

NOTICE OF SPECIAL STANDING COMMITTEES

Scheduled for
Tuesday, December 10, 2019,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Administration & Legal Committee
Public Works Committee
Public Safety Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

**NOTICE OF A SPECIAL MEETING OF THE
ADMINISTRATION & LEGAL COMMITTEE**

Notice is hereby given that a meeting of the Administration & Legal Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, December 10, 2019, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING
2. CONSIDER THE APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON OCTOBER 8, 2019.
3. RECEIVE VEHICLE STICKER PROGRAM UPDATE.
4. DISCUSS UV LIQUOR AND VIDEO GAMING LICENSING FOR LENNY'S FOOD N FUEL, LLC, 19420 HARLEM AVENUE.
5. DISCUSS RESOLUTION FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) RENEWAL AGREEMENT WITH MPG, INC.
6. DISCUSS HONORARY ROAD SIGN REQUEST.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Administration & Legal Committee
October 8, 2019 - 7:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: W. Brady, Chairman
M. Glotz, Village Trustee
W. Brennan, Village Trustee

Members Absent: None

Other Board Members Present: J. Vandenberg, Village President

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
M. Walsh, Police Chief
F. Reeder, Fire Chief
J. Urbanski, Assistant Public Works Director
L. Valley, Executive Assistant to the Manager and Trustees
D. Sanfilippo, Executive Assistant to the Mayor
L. Godette, Deputy Village Clerk

Item #1 - The meeting of the Administration & Legal Committee was called to order at 7:45 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE ADMINISTRATION AND LEGAL COMMITTEE MEETING HELD ON SEPTEMBER 10, 2019 – Motion was made by Trustee Brennan, seconded by Trustee Glotz, to approve the minutes of the Administration & Legal Committee meeting held on September 10, 2019. Vote by voice call. Chairman Brady declared the motion carried.

Item #3 – DISCUSS LIQUOR & VIDEO GAMING LICENSING FOR THE FOLLOWING:

President Vandenberg present an overview of the of the three (3) establishments request liquor/video gaming licenses and turned over the discussion to the Committee members.

- A. **TRIBES ALEHOUSE & GRILL, 9501 171ST STREET** – Dominic Sanfilippo presented an overview of the application process for Tribes to this point. He stated they were scheduled to go before the committee on August 13, 2019, and the petitioner was unable to attend the meeting. They then came before the committee on September 10th and the item was tabled to this meeting for further review.

Motion was made by Brady, seconded by Brennan, to recommend a Class AV license request for Tribes Alehouse & Grill be forwarded to the Village Board meeting scheduled for October 15, 2019. Vote by voice, one yeah, two (20) nay. Chairman Brady declared the motion failed.

- B. **HAPPY BITES, 8021 WEST 183RD STREET** – Pradeep Patel, the petitioner for Happy Bites, presented an overview of his request for an EV liquor/video gaming license to the committee. Trustee Brady asked about the plans for the expansion of this business. Mr. Sanfilippo stated that

the plans are being reviewed by the Villages Community Development Department. Trustee Glotz stated that he would like to visit the establishment before voting on this matter.

Motion was made by Brady, seconded by Glotz, to recommend a Class EV license request for Happy Bites be forwarded to the Committee of the Whole meeting scheduled for October 15, 2019, for further review. Vote by voice. Chairman Brady declared the motion carried.

- C. **ISLAND BISTRO, 7014-7020 W. 183rd STREET** – Mr. Perkins, the petitioner for Island Bistro, presented an overview of the Tinley Pointe Center, LLC and the new business they are planning to open at the center. He noted that the tax bill for this property has increased and hopes this new business will assist all the tenants of the center to alleviate some of the burden of the increase in property taxes. Trustee Brennan asked what the split percentage projection for the business is. Mr. Perkins stated he anticipates food sales be 60 to 70 percent of the business versus the liquor sales. They may be having entertainment, but do realize there has been issues in the past with noise issues with the residents above the commercial. Trustee Glotz asked if they will be submitting a business plan or Performa. He also asked where the video gaming would be placed and would they be enclosed in the wall. The petitioners stated it would be in the back behind a wall. President Vandenberg asked the petitioners submit a business Performa to the Village.

Motion was made by Brady, seconded by Brennan, to recommend a Class AV license request for Island Bistro be forwarded to the Committee of the Whole meeting scheduled for October 15, 2019, after submitting a business Performa and the plans include an eight (8) foot wall with no windows. Vote by voice. Chairman Brady declared the motion carried.

Item #4 – DISCUSS LIQUOR CODE – SUNDAY SALES – Dominic Sanfilippo presented an overview of a petition received by the Mayor's Office to consider extending the Sunday liquor sales hours for both golf courses and banquet facilities that operate in the Village. The petitioner operates a golf course that currently sells liquor through Continental Banquets LLC's Class A liquor license and a banquet facility through Odyssey Banquet Facilities that serves liquor under its Class K-2 liquor license. A Class K license establishments allow liquor sales after 10 a.m. on Sundays. The petitioner is requesting that the hours be extended to all Tinley Park golf courses to serve beer at 8 a.m. The petitioner, Nick Halikias, presented is petition to the committee. After discussion President Vandenberg asked Mr. Sanfilippo to research the liquor licenses at additional golf courses in the area and directed the Village Attorney to draft an amended ordinance and bring this back to the Administration and Legal Committee for further review.

Item #4 – DISCUSS STATE LAW REGARDING VIDEO GAMING TERMINAL CAP – Dominic Sanfilippo presented an overview of the recent changes in the State law regarding video gaming terminal cap. He noted on June 28th, 2019, Governor J.B. Pritzker signed SB 690 into law, which prompted an array of changes in video gaming regulations statewide. One such change increased the upper limit on video game terminals in any one establishment from five (5) to six (6). Since this change in State law, numerous establishments and terminal operators have contacted the Mayor's Office inquiring what the status of Tinley Park's local regulations are with respect to the new state video gaming terminals cap. The Village code states no more than five (5) terminals. After discussion it was the consensus of the committee to bring this to the entire Village Board at a Committee of the Whole meeting.

Item #5 – RECEIVE COMMENTS FROM THE PUBLIC – No one came forward.

ADJOURNMENT

Motion was made by Brennan, seconded by Trustee Brady, to adjourn this meeting of the Administration & Legal Committee. Vote by voice call. Chairman Brady declared the motion carried and adjourned the meeting at 8:25 p.m.

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Interoffice Memo

Date: December 4, 2019
To: Administration & Legal Committee
From: Hannah Lipman, Management Analyst
Pat Carr, Assistant Village Manager/EMA Director
Subject: Evaluation of Vehicle Sticker Program

Background

Current Village practice requires residents and businesses to display a vehicle sticker on each of their registered or housed vehicles at all times. Vehicle stickers are valid for a one-year period and must be renewed on an annual basis. Sticker fees are as follows: bus or taxi: \$40; motorcycle: \$10; senior citizen: \$1.50; passenger auto, van and recreational vehicle: \$25; trucks more than one ton: \$55; trucks one ton or less: \$35. Late fees are applied when deadlines pass. While this is an important revenue source that is earmarked to fund the Village's Pavement Management Program, there are a few items to address.

In 2013, revenues from this program exceeded \$780,000. However, they have been on a decline since. It is projected that in 2020, revenues will be roughly \$655,000 (see attachment 'A'). Part of the decline in revenue is the result of individuals who become eligible for the heavily discounted senior sticker fee of \$1.50. The cost to issue a senior sticker exceeds the revenue by about \$7 per transaction. As our population ages, a larger number of our citizens are eligible for the senior sticker rate. The Clerk's Office, Finance Department, and I.T. Department spend a considerable amount of time administering the program every year. Staff time and material costs for administering the program are estimated to be about \$75,000. Falling revenues, difficulty enforcing, and the staff time required to administer the program have prompted the consideration of potential options.

Potential Options

1.) *Maintain status quo and continue to administer the program as is;*

As stated above, this program is believed to cost the Village about \$75,000 to administer. This estimate takes into consideration material costs and staff time (Clerks, I.T., and Finance) over a period of four (4) months.

2.) Outsource most of the functions;

The Village received a quote from Third Millennium to determine the costs of outsourcing the program. Third Millennium would access the Secretary of State's vehicle listing to notify those registered to Tinley Park of the annual sticker requirement. Estimated first year costs to outsource were quoted at \$34,880 (see attachment 'B'). This includes the software, implementation, annual maintenance, mailings, Secretary of State data management, and online payment hosting. Note, the Finance Department (formerly Clerk's Office) staff would still handle much of the processing (filing online and mail orders, receiving orders at the window, etc.), but time would be saved on I.T.'s end for data processing and list management. No other proposals were sought because Third Millennium is virtually the only company in Illinois who provides this type of service and is well known for providing these services.

