:

**AN ORDINANCE AUTHORIZING INTERFUND
BORROWING FOR THE PURPOSE OF PROVIDING
MONEYS TO MEET ORDINARY AND NECESSARY
EXPENSES OF THE VILLAGE OF SAUK VILLAGE**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on November 9, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on November 9, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 9th day of November, 2010.

The Honorable Debra Williams
Village Clerk

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-48

**AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK
AND WILL, STATE OF ILLINOIS, FOR THE 2010/2011 FISCAL YEAR**

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 21ST DAY OF DECEMBER, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 21ST day of December, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-48

**AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK
AND WILL, STATE OF ILLINOIS, FOR THE 2010/2011 FISCAL YEAR**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Village is a municipality operating under the annual appropriation system pursuant to Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-209); and

WHEREAS, Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9) requires a municipality with less than five hundred thousand (500,000) inhabitants to adopt and pass an ordinance appropriating such sums of money as are deemed necessary to defray all necessary expenses and liabilities of the municipality and which specifies the objects and purposes for which these appropriations are made and the amount appropriated for each object or purpose; and

WHEREAS, the annual appropriation for the 2010/2011 fiscal year ("FY 2010/2011") (or a formally prepared appropriation document upon which this Ordinance is based) has been and currently is conveniently available for public inspection in the office of the Chief of Staff, the office of the Village Treasurer, at the Village's customer services desk and at the Nancy L. McConathy Public Library as required by law; and


WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") have held all hearings and caused all notices and publications to be posted and published in accordance with the laws of the State of Illinois; and

WHEREAS, the Corporate Authorities have reviewed the annual appropriation ordinance for FY 2010/2011 (the "2010/2011 Annual Appropriation Ordinance") and have determined that said appropriations are in the best interests of the Village and the residents of the Village;

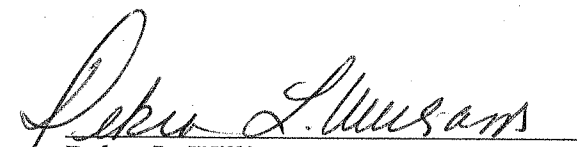
WHEREAS, the Village is a municipality operating under the annual appropriation system pursuant

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois as follows:

PASSED AND APPROVED THIS 21st day of December, 2010.


Lewis Towers
Village Mayor

Attest:


Debra L. Williams
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-48, titled:

**AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE
PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK
AND WILL, STATE OF ILLINOIS, FOR THE 2010/2011 FISCAL YEAR**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 21, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on December 21, 2010. This certificate is made and filed pursuant to the requirements of 35 ILCS 200/18-50. This certificate must be filed within thirty (30) days of the adoption of the annual appropriation ordinance. Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 21st day of December, 2010.

The Honorable Debra Williams
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATE

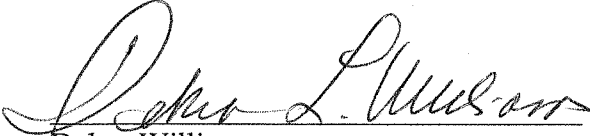
I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10- 48 entitled:

AN ORDINANCE MAKING APPROPRIATIONS FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF SAUK VILLAGE, COUNTIES OF COOK AND WILL, STATE OF ILLINOIS, FOR THE 2010/2011 FISCAL YEAR

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 21, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 21, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 21st day of December, 2010.


Debra Williams
Village Clerk

(SEAL)

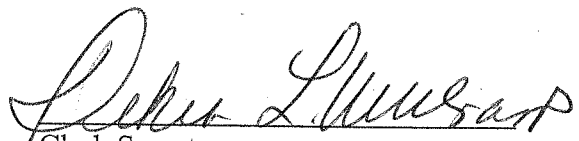
STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

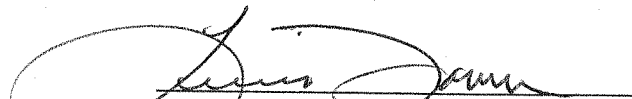
CERTIFIED ESTIMATE OF REVENUES BY SOURCE

The undersigned, being Clerk/Secretary and Chief Fiscal Officer of the Village of Sauk Village, Cook and Will Counties, Illinois, do hereby certify that the Estimate of Revenues by Source, anticipated to be received by said taxing district, as indicated in the Combined General Fund Revenue/Expenditure Budget Summary, is a true statement of said estimate.

This certification is made and filed pursuant to the requirements of 35 ILCS 200/18-50 and on behalf of the Village of Sauk Village, Cook and Will Counties, Illinois. This certificate must be filed within thirty (30) days of the adoption of the annual appropriation ordinance.

