

**AGENDA**  
**Village of Indian Head Park**  
**201 Acacia Drive**  
**Indian Head Park, IL 60525**

**Board Meeting - Notice and Agenda**

**7:30 p.m. – May 12, 2016**

- I. CALL TO ORDER & ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. MAYOR’S REPORT
  - a. Water rate increase-address resident’s concerns
- IV. APPROVAL OF BOARD MEETING MINUTES (to be distributed)
  - a. April 14, 2016 Regular Meeting
- V. Approval of Payables for the period ending April 30, 2016 in the amount of \$TBD ()
- VI. APPROVAL OF FINANCIAL REPORT - Month Ending 3/31/2016 to be distributed
- VII. AUDIENCE COMMENTS
- VIII. NEW BUSINESS
  - a. Award of Liquor License Ordinance #2016-09
  - b. Award of Gaming License Ordinance #2016-10
  - c. Appropriation Ordinance #2016-11
  - d. Zoning Code Text Amendment Refer to Planning and Zoning Commission-Motion
  - e. Appointment of Chief of Police-Resolution R5-16-01
- IX. REPORTS
  - a. Trustees
  - b. Village Clerk
  - c. Village Treasurer
  - d. Village Attorney
  - e. Village Administrator
    - i. Website Update
    - ii. Meter program update
  - f. Department Head Reports
    - i. Public Works
    - ii. Police Department
- X. EXECUTIVE SESSION-Personnel per ILCS 120 Section 2(c)(1) and Litigation per ILCS 120 Section 2(c)(11)
- XI. NEXT MEETING DATE & ADJOURNMENT

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To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: May Board Meeting Agenda and Report  
Date: May 5, 2016

Please find attached the Agenda and Board packet for the upcoming meeting.

If there is any item of business requiring deeper analysis, I will have a separate memo immediately following this report.

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Please note that the page immediately following this document, I am attaching a motion "cheat sheet".

### Mayor's Report

As expected, there have been a number of complaints regarding the new water rates. Although staff has done a tremendous job in explaining the reasons for the increase, I expect a fair number of people to come to the Board meeting. To this end, I will have an outline of all the meetings where this was discussed, correspondence to residents, and other announcements regarding the increase. These will be available as handouts for you and the audience.

#### 1. Agenda Items

- a. Approval of Minutes. These are undergoing editing and will be sent when received.
- b. Approval of Warrants-These are being finalized and will be sent out on Monday.

#### 2. New Business

- a. Award of Liquor License-Cardinal Restaurant Group- See below
- b. Award of Gaming License-Cardinal Restaurant Group- See below
- c. Appropriation Ordinance-See below
- d. Text Amendment-Zoning Ordinance-See Below
- e. Appointment of Chief of Police Resolution See below

#### 3. Reports from Administrator

- a. Finally, our kick off meeting for the water meter replacement program is set for May 12.
- b. Attorney Brankin will update us on the results of the motion to dismiss hearing regarding the Lyons Township lawsuit.

To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: Liquor License Ordinance  
Date: May 6, 2016

### **Background/Summary**

Village Code provides for a limited number of liquor licenses that may be available for use. The number is set and cannot be changed unless by ordinance. The Village has an application for a wine bar to go into the vacant place next to Wolf's Head Inn. They are also seeking a gaming license.

Once the ordinance is approved, the Village President may grant the license to the applicant.

The necessary background checks as to the applicant have been successfully completed.

### **Fiscal Impact**

The Village will receive tax revenue and license revenue from the liquor license holder. The license fee alone is \$2,600 per year. Sales taxes are unknown, but typically are several thousand dollars annually. It is not known the impact that this establishment will have on the neighboring restaurant.

### **Recommendation:**

It is recommended that the Board approve the ordinance and that the Liquor Commissioner grant the requested license.

### **Action Required by the Board**

The Board will need to approve an ordinance creating the additional liquor license

To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: Gaming Facility Ordinance  
Date: May 6, 2016

**Background/Summary**

The Village has received a request from the Cardinal Group to open a gaming (up to 5 machines) facility as part of their establishment (see above).

**Fiscal Impact**

The Village receives about \$33,000 per year from its two gaming establishments. It is not known the impact that this facility will have on Wolf's Head Inn. However, it should have a net positive result to the Village.

**Recommendation:**

It is recommended that the Board approve the ordinance and that the Mayor grant the requested license.

**Action Required by the Board**

The Board will need to approve an ordinance creating the additional liquor license

I recommend that a single discussion/ take place with the liquor license application. The Cardinal Restaurant Group will be on hand for a presentation and to answer any questions that you might have.

Memo

To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: Appropriation Ordinance  
Date: May 6, 2016

### **Background/Summary**

At the meeting last month, the Village held the public hearing on the appropriation ordinance. The law allows for changes to the ordinance once the public hearing was held.

I made the following changes to the appropriation.

I cleaned up duplicate entries to avoid any possible confusion. I also added carryover funds for the completion of the repair to well #3 that was not completed last fiscal year. I also did the same for software improvements to the water meter reading/billing program.

**These are the extent of the changes.**

### **Fiscal Impact**

The changes to the appropriation ordinance do not impact the overall spending of the Village nor the expected fund balance.

### **Recommendation:**

By law, the Board must pass the appropriation ordinance in the first quarter of the new fiscal year. Since the ordinance is ready, I recommend its approval and filing as necessary.

### **Action Required by the Board**

The Board will need to approve an ordinance approving the ordinance and authorizing the Mayor, Clerk, and Administrator Clerk to sign such documents as necessary.

To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: Zoning Text Amendment  
Date: May 6, 2016

### **Background/Summary**

A resident is requesting consideration to change what we allow as a limit to our zoning variances regarding lot sizes from 90% to 75%. As of this moment, our zoning requirements for R-1 (our most restrictive zoning classification requires 20,000 square foot lots with an allowable variance of up to 2,000 square feet for a reduced lot size of 18,000 square feet. The petitioner would like the zoning code changed to allow for 15,000 square foot lots.

This change could impact the nature of the Village with regards lot size.

### **Fiscal Impact**

A change to allow this would allow for a few (less than 6 or so) homes to be constructed in the Village with vacant land available in the R-1 zoning category.

It would add slightly to our tax base and would have one time revenue generation in the form of building permit fees.

### **Recommendation:**

In the light of transparency and allowing for due process, I recommend that the Board vote to send this to the Planning and Zoning Commission for a public hearing/review and consideration. If affirmed by the Commission, it will come back to the Village Board for approval or denial. If approved, the petitioner may apply to the Planning and Zoning Commission for a variance, which will then go to the Village Board for approval/denial.

Although this action may not reduce the threat of any lawsuit because somebody does not believe that we are treating them correctly, it will say that we take zoning matters seriously and that we do not act in a capricious manner.

By sending it to the Planning and Zoning Commission, they will be able to determine without a doubt the history of variances in the Village and the impact of this request.

### **Action Required by the Board**

The Board will need to approve a motion to refer this matter to the Planning and Zoning Commission for public hearing and consideration.

To: Mayor Hinshaw and Board of Trustees  
From: John J. DuRocher, Village Administrator  
Subject: Resolution Allowing for an Employment Agreement with the New Chief of Police  
Date: May 5, 2016

**Background/Summary**

**I will prepare the associated resolution for this on Monday.**

Attached is the final contract between the Village and the new Chief of Police-Robert G. Cervenka. The Contract was prepared by Attorney Brankin and myself.

Mr. Cervenka has been vetted by myself and an outside reference service.