3.) Eliminate the program and replace with another revenue source.

The Village has dedicated the revenue received from vehicle sticker sales to support our annual Pavement Management Program. Elimination of the vehicle sticker program would require another revenue source to raise comparable amounts (currently \$700,000 annually). While there would be staff time saved, it would be nowhere near the revenues forfeited from the program.

Per state statute, home rule municipalities have the ability to implement various local taxes. A survey of other municipalities shows that in many instances, communities have eliminated the use of vehicle stickers, and instead implemented a combination of local taxes to raise revenue.

Options

3A.) Local motor fuel tax (in addition to the State motor fuel tax). This tax applies to all volatile and inflammable liquids produced, blended, or compounded for the purposes of, or which are suitable or practicable for, operating motor vehicles. A municipal motor fuel tax is not to exceed state statutory limits and would be remitted directly to the Village by the businesses. Such a tax could potentially shift a portion of the tax burden from residents to visitors, especially on major routes. Further analysis is required to determine the potential revenue opportunities.

3B.) Change to a Wheel Tax (Cook County model). In this case, residents no longer have to purchase or obtain a physical license to affix and display on their windshield/vehicle. Instead, they remit the Cook County Wheel Tax by utilizing their Renewal Wheel Tax Liability Notification along with their payment. Payments could be accepted online, by mail, and in-person. Further analysis would be needed to determine costs of implementing and administering this tax.

3C.) Water use and consumption tax. Oak Lawn, for example, implemented this in 2018 to partially offset the elimination of their vehicle sticker program. On a quarterly basis, they charge their residents \$7.20 for use and \$0.80 per 1,000 gallons of consumption. (See attachment 'C'). Payments are made directly to the Village.

3D.) Utility Taxes. Common utility taxes are imposed on electricity, natural gas, and telecommunications, each based on percentages not to exceed state statutory limits. The Village does currently have a 1% telecommunications tax in place. Utility taxes are paid by businesses in addition to homeowners, and in comparison to the current vehicle sticker program, the administrative costs involved are typically reduced. The State collects the taxes for telecommunications and natural gas, then remits them to the municipality. The State is not involved in the collection of electricity taxes.

3E.) Food and Beverage. This is a tax on prepared food and beverage items by caterers, restaurants, bars, concession stands, snack shops, or any type of related establishment.

The following shows various tax rates imposed by other municipalities:

Westmont—

Telecommunications: 6%;
Natural gas utility: 5%; natural gas use \$0.0147 per therm;
Electricity tax: per state statute;
Food and Beverage: 2%

Mount Prospect—

Telecommunications: 6%;
Natural gas utility: 3.204%; natural gas use \$0.0147 per therm;
Electricity tax: per state statute;
Municipal Motor Fuel: \$0.04/gallon
Food and Beverage: 1%

Downers Grove—

Telecommunications: 6%;
Natural gas utility: 3.204%; natural gas use \$0.0147 per therm;
Electricity tax: per state statute;
Municipal Motor Fuel: \$0.015/gallon;
Food and Beverage: 1%

Elmhurst—

Telecommunications: 6%;
Natural gas utility: 3.204%; natural gas use \$0.015 per therm;
Electricity tax: per state statute;
Municipal Motor Fuel: \$0.015/gallon;
Food and Beverage: 1%

These are provided for *illustration purposes only*; further analysis is required to have proper 'apples to apples' comparisons and revenue projections.

The Treasurer would caution implementing utility and food and beverage taxes as a replacement for vehicle stickers. As part of long established fiscal policies, these taxes have generally been held in reserve recognizing that they will be needed in the future to support General Fund operations when property, sales, and income taxes are insufficient to cover our expenditure needs. The bond rating agencies have viewed this practice favorably.

Food and beverage taxes would likely be better associated with promoting tourism and entertainment expenses including our Branding Initiatives, or in support of the Convention Center.

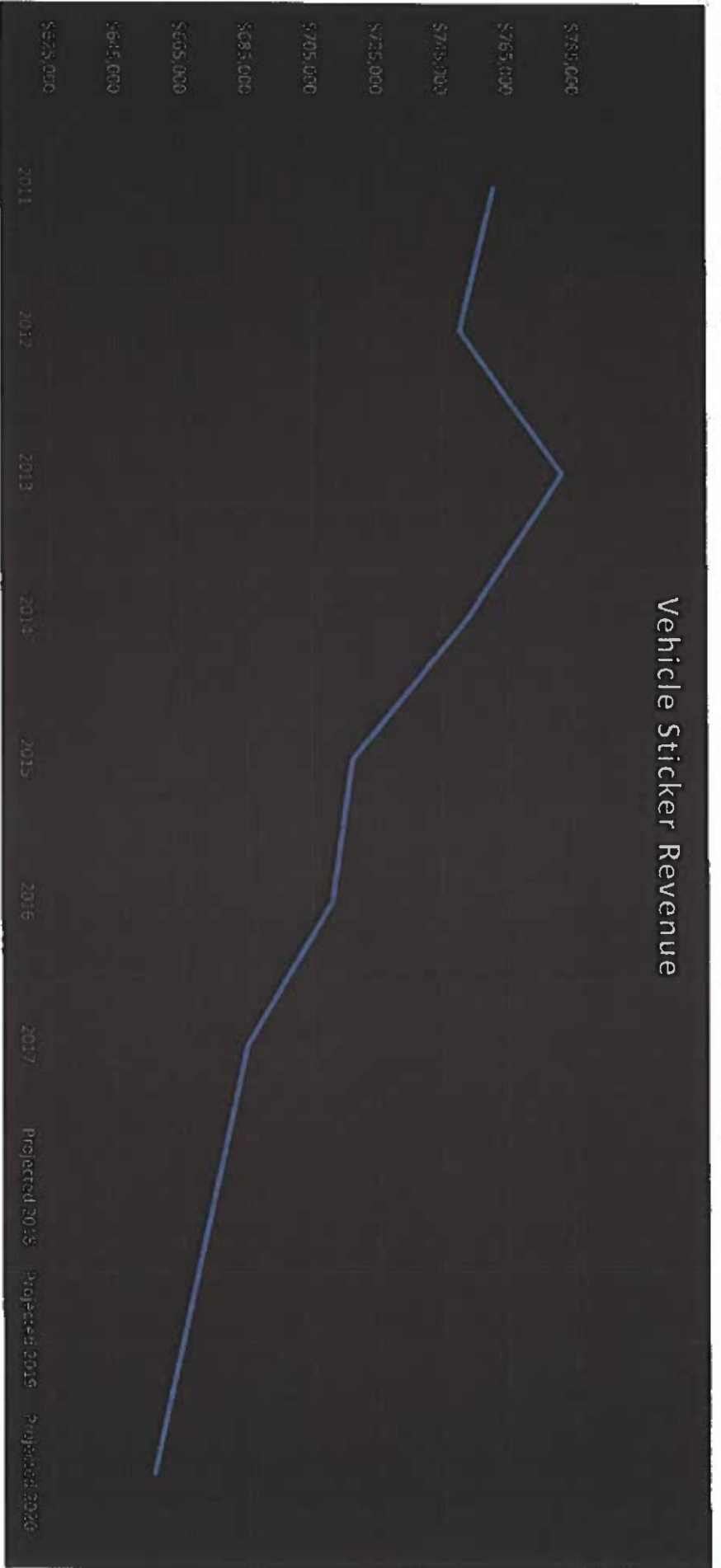
If a decision were made to eliminate vehicle stickers, staff would recommend the transition in the year 2021. The Village Board would be able to take the time to more clearly assess the various revenue options that are briefly discussed above.