Dated: December 21, 2010


Clerk Secretary


Chief Fiscal Officer

VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS

ORDINANCE NO. 10-49

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
2010/2011 FISCAL YEAR FOR THE VILLAGE OF SAUK VILLAGE,
COUNTIES OF COOK AND WILL, ILLINOIS**

ADOPTED BY THE
MAYOR AND BOARD OF TRUSTEES
OF THE
VILLAGE OF SAUK VILLAGE

THIS 21ST DAY OF DECEMBER, 2010

Published by authority of the
Mayor and Board of Trustees of
The Village of Sauk Village,
Cook and Will Counties, Illinois
The 21ST day of December, 2010

**VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

ORDINANCE NO. 10-49

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES
FOR THE 2010/2011 FISCAL YEAR FOR THE VILLAGE OF SAUK
VILLAGE, COUNTIES OF COOK AND WILL, ILLINOIS**

WHEREAS, the Village of Sauk Village, Counties of Cook and Will, State of Illinois (the "Village") is a duly organized and existing village and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, as supplemented and amended, with the full power to enact ordinances and adopt resolutions for the benefit of its residents; and

WHEREAS, the Board of Trustees of the Village (the "Village Board") and the Village Mayor, who is also the President of the Village Board, (the "President" and with the Village Board, the "Corporate Authorities") determined and do hereby determine that the amounts of money specified herein, exclusive of any cost of conducting an election required by the general election law, are estimated to be necessary to be raised by taxation upon the taxable property in the Village; and

WHEREAS, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the "Village to levy and assess taxes for the 2010/2011 fiscal year; and

WHEREAS, in connection with the adoption of its tax levy, the Village has complied with Sections 18-60 through 18-85 of the Illinois Truth in Taxation Law (35 ILCS 200/18-60 through 35 ILCS 200/18-85), the Open Meetings Act (5 ILCS 120/1, *et seq.*) and all other applicable state and local laws; and

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Sauk Village, Cook and Will Counties, Illinois as follows:

SECTION 1: The preambles to this Ordinance are found to be true and correct and are hereby incorporated into the terms of this Ordinance as if fully set forth herein. This Ordinance is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes. All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are incorporated herein by this reference.

SECTION 2: That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00).

That the sum of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), being the total of appropriations heretofore legally made that are to be collected from the tax levy of the current fiscal year of the Village for all corporate purposes of the Village, for purposes of providing for a Police Pension Fund, Fire Fighters' Pension Fund and such other corporate purposes as permitted by statute as set forth on Exhibit A, attached hereto and incorporated herein, as appropriated for the current fiscal year by the annual appropriation ordinance of the Village for the fiscal year 2010/2011, passed by the Corporate Authorities of the Village at a legally convened meeting, be, and the same is hereby levied upon all of the taxable property in the Village subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included in Exhibit A, the tax so levied being for the current fiscal year of the Village, and for said appropriation to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as provided in Exhibit A, as if fully set forth herein.

That the total amount of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village according to the value of said property as assessed and equalized for state and county purposes for the current year.

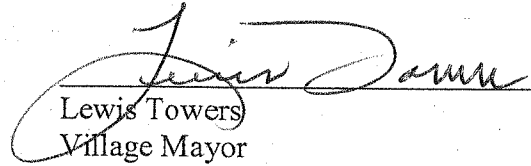
This levy Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

That there is hereby certified to the Cook County Clerk of Cook County, Illinois and to the Will County Clerk of Will County, Illinois the total amount of Two Million, Four Hundred Thirty-Four Thousand, Forty and No/100 U.S. Dollars (\$2,434,040.00), which total amount the Village requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby authorized and directed to file with the Cook County Clerk and the Will County Clerk, on or before the time required by law, which is the last Tuesday in December, a certified copy of this Ordinance. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to and consummate the legislative action contemplated by this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

SECTION 3: The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance. This Ordinance shall be in full force and effect from and after the date of its passage, approval and publication in pamphlet form as provided by law. The provisions of this Ordinance are hereby declared to be severable. If any portion of this Ordinance is held to be invalid or determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, that portion shall be stricken from this Ordinance and the remaining portions of this Ordinance shall continue in full force and effect to the fullest extent possible. All codes, provisions, ordinances, resolutions and orders or parts thereof, in conflict herewith, are, to the extent of such conflict, hereby superseded.

AYES: ANDERSON, BURGESS, HANKS, MYERS AND WILLIAMS
NAYS: NONE
ABSENT: BENSON

PASSED AND APPROVED THIS 21st day of December, 2010.


Lewis Towers
Village Mayor

Attest:



Debra L. Williams
Village Clerk

EXHIBIT A

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL) SS

CERTIFICATE

I, the undersigned, certify that I am the duly qualified and acting Village Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village Ordinance No. 10-49, titled:

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES
FOR THE 2010/2011 FISCAL YEAR FOR THE VILLAGE OF SAUK
VILLAGE, COUNTIES OF COOK AND WILL, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 21, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet form on December 21, 2010. Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 21st day of December, 2010.

The Honorable Debra Williams
Village Clerk

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

CERTIFICATE

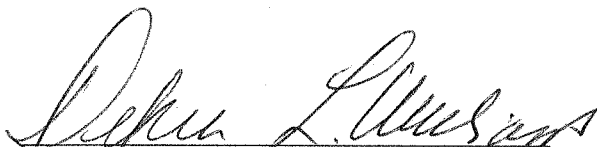
I, the undersigned, certify that I am the duly qualified and acting Village clerk of the Village of Sauk Village, Cook and Will Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of the Village's Mayor and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Sauk Village Ordinance No. 10-49 entitled:

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES
FOR THE 2010/2011 FISCAL YEAR FOR THE VILLAGE OF SAUK
VILLAGE, COUNTIES OF COOK AND WILL, ILLINOIS**

This Ordinance was passed and approved by the Village's Mayor and Board of Trustees on December 21, 2010. A true, correct and complete copy of this Ordinance was published in pamphlet Form on December 21, 2010.