**Fiscal Impact**

Funds to pay the new Chief are included in the new budget/appropriation.

**Recommendation:**

I recommend approval of the agreement with an effective start date of May 16, 2016.

**Action Required by the Board**

The Board will need to approve the resolution and attached employment contract and authorizing the Mayor and Clerk to sign such documents as necessary.

ORDINANCE NO. 2016-09

AN ORDINANCE AMENDING SCHEDULE B OF SECTION 5.08.050 ENTITLED  
“NUMBER OF LICENSES” OF CHAPTER 5.08 ENTITLED “ALCOHOLIC LIQUOR  
SALES” OF THE INDIAN HEAD PARK MUNICIPAL CODE

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 12<sup>th</sup>  
DAY OF MAY 2016

Published in pamphlet form by Authority of  
the Corporate Authorities of the Village of  
Indian Head Park, Illinois, the 12<sup>th</sup> day of  
May 2016

ORDINANCE NO. 2016-09

AN ORDINANCE AMENDING SCHEDULE B OF SECTION 5.08.050 ENTITLED  
“NUMBER OF LICENSES” OF CHAPTER 5.08 ENTITLED “ALCOHOLIC LIQUOR  
SALES” OF THE INDIAN HEAD PARK MUNICIPAL CODE

WHEREAS, the Twenty-First Amendment to the United States Constitution confers to the states the authority to regulate and prohibit the use of alcoholic liquors;

WHEREAS, Section 11-20-2 of the Illinois Municipal Code, 65 ILCS 5/11-20-20 and Section 4-1 of the Liquor Control Act, 235 ILCS 5/4-1, authorize the corporate authorities of the Village of Indian Head Park to regulate the retail sale of alcoholic beverages within the Village, including, but not limited to, the number, kind and classification of licenses for the sale of retail alcoholic liquor;

WHEREAS, pursuant to the authority conferred by the State of Illinois, the Village of Indian Head Park has promulgated Chapter 5.08 of the Indian Head Park Municipal Code, regulating the sale of alcoholic liquor within the Village and providing for the issuance of licenses authorizing the sale of liquor within the Village subject to certain restrictions;

WHEREAS, Section 5.08.030 of the Indian Head Park Municipal Code provides that licenses for the sale of alcoholic liquor within the Village are to be divided into certain classes, including, but not limited to, Class “AAA” licenses which authorize the retail sale of beer and liquor only for consumption on the premises;

WHEREAS, Section 5.08.050 of the Village Code provides that the number of licenses issued by the local liquor control commissioner shall be limited as set forth in

Schedule B attached to Chapter 5.08, to be amended only by ordinance passed by a majority vote of the corporate authorities of the Village,

WHEREAS, the Village of Indian Head Park has received an Application for Liquor License for a Class “AAA” license from Cardinal Restaurant Group, LLC doing business as Blondies,

WHEREAS, Schedule B attached to Chapter 5.08 currently provides for three (3) Class “AAA” liquor license; and

WHEREAS, the corporate authorities have determined that it is in the best interests of the Village to amend Schedule B of Section 5.08.050 to provide for one (1) additional Class “AAA” license to be available in the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Indian Head Park, Illinois, as follows:

Section 1. The foregoing facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance as if fully set forth herein.

Section 2. Schedule B referenced in Section 5.08.050 entitled “Number of Licenses,” of Chapter 5.08 entitled “Alcoholic Liquor Sales” of Title 5 entitled “Business Licenses and Regulations” of the Indian Head Park Municipal Code, as amended, is hereby further amended to read as follows:

Schedule B

Class "AAA" Licenses 4  
Class "AA" Licenses 0  
Class "A" Licenses 0  
Class "BB" Licenses 3  
Class "B" Licenses 2  
Class "C" Licenses 0  
Class "D" Licenses at the discretion of the local liquor control commissioner  
Class "E" Licenses 4

Section 3. This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 12<sup>th</sup> day of May 2016, pursuant to a roll call vote as follows: AYES:

\_\_\_\_\_

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

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

ABSTENTION: \_\_\_\_\_

APPROVED by me this 12<sup>th</sup> day of May 2016.

Tom Hinshaw, President of the  
Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form this  
12<sup>th</sup> day of May 2016.

Laurie Sheer  
Village Clerk  
Village of Indian Head Park, Cook County,  
Illinois

**ORDINANCE NO. 2016-10**

AN ORDINANCE AMENDING THE PROVISIONS OF TITLE 5 (BUSINESS, LICENSES AND REGULATIONS); CHAPTER 5.24 (VIDEO GAMING); SUBCHAPTER 5.24.220 (NUMBER OF LICENSES) OF THE CODE OF INDIAN HEAD PARK TO INCREASE THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES (CARDINAL RESTAURANT GROUP LLC D/B/A BLONDIES)

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE  
12<sup>TH</sup> DAY OF MAY 2016

Published in pamphlet form by authority  
of the Corporate Authorities of Indian  
Head Park, Illinois, the 12<sup>th</sup> day of May  
2016

**ORDINANCE NO. 2016 -10**

**AN ORDINANCE AMENDING THE PROVISIONS OF TITLE 5 (BUSINESS, LICENSES AND REGULATIONS); CHAPTER 5.24 (VIDEO GAMING); SUBCHAPTER 5.24.220 (NUMBER OF LICENSES) OF THE CODE OF INDIAN HEAD PARK TO INCREASE THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES CARDINAL RESTAURANT GROUP LLC D/B/A BLONDIES**

WHEREAS, the Illinois General Assembly enacted the Video Gaming Act (230 ILCS 40/1 *et seq.*) which authorizes video gaming in certain licensed establishments;

WHEREAS, Section 27 of the Video Gaming Act (230 ILCS 40/27) authorizes the Village of Indian Head Park (the “Village”) to prohibit video gaming within the corporate limits of the Village and implied within such authorization is the authority to limit, license and regulate video gaming within the corporate limits of the Village;

WHEREAS, the Village is authorized by Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) to establish regulations and restrictions upon the issuance of and operations under local licenses for sale at retail of alcoholic liquor not inconsistent with the Illinois Liquor Control Act as the public good and convenience may require;

WHEREAS, the Village is authorized by Section 11-5-1 of the Municipal Code (65 ILCS 5/11-5-1) to suppress gaming and gambling houses;

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the Village to regulate, consistent with the Video Gaming Act (230 ILCS 40/1 *et seq.*), the operation of video gaming terminals within the Village;

WHEREAS, Section 5.24.220(A) of the Code of Indian Head Park establishes the number of Video Gaming Location Licenses; and such number may, from time to time, be increased by formal action of the Village Board of Trustees to make available for the Liquor Commissioner to consider granting a Video Gaming Location License for a new and deserving business enterprise which seeks a Video Gaming Location License;

WHEREAS, Section 5.24.220(B) of the Code of Indian Head Park establishes the number of Video Gaming Terminal Licenses; and such number may, from time to time, be increased by formal action of the Board of Trustees to make available for the Liquor Commissioner to consider granting a Video Gaming Terminal License for a new and deserving business enterprise which seeks a Video Gaming Terminal License; and

WHEREAS, the Board of Trustees has determined that it is desirable to increase the maximum number of Video Gaming Location Licenses and increase the maximum number of Video Gaming Terminal Licenses to enable the Liquor Commissioner to consider issuing a Video Gaming Location License to Cardinal Restaurant Group d/b/a Blondies located at 6935 Joliet Road, Indian Head Park, Illinois,

and Video Gaming Terminal Licenses to authorize the installation and use of video gaming devices at that location and to encourage increased general economic activity and tourism within the Village;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Board of Trustees of the Village of Indian Head Park, Cook County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Section 5.24.220 entitled “Number of Licenses” of the Village of Indian Head Park Code of Ordinances, shall be amended to read as follows:

(A) The total number of Video Gaming Location Licenses issued under this chapter article shall not exceed three (3).