Attachment 'A'

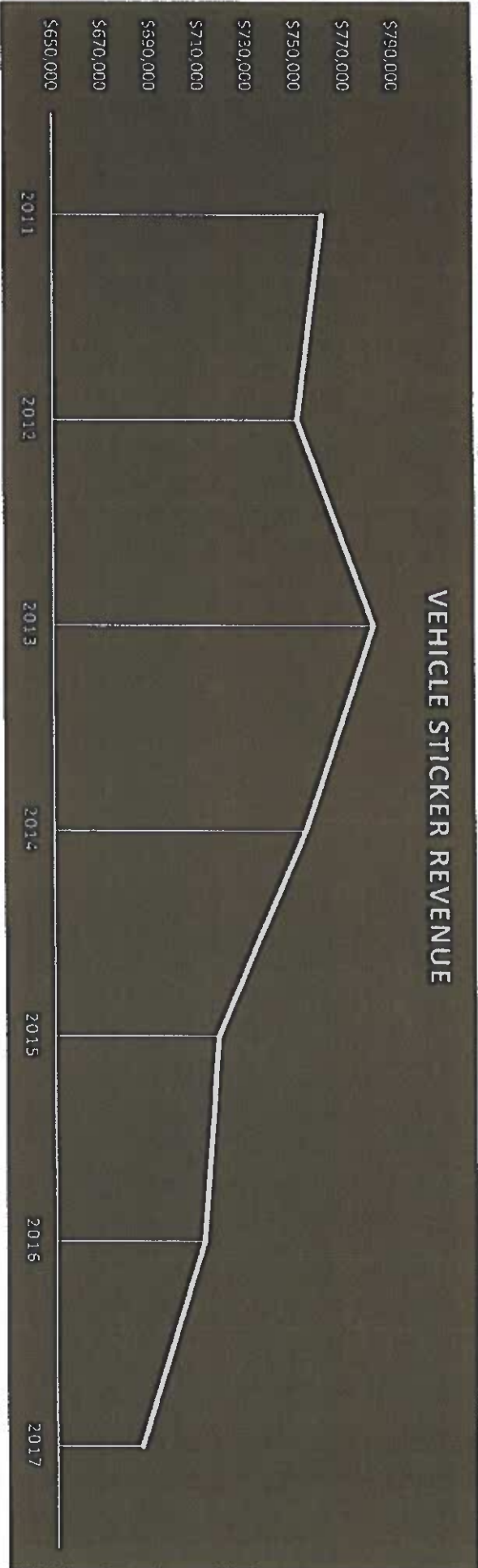
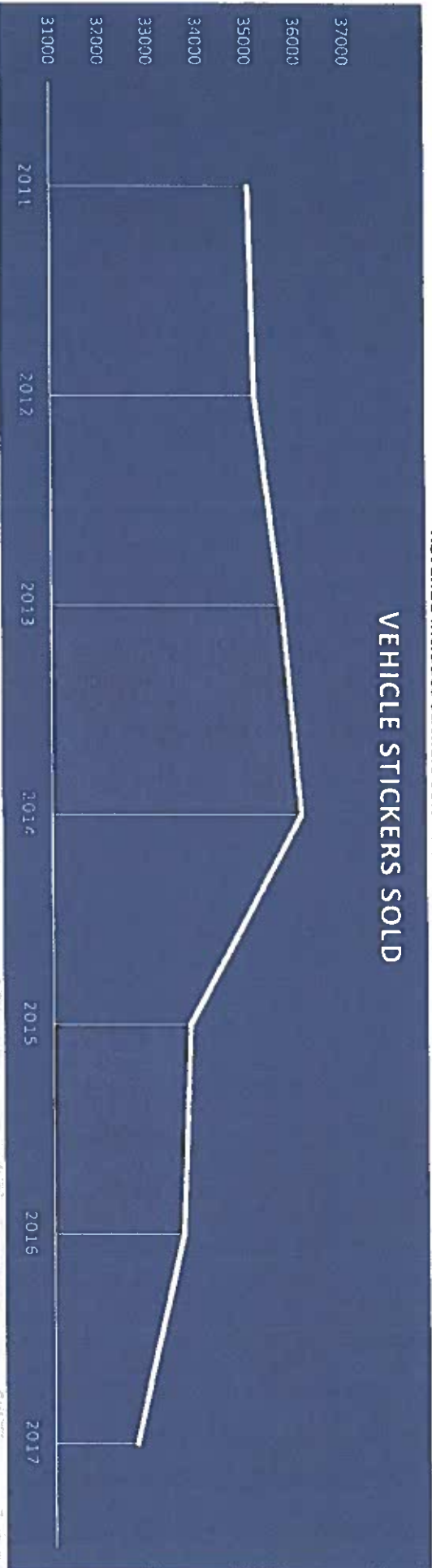
Year	Revenue	Change	Projected 2018	Projected 2019	Projected 2020
2011	\$ 761,199				
2012	\$ 750,702				
2013	\$ 781,504				
2014	\$ 753,365				
2015	\$ 717,250				
2016	\$ 710,913				
2017	\$ 684,832	-11.17%			
Projected 2018	\$ 675,016.93				
Projected 2019	\$ 665,342.52				
Projected 2020	\$ 655,806.78				

Vehicle Sticker Revenue



	2011	2012	2013	2014	2015	2016	2017	Percent Change 16-17
Stickers Sold	35053	35170	35709	36092	33800	33641	32689	-2.83%
Revenue	\$ 761,199	\$ 750,702	\$ 781,504	\$ 753,365	\$ 717,250	\$ 710,913	\$ 684,832	-3.67%

*Revenue includes stickers sold with late fees





Attachment 'B'

Village of Tinley Park, Illinois
 Vehicle Sticker Outsourcing
 Proposal from Third Millennium Associates

One Time Costs	Annual Costs	Transaction Costs	Fulfillment Costs
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One Time Costs

Software	5,995
Project Implementation	750
Data Conversion	1,200
Online Payments Software	3,395

Annual Costs

Software maintenance	1,295
Annual setup	2,995
Online Payments maintenance	995
Online Payments hosting	1,800
Scofflaw follow up	3,945
SOS data file management	450

Credit Card	0.450	4,000	1,800
Mailing (Excludes postage)	0.285	36,000	10,260

Fulfillment Costs

Fulfillment Services			650
Mail in Lkx	0.890	15,000	13,350
Online	0.550	10,000	5,500

Totals		11,340	11,480	12,060	19,500
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	23,540
Estimated first year cost - Third Millennium Assoc.	34,880

Other Costs - Not Third Millennium Associates

Secretary of State data	600
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Postage - Estimated

First mailing	0.500	22,000	11,000
Fulfillment	0.500	17,000	8,500
Scofflaw	0.500	8,000	4,000



Attachment 'C'

NOTICE of UTILITY BILLING CHANGES

Beginning with utility bills for any period starting on or after January 1, 2018, the minimum water usage amount on all utility bills (representing the minimum cost to provide the Village's Lake Michigan water service) will decrease from 10,000 to 9,000 gallons per quarter. This will result in a \$6.30 decrease of the minimum quarterly utility bill for Senior and smaller households, from \$63.00 to \$56.70, or **\$25.20 per year**.

In addition to this decrease in the minimum water usage, the Village is implementing a quarterly street repair and maintenance ("R&M") fee in 2018 for **all** households at a fixed minimum rate of \$7.20 per quarter (or a minimum of **\$28.80 per year**) plus \$0.80 per 1,000 gallons used above the 9,000 gallon minimum threshold. This fee will be billed to all households regardless of the number of vehicles owned and operated by the owners or tenants.

To partially offset the changes in the minimum utility bill:

The Village's VEHICLE STICKER PROGRAM WILL BE ELIMINATED.
Residents will not be required to purchase vehicle stickers after June 30, 2018.

Illustrated below is the impact of the changes on typical Oak Lawn households:

	AVERAGE HOUSEHOLD SIZE				
	<u>Senior (1 car)</u>	<u>Senior (2 cars)</u>	<u>Smaller</u>	<u>Average</u>	<u>Larger</u>
Estimated usage (gallons)	9,000 (min)	9,000 (min)	9,000 (min)	18,000	27,000
Bill calculated at current rate	\$63.00	\$63.00	\$63.00	\$114.20	\$171.80
Bill calculated at new rate	\$56.70	\$56.70	\$56.70	\$114.30	\$171.90
Water rate change per quarter	6.30	6.30	6.30	(0.10)	(0.10)
Street R&M fee per quarter	<u>(7.20)</u>	<u>(7.20)</u>	<u>(7.20)</u>	<u>(14.40)</u>	<u>(21.60)</u>
Net fee increase per quarter	(0.90)	(0.90)	(0.90)	(14.50)	(21.70)
Utility bill annualized cost	(3.60)	(3.60)	(3.60)	(58.00)	(86.80)
	<u>1 car</u>	<u>2 cars</u>	<u>2 cars</u>	<u>3 cars</u>	<u>4 cars</u>
Vehicle sticker annual savings	\$5.00	\$30.00	\$50.00	\$75.00	\$100.00
Net reduction in annual fees	\$1.40	\$26.40	\$46.40	\$17.00	\$13.20