Given under my hand and official seal at the Village of Sauk Village, Cook and Will Counties, Illinois, this 21st day of December, 2010.


Debra L. Williams
Village Clerk

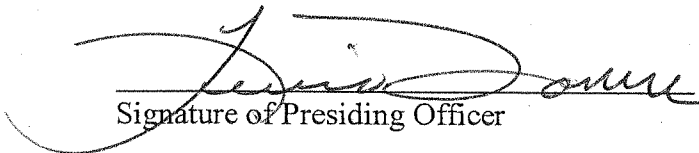
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

**TRUTH IN TAXATION
CERTIFICATION OF COMPLIANCE**

I, Lewis Towers, hereby certify that I am the presiding officer of the Village of Sauk Village, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached hereto, was adopted pursuant to, and in all respects is in compliance with the provisions of the Illinois Property Tax Code – Truth in Taxation Law, 35 ILCS 200/18-60 through 18-85 (West 2008).

This certificate applies to the 2010 levy.


Signature of Presiding Officer

12/23/10
Date

December 21, 2010

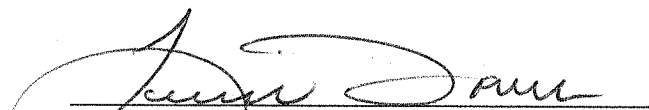
**CERTIFICATION OF EQUILIAZED ASSESSED VALUE OF
VILLAGE OF SAUK VILLAGE TAXABLE PROPERTY
IN COOK AND WILL COUNTIES**

Pursuant to Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), the Village of Sauk Village, a municipality with corporate limits lying partly in Cook County and partly in Will County, does hereby certify that it has attempted to ascertain the total amount of all taxable property lying within the corporate limits of the Village of Sauk Village in Cook County and Will County, as the property is assessed or equalized by the Department of Revenue for the current year. The Village of Sauk Village does hereby further certify that it has been advised by the Illinois Department of Revenue that the Illinois Department of Revenue has not completed the 2010 assessment or equalization of said taxable property.

In an effort to comply with said requirement of Section 8-3-1 of the Illinois Municipal Code (65 ILCS 5/8-3-1), the Village of Sauk Village does hereby certify that it has been advised by the Illinois Department of Revenue that the 2009 equalized assessed value of taxable property located in each county is as follows:


Cook County:	\$118,205,038
Will County:	\$ 161,823

This certificate shall be filed with the Cook County Clerk, the county clerk of the county in which the Village of Sauk Village's set of government is situated.



Lewis Towers, Village Mayor

12/23/10
Date

Attest:


Debra L. Williams
Village Clerk

(SEAL)

2010 TAX LEVY SUMMARY

GENERAL FUND

Finances & Administration	94,470
Elected Officials	30,165
P, G & G	35,060
Police	631,970
Dispatch Center	286,375
Community Development	10,000
E.S.D.A.	47,275
Parks & Playgrounds	29,930
Muni Audit	36,715
Liability Insurance	382,880
Fire Fund	646,240
Motor Fuel Tax	54,000
Police Pension	146,860
Firefighters Pension	<u>2,100</u>

TOTAL LEVY AMOUNT \$ 2,434,040

I. General Fund – A. Finance & Administration

ACCOUNT #	TITLE	Appropriation	Levy
Personnel			
100-005-510	Employee Wages	\$ 138,000	17,770
100-005-540	Fringe Benefits IMRF	30,000	
100-005-541	Fringe Benefits Other	20,106	3,040
	Total Personnel	188,106	20,810
Materials/Supplies			
100-005-610	Office Supplies	5,000	600
100-005-655	Computer Software Supplies	1,000	100
100-005-660	Tools & Equipment	500	10
100-005-680	Materials & Supplies	1,000	20
	Total Materials/Supplies	7,500	730
Contractual Services			
100-005-702	Telephone	7,000	580
100-005-706	Postage	4,000	430
100-005-7061	Postage-Vehicles Stickers	1,000	140
100-005-708	Insurance	31,000	480
100-005-710	Printing	2,000	190
100-005-712	Equipment Repair & Maint	1,500	290
100-005-720	Organization Bus Exp	1,500	60
100-005-722	Professional Development		
100-005-724	Publications & Memberships	500	140
100-005-726	Professional Services	150,000	25,480
100-005-728	Computer Contractual Services	10,000	870
100-005-740	Public Information	2,000	390
100-005-744	Other Rents & Leases	264	50
100-005-768	Contractual Serv	3,000	290
100-005-768-006	Unpaid Accts/Pay - General	500,840	40,820
100-005-771-000	Transfer to - Fire		
100-005-773-000	Transfer to Water/Sewer Fund		
100-005-768-006	Unpaid Accts/Pay- Water	162,463	2,720
100-005-768-006	Unpaid Accts/ Pay- Sewer	2,772	
100-005-768-006	Unpaid accounts-Utility Tax		
100-005-778-000	Transfer to TIF #3		
100-005-779-000	Transfer to TIF #2		
100-005-768-006	Unpaid accounts-TIF #4		
100-005-776-000	Unpaid Debt Service	259,985	
100-005-780	Refunds		
100-005-790	Contingency		
	Total Contractual Services	1,139,824	72,930
	TOTAL Fin & Admin Dept	\$ 1,335,430	\$ 94,470