(B) The total number of Video Gaming Terminal Licenses for Video Gaming Terminals issued under this chapter article shall not exceed 15.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 4. This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 12<sup>th</sup> day of May 2016, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 12<sup>th</sup> day of May 2016

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Tom Hinshaw, President of the Village of Indian Head Park, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form.

**ORDINANCE NO. 2016-11**

**AN ORDINANCE MAKING APPROPRIATIONS FOR GENERAL CORPORATE  
AND FOR SPECIAL PURPOSES FOR**

**THE VILLAGE OF INDIAN HEAD PARK COOK  
COUNTY, ILLINOIS**

**FOR THE FISCAL YEAR BEGINNING**

**MAY 1, 2016 AND ENDING APRIL 30, 2017**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF INDIAN HEAD PARK, COOK COUNTY, ILLINOIS,**

**AS FOLLOWS:**

That the following sums of money, or as much thereof as may be needed or deemed necessary to defray all expenses and liabilities of the Village of Indian Head Park, Cook County, Illinois, or so much thereof as may be authorized by law, be and the same are hereby appropriated for the objects and purposes of said Village, as hereinafter specified, for the fiscal year commencing on the 1<sup>st</sup> day of May 2016 and ending on the 30<sup>th</sup> day of April 2017:

SECTION 1: PRESIDENT AND VILLAGE BOARD

11-6102-000	Regular Salaries	\$00.00
11-6108-000	Recording Secretary	\$00.00
Total Personnel Services		\$00.00
Outside Services		
11 -6243-000	Meeting/Conference/Training	\$6,250
11-6245-000	Membership Fees	\$20,000
11-6247-000	Miscellaneous Expenses	\$313
Total Outside Services		\$26,563
Capital Outlay		
11 -6426-000	Furniture/Equipment	\$3,000
TOTAL PRESIDENT and VILLAGE BOARD		\$29,563

Section 2

Administration

Personnel Services

21-6102-000	Regular Salaries	\$255,544
21-6104-001	Overtime	\$938
21-6104-002	Pay Raise Pool	\$3,750
21-6104-003	Social Sec./Medicare	\$19,549
21-6104-004	Pension Related	\$50,243
21-6104-005	Benefits	\$30,185
21 -6106-000	Smoke Signals Salaries	\$00.00
TOTAL PERSONNEL SERVICES		\$360,209

Outside Services

21-6210-000	Budget Preparation	\$00.00
21 -6215-000	Codification	\$13,125
21-6216-000	Website Redesign	\$10,875
21-6230-000	Equipment Maintenance	\$2,875
21-6243-000	Meetings/Conferences/Training	\$6,250
21-6245-000	Membership Fees	\$3,750
21-6247-000	Miscellaneous Expenses	\$625
21-6250-000	Postage	\$1,500

21-6252-108	Professional Services/Consultant	\$1,875
21 -6252-109	Professional Services/Data Processing	\$16,250
21 -6252-111	Insurance Allocation	\$6,438
21-6252-110	Professional Services/I.T. Consulting	\$10,000
21-6254-000	Publications - Legal Notices	\$1,250
TOTAL OUTSIDE SERVICES		\$74,813

Materials And Supplies

21-6304-000	Administration Expense	\$00.00
21 -6338-000	Office Supplies	\$5,625
21-6342-000	Periodicals	\$375
21-6350-000	Vehicle Licenses/Decals	\$4,750
TOTAL MATERIALS And SUPPLIES		\$10,750

Capital Outlay

21 -6410-000	Computer Software	\$625
21-6426-000	Office Equipment	\$1,250
TOTAL CAPITAL OUTLAY		\$1,875

TOTAL ADMINISTRATION

Section 3

Public Works

Personnel Services

31-6102-000	Regular Salaries	\$65,682
31-6104-000	Overtime	\$6,719
31-6104-001	Pay Raise Pool	\$1,250
31-6104-002	Social Security/Medicare	\$5,539
31-6104-003	Pension	\$8,833
31-6104-004	Medical/Other Benefits	\$19,425
31-6112-000	Temporary Salaries	\$00.00

TOTAL PERSONNEL SERVICES		\$107,448
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Outside Services

31-6221-000	Drainage Maintenance	\$6,250
31-6224-000	Street Light Maintenance	\$6,250
31 -6228-000	Rentals/Equipment	\$3,750
31 -6230-000	Vehicles/Equipment Maintenance	\$18,750
31-6243-000	Meetings/Conferences/Workshops	\$1,250
31-6245-000	Membership Fees	\$688
31-6247-000	Miscellaneous Expenses	\$313
31-6250-000	Postage	\$250

31 -6252-112	Engineering - General	\$22,500
31 -6252-113	Engineering - Developer/Prop. Owner	\$1,875
31 -6252-117	Landscape Removal	\$3,125
31-6252-131	Tree Consultant	\$3,750
31-6265-000	Streets & Parkways Maintenance	\$5,000
31-6272-000	Storm Sewers Maintenance	\$25,000
31-6273-000	Communications	\$4,375
	Liability Insurance Allocation	\$9,656
31-6275-000	Tree Maintenance	\$18,750
31-6317-000	Utility Expense	\$10,750
TOTAL OUTSIDE SERVICES		\$142,282

Materials/Supplies

31 -6308-000	Uniforms	\$1,250
31-6316-000	Gas/Oil	\$12,231
31-6322-000	Drainage	\$4,375
31-6328-100	Storm Sewer	\$1,250
31-6330-000	Streets	\$5,000
31-6332-000	Vehicle/Equipment	\$6,875
31-6338-000	Office Supplies	\$2,188
31-6345-000	Safety Equipment	\$2,188
31-6346-000	Tools And Hardware	\$1,250
31-6348-000	Tree Program	\$625
TOTAL MATERIALS And SUPPLIES		\$37,232

Capital

31-6414-000	Storm Sewer	\$25,000
31-6426-000	Office Equipment	\$1,250
31-6438-0000	Vehicle/Other	\$44,206
		\$70,456

Grand Total		\$357,418
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Section 4

Police

Personnel Services

41-6102-000	Regular Salaries	\$1,051,709
41-6104-000	Overtime	\$96,125
41-6104-001	Pay Raise Pool	\$2,500
41-6104-002	Social Security/Medicare	\$88,001
41-6104-003	Pension	\$113,558
41-6104-004	Medical	\$164,253
41-6114-000	Lyons Township Hireback	\$ 00.00

TOTAL PERSONNEL SERVICES \$1,516,146

Outside Service

41-6202-000	Cen. Disp. Assessment	\$99,720
41-6230-000	Vehicle/Equipment Maintenance	\$22,000
41-6243-000	Meetings/Conferences/Training	\$31,250
41 -6245-000	Membership Fees	\$2,750
41-6246-000	Lexipol Policy/Procedure Manual	\$3,063
41-6247-000	Miscellaneous Expenses	\$625
41-6248-000	Computer Software- CAPERS	\$15,000
41 -6250-000	Postage	\$625
41-6248-001	IT Consultant	\$10,000
41-6248-002	Liability Insurance Allocation	\$32,188
41 -6252-103	Animal Control	\$313
41-6273-000	Communications	\$12,231