VEHICLE STICKERS

Village of Tinley Park
Admin and Legal Committee
December 10, 2019

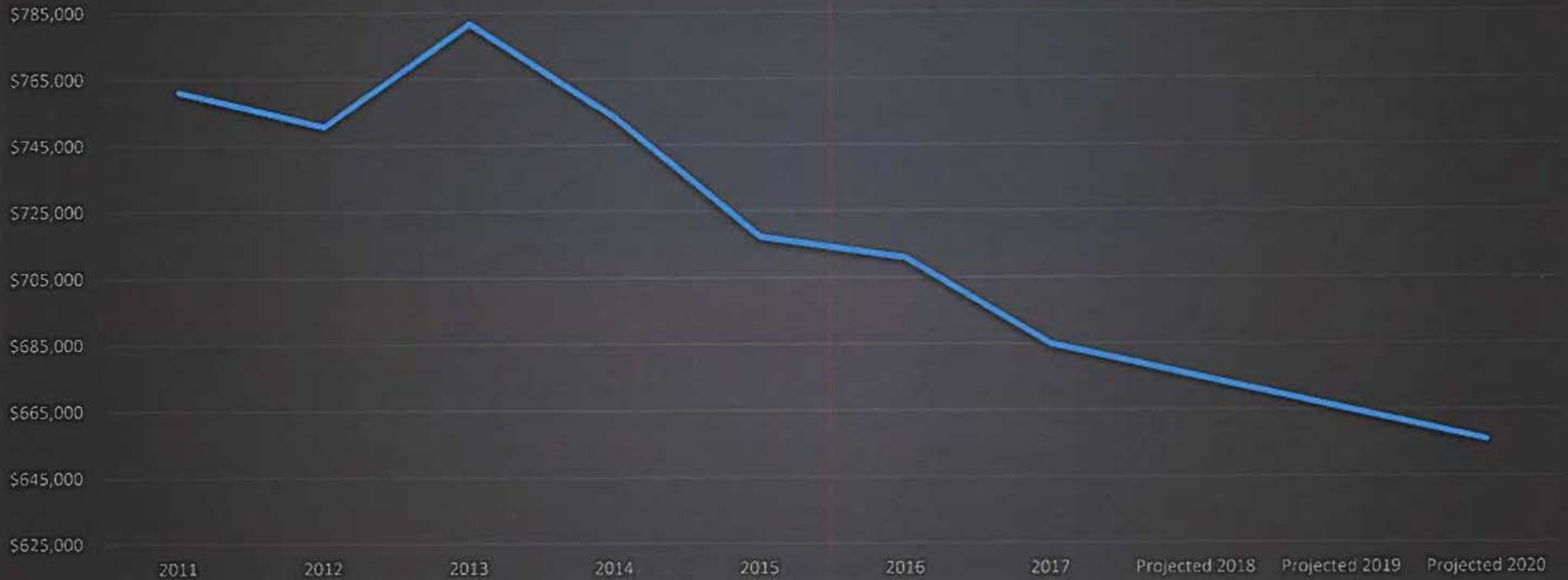


CURRENT PROGRAM

- Residents and businesses are required to display a vehicle sticker on each of their registered or housed vehicles at all times. Must be renewed on an annual basis.
- Sticker fees are as follows:
 - bus or taxi: \$40
 - motorcycle: \$10
 - senior citizen: \$1.50
 - passenger auto, van and recreational vehicle: \$25;
 - trucks more than one ton: \$55; trucks one ton or less: \$35
 - late fees are applied when deadlines pass
- Costs for administering the program are estimated to be about \$75,000.
- Challenges: falling revenues, difficulty enforcing, and the staff time required to administer the program

	2011	2012	2013	2014	2015	2016	2017	Change 11-17	Projected 2018	Projected 2019	Projected 2020
Revenue	\$ 761,199	\$ 750,702	\$ 781,504	\$ 753,365	\$717,250	\$ 710,913	\$ 684,832	-10.03%	\$675,016.93	\$665,342.52	\$655,806.78

Vehicle Sticker Revenue





OPTION (1)

Maintain status quo and continue to administer the program as is;

- This program is believed to cost the Village about \$75,000 to administer. This estimate takes into consideration material costs and staff time (Clerks, I.T., and Finance) over a period of four (4) months.



OPTION (2)

Outsource most of the functions;

- Cost: \$34, 880
- Third Millennium would access the Secretary of State's vehicle listing to notify those registered to Tinley Park of the annual sticker requirement
- Includes the software, implementation, annual maintenance, mailings, Secretary of State data management, and online payment hosting.
- Clerk's Office/Finance staff would still handle much of the processing (filing online and mail orders, receiving orders at the window, etc.), but time would be saved on I.T.'s end for data processing and list management



OPTION (3)

Eliminate the program and replace with another revenue source.

- 3A.) Local motor fuel tax
- 3B.) Wheel tax
- 3C.) Water use and consumption tax
- 3D.) Utility Taxes (Electricity, Natural Gas, and/or Telecommunications)
- 3E.) Food and Beverage



Questions?



Interoffice Memo

Date: December 5th, 2019

To: Village Board of Trustees

From: Dominic Sanfilippo, Executive Assistant to the Mayor

Subject: UV Liquor License Request

The purpose of this memo is to explain the background of Lenny's Food N Fuel Harlem Avenue, LLC's request for a Class UV liquor license, which would allow video gaming.

Leonard McEnery of Lenny's Food N Fuel Harlem Avenue- (referred heretofore as "*Lenny's*")- located at 19420 S. Harlem Avenue, has approached the liquor commissioner about adding a liquor license to his establishment that allows video gaming. Lenny's is a state-licensed truck stop that was established in August of 2015, was annexed into the Village of Tinley Park ("*VoTP*") in late 2019, & is in good standing with the VoTP. Lenny's establishes on page 2 of the proposal that gaming would not be the establishment's main source of revenue.

Their petition is to grant them a Class UV license, or a Truck Stop License which as

"a "Licensed Truck Stop Establishment" means a Licensed Truck Stop Establishment as defined by Illinois Video Gaming Act (ILCS Ch. 230, Act 40 § 5)...Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall be authorized so long as the licensee also has a video gaming license issued by the Illinois Gaming Board and the Village of Tinley park in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois Gaming Board and the Village of Tinley Park; and the operation of video gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited. The annual fee for this license shall be \$1,000.¹

From the establishment's proposal:

"(Lenny's) currently (has) a full operating cooler with additional space to add a refrigerated Beer Cave...(the) addition of a gaming area is proposed in the attached plans for six (6) VGT momitors. The gaming area enclosure would have 8' high conconsisting of a knee wall with frosted glass and saloon entry doors."²

¹ Tinley Park Municipal Code, § 112.20

² Lenny's Food N Fuel Harlem Ave, LLC Proposal, 13 November 2019



Lenny's Food N Fuel Harlem Ave, LLC ♦ 19420 S. Harlem Ave. ♦ Tinley Park, IL 60487
PH: (708) 444-0117

November 13, 2019

Mayor Vandenberg and Trustees
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Mayor Vandenberg,

Lenny's Food N Fuel Harlem Ave, LLC – Proposal for Gaming and Liquor

Lenny's Food N Fuel Harlem Avenue, LLC was established August of 2015 and has been in good standing with the community for the past 4 years. I, Len McEnery, own and operate this location along with 12 similar business models in the surrounding cities. The business proposal to add VGT machines and a UV liquor license would make our business model a complete store offering in the convenience store industry.

The addition of a gaming and a UV liquor license will increase our monthly sales by \$77k in comparison to our Mokena location with comparable fuel sales. This would increase the sales tax and gaming revenue for the Village of Tinley Park by as much as \$36k/yearly.

We currently have a full operating cooler with additional space to add a refrigerated Beer Cave and packaged wine and liquor. The addition of a gaming area is proposed in the attached plans for six (6) VGT monitors. The gaming area enclosure would have 8' high construction walls consisting of a knee wall with frosted glass and saloon entry doors.

I respectfully request the consideration for granting approval to Lenny's Food N Fuel Harlem Avenue, LLC the addition of a UV liquor license and six (6) video gaming terminals. Our goal is to continue to advance from our competitor and strive for excellence as we serve the entire community for one-stop fueling service.

Thank you for your consideration.