I. General Fund – B. Mayor/Elected Board

ACCOUNT #	TITLE	Appropriation	Levy
Personnel			
100-010-520	Public Official Wages	\$ 84,000	16,595
100-010-540	Fringe Benefits	7,440	
	Total Personnel	91,440	16,595
CONTRACTUAL SERVICES, COMMITTEES & COMMISSIONS			
100-010-702	Telephone	3,000	1,040
100-010-710	Printing	500	40
100-010-720	Organization Business Exp		
100-010-722	Professional Development		
100-010-724	Publications & Memberships	5,000	1,860
100-010-740	Public Information	5,000	3,110
100-010-744	Other Rents & Leases		
100-010-749	Special Events		
100-010-749-002	Carnival/Festival		
100-010-750	Economic Development Comm		
100-010-753	Human Relations Commissions		
100-010-754	Beautification Comm		
100-010-756	Fire/Police Commission	15,000	7,520
100-010-758	Public Relations Committee		
100-010-759	Housing Authority Commission		
100-010-760	Zoning Board of Appeals		
100-010-766	Senior Citizens Comm		
100-010-768	Other Contractual Services	900	
	Total Committees/Commissions	29,400	13,570
	Total Elected Board	\$ 120,840	\$ 30,165

I. General Fund – C. Public Grounds & Buildings

ACCOUNT	TITLE	Appropriation	Levy
	Personnel		
100-015-510	Employee Wages		
100-015-530	Overtime		
100-015-540	Fringe Benefits IMRF		
100-015-541	Fringe Benefits Other		
	Total Personnel		
	Materials/Supplies		
100-015-620	Vehicle Expense	10,000	3,640
100-015-630	Uniforms & Clothing	350	270
100-015-640	Facility Maint Supplies	15,000	3,860
100-015-650	Operating Supplies	350	80
100-015-655	Computer Software Supp	300	70
100-015-660	Tools & Equipment	1,000	330
100-015-670	Construction Supplies	3,500	
	Total Materials/Supplies	30,500	8,250
	Contractual Services		
100-015-702	Telephone	3,000	550
100-015-704	Utilities		
100-015-712	Equip Repair & Maint	3,500	770
100-015-714	Vehicle Repair & Maint	1,000	220
100-015-716	Facility Maintenance	30,000	21,380
100-015-726	Professional Services	300	80
100-015-744	Other Rents & Leases	1,000	220
100-015-768	Other Contractual Serv.	1,500	330
	Total Contractual Services	40,300	23,550
100-015-830	Office Equipment & Furniture	2,000	
100-015-840	Major Tools & Equipment	6,000	220
100-015-870	Construction	20,000	3,040
	Total Capital	28,000	3,260
	Total PG&B Appropriations	\$ 98,800	\$ 35,060

I. General Fund – D. Community Development

ACCOUNT #	TITLE	Appropriation	Levy
	Personnel		
100-045-510	Employee Wages	\$ 8,000	7,500
100-045-530	Overtime		
100-045-540	Fringe Benefits IMRF	2,000	
100-045-541	Fringe Benefits Other	4,000	2,500
	Total Personnel	14,000	10,000
	Materials/Supplies		
100-045-610	Office Supplies		-
100-045-620	Vehicle Expense		-
100-045-630	Uniforms & Clothing		-
100-045-650	Operating Supplies		-
100-045-655	Computer Software Supplies		-
100-045-660	Tools & Equipment		-
100-045-680	Materials & Supplies		-
	Total Materials/Supplies		
	Contractual Services		
100-045-702	Telephone		-
100-045-706	Postage		-
100-045-710	Printing		-
100-045-714	Vehicle Repair & Maint		-
100-045-720	Organization Bus Exp		-
100-045-722	Professional Development		-
100-045-724	Publications & Memberships		-
100-045-726	Professional Services		-
100-045-728	Computer Contractual Services		-
100-045-732	Intergovernmental Services		-
100-045-768	Contractual Serv		-
100-045-780	Refunds		-
	Total Contractual Services		
	TOTAL COMMUNITY DVL PMT	\$ 14,000	\$ 10,000