TOTAL OUTSIDE SERVICES \$229,764

Materials And Supplies

41-6308-000	Uniforms	\$16,250
41-6316-000	Gas/Oil	\$24,650
41-6332-000	Equipment Maintenance	\$938
41-6338-000	Office Supplies	\$3,125
41-6345-000	Safety Equipment	\$3,750

TOTAL MATERIALS And SUPPLIES \$48,713

Capital

41-6426-000	Office/ Computer Equipment	\$5,000
41-6438-000	Vehicles/Other Equipment	\$25,000

TOTAL CAPITAL OUTLAY \$30,000

TOTAL POLICE \$1,824,622

Section 5

Building And Grounds

Outside Services

51-6234-000	Maint/Improvements-PW Facility	\$8,125
51-6239-000	Maint/Improvements-Heritage Ctr	\$3,750
51-6249-000	Maint/Improvements -Munic Fac/PD	\$23,125
51-6251-000	Custodial Services	\$17,500
TOTAL OUTSIDE SERVICES		\$52,500

Material/Supplies

51-6314-000	South Works Facility	\$2,500
51-6318-000	Landscape Supplies	\$2,500
51-6336-000	Municipal Facility/Police Department	\$3,750
51-6337-000	Kelli's Playground/Sacajawea Park	\$3,750
51-6338-000	Heritage Center	\$625
51-6339-000	Arrowhead Memorial Pointe	\$00.00
TOTAL MATERIALS And SUPPLIES		\$13,125

Capital

51-6404-000	Sealcoat/Restripe Municipal Facility Lot	\$3,500
51-6406-000	Municipal Facility/Police Department	\$6,250
51-6427-000	Other Equipment	\$98,250
51-6448-000	Parks Improvements	
51-6604-000	Heritage Center Improvements	\$00.00
: TOTAL CAPITAL OUTLAY		\$108,000

TOTAL BUILDINGS And GROUND

\$173,625

Section 6

Building Department

Outside Svcs.

55-6252-106	Professional Services/Bldg. Insp.	\$28,750
55-6252-110	Professional Services/Electric Insp.	\$1,875
55-6252-111	Professional Services/Elevator Insp. Engineering	\$2,500
55-6252-121	Professional Services/Plan Reviews	\$12,500
55-6252-122	Professional Services/Plumbing Insp.	\$1,875

TOTAL OUTSIDE SERVICES

\$47,500

Section 7  
 Planning And Zoning

Personnel	\$00.00
Outside Services	\$1,250
Materials	\$313
Total Outside Services	\$1,563

Section 8

Police And Fire Commission

81-6102-000 Salaries

TOTAL PERSONNEL SERVICES \$00.00

Outside Services

81-6243-0000	Meetings/Conferences/Training	\$00.00
81-6245-000	Membership Fees	\$469
81-6252-118	Professional Services Legal	\$625
81-6252-130	Professional Services Testing	\$1,250
81-6254-0000	Publications/Legal Notices	\$625

TOTAL OUTSIDE SERVICES \$2,969

Materials And Supplies

81-6338-000 Office Supplies \$125

TOTAL MATERIALS And SUPPLIES \$125

TOTAL FIRE And POLICE COMMISSION \$3,094

Section 9

Other

92-6211-000	CATV Committee	\$625
92-6216-000	Community Relations	\$625
92-6217-000	Concerts In The Park	\$625
92-6226-000	Employee Relations	\$875
92-6236-000	Health And Life Insurance	\$00.00
92-6237-000	IMRF	\$00.00
92-6238-000	Social Security/FICA	\$00.00
92-6252-118	Legal Services	\$56,250
92-6252-123	Prosecutor	\$13,750
92-6267-000	Smoke Signals	\$5,000
92-6273-000	Communications	\$23,979
92-6274-000	Insurance Deductibles	\$9,375
92-6275-000	Insurance Premium	\$64,375
92-6276-000	Unemployment Insurance	\$3,125
92-6278-000	Audit Expense	\$15,625
92-6280-000	FOIA Response Costs	\$00.00
92-6664-000	Transfer To Capital Improvement Fund	\$00.00
92-6665-000	Transfer To Bond Fund	\$00.00
TOTAL OUTSIDE SERVICES		\$194,229

TOTAL GENERAL ACCOUNTS \$388,458

Section 10

Water Department Expenditures

Personnel Services

85-6102-000	Regular Salaries	\$173,066
85-6104-000	Overtime	\$13,438
85-6104-002	Social Security/Medicare	\$13,240
85-6104-003	Pension	\$20,618
85-6104-004	Medical/Other Benefits	\$41,104

TOTAL PERSONNEL SERVICES \$261,466

Outside Services

85-6228-000	Rentals - Equipment	\$938
85-6230-000	Vehicle/Equipment Maintenance	\$5,000
85-6243-000	Meetings/Conferences/Training	\$625
85-6245-000	Membership Fees	\$563

85-6247-000	Miscellaneous Expenses	\$250
85-6250-000	Postage	\$2,188
85-6252-112	Professional Services/Engineering	\$7,500
85-6252-116	Professional Services/Laboratory	\$5,000
85-6252-125	Professional Services/Reservoir Inspection	\$0.00
85-6256-000	Pump House Maintenance	\$7,500
85-6257-000	Pump Maintenance	\$3,125
New Line Item	Insurance Allocation	\$12,875
85-6273-000	Communications	\$4,750
85-6279-000	Water System Repair	\$75,000
85-6281-000	Well Maintenance	\$0.00
TOTAL OUTSIDE SERVICES		\$125,314

Materials And Supplies

85-6306-000	Chemicals/Lab Equipment	\$625
85-6308-000	Uniforms	\$1,250
85-6316-000	Gas/Oil	\$5,000
85-6317-000	Electricity/Gas	\$8,125
85-6324-000	Maintenance/Pump House	\$2,688
85-6332-000	Maintenance/Vehicles/Equipment	\$625
85-6334-000	Maintenance/Water System	\$15,000
85-6338-000	Office Supplies	\$1,563
85-6345-000	Safety Equipment	\$1,250
85-6346-000	Tools And Hardware	\$625
85-6352-000	Water Cost/Countryside	\$632,188
TOTAL MATERIALS And SUPPLIES		\$668,939

Capital Outlay

85-6418-000	Construction Water System	\$0.00
85-6420-000	Well Rehabilitation	\$60,000
85-6426-000	Office Equipment	\$1,250
85-6438-000	Vehicles/Other Equipment	\$13,069
TOTAL CAPITAL OUTLAY		\$74,319

TOTAL WATER \$1,130,038

Section 11

Personnel Services Sewer

90-6102-000	Regular Salaries	\$100,666
90-6104-000	Overtime	\$6,719
90-6104-002	Social Security/Medicare	\$7,701

90-6104-003	Pension	\$11,786
90-6104-004	Medical/Other Benefits	\$21,679

TOTAL PERSONNEL SERVICES \$148,550

Outside Services

90-6228-000	Rentals/Equipment	\$625
90-6230-000	Vehicles/Equipment	\$938
90-6243-000	Meetings/Conferences/Training	\$313
90-6247-000	Miscellaneous Expenses	\$125
90-6250-000	Postage	\$125
90-6251-000	Illinois EPA NPDES Fee	\$1,250
90-6252-112	Professional Services/Engineering	\$18,750
	Insurance Allocation	\$3,219
90-6252-125	Professional Services/Sewer Syst	\$18,750
90-6252-128	Professional Services/MWRD L&L Program	\$30,625

