

**VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE
VILLAGE HALL OF TINLEY PARK, 16250 OAK PARK AVENUE, TINLEY PARK, IL 60477
COUNCIL CHAMBERS
MAY 9, 2017 – 7:30 P.M.**

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE COMMITTEE OF THE WHOLE MEETING ON APRIL 11, 2017.
3. DISCUSS ADDING ONE (1) CLASS O LIQUOR LICENSE – SOUND GROWLER, 8201 183rd STREET, SUITE P.
4. DISCUSS INTERGOVERNMENTAL AGREEMENT BETWEEN VILLAGE OF TINLEY PARK AND STATE OF ILLINOIS FOR 191ST STREET FROM HARLEM TO OAK PARK AVENUE.
5. DISCUSS OAK LAWN WATER ISSUE.
6. DISCUSS HILLWOOD INCENTIVE REQUEST.
7. DISCUSS PRIMAL CUT PARKING LEASE AGREEMENT.
8. DISCUSS REFUSE CODE AMENDMENT.
9. DISCUSS AWARDING CONTRACT – BANNES PEDESTRIAN BRIDGE.
10. DISCUSS DEMO BIDS FOR 17226 OAK PARK AVENUE.
11. DISCUSS ANNEXATION FOR FIRST BAPTIST CHURCH.
12. DISCUSS APPOINTMENT MAYOR PRO-TEM FOR THE 2017/2018 FISCAL YEAR.
13. DISCUSS COMMITTEE STRUCTURE
14. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

ITEM #1

**OPEN THE
MEETING**

MINUTES
Meeting of the Committee of the Whole
April 11, 2017 7:30 p.m.
Council Chambers
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, Il 60477

Present D. Seaman, Mayor
 B. Maher, Village Trustee
 B. Younker, Village Trustee
 J. Vandenberg, Village Trustee

Absent: T. Grady, Village Trustee
 M. Pannitto, Village Trustee
 K. Suggs, Village Trustee

Staff Present: D. Niemeyer, Village Manager
 B. Bettenhausen, Village Treasurer
 L. Godette, Deputy Clerk
 B. Bennett, Commission Secretary

Item #1: OPEN THE MEETING – Chairman Younker called the Committee of the Whole meeting to order at 7:30 p.m.

Item #2: DISCUSS APPROVAL OF THE MINUTES OF THE SPECIAL MEETINGS OF THE COMMITTEE OF THE WHOLE MEETING ON March 14 and March 16, 2017

Motion was made by Trustee Vandenberg, seconded by Trustee Maher, to approve the minutes of the Special Committee of the Whole meetings held on March 14 and March 16, 2017. Vote by voice call. Chairman Younker declared motion carried.

Item #3: DISCUSS ADDING ONE (1) CLASS B LIQUOR LICENSE – SHOP-N-GO, 16663 80TH AVENUE-The petitioner was not present so this discussion deferred to the next meeting.

Item #4: DISCUSS TRANSFER OF REAL ESTATE 7933 DOONEEN AVENUE- Village Treasure Brad Bettenhausen stated with the development of the Bickford of Tinley Park Senior Living facility at 17301 80th Avenue, the developers were required to construct a central stormwater detention pond.

The Village had collected funds from other developments toward the construction of the central pond over many years, so the full weight of the related construction was not solely on the Bickford. The construction of this central pond was not required until the former “Farmer Jones” property was redeveloped (Bickford).

The central stormwater detention pond has been completed and accepted by the Village which now makes this temporary detention pond lot eligible to be returned to the developer in accordance with the pre-annexation agreement. No further action is required.

Item #5 – RECEIVE STRATEGIC PLAN UPDATE- Village Manager, Dave Niemeyer stated when the Strategic Plan was approved last December, the Board requested updates in April and August of each year. Mr. Niemeyer gave the update noting a few Tier 1 projects in progress.

Item #6 – RECEIVE COMMENTS FROM THE PUBLIC – Resident #1 – What is the amount allowed to purchase in the Strategic Plan? At what point do you have to do 3 estimates? Can I stop bringing the podium to the meetings, can you purchase a podium if it is less than \$2,500. People should be reading the Budget document in the Open Government section of the website.

ADJOURN TO EXECUTIVE SESSION – Motion was made by Trustee Vandenberg, seconded by Trustee Maher to adjourn to Executive Session to discuss:

- A. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Vote on roll call: Ayes: Maher, Vandenberg, Younker, Nays: None. Absent: Grady, Pannitto, Suggs. Chairman Younker declared the motion carried and this meeting was adjourned to Executive Session at 7:41 p.m.

Motion was made by Trustee Vandenberg, seconded by Trustee Younker to adjourn this Executive Session and reconvene the Committee of the Whole meeting. Vote on Roll call: Ayes: Maher, Vandenberg, Younker. Nays: None. Absent: Grady, Pannitto, Suggs. Chairman Younker declared the motion carried and this meeting was adjourned to the Committee of the Whole meeting at 8:20 p.m.

Motion was made by Trustee Vandenberg, seconded by Trustee Maher to adjourn the Meeting of The Committee of the Whole Meeting. Vote by voice call: Chairman Younker declared the motion carried and the meeting was adjourned at 8:21 p.m.

bb

cc:

*Village Board
Village Manager
Assistant Village Manager
Village Treasurer
Deputy Village Clerk*



Soundgrowler Brewing Co. - 8201 183rd ST, Suite P - Tinley Park, IL 60487

May 5, 2017

Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

Dear Trustees,

My name is Arturo Lamas and I am the founder of Soundgrowler Brewing Company. Soundgrowler Brewing Company specializes in the production of American style, hop forward beer. Our location is 5,000sf and is located at 8201 183rd St, Suite P in Tinley Park. Our facility has a 15 barrel brewhouse, a full kitchen, and seating for patrons. Our kitchen will focus on Mexican style small plates that will pair well with our beers.