I. General Fund – E. Emergency Services and Disaster Agency

ACCT #	TITLE	Appropriation	Levy
Personnel Services			
100-205-520	Part time Wages	\$53,825	25,600
100-205-540	Fringe Benefits - Medicare	3,825	625
Total Personnel		57,650	26,225
Materials/Supplies			
100-205-610	Office Supplies	750	750
100-205-620	Vehicle Expense	7,000	7,000
100-205-630	Uniforms and Clothing	1,500	1,500
100-205-640	Facility Maintenance Supplies	300	300
100-205-650	Operating Supplies	700	700
100-205-655	Computer Software Supplies		
100-205-660	Tools and Equipment		
100-205-680	Other Materials and Supplies		
Total Materials & Supplies		10,250	10,250
Contractual Services			
100-205-702	Telephone	2,800	2,800
100-205-712	Equipment Repair & Maintenance	2,500	2,500
100-205-714	Vehicle Repair & Maintenance	5,000	5,000
100-205-720	Organization Business Expense	300	300
100-205-722	Professional Development		
100-205-724	Publications & Memberships	200	200
100-205-726	Professional Services		
100-205-728	Computer Contractual Services		
100-205-744	Other Rents & Leases		
Total Contractual Services		10,800	10,800
100-205-835	Computer & Printer		
100-205-840	Major Tool & Equipment		
100-205-850	Vehicles		
Total Capital			
Total Appropriations		\$ 78,700	\$ 47,275

I. General Fund – F. Street Department

ACCOUNT #	TITLE	Appropriation	Levy
	Personnel		
100-220-510	Employee Wages		
100-220-530	Overtime		
100-220-540	Fringe Benefits IMRF		
100-220-541	Fringe Benefits Other		
	Total Personnel		
	Materials & Supplies		
100-220-610	Office Supplies		
100-220-620	Vehicle Expense		
100-220-630	Uniforms & Clothing		
100-220-650	Operating Supplies		
100-220-660	Tools & Equipment		
100-220-680	Other Materials & Supplies		
100-220-710	Printing		
	Total Materials & Supplies		
	Contractual Services		
100-220-712	Equip Repair & Maint		
100-220-714	Vehicle Repair & Maint		
100-220-722	Professional Development		
100-220-726	Professional Services		
100-220-732	Intergovernmental Services		
100-220-744	Other Rents & Leases		
	Total Contractual Services		
100-220-840	Major Tool & Equipment		
100-220-850	Vehicles		
	Total Capital		
	TOTAL APPROPRIATIONS	\$ -	\$ -

I. General Fund – G. Parks & Playgrounds

ACCOUNT #	TITLE	Appropriations	Levy
Personnel Services			
100-230-510	Employee Wages	\$ 16,703	16,703
100-230-520	Part Time Wages		
100-230-520-010	Part Time Wages-Youth Grt		
100-230-540	Fringe Benefits IMRF	3,250	3,250
100-230-541	Fringe Benefits Other	5,027	5,027
Total Personnel		24,980	24,980
Materials/Supplies			
100-230-610	Office Supplies	150	150
100-230-650	Operating Supplies	500	500
100-230-650-010	Operating Supplies-Youth		
Total Materials & Supplies		650	650
Contractual Services			
100-230-702	Telephone	800	800
100-230-704	Utilities	1,000	1,000
100-230-744	Other Rents & Leases		
100-230-768	Contractual Service	1,000	1,000
100-230-768-010	Contractual Service-Youth Grt		
100-230-780	Refunds		
Total Contractual Services		2,800	2,800
Capital Outlay			
100-230-840	Major Tools & Equipment	1,500	1,500
100-230-870	Construction		
Total Capital Outlay		1,500	1,500
TOTAL Appropriations		\$ 29,930	\$ 29,930

I. General Fund – H. Dispatch Center

ACCOUNT #	TITLE	Appropriation	Levy
Personnel			
100-280-510	Employee Wages	\$ 291,600	228,680
100-280-520	Part Time Wages		
100-280-530	Overtime	35,000	25,250
100-280-540	Fringe Benefits IMRF	40,000	
100-280-541	Fringe Benefits Other	110,721	
	Total Personnel	477,321	253,930
Materials/Supplies			
100-280-610	Office Supplies	500	
100-280-620	Vehicle Expense		
100-280-630	Uniforms & Clothing		
100-280-640	Facility Maintenance Supplies		
100-280-650	Operating Supplies		
100-280-655	Computer Software Supplies		
100-280-660	Tools & Equipment		
100-280-670	Construction Supplies		
100-280-680	Other Materials/Supplies		
	Total Materials/Supplies	500	
Contractual Services			
100-280-702	Telephone	12,500	8,050
100-280-706	Postage		
100-280-710	Printing		
100-280-712	Equip Repair & Maint	20,000	15,600
100-280-714	Vehicle Repair & Maint		
100-280-720	Organization Bus Exp		
100-280-722	Professional Devlpmt		
100-280-723	Academy Training		
100-280-724	Publications & Mbrshps		
100-280-726	Professional Services		
100-280-728	Computer Contractual Serv	9,000	8,795
100-280-732	Intergovt Services		
100-280-740	Public Information		
100-280-744	Other Rents & Leases		
100-280-768	Other Contractual Serv		
100-280-780	Refunds		
	Total Contractual Services	41,500	32,445
	Total Appropriations	\$ 519,321	\$ - \$ 286,375

I. General Fund – I. Municipal Audit Department

ACCOUNT #	TITLE	Appropriation	Levy
	Contractual Services		
100-240-726	Professional Services	\$ 50,000	36,715
	Total Contractual Services	50,000	36,715
	TOTAL MUNICIPAL AUDIT	\$ 50,000	36,715