TOTAL OUTSIDE SERVICES \$74,720

Materials And Supplies

90-6316-000	Gas/Oil	\$375
90-6328-000	Sewer System	\$1,250
90-6332-000	Vehicles	\$125
90-6338-000	Office Supplies	\$250
90-6345-000	Safety Equipment	\$375
90-6346-000	Tools And Hardware	\$375

TOTAL MATERIALS And SUPPLIES \$2,750

Capital Outlay

90-6422-000	Maintenance/Sanitary Sewers	\$6,250
90-6426-000	Office Equipment	\$ -
90-6438-000	Vehicles/Other Equipment	\$13,069

TOTAL CAPITAL OUTLAY \$19,319

TOTAL SEWER \$245,339

Section 12

General Accounts

New	Interest-Loan From General Fund	\$3,750
92-6733-000	Depreciation/Build Reserves	\$117,500
92-6278-000	Audit Expense	\$15,625

TOTAL OUTSIDE SERVICES \$136,875

TOTAL OUTSIDE SERVICES	\$136,875
TOTAL WATER	\$1,130,038
TOTAL SEWER	\$245,338
WATER SEWER CAPITAL-Water Meter Program Includes Associated Software	\$437,500

TOTAL WATER And SEWER EXPENDITURES	\$1,949,752
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## ARTICLE TWO

### Special Purposes

#### Section 13

#### Motor Fuel Tax Fund

95-6247-000	Miscellaneous Expenses	\$250
95-6224-000	Street Light Electricity	\$25,750
95-6252-112	Engineering Consultants	\$1,250
95-6252-120	Road Management Software	\$1,875
95-6252-129	Snow Removal Labor	\$13,859
95-6252-130	Snow Removal Equipment Rental	\$12,500
95-6252-139	Parkway Maintenance Labor	\$24,390
95-6252-140	Parkway Maintenance Equipment Rental	\$5,000
95-6260-000	Road Maintenance/Contractual	\$18,750
95-6344-000	Salt	\$62,500
	TOTAL MFT	
	EXPENDITURES	\$166,124

#### Section 14

#### 2014 Bond Issue

95-6506-000	Road Bond Interest	\$85,399
95-6506-100	Road Bond Principal	\$181,250
	TOTAL EXPENDITURES	\$266,649

#### Section 15

#### E-911

#### Expenditures

95-6202-000	Central Dispatch Assessment	\$53,750
95-6204-000	AT&T Line Charges	\$5,625
95-6230-000	Equipment Maintenance	\$625

TOTAL E911 \$60,000

Section 16

Special Parks Fund

95-6264-000

SEASPAR Membership

\$30,568

To Fund The Village Of Indian Head Park's Share Of The Expenses To Provide For The Establishment, Maintenance, And Management Of Joint Recreational Programs For The Handicapped, As Provided For In 65 ILCS 5/11-95-14, In Addition To All Other Taxes As Prided By Law.

Total Special Parks Expenses

\$30,568

Section 17

BOND FUND 2009 Bonds Fund 53

To Pay for the expenses associated with the 2009 Bond Issue

\$196,468

Section 18

Capital Improvement Fund

95-660-000

Capital Projects Undesignated

\$250,000

95-6264-000

Former Bond Fund

\$166,120

Total Capital Improvement Fund

\$416,120

Section 19 IMRF

For The Illinois Municipal Retirement Fund There Is Hereby Appropriated A Tax In Addition To All Other Taxes Provided By Law.

TOTAL APPROPRIATION -  
SECTION 19

\$226,731

Section 20 Social Security/Medicare  
There Is Hereby Appropriated For The  
Cost Of Participation By The  
Municipality In The Federal Old Age  
And Survivors Insurance System In  
Addition To The Taxes Otherwise  
Imposed By Law

\$153,570

TOTAL APPROPRIATION -  
SECTION 20

\$153,570

SECTION 21: AUDIT

There Is Hereby Appropriated For The  
Annual Audit In Addition To All Other  
Taxes Provided By Law

\$40,689

TOTAL APPROPRIATION -  
SECTION 21

\$40,689

SECTION 22: GENERAL LIABILITY INSURANCE

For The General Liability Insurance  
Costs There Is Hereby Appropriated A  
Tax In Addition To All Other Taxes  
Provided By Law

\$20,938

TOTAL APPROPRIATION -  
SECTION 22

\$20,938

TOTAL APPROPRIATION FOR SPECIAL SERVICES \$1,577,857

SUMMARY  
APPROPRIATED FOR CORPORATE PURPOSES \$3,079,263

APPROPRIATED FOR SPECIAL PURPOSES  
TOTAL APPROPRIATION FOR SPECIAL PURPOSES \$1,577,857

TOTAL SPECIAL AND CORPORATE SERVICES \$6,606,872

SECTION 2: That the appropriations herein made for any purpose shall be regarded only as maximum amounts to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation, or liability of the Village of Indian Head Park, and each such appropriation shall be subject to further approval as to the expenditure thereof by the corporate authorities of said Village.

SECTION 3: That the unexpended balance of any appropriation for the fiscal years prior hereto be and the same is hereby specifically reappropriated for the same general purposes for which they were originally made and may be expended in making up any insufficiency in any item or items provided in this Appropriation Ordinance.

SECTION 4: That if any item, or portion thereof, of this Ordinance is for any reason held invalid, such invalidity shall not affect the remaining portion of such item or the remaining portions of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

Presented this 12th day of May 2016

AYES:

NAYES:

ABSENT:

Approved this 12<sup>th</sup> day of May 2016

ATTEST:

Village Clerk

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President, Village of Indian Head Park  
Cook County, Illinois

## Certification Estimate of Revenues by Source Village of Indian Head Park

The undersigned, Chief Fiscal Officer of the Village of Indian Head Park, Cook County, Illinois, does hereby certify that the estimate of revenues by source, and anticipated to be received by source, and anticipated to be received by said taxing district, is either set forth in said ordinance as “revenues” or attached hereto by separate document and is a true statement of said estimate.

This certification is made and filed pursuant to the requirements of Public Act 88-455 (35ILCS 200/18-50) and on behalf of the Village of Indian Head Park, Cook County, Illinois. This certification must be filed with the County Clerk within thirty (30) days after the adoption of the Appropriations Ordinance.

Dated this 12<sup>th</sup> day of May 2016.

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John J. DuRocher, Village Administrator Chief  
Administrative Officer

(Corporate Seal)

*Certification of Appropriations Ordinance Village of Indian Head*

*Park*

The undersigned, duly elected, qualified Clerk of the Village of Indian Head Park, Cook County, Illinois, does hereby certify that the attached hereto is a true and correct copy of the Appropriations Ordinance of said Village for the fiscal year beginning May 1, 2016, and ending April 30, 2017, as adopted on May 12, 2016.

This certification is made and filed pursuant to the requirements of Public Act 88-455 (35ILCS 200/18-50) and on behalf of the Village of Indian Head Park, Cook County, Illinois. This certification must be filed with the County Clerk within thirty (30) days after the adoption of the Appropriations Ordinance.

Dated this 12<sup>th</sup> day of May 2016.