Sincerely,

Leonard McEnery

Lennys Food N Fuel
19420 S. Harlem Ave
Sales Tax / Video Gaming Revenue - Tinley Park

13-Nov-19
 11:41:10 AM

2018 Actual

Taxable Receipts - General Merchandise

Gas	7,257,000
Diesel	3,306,000
E-85	308,000
DEF	28,000
General Merchandise	<u>2,555,000</u>
Store Total	\$ 13,454,000

Dunkin' Donuts	<u>\$ 1,500,000</u>
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Total Taxable Receipts \$ 14,954,000

Tinley Park Tax	0.75%	\$ 112,155
Special Tax	1.00%	\$ 149,540
Total Tax Collected and Remitted		<u>\$ 261,695</u>

Proposed			
Video Gaming		\$ 600,000	
	Tinley Park	5.00%	\$ 30,000
Liquor		\$ 330,000.00	
	Tinley Park Tax	0.75%	\$ 2,475
	Special Tax	1.00%	\$ 3,300
	Total additional Tax proposed		<u>\$ 35,775</u>
	Sub-Total		<u>\$ 297,470</u>

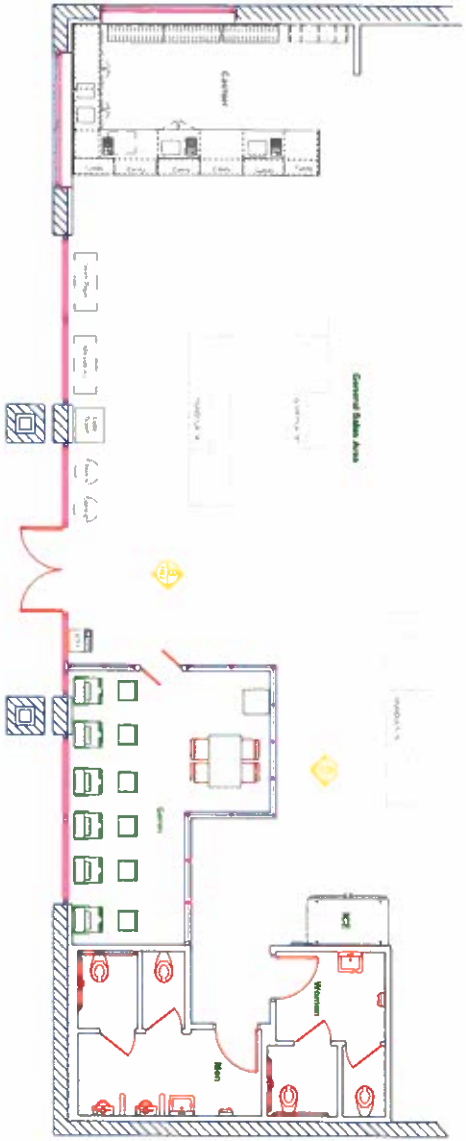
Water Service \$ 25,000

Property Taxes \$ 15,100

Licenses \$ 6,100

Grand Total \$ 343,670

Motor Fuel Taxes 4.2 Million Gallons X _____ = _____



Food n Fuel C-Store
 Harlem Avenue, Frankfort Square
 Frankfort, Illinois



FOODSERVICE EQUIPMENT ELEVATIONS

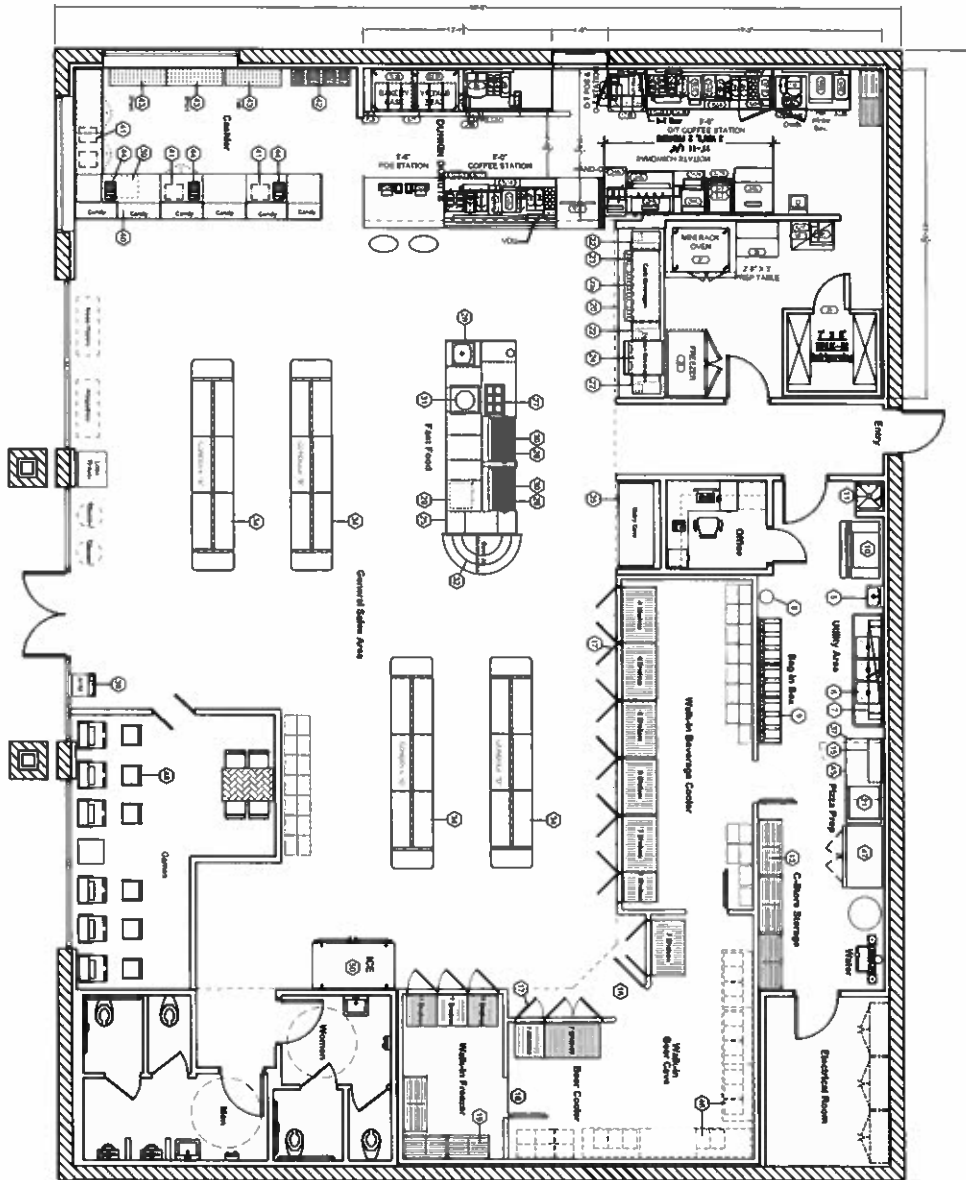
SCALE: 1/4" = 1'-0"

NO.	REVISION	DATE	BY

GAS N WASH
 19420 S HARLEM AVENUE
 FRANKFORT, IL

PES DESIGN GROUP
 Food Service and Culinary Design Solutions

FS2.2



Food n Fuel C-Store
 Harlem Avenue, Frankfort Square
 Frankfort, Illinois

EQUIPMENT SCHEDULE

ITEM #	QTY	DESCRIPTION	MANUFACT.	MODEL	COMMENTS
1	1	Commercial Range	GE	J65	Commercial Range
2	1	Commercial Oven	GE	J65	Commercial Oven
3	1	Commercial Dishwasher	GE	J65	Commercial Dishwasher
4	1	Commercial Sink	GE	J65	Commercial Sink
5	1	Commercial Refrigerator	GE	J65	Commercial Refrigerator
6	1	Commercial Freezer	GE	J65	Commercial Freezer
7	1	Commercial Storage	GE	J65	Commercial Storage
8	1	Commercial Counter	GE	J65	Commercial Counter
9	1	Commercial Case	GE	J65	Commercial Case
10	1	Commercial Case	GE	J65	Commercial Case
11	1	Commercial Case	GE	J65	Commercial Case
12	1	Commercial Case	GE	J65	Commercial Case
13	1	Commercial Case	GE	J65	Commercial Case
14	1	Commercial Case	GE	J65	Commercial Case
15	1	Commercial Case	GE	J65	Commercial Case
16	1	Commercial Case	GE	J65	Commercial Case
17	1	Commercial Case	GE	J65	Commercial Case
18	1	Commercial Case	GE	J65	Commercial Case
19	1	Commercial Case	GE	J65	Commercial Case
20	1	Commercial Case	GE	J65	Commercial Case
21	1	Commercial Case	GE	J65	Commercial Case
22	1	Commercial Case	GE	J65	Commercial Case
23	1	Commercial Case	GE	J65	Commercial Case
24	1	Commercial Case	GE	J65	Commercial Case
25	1	Commercial Case	GE	J65	Commercial Case

PES DESIGN GROUP
 www.pesdesigngroup.com
 Food Service and C-Store Design Specialists

FOOD N FUEL
 19420 S Harlem
 Frankfort Illinois

THE PURPOSE OF THIS DRAWING IS TO SHOW THE LOCATION OF THE EQUIPMENT TO BE INSTALLED IN THE STORE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF THE EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER WIRING AND GROUNDING OF ALL ELECTRICAL EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PLUMBING AND VENTING OF ALL PLUMBING EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER WIRING AND GROUNDING OF ALL ELECTRICAL EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PLUMBING AND VENTING OF ALL PLUMBING EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF ALL EQUIPMENT.