I. General Fund – J. Liability Insurance

ACCOUNT #	TITLE	Appropriation	Levy
	Contractual Services		
100-260-708	Insurance	\$ 400,000	382,880
	Total Contractual Services	400,000	382,880
	TOTAL LIABILITY INSURANCE	\$ 400,000	382,880

II. Police Protection

ACCOUNT #	TITLE	Appropriation	Levy
Personnel			
100-025-510	Employee Wages	\$ 1,886,331	419,060
100-025-520	Part Time Wages	15,000	7,860
100-025-530	Overtime	300,000	53,670
100-025-540	Fringe Benefits IMRF	169,000	
100-025-541	Fringe Benefits Other	622,488	88,330
	Total Personnel	2,992,819	568,920
Materials/Supplies			
100-025-610	Office Supplies	10,000	2,580
100-025-620	Vehicle Expense	75,000	12,500
100-025-630	Uniforms & Clothing	49,818	8,680
100-025-640	Facility Maintenance Supplies	2,400	350
100-025-650	Operating Supplies	15,000	1,190
100-025-655	Computer Software Supplies	5,000	700
100-025-660	Tools & Equipment	3,000	700
100-025-670	Construction Supplies	7,500	230
100-025-680	Other Materials/Supplies	2,000	350
	Total Materials/Supplies	169,718	27,280
Contractual Services			
100-025-702	Telephone	25,000	3,520
100-025-706	Postage	4,500	940
100-025-709	K-9 Expense	2,300	1,060
100-025-710	Printing	4,000	3,520
100-025-712	Equip Repair & Maint	20,000	
100-025-714	Vehicle Repair & Maint	40,000	12,200
100-025-720	Organization Bus Exp	4,000	470
100-025-722	Professional Devlpmt	10,000	2,820
100-025-723	Academy Training	9,500	2,820
100-025-724	Publications & Mbrshps	3,000	350
100-025-726	Professional Services	15,000	2,760
100-025-728	Computer Contractual Serv	11,000	2,930
100-025-732	Intergovt Services	5,000	1,410
100-025-740	Public Information	1,500	470
100-025-744	Other Rents & Leases	1,500	
100-025-768	Other Contractual Serv		
100-025-769-352	Tow Release Fee Expense		
100-025-780	Refunds	500	500
	Total Contractual Services	156,800	35,770

III. Crossing Guard

Regular Employees	\$	-
Total Crossing Guard	\$	-

IV. A. Fire Protection Fund

ACCOUNT #	TITLE	Appropriation	Levy
Personnel			
210-200-510	Regular Employee Wages	\$ 123,827	123,825
210-200-520	Part Time Wages	118,804	118,800
210-200-540	Fringe Ben-Soc Sec/FICA	19,000	19,000
210-200-541	Fringe Benefits Other	32,049	32,040
Total Personnel		293,680	293,665
Materials/Supplies			
210-200-610	Office Supplies	1,000	1,000
210-200-620	Vehicle Expense	20,000	20,000
210-200-630	Uniforms & Clothing	6,000	6,000
210-200-640	Facility Maint Sup	3,000	3,000
210-200-650	Operating Supplies	1,300	1,300
210-200-655	Computer Software Supp	400	400
210-200-660	Tools & Equipment	14,000	14,000
210-200-680	Materials & Supplies	2,500	2,500
Total Materials & Supplies		48,200	48,200
Contractual Services			
210-200-702	Telephone	4,000	4,000
210-200-704	Utilities	1,320	1,320
210-200-706	Postage	250	250
210-200-710	Printing	500	500
210-200-712	Equip Repair & Maint	10,000	10,000
210-200-714	Vehicle Repair & Maint	13,000	13,000
210-200-716	Facility Maintenance	2,000	2,000
210-200-720	Organization Bus Exp	250	250
210-200-722	Professional Devpmt	16,650	16,650
210-200-724	Publication & Membershps	2,000	2,000
210-200-726	Professional Services	7,000	7,000
210-200-728	Computer Contractual Serv	1,500	1,500
210-200-732	Intergovernmental Services	3,000	3,000
210-200-740	Public Information	3,000	3,000
210-200-742	Dispatch Fee	19,385	19,385
210-200-744	Other Rents & Leases		
210-200-752	Amalgamated Trust Fees		
210-200-768	Contractual Services	66,744	66,740
210-200-770	Trsf to 2007C Debt Service		
Total Cont Serv		150,599	150,595
Capital Outlay			
210-200-840	Tools & Work Equip	42,000	42,000
210-200-850	Vehicles	75,000	75,000
210-200-870	Construction	25,000	25,000
210-200-880	Reserve Fund	61,141	11,780
Total Capital Outlay		203,141	153,780
TOTAL FIRE APPROPRIATIONS		695,620	646,240

VI. Motor Fuel Tax Fund

ACCT #	TITLE	Appropriation	Levy
	Materials & Supplies		
270-000-650	Operating Supplies	\$ 47,250	33,010
270-000-670	Construction Supplies	36,000	12,600
	Total Materials/Supplies	83,250	45,610
	Contractual Services		
270-000-704	Utilities	33,000	8,390
270-000-712	Equip Rep & Maint	6,500	
270-000-726	Professional Services	25,000	
270-000-768	Contractual Serv	8,000	
270-000-770004	Transfers to Streets		
270-000-770002	Transfer to Debt Serv		
	Total Cont Services	72,500	8,390
	Capital Outlay		
270-000-870	Construction	108,426	
	Total Capital Outlay	108,426	
	TOTAL M.F.T. Appropriation	\$ 264,176	\$ 54,000