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Laurie Scheer, Village Clerk

(Corporate Seal)

# **AGREEMENT FOR TERMS, CONDITIONS, AND BENEFITS OF EMPLOYMENT**

This Agreement made and entered into this 12<sup>th</sup> day of May, 2016, by and between the Village of Indian Head Park, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities of the Village"), and Robert G. Cervenka (hereinafter called "EMPLOYEE"), both parties agreeing, as follows:

WHEREAS, the EMPLOYER desires to employ the services of the EMPLOYEE as Chief of Police of the Village of Indian Head Park in accordance with the provisions of Chapter 2.16 of the Indian Head Park Municipal Code, as amended, and this Employment Agreement; and

WHEREAS, the EMPLOYEE desires to be employed as Chief of Police of the Village of Indian Head Park in accordance with the provisions of Chapter 2.16 of the Indian Head Park Municipal Code, as amended, and this Employment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the payment of money, and the making of the mutual covenants and promises set forth below, the receipt and sufficiency of which is acknowledged, the parties agree, as follows:

1. **INCORPORATION OF RECITALS.** Each of the foregoing recitals are incorporated by reference into this Section 1 as substantive terms of this Agreement.
2. **EMPLOYMENT AND DUTIES.** The EMPLOYER and EMPLOYEE agree to the continued employment of the EMPLOYEE, who will serve as the duly appointed Chief of Police, in the position of Chief of Police of the Village of Indian Head Park under the terms, conditions and provisions set forth in Chapter 2.16 of the Indian Head Park Municipal Code, as amended and this Employment Agreement. The EMPLOYEE agrees that the term "employee benefits" does not include the right to receive progressive discipline prior to his discharge and he waives any and all claims to a contract right of employment having been created by the current or any past versions of the EMPLOYER'S Personnel Manual.
3. **TERM.** This Agreement and the term of office of the Chief of Police shall be for an indefinite term not to exceed the term of the current Village President, provided, however, that the term of office of the Chief of Police may be terminated at any time by the Village President. This Agreement shall become effective only after an appropriation therefore has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The Village shall give the Chief of Police notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding. This Agreement shall remain in full force and effect until terminated by the Village or the Chief of Police as provided herein.
4. The EMPLOYEE acknowledges that in the position of Chief of Police he shall serve at the pleasure of the Corporate Authorities of the Village, subject to the appointment and

ratification provisions of Chapter 2.16 of the Indian Head Park Municipal Code. Further, the EMPLOYER and EMPLOYEE acknowledge that the appointment relationship will be one of employment-at-will, and notwithstanding anything to the contrary set forth in this Agreement, in the Village's Municipal Code, as amended, the EMPLOYER may terminate the appointment of the EMPLOYEE at any time and for any reason, with or without Cause (as such term is defined below), subject to the EMPLOYER'S obligations set forth in this Agreement. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to terminate his employment with the EMPLOYER by resigning at any time from his position as Chief of Police, subject only to the provisions herein. In the event of such resignation, the EMPLOYEE shall not be entitled to receive the severance pay provided for in this Agreement.

5. NOTICE OF REMOVAL FROM OFFICE

a) For Cause. If the Employee is removed from office or his employment is otherwise terminated for cause, the Village shall provide the Employee with written notice of the termination of his employment, which notice will specifically identify the areas for cause for termination. "Cause" as used in this Agreement shall mean (I) the commission by the Employee of a felony or crime involving moral turpitude, or any other act which may cause harm to the Village's standing and reputation; (ii) a breach by the Employee of any of the provisions of this Agreement; (iii) a breach of the Employee's duty of loyalty to the Village; (iv) any act of insubordination; (v) any act of dishonesty or fraud with respect to the Village; (vi) the failure of the Employee to perform his duties to the Village in any material respect after written notice thereof from the Village (which notice will specifically identify the areas for cause for termination and identify actions required to be taken by the Employee to rectify the alleged cause); and (vii) the Employee's failure to rectify such cause continues for a period of ten (10) days after such notice.

b) Without Cause. If the Employee is removed from office or his employment is otherwise terminated other than for cause within the six (6) months from the Employee's commencement of employment under this Agreement, the Village shall provide the Employee with thirty (30) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Employee his base salary and accrued employment benefits for such in lieu of such notice as severance pay. If the Employee is removed from office or his employment is otherwise terminated other than by disability or resignation after six (6) months, but prior to twelve (12) months, from the Employee's commencement of employment under this Agreement, the Village shall provide the Employee with sixty (60) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Employee his base salary and accrued employment benefits for such in lieu of such notice as severance pay. If the Employee is removed from office or his employment is otherwise terminated other than by disability or resignation after twelve (12) months from the Employee's commencement of employment under this Agreement, the Village shall provide the Employee with one hundred eighty (180) days' written notice of the termination of his employment, provided, however, that the Village shall have the option to pay the Employee his base salary and accrued employment benefits for such in lieu of such notice as severance pay.

6. RESIGNATION. In the event that the Employee voluntarily resigns his position with the Village, the Employee shall provide a minimum of ninety (90) days' notice unless the Village and the Employee otherwise agree.

7. **TERMINATION WITH CAUSE OR RESIGNATION.** In the event the EMPLOYEE is terminated with Cause or Resigns, the EMPLOYEE will not receive severance pay or other benefits described in paragraph 5 above. EMPLOYEE will, however, be entitled to receive all accrued benefits, vacation time, and other benefits routinely available under the Village's Personnel Manual. Accumulated sick time is specifically excluded. In addition thereto, EMPLOYEE shall further receive all COBRA insurance continuation rights and other benefits provided for by state or federal law.
8. **DISABILITY.** If the Employee should become permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury or mental incapacity for a period of thirty (30) days, the Village President shall have the option to remove the Employee from office and to terminate this Agreement by written notice to the Employee.
9. **COMPENSATION.** The Village shall pay the Employee an annual base salary of \$52,740 plus \$7,260 IMRF contribution payable in installments at the same time as other employees of the Village are paid. In addition, the Village agrees to adjust the base salary and/or other benefits of the Employee in such amounts and to such extent as the corporate authorities may determine that it is desirable to do so on the basis of any initial or annual salary review of the Employee made at the time of the performance evaluation specified in Section 14.
10. **AUTOMOBILE USAGE.** The Chief of Police shall have a squad car made available to him during his normal working hours. This is not to be considered a "take home" vehicle.
11. **UNIFORM ALLOWANCE.** The Chief of Police shall receive an initial annual clothing allowance of \$750 and then an annual clothing allowance of \$500 thereafter to be used during the calendar year with no rollover.
12. **CELL PHONE.** The Employee shall receive a cell phone paid for by the Village for business use. Personal use is allowed and shall be considered to be a *de minimis* benefit for taxation purposes.
13. **GOAL SETTING.** Within ninety (90) days of execution of this agreement, the EMPLOYER and the EMPLOYEE shall mutually agree to written goals and milestones for further professional achievement by the EMPLOYEE.
14. **EVALUATION.** The EMPLOYER agrees that by February 1<sup>st</sup> of each year, it shall conduct a formal review of the EMPLOYEE'S performance and salary and benefit package. These annual reviews will be conducted at a mutually agreeable time each year. The formal annual salary review will be in accordance with specific criteria developed jointly by the Administrator and the EMPLOYEE. In consultation with the EMPLOYEE, such criteria may be amended or altered from time to time as the Administrator deems appropriate. The review shall be conducted primarily by the Administrator, who may additionally seek input from the Village President and any or all of the Trustees. The Administrator shall provide the EMPLOYEE with a written summary statement of the finding of the evaluation and provide an adequate opportunity for the EMPLOYEE to discuss his evaluation with the Village Board. The Administrator may recommend that the Village Board adjust the EMPLOYEE'S base

salary and other financial benefits in accordance with the results of the formal review effective to May 1<sup>st</sup> of each year subject to funding by the Village.