REVISIONS	DATE	BY
1	10/15/10	JES
2	10/15/10	JES

01.1

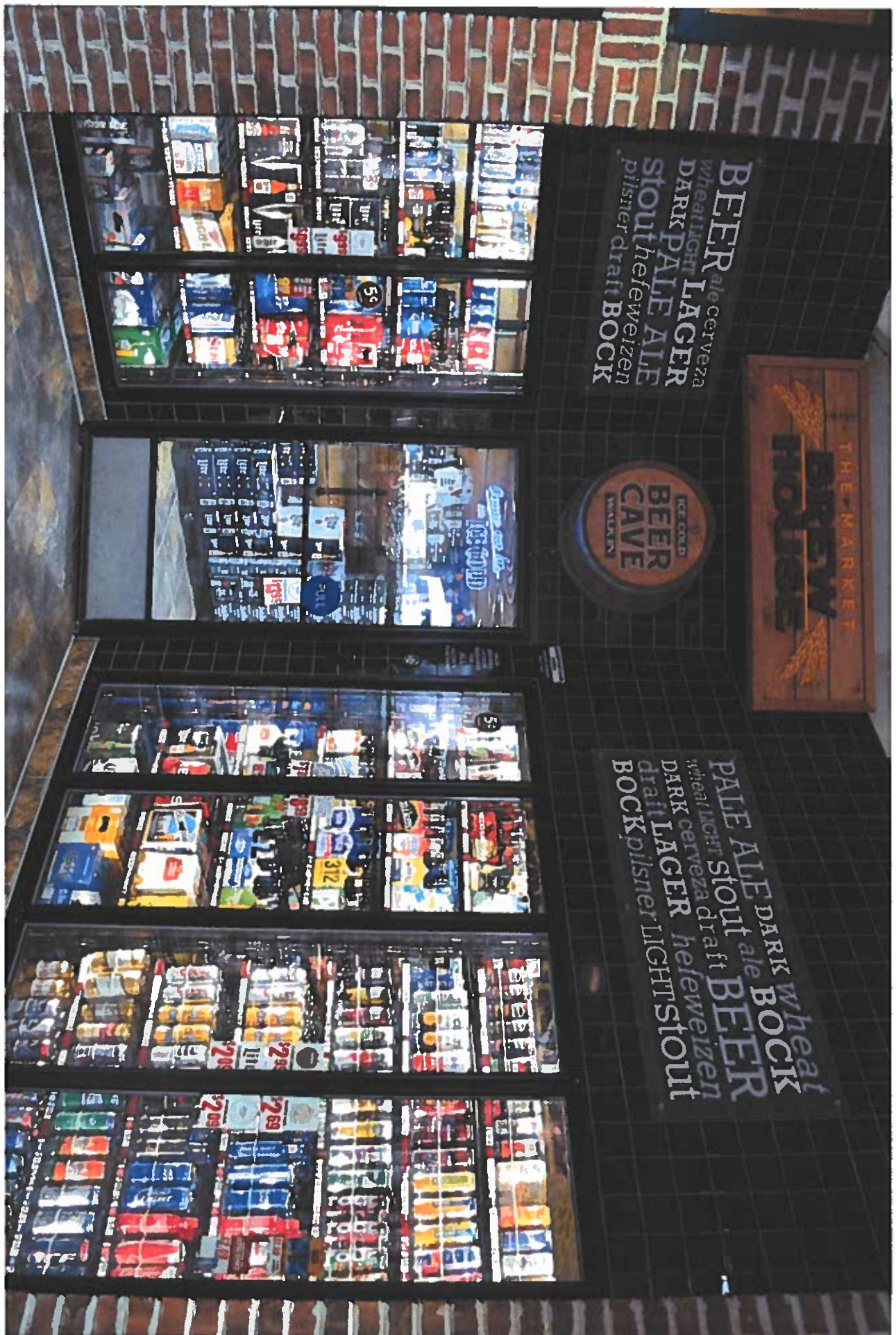


THE MARKET
BEER
HOUSE

BEER *ale* *Cerveza*
wheat/LIGHT **LAGER**
DARK **PALE ALE**
stout/hefe *weizen*
pilsner/draft **BOCK**



PALE ALE *DARK ale* *wheat* **BOCK**
wheat/LIGHT stout/draft **BEER**
DARK *Cerveza* **LAGER** hefe *weizen*
draft pilsner LIGHT stout



BREW HOUSE





Interoffice Memo

Date: December 6, 2019
To: Admin and Legal Committee
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: GIS Updated Agreement and Annual Renewal

Attached is the updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The current statement of work would expire on April 30, 2020, to coincide with the Village's fiscal year. The Village has the right to terminate the agreement upon thirty (30) days written notice to the service provider. Pursuant to Section 5.2 of the GIS contract, this SOW shall extend the initial term for an additional one (1) year period. This renewal term shall commence on May 1, 2020 and remain in effect until April 30, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public.

Funds for this expenditure were budgeted for a not to exceed amount of: Two hundred and eight thousand, nine hundred and ninety two dollars (\$208,992.00) and is included in the current fiscal year budget. Staff is recommended approval for this item.

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ___ day of _____, 20___, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as "Parties").

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word "shall" is mandatory; the word "may" is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) "GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM" or "GISC" means the organization created pursuant to this Agreement.
- (b) "GIS," means geographic information system.
- (c) "BOARD" means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) "CORPORATE AUTHORITIES" means the governing body of the member governmental unit.
- (e) "MEMBER" means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) "FORMER MEMBER" means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) "UNIT OF LOCAL GOVERNMENT" or "GOVERNMENTAL UNIT" means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) "SOFTWARE" means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) "SERVICE PROVIDER" means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) "SECONDARY SERVICE PROVIDER" means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) "INTELLECTUAL PROPERTY" means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISCS.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISCS shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISCS.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISCS facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISCS Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISCS is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20__.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated May 1, 2015 (the "Contract") between the Village of Tinley Park, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2020 ("SOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

1. Project Schedule/Term:

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on May 1, 2020 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 1,644 hours of Site Analyst
- B. 333 hours of Shared Analyst
- C. 164 hours of Client Account Manager
- D. 84 hours of Manager

3. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$208,992.00.

Total Not-to-Exceed Amount for Services (Figures): two hundred eight thousand nine hundred ninety-two dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

4. Modifications to the Contract:

1. Section 6.1 of the Contract (“Voluntary Termination”) is hereby amended to read as follows:

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred and eighty (180) calendar days prior written notice to the Municipality.

2. Section 6.2 of the Contract (“Termination for Breach”) is hereby amended to read as follows:

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

3. The following provisions are hereby incorporated into the Contract:

Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this section or the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as it may be amended from time to time, and any successor thereto (the “Act”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, et seq., as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this section in every subcontract awarded under which any portion of the Contract

obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this section by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

VILLAGE OF TINLEY PARK

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President



Interoffice Memo

Date: December 5th, 2019

To: Village Board of Trustees

From: Dominic Sanfilippo, Executive Assistant to the Mayor

Subject: Honorary Street & Sign Request Recognizing Pfc. McAllister and Pfc. Novak

This memo addresses a request from Mr. Roger Kolling, a former Village of Tinley Park resident and veteran, that the Village consider a way to recognize Pfc. Robert A. McAllister and Pfc. Edward J. Novak. Pfc. McAllister and Pfc. Novak were Tinley residents who were killed in action in the Vietnam War; both Purple Heart recipients, McAllister was later awarded the Silver Star for “conspicuous gallantry and intrepidity in action” & Novak was awarded the Bronze Star medal for Valor. They both grew up on homesteads on either side of 175th Street, in between 94th Avenue and LaGrange Road.

Mr. Kolling reached out to the Mayor’s Office in fall 2019 asking for guidance for two related, yet distinct requests:

1. Exploring the possibility of whether an already-created 24 in. x 18 in. sign could be mounted somewhere near the intersection of 175th Street and 94th Court. (94th Court is an inlet street that leads north off of 175th, just east of LaGrange Road.)
2. Exploring the possibility of placing an honorary, supplementary street sign designating a portion of 175th Street near the 175th/94th Ct. intersection “McAllister-Novak Road” or “Pfc. Novak/Pfc. McAllister”. An example of a similar honorary street sign—a smaller blue sign above the regular street name— from the nearby Village of Posen is attached as backup here; these honorary signs are relatively common across the United States.

After meeting with Mr. Kolling, the Mayor’s Office suggested he formally present his inquiry to the Veterans’ Commission as an Commission agenda item. On November 13th, 2019, the Commission unanimously voted to direct the request to the relevant subcommittee of the Village Board of Trustees for guidance & input. The Mayor’s Office supports Mr. Kolling’s general effort to recognize Pfc. McAllister & Pfc. Novak, given that any potential action(s) follow Village Board, Building Department, Public Works, & other departmental policies, ordinances & direction as identified.