VII. Emergency Telephone System

ACCT #	TITLE	Appropriation
	Taxes	
280-000-329.01	Wireless Surcharge	8,000
280-000-329	Illinois Bell Surcharge	90,000
	Total Taxes	98,000
	Other	
280-000-380	Transfer From Utility Tax	
280-000-391	Interest Earnings	100
	Total Other	100
	Total Appropriations	98,100

VIII. Working Cash Fund

ACCT.#	TITLE	Appropriation
525-000-751	Bond Issuance Cost	-
525-000-770	Transfer to General Fund	-
	Transfer to Debt Service	85,492
	Total Expenditures	85,492
	Capital & Reserves	
525-000-880	Reserve for Future Exp.	
	Total Capital & Reserve	
	Ending Fund Balance	
Total Fund	Balance & Fund Comm	\$ 85,492

IX. Drug Seizure Fund

ACCT. #	TITLE	Appropriation
	Revenue	
290-000-371	Drug Enforcement Funds	-
290-000-372	Tow Release Fees	-
290-000-391	Interest Earnings	520
	Total Revenues	520
290-000-390	Beginning Fund Balance	
	Total Available Resources	\$ 520

X. Water Fund

ACCOUNT #	TITLE	Appropriation
Personnel		
300-000-510	Employee Wages	292,843
300-000-530	Overtime	38,000
300-000-540	Fringe Benefits IMRF	54,000
300-000-540	Fringe Benefits Other	107,162
	Total Personnel	492,005
Materials & Supplies		
300-000-610	Office Supplies	750
300-000-620	Vehicle Expense	20,500
300-000-630	Uniforms & Clothing	3,200
300-000-640	Facility Maint Supplies	3,000
300-000-650	Operating Supplies	36,000
300-000-655	Computer Software Supplies	-
300-000-660	Tools & Equipment	2,000
300-000-670	Construction Supplies	45,000
300-000-680	Other Materials & Supplies	500
	Total Materials & Supplies	110,950
Contractual Services		
300-000-702	Telephone	10,000
300-000-704	Utilities	60,000
300-000-706	Postage	6,000
300-000-710	Printing	1,500
300-000-712	Equip Repair & Maint.	7,000
300-000-714	Vehicle Repair & Maint.	10,500
300-000-716	Facility Maintenance	3,000
300-000-722	Professional Devlpmt	3,000
300-000-724	Publications & Memberships	400
300-000-726	Professional Services	40,000
300-000-728	Computer Contractual Services	4,500
300-000-732	Intergovt Services	10,000
300-000-740	Public Information	1,500
300-000-742	General Fund Services	-
300-000-744	Other Rents & Leases	2,500
300-000-768	Other Contractual Serv.	6,000
300-000-780	Refunds	-
	Total Contractual Services	165,900
Capital Outlay		
300-000-830	Furniture & Equipment	
300-000-835	Computer Hardware Purchase	
300-000-840	Major Tools & Work Equip	89,000
300-000-850	Vehicles	37,000
300-000-870	Construction	2,202,500
	Total Capital Outlay	2,328,500
	Total Expenses	3,097,355

XI. Sewer Fund

ACCOUNT #	TITLE	Appropriation
	Personnel	
310-000-510	Employee Wages	190,216
310-000-530	Overtime	21,000
310-000-540	Fringe Benefits IMRF	33,000
310-000-541	Fringe Benefits Other	61,000
	Total Personnel	305,216
	Materials & Supplies	
310-000-610	Office Supplies	500
310-000-620	Vehicle Expense	9,000
310-000-630	Uniforms & Clothing	3,000
310-000-650	Operating Supplies	1,000
310-000-655	Computer Software Supplies	500
310-000-660	Tools & Equipment	1,000
310-000-670	Construction Supplies	6,000
310-000-680	Materials & Supplies	-
	Total Materials & Supplies	21,000
	Contractual Services	
310-000-702	Telephone	1,000
310-000-706	Postage	2,500
310-000-710	Printing	1,200
310-000-712	Equip Repair & Maint.	4,500
310-000-714	Vehicle Repair & Maint.	2,000
310-000-722	Professional Development	1,000
310-000-724	Publications & Memberships	200
310-000-726	Professional Services	5,000
310-000-728	Computer Contractual Services	4,500
310-000-732	Intergovernmental Service	500
310-000-742	General Fund Services	-
310-000-744	Other Rents & Leases	2,000
310-000-768	Contractual Service	3,000
	Total Contractual Services	27,400
	Capital Outlay	
310-000-830	Office Furniture	-
310-000-840	Major Tools & Work Equip	3,200
310-000-850	Vehicles	15,000
310-000-870	Construction	25,000
	Total Capital Outlay	43,200
	Total	396,816