15. **RESIDENCY AND RELOCATION EXPENSES.** The EMPLOYEE is hereby excused from relocating his personal residence to the Village of Indian Head Park.
16. **VACATION.** The EMPLOYEE'S annual vacation benefit effective as of the effective date of this contract shall start with 15 days in the bank with a monthly accrual rate of 3 weeks annually. EMPLOYEE will begin accrual of vacation leave as if starting the 5<sup>th</sup> year of service according to the policy manual and then accrue according to the policy manual thereafter. The EMPLOYEE will accrue sick leave at the same rate as other Village employees.
17. **HEALTH AND LIFE INSURANCE.** The EMPLOYEE declines this benefit. In the future, either through the open enrollment period or through an eligible event, the Employee may/will receive health and life insurance benefits as well as any related benefits (dental, Section 125 plan, etc.) at his own expense.
18. **PROFESSIONAL DEVELOPMENT.** The EMPLOYER will pay for the EMPLOYEE'S membership in local, state and national associations which further EMPLOYEE'S professional development, as approved by the Employee. The EMPLOYEE will be entitled to attend various professional development programs, as requested by the Employee, at the EMPLOYER'S expense and will receive tuition reimbursement per the Village of Indian Head Park Personnel Policy Manual subject to availability of funding.
19. **GENERAL EXPENSES.** The EMPLOYER recognizes that from time to time, certain job related expenses are or may be incurred by the EMPLOYEE and agrees to pay or reimburse such reasonable and necessary expenses as approved by the Employer in its sole discretion.
20. **INDEMNIFICATION.** The EMPLOYER shall defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of and alleged to have occurred in the scope of EMPLOYEE'S employment. It is agreed that it is against recognized public policy and that there is no obligation for the EMPLOYER to pay for punitive damages assessed against the EMPLOYEE, or any damages, claim or sum for any act or omission alleged to have occurred outside the scope of the EMPLOYEE'S employment with the Village. The Village shall have the right to compromise and settle any claim or suit.
21. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The EMPLOYER may establish other terms and conditions of employment relating to the EMPLOYEE, provided that such terms and conditions are not in conflict with this Agreement, Village Ordinances, or any other laws. All Village holidays and personal days shall apply to EMPLOYEE. The EMPLOYER shall not at any time reduce the salary, compensation or other financial benefits of the EMPLOYEE, except to the degree of

such a reduction across-the-board for all employees of the Village. The EMPLOYEE shall further be entitled salary increases at the discretion of the Village.

22. RETURN OF EMPLOYER'S PROPERTY. Upon EMPLOYEE'S termination, EMPLOYEE shall immediately deliver to the EMPLOYER all correspondence, letters, e-mails, computer disks or stored information, passwords, passcodes, electronic keys, dongles, manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones owned by the Village, beepers, ID's, badges, other business-related equipment, Village-owned automobiles, checks, petty cash, and all other material and records of any kind belonging to or relating to EMPLOYER that are in possession or control of EMPLOYEE.
23. TAXES. All salary, benefits, reimbursements and any other payments to EMPLOYEE under this Agreement shall be subject to all applicable payroll and withholding taxes and deduction required by any law, rule or regulation of Federal, Illinois or local authority. The EMPLOYEE agrees that he shall be responsible for the payment of his share of any such required Federal, Illinois or local taxes.
24. CONFIDENTIALITY. The Employee shall hold in a fiduciary capacity for the benefit of the Village all information, knowledge or data of the Village, its business, and its operations, obtained by the Employee during his employment, which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public. The Employee shall not disclose or make use of, for his own benefit, for the benefit of another or for the benefit of any entity any confidential information, knowledge or data of the Village, its business or its operations which is not subject to disclosure under the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1-11 *et seq.*) and which is not generally known to the public.
25. CERTIFICATIONS. The Employee shall submit to the Village a certification, attached hereto as Exhibit "D" that the Employee:
  - i) Is not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
  - ii) Is not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1; Certifies that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Employee in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;
  - iii) Has not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Employee in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act;

- iv) Is not a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that he is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person;
- v) Is not, directly or indirectly, engaged in, and is not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- vi) Is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that he is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

26. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The Village, upon mutual agreement with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village's Code of Ordinances or any other state or federal law.

27. **GENERAL PROVISIONS.**

A. **Certificate of Appointment.** The Certificate of Appointment of the Employee as Employee of the Village is attached hereto as Exhibit "A" and made a part hereof.

B. **Oath of Office.** The Oath of Office of the Employee as the Employee of the Village is attached hereto as Exhibit "B" and made a part hereof.

C. **Warrant of Commission.** The Warrant of Commission of the Employee as the Employee of the Village is attached hereto as Exhibit "C" and made a part hereof.

28. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties concerning the EMPLOYEE'S employment with the EMPLOYER and supersedes all prior negotiations, discussions, understandings and agreements, whether written or oral, between EMPLOYEE and EMPLOYER relating to the subject matter of this Agreement. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by

EMPLOYEE and the EMPLOYER.

29. SEVERABILITY. If any provision of this Agreement or the application of any such provision to any party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
30. ASSIGNMENT. This Agreement is a personal contract, and the rights and interest that the Agreement accords to EMPLOYEE may not be sold, transferred, assigned, pledged, encumbered, or hypothecated by him. This Agreement shall be binding upon, and inure to the benefit of, EMPLOYEE, his heirs, executors, administrators, representatives, successors, transferees, and assigns, and the EMPLOYER and its former, current and future elected and appointed officers, officials, trustees, employees, agents, transferees, assigns, and successors-in-interest.
31. NOTICES. All notices, demands or other communications of any kind to be given or delivered under this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered by hand, (b) delivered by a nationally recognized overnight courier service, (c) sent by registered or certified United States Mail, return receipt requested and first class postage prepaid, or (d) facsimile transmission followed by a transmission confirmation copy being sent by U.S. Mail on the same day. Such communications shall be sent to the parties at their respective addresses as follows:

If to EMPLOYEE:           ROBERT G. CERVENKA, 14216 Oldham Road, Orland Park, Illinois 60467

If to EMPLOYER:           Village Administrator, Village of Indian Head Park 201 Acacia Dr. Indian Head Park, IL 60525

Either party may change such address for delivery to the other party by delivery of a notice in conformity with the provisions of this Section specifying such change. Notice shall be deemed proper (i) on the date of delivery, if delivery is by hand, (ii) three (3) days after the date of mailing if sent by certified or registered mail, (iii) on the date of delivery by the overnight courier, or (iv) on the facsimile transmission date if sent before 4:30 pm.; otherwise, the next business day after the date of transmission by facsimile.

32. HEADINGS. All descriptive headings of Sections and Paragraphs in this Agreement are intended solely for convenience of reference, and no provision of this Agreement is to be construed by reference to the heading of any Section or Paragraph.
33. VENUE AND APPLICABLE LAW. The statutes and common law of the State of Illinois shall govern the interpretation, validity, enforcement and performance of the

terms of this Agreement. The parties agree that for the purpose of any litigation or proceeding brought with respect to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois. The EMPLOYEE and EMPLOYER agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

- 34. **ADMISSIBILITY.** The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- 35. **ATTORNEY REVIEW.** EMPLOYEE acknowledges that he fully understands all of the terms, conditions, provisions, and obligations of this Agreement, that he was not coerced into signing it, that he has the opportunity to be represented by an attorney of his own choosing during the negotiation of this Agreement, and that he executed this Agreement voluntarily and with full knowledge and understanding of the meaning and significance of its terms, conditions, provisions, and obligations.
- 36. **DISCLOSURE.** Subject to any applicable exception of the Freedom of Information Act (5 ILCS 140/1 et seq.), as amended, the EMPLOYEE and the EMPLOYER acknowledge that this Agreement is a public record, as that term is defined under FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to a FOIA request.
- 37. **EFFECTIVE DATE.** This Agreement shall be effective on the date that the last signatory signs the Agreement. If any of the signatories to this Agreement shall fail to execute this Agreement, it shall be null and void in its entirety.