The Mayor's Office identified two initial discussion areas that would need clarification for both efforts (the potential mounting of Mr. Kolling's sign & creating honorway street sign or signs) to potentially move forward:

1. Where & to which structures/street signs/poles would these signs be mounted, or would a new structure be created? Mr. Kolling and the Commission identified a street pole at 94th Court and 175th Street as a possibility for both signs; to the knowledge of the Mayor's Office, the pole in question is on the south side of 175th Street across from 94th Court, which may be unincorporated land.
2. Which Tinley department would direct & maintain these signs?

In light of these questions & the Commission vote, it is hoped that the Committee and relevant Village staff can discuss, provide context and other needed information, & guidance on this item.





In Memory Of
Pfc. Robert A. McAllister
Silver Star Medal
And
Pfc. Edward J. Novak
Bronze Star Medal
United States Marine Corps
KIA
Vietnam War



Memorial sign and memorial street naming for Pfc. Robert McAllister USMC and Pfc. Edward Novak USMC

Silver Star

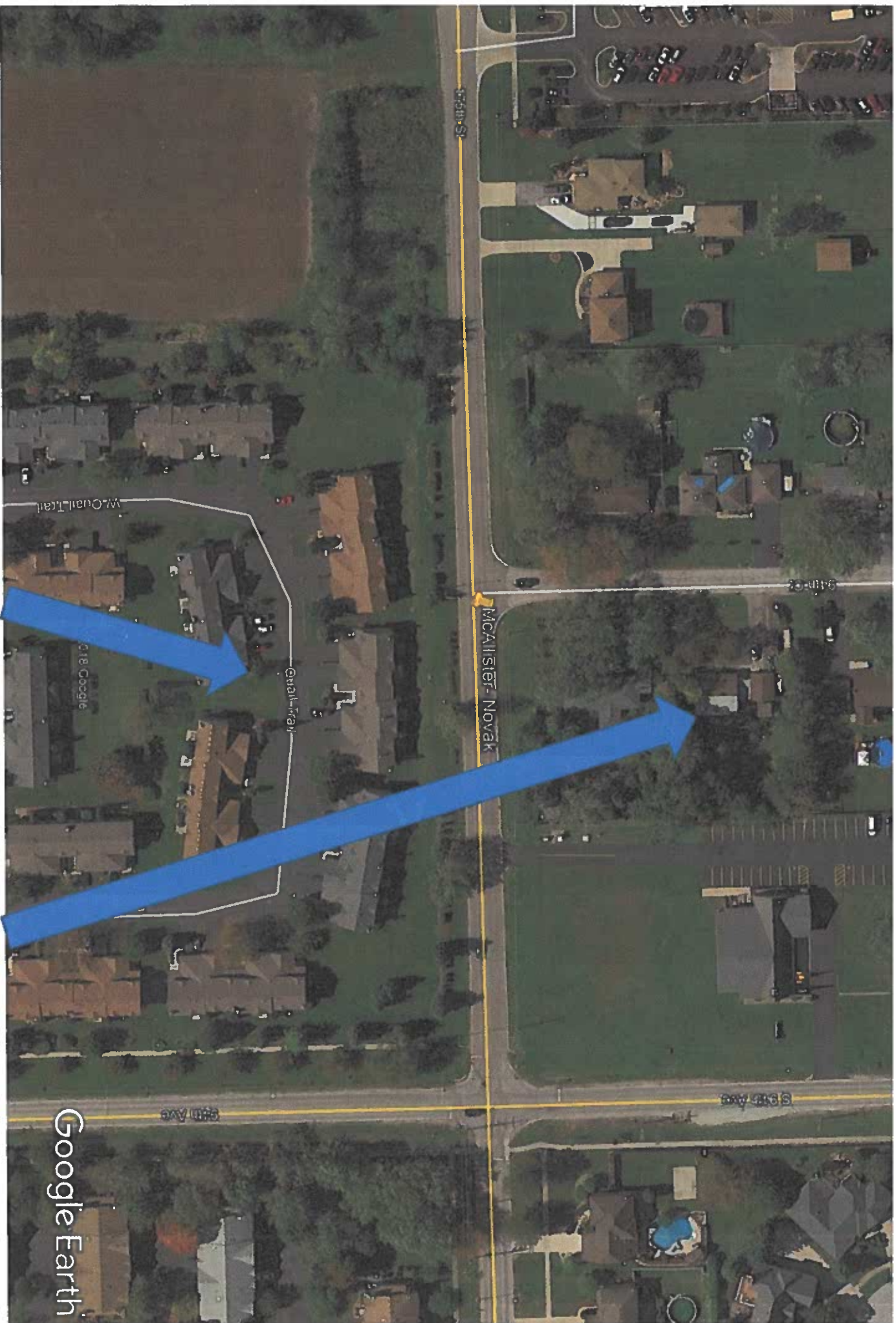
Bronze Star

Both KIA Vietnam

Purple Heart

Purple Heart

N Postkin @
NPS



McAllister Home

Novak Home

Google Earth

PFC EDWARD JAMES NOVAK *941 CT*

Private First Class

G CO, 2ND BN, 7TH MARINES, 1ST MARDIV

United States Marine Corps

21 April 1950 - 22 August 1970

Tinley Park, Illinois

Panel 08W Line 131

PERSONAL DATA

Home of Record: Tinley Park, Illinois

Date of birth: Friday, 04/21/1950

MILITARY DATA

Service: Marine Corps (Regular)

Grade at loss: E2

Rank: Private First Class

ID No: 333427529

MOS: 0331 Machine Gunner

LenSvc: Between 1 and 2 years

Unit: G CO, 2ND BN, 7TH MARINES, 1ST MARDIV

CASUALTY DATA

Start Tour: Tuesday, 05/05/1970

Cas Date: Saturday, 08/22/1970

Age at Loss: 20

Remains: Body recovered

Location: Quang Nam, South Vietnam

Type: Hostile, died outright

Reason: Multiple fragmentation wounds - Ground casualty

24 May 2008

Edward was an M-60 machine gunner (0331). He was awarded the Bronze Star Medal for Valor and a Purple Heart.

From a friend,

Roger K Kolling Jr

A Note from The Virtual Wall

Pfc Novak was killed by a boobytrap while on patrol about 11 kilometers north of Que Son.

PFC ROBERT ALLEN McALLISTER 17574 ST

Private First Class

MORTAR BTRY, 1ST BN, 13TH MARINES, 3RD MARDIV

United States Marine Corps

16 July 1948 - 18 August 1968

Tinley Park, Illinois

Panel 48W Line 046

PERSONAL DATA

Home of Record: Tinley Park, Illinois

Date of birth: Friday, 07/16/1948

MILITARY DATA

Service: Marine Corps (Regular)

Grade at loss: E2

Rank: Private First Class

ID No: 2359816

MOS: 2531 FIELD RADIO OPERATOR

LenSvc: Between 1 and 2 years

Unit: MORTAR BTRY, 1ST BN, 13TH MARINES, 3RD MARDIV

CASUALTY DATA

Start Tour: Thursday, 12/07/1967

Cas Date: Sunday, 08/18/1968

Age at Loss: 20

Remains: Body recovered

Location: Thua Thien, South Vietnam

Type: Hostile, died of wounds

Reason: Artillery, rocket, or mortar - Ground casualty

ON THE WALL Panel 48W Line 046

The President of the United States

takes pride in presenting the

SILVER STAR

posthumously to

PRIVATE FIRST CLASS ROBERT A. McALLISTER

UNITED STATES MARINE CORPS

for service as set forth in the following

CITATION:

"For conspicuous gallantry and intrepidity in action while serving with Mortar Battery, First Battalion, Thirteenth Marines, Third Marine Division in connection with operations against the enemy in the Republic of Vietnam. On 18 August 1968, Private First Class McALLISTER was attached to a provisional artillery battery which was occupying a defensive position northwest of Phu Lo Thua Thien Province. During the early morning hours, the Marines came under a heavy volume of mortar and antitank rocket fire supporting a ground assault by a numerically superior North Vietnamese Army force utilizing automatic weapons, hand grenades and explosive devices. Although mortally wounded when two satchel charges exploded inside his bunker as the advancing enemy penetrated the defensive perimeter, Private First Class McALLISTER crawled over one hundred meters in all attempt to reach the battery aid station. Alertly observing two hostile soldiers attack a bunker containing several Marines, he selflessly exerted his remaining strength to deliver accurate fire, killing or wounding the North Vietnamese soldiers before they could hurl an explosive charge into the bunker. As a result of his heroic and timely actions, several Marines were saved from possible death or serious injury. By his courage, aggressive fighting spirit and unwavering devotion to duty, Private First Class McALLISTER inspired all who observed him and upheld the highest traditions of the Marine Corps and of the United States Naval Service. He gallantly gave his life in the service of his country."