XII. Utility Tax Fund

ACCT.#	TITLE	Appropriation
	Materials & Supplies	
410-000-670	Construction Supplies	193
410-000-680	Other Mat/Sup Blue Bags	-
	Total Materials & Supplies	-
	Contractual Services	
410-000-768	Contractual Services	-
410-000-778	Trsf to 2007B Debt Serv	-
410-000-770	Transfer to General Fund	144,797
410-000-7705	Transfer 2007C Debt Serv	-
410-000-780	Refunds	20,335
	Total Contractual Services	165,132
	Capital Outlay	
410-000-830	Office Equip/Furn	-
410-000-835	Computer Hardware Supplies	-
410-000-840	Tools/Work Equip	-
410-000-850	Vehicles	28,044
410-000-870	Construction	-
410-000-880	Miscellaneous	56
	Total Capital Outlay	28,100
	Total	193,232

XIII. C.D.B.G. Street Reconstruction

ACCT.#	TITLE	Appropriation
	Contractual Services	
420-726-000	Professional Service	-
	Transfer to MFT	80,000
	Total Contractual Services	80,000
	Capital Outlay	
420-870-000	Construction	-
	Total Capital Outlay	-
	Total	\$ 80,000

XIV. Municipal Building Construction

ACCT.#	TITLE	Appropriation
	Capital Outlay	
430-000-726	Professional Services	-
430-000-728	Computer Contractural Services	-
430-000-751	Bond Issuance Cost	-
430-000-768	Other Contractural Services	-
430-000-830	Office Equipment & Furniture	-
430-000-840	Major Tools & Work Equipment	-
430-000-870	Construction	-
	Total Capital Outlay	-

XV. T.I.F. #1 Sauk Plaza

ACCT.#	TITLE	Appropriation
450-000-726	Professional Services	70,000
450-000-768	Contractual Services	-
	Total Expenditures	70,000

XVI. T.I.F. #2 Sauk Pointe

ACCT.#	TITLE	Appropriation
Contractual Services		
461-000-726-000	Professional Services	
	Total Contractual Services	-
Transfers		
461-000-770-009	Transfer to 97 Bond Fund	-
461-000-770-015	Transfer to 00 Bond Fund	-
461-000-770-017	Transfer to 02 Series A Bond	68,604
461-000-770-018	Transfer to 03 Bond Fund	441,745
461-000-770-010	Transfer to 08 Bond Fund	325,395
461-000-770-021	Transfer to 09 Bond Fund	
461-000-770-019	Transfer to Admin Exp Note	-
461-000-777-000	Transfer to TIF #3	285,000
	Total Transfers	1,120,744
	Total Expenditures	1,120,744

XVII. T.I.F. #3 LogistiCenter at Sauk Village

ACCT.#	TITLE	Appropriation
Contractual Services		
481-000-726	Professional Services	
481-000-751	Bond Issuance Cost	-
481-000-752	Trust Fees	
481-000-770	Transfer to General	219,413
481-000-770-015	Transfer to 00 Bond Fund	68,604
481-000-770-017	Transfer to 02A Bond Fund	441,745
481-000-770-018	Transfer to 03 Bond Fund	325,395
	Transfer to 08 Bond Fund	612,335
	Transfer to 09 Bond Fund	486,115
481-000-798-000	Developer Payments	
	Total Contractual Services	2,153,607
Capital Outlay		
481-000-860	Land	
481-000-870	Construction	
	Total Construction	-
	Total Expenditures	2,153,607

XVIII. T.I.F. #4 Surreybrook Plaza

ACCT.#	TITLE	Appropriation
Contractual Services		
491-000-726	Professional Services	20,000
	Total Contractual	20,000
Capital Outlay		
491-000-870	Construction	-
	Total Capital Outlay	-
	Total Expenditures	20,000

XIX. Police Pension Fund

ACCT.#	TITLE	Appropriation	Levy
Contractual Services			
500-000-610	Office Supplies	\$ 100	
500-000-706	Postage	100	
500-000-722	Professional Development	1,000	
500-000-724	Pub/Memberships	1,300	
500-000-726	Professional Serv	10,000	
500-000-768	Contractual Serv	100	
500-000-792	Disability Pension	20,000	
500-000-791	Retirement Pension	230,000	146,860
500-000-793	Return Pension Contribution	30,000	
	Total Contractual Services	292,600	146,860

XX. Firefighters Pension Fund

ACCT.#	TITLE	Appropriation	Levy
Contractual Services			
510-000-726	Professional Serv	2,000	2,000
510-000-768	Contractual Serv	100	100
	Total Contractual Services	2,100	2,100

XXI. Debt Service Fund

ACCT.#	TITLE	Appropriation
CAPITAL OUTLAY		
605-675-810-001	2000 Bond Principal/Interest	137,207
605-685-810-005	02 Bond Principal/Interest	883,490
605-685-810-000	03 Bond Principal/Interest	650,790
605-670-810-000	07A Bonds Municipal Bldg	685,000
605-671-810-000	07B Bonds 9-1-1 Dispatch Cntr	89,237
605-672-810-000	07C Bonds Fire Equipment	55,560
605-673-810-000	08 Bonds Principal/Interest	612,335
605-674-810-000	09 Bonds Principal/Interest	486,113
	10 Bonds Principal/Interest	85,492
	Total	3,685,224