**IN WITNESS WHEREOF**, the Village has caused this Agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate the day and year first above written.

**Employee:** Robert G. Cervenka 14216 Oldham Road, Orland Park, Illinois 60467

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**Robert G. Cervenka**

**Village:** Village of Indian Head Park

By: \_\_\_\_\_  
Tom Hinshaw, Village President

ATTEST:

By: \_\_\_\_\_  
Laurie Scheer, Village Clerk

38. IN WITNESS WHEREOF, the Village of Indian Head Park, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Employment Agreement to be executed by the Village President and attested by the Village Clerk and Robert G. Cervenka has voluntarily executed the Agreement on the respective dates set forth below.

Robert G. Cervenka

VILLAGE OF INDIAN HEAD PARK

Date:

**Attest**  
**Village Clerk**

**EXHIBIT "A"**

**STATE OF ILLINOIS** )  
**COUNTY OF COOK** ) *ss.*  
**VILLAGE OF INDIAN HEAD PARK** )

**CERTIFICATE OF APPOINTMENT**

TO: Laurie Scheer, Village Clerk

I, Tom Hinshaw, Village President of the Village of Indian Head Park, Cook County, Illinois, do hereby certify that Robert G. Cervenka has been duly appointed by me with the advice and consent of the Board of Trustees on the 12<sup>th</sup> day of May 2016 to the office of Chief of Police of the Village of Indian Head Park, Illinois, effective immediately, for a term not to exceed that of the current Village President of the Village of Indian Head Park and until his successor shall have been duly appointed and qualified.

Given under my hand and the Corporate Seal of Indian Head Park, Illinois, this 12<sup>th</sup> day of May 2016.

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Tom Hinshaw, Village President of the  
Village of Indian Head Park, Illinois

**EXHIBIT "B"**

**VILLAGE OF INDIAN HEAD PARK, ILLINOIS**

**OATH OF OFFICE**

I, Robert G. Cervenka, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Illinois and that I will faithfully discharge the duties of Chief of Police of the Village of Indian Head Park to the best of my ability.

Administered and sworn at Indian Head Park, Illinois, this 12<sup>th</sup> day of May 2016.

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Robert G. Cervenka



## EXHIBIT “D”

### CERTIFICATION

The certifications hereinafter made by Robert G. Cervenka are each a material representation of fact upon which reliance is placed by the Village of Indian Head Park (the “Village”) in entering into the Employee Employment Agreement Robert G. Cervenka. The Village may terminate the Employee Employment Agreement if it is later determined that Robert G. Cervenka rendered a false or erroneous certification.

I, Robert G. Cervenka, hereby certify, represent and warrant to the Village that:

(A) I am not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) I am not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

(C) No officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Employee in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(D) I have not given to any officer or employee of the Village any gratuity, discount entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Employee in violation of Indian Head Park Ordinance Number 04-3 adopted by the Village pursuant to the requirements of the State Officials and Employees Ethics Act.

(E) I am not a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), and I am not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person.

(F) I am not, directly or indirectly, engaged in and am not facilitating the transactions contemplated by the Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

(G) I am not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United State Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to

commit, or supports terrorism; and I am not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

If any certification made by Robert G. Cervenka or term or condition in this contract changes, shall notify the Village in writing within seven (7) days.

Dated: May 12, 2016

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Robert G. Cervenka

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

I, the undersigned, Village Clerk of the Village of Indian Head Park, Cook County, Illinois aforesaid, hereby certify that Robert G. Cervenka, known to me, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: May 12, 2016

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Village Clerk

## **Motion index May 12, 2016 Board Meeting**

Made by a Trustee

Approval of Minutes ANY TRUSTEE

1. I make a motion to accept the minutes of the March 14, 2016 Board meeting as printed.  
This should be seconded.  
The Mayor should ask for discussion.  
A roll call vote is in order.
2. I make a motion to approve the payables totaling for the period ending April 30, 2016.  
This should be seconded.  
A roll call vote is needed as we are spending money.

New Business

1. (This is a bit different, we are combining discussion of two ordinances that are related)  
  
For Ordinance 2016-09  
  
ANY TRUSTEE  
  
I make a motion to approve ordinance 2016-09 AN ORDINANCE AMENDING SCHEDULE B OF SECTION 5.08.050 ENTITLED "NUMBER OF LICENSES" OF CHAPTER 5.08 ENTITLED "ALCOHOLIC LIQUOR SALES" OF THE INDIAN HEAD PARK MUNICIPAL CODE  
  
This should be seconded  
  
Then for  
  
Ordinance 2016-10  
  
ANY TRUSTEE

I make a motion to approve "AN ORDINANCE AMENDING THE PROVISIONS OF TITLE 5 (BUSINESS, LICENSES AND REGULATIONS); CHAPTER 5.24 (VIDEO GAMING); SUBCHAPTER 5.24.220 (NUMBER OF LICENSES) OF THE CODE OF INDIAN HEAD PARK TO INCREASE THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES"

This should be seconded-any trustee

#### DISCUSSION

Presentation by Cardinal Restaurant Group

After presentation

Mayor ask for further discussion/questions

A roll call vote must be taken. For Ordinance 2016-09

A roll call vote must be taken for Ordinance 20160-10

MAYOR comments that the ordinances have passed

#### 2. Approval of Appropriation ordinance

Any trustee

I make a motion to approve ORDINANCE NO. 2016-11 An Ordinance making appropriations for General Corporate and for special purposes for the Village of Indian Head Park for the fiscal year beginning May 1, 2016 and ending April 30, 2017

ANY TRUSTEE MAY SECOND

MAYOR ASKS FOR DISCUSSION

**A ROLL CALL VOTE IS NEEDED**

#### 3. Text amendment

Any trustee

I make a motion to refer to the planning and zoning commission the consideration to conduct a public hearing for the consideration of changing the R-1 zoning requirement allowable variance amount from 90% to 75%

This must be seconded.

Discussion

A voice vote is recommended.

4. Appointment of Chief of Police

Trustee Witttenberg

I make a motion to approve Resolution number R5-16-01 a resolution appointing and authorizing an employment agreement with Robert G. Cervenka, as the chief of police for the Village of Indian Head Park effective May 16, 2016.

The motion should be seconded.

Discussion

A roll call vote is needed.

To go to executive session

Executive session

A motion is needed. Any Trustee.

I make a MOTION TO CLOSE THE OPEN SESSION AND ENTER INTO CLOSED SESSION PURSUANT TO ILLINOIS STATUTES TO DISCUSS THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE PERFORMANCE OR DISMISSAL OF EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL OF THE PUBLIC BODY SPECIFICALLY 5 ILCS 120 SECTION 2(c)(1)

And

FOR THE PURPOSES OF DISCUSSING SPECIFIC PENDING LITIGATION PER 5ILCS 120 SECTION 2(c)(11)

A second is needed.

A roll call vote is required

Upon returning to open session a roll call vote is needed.

ADJOURNMENT

Motion to adjourn, any trustee. Must be seconded.

A voice vote is needed