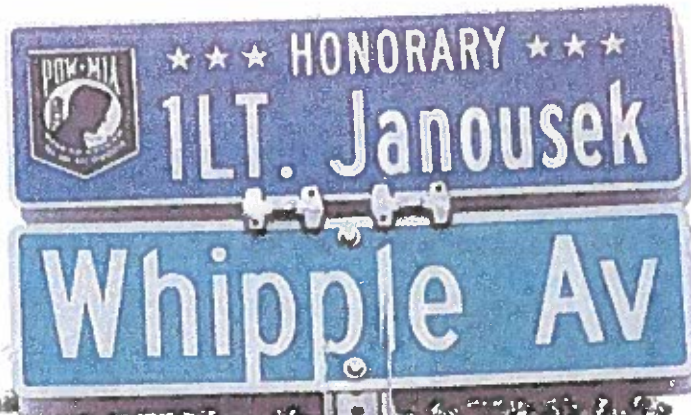
FOR THE PRESIDENT,

H. W. BUSE, JR.

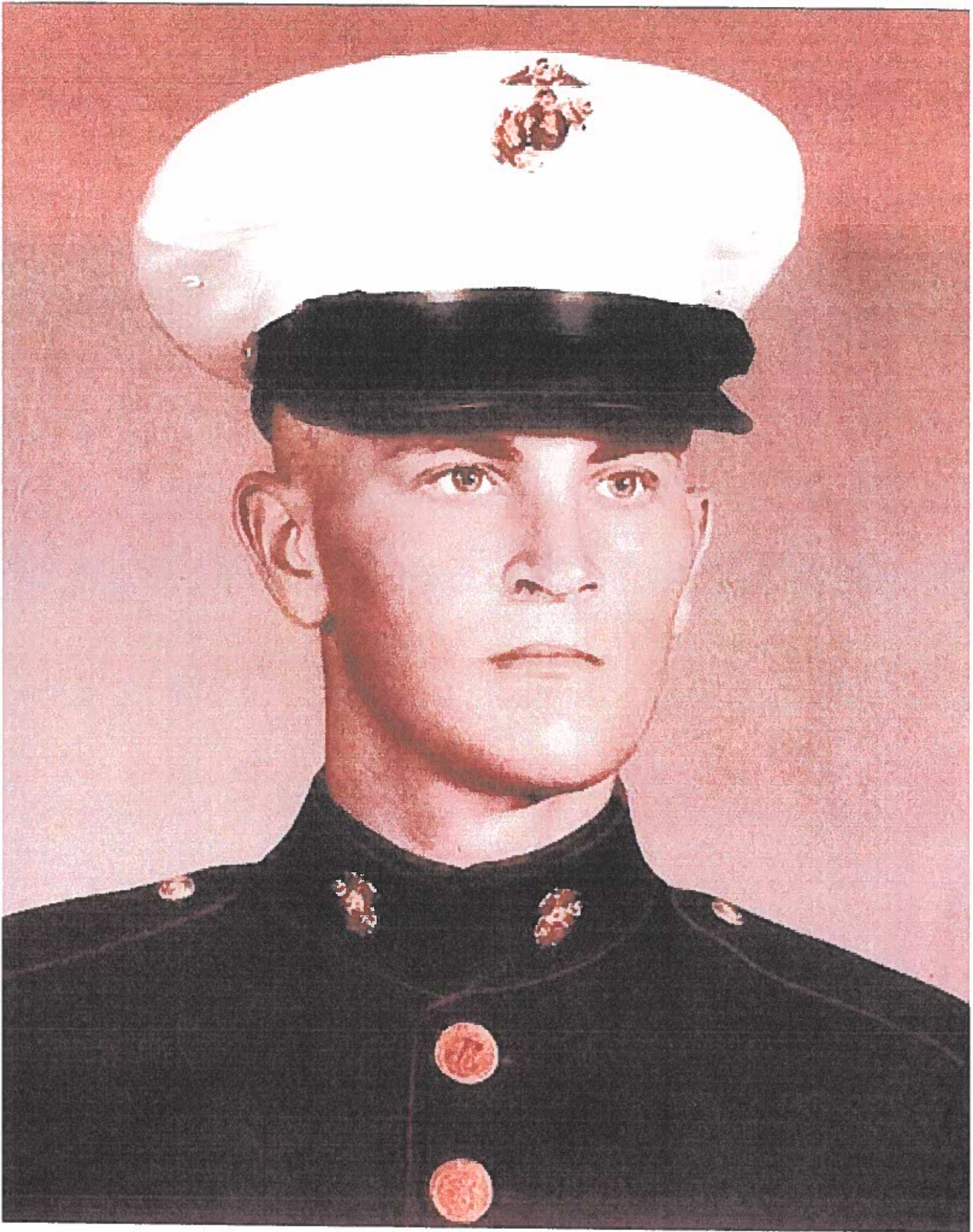
LIEUTENANT GENERAL U.S. MARINE CORPS

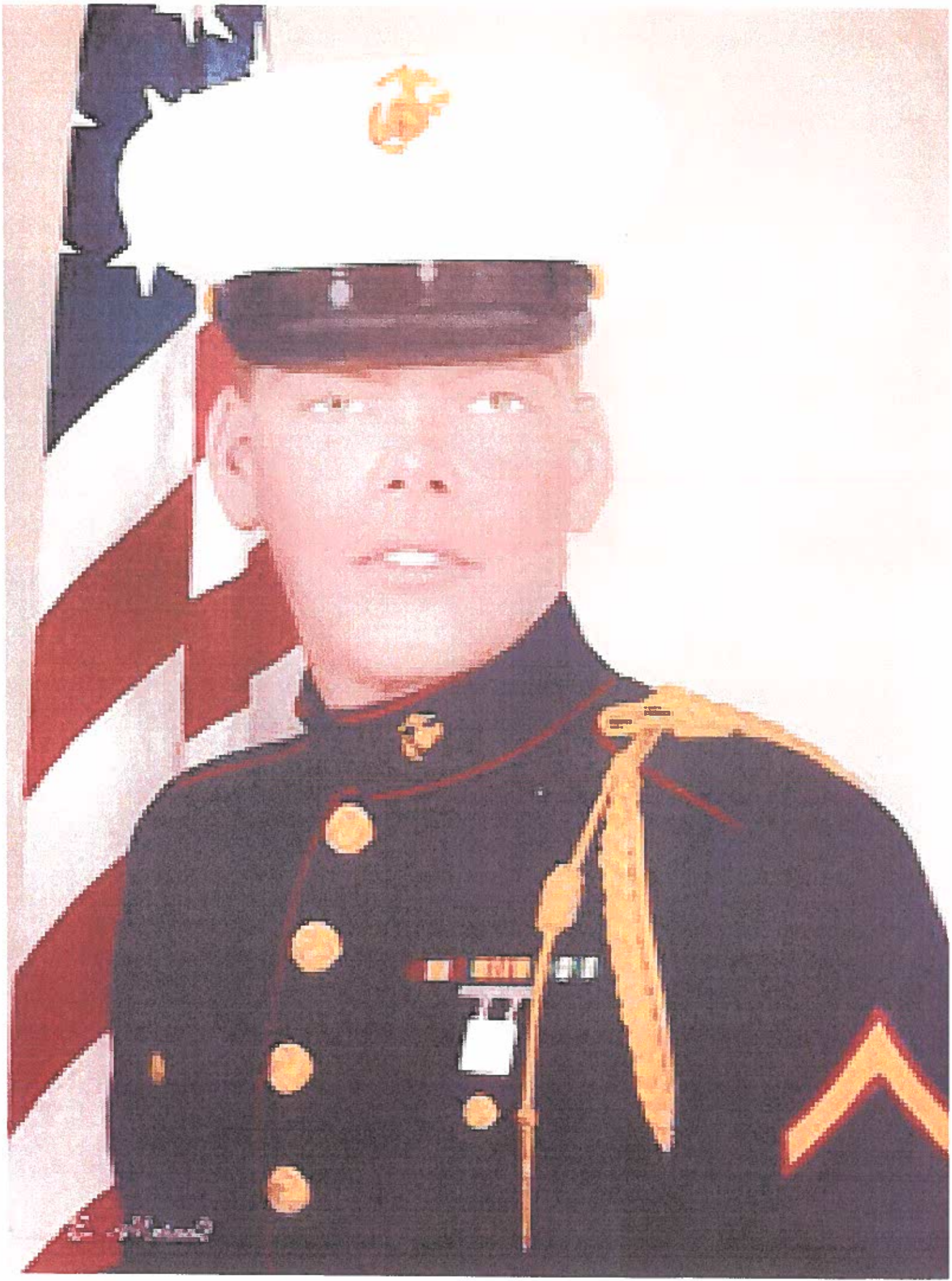
COMMANDING GENERAL, FLEET MARINE FORCE, PACIFIC

147th & Whipple Ave.
Posen, IL









**PUBLIC
COMMENT**

ADJOURNMENT