We're currently under construction and expect to open early summer. We believe we have the right team, product and systems in place to succeed in Tinley Park. We look forward to our relationship with your community. Thank you

Sincerely,

A handwritten signature in black ink, appearing to read "Arturo Lamas".

Arturo Lamas
Founder
Soundgrowler Brewing Co.
(708) 845-0004

MEMORANDUM



To: Village Board

From: David Niemeyer, Village Manager *DN*

cc: Steve Tilton, Assistant Village Manager
Jennifer Prinz, Village Engineer

Date: May 5, 2017

Re: 191st St. Extension - Harlem to Oak Park Avenue

Attached please find a resolution in regards to a project that is extending 191st Street, from Harlem Avenue to Oak Park Avenue, and making associated improvements. This project is being funded primarily by federal and state grants as is shown in the attached chart. We recently received bids for the project, and the low bid came in at \$3,298,364.11, well under the estimate of \$3,446,000.

Robinson Engineering will be at the Committee of the Whole meeting on Tuesday, May 9, 2017 to review the bids and explain the resolution and agreement that must be approved by the Village Board at the May 16, 2017 Village Board meeting.

RESOLUTION NO. _____

**A RESOLUTION AND AGREEMENT WITH THE STATE OF ILLINOIS AND
THE VILLAGE OF TINLEY PARK APPROPRIATING FUNDS FOR THE 191ST
STREET – IL 43 TO OAK PARK AVENUE IMPROVEMENT PROJECT**

WHEREAS, the Village of Tinley Park has determined that there is a need to reconstruct/widen the intersection of IL Route 43 and 191st Street, and extend 191st Street from Prosperi Drive to Oak Park Avenue; and

WHEREAS, Design Approval for the project was obtained from the Illinois Department of Transportation (IDOT) in June 2007; and

WHEREAS, the project has been approved by the South Suburban Mayors and Managers Association (SSMMA) to receive Federal Surface Transportation Program (STP) funds and State funds for Construction and Construction Engineering costs in the amount of \$2,919,000.00; and

WHEREAS, in order to obligate Federal funding of local highway improvements, the Village of Tinley Park is required, under IDOT policies, to enter into a Local Agency Agreement for Federal Participation for the funding of said local improvements, and

WHEREAS, the attached Local Agency Agreement for Federal Participation between the State of Illinois and the Village of Tinley Park defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvements in the amount of \$579,364; said agreement attached hereto and hereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Village of Tinley Park that the attached Local Agency Agreement for Federal Participation is hereby approved and that construction costs exceeding agreed amounts will be appropriated by resolution within 45 days of award; and

BE IT FURTHER RESOLVED, that this project is hereby designated as Village Section Number 01-00098-00-RS, State Job Number C-91-124-17, and Federal Project Number M-8003(408); and

BE IT FURTHER RESOLVED, that the Village President is hereby authorized to execute said Agreement.

PASSED this _____ day of _____, 2017, with _____ members voting aye, _____ members voting nay, the Village President _____ voting, and with _____ members absent, said vote being:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2017

Village President

(SEAL)

ATTEST:

Village Clerk

Please see the breakdown below for additional information regarding the funding for 191st Street. This is a better explanation of the Village's share in the total cost of the project. It shows that because we were successful in getting the state to kick in money for the improvements associated with Harlem Avenue, we were able to reduce the Village's share to 16.6% of the total cost.

Share per Intergovernmental Agreement Limits

Funding Table (AS BID)	Total Cost	Federal (STP)	State	Local
Construction	\$3,298,364	\$2,520,000	\$239,000	\$539,364
Construction Engineering	\$200,000	\$160,000	\$-	\$40,000
TOTAL	\$3,498,364	\$2,680,000	\$239,000	\$579,364

Construction and CE (As-bid)		\$3,498,364		
	Original Funding Split	Calculated Share	Actual Share	As Calculated Funding Split
Federal Percentage	80%	\$2,798,691	\$2,680,000	76.6%
Local Percentage	20%	\$699,673	\$579,364	16.6%
State Percentage	0	\$-	\$239,000	6.8%
		\$3,498,364	\$3,498,364	

MEMORANDUM



To: Village Board


From: David Niemeyer, Village Manager *DN*

Date: May 5, 2017

Re: Oak Lawn Water Project

I would like to update the Village Board on the Oak Lawn Water Project. Attached is the PowerPoint presentation I will be making at the Committee of the Whole meeting to be held on Tuesday, May 9, 2017.

Regional Water System (RWS) Project Update

A decorative graphic consisting of a solid teal horizontal bar at the top, followed by a white space, and then several thin, parallel horizontal lines in teal and white extending across the width of the slide.

Tuesday, May 9, 2017
Tinley Park Village Board

Agenda

- **Purpose of Presentation**
- **Project History and Status**
- **Original vs Current Cost Estimate**
- **Effect on Municipal Customers and Water Users**
- **Next Steps**

Purpose of Presentation

- Provide overall project update
- Explain concern for cost increases, scope changes
- Address delay in receiving information requested by Municipal Customers
- Discuss direction for moving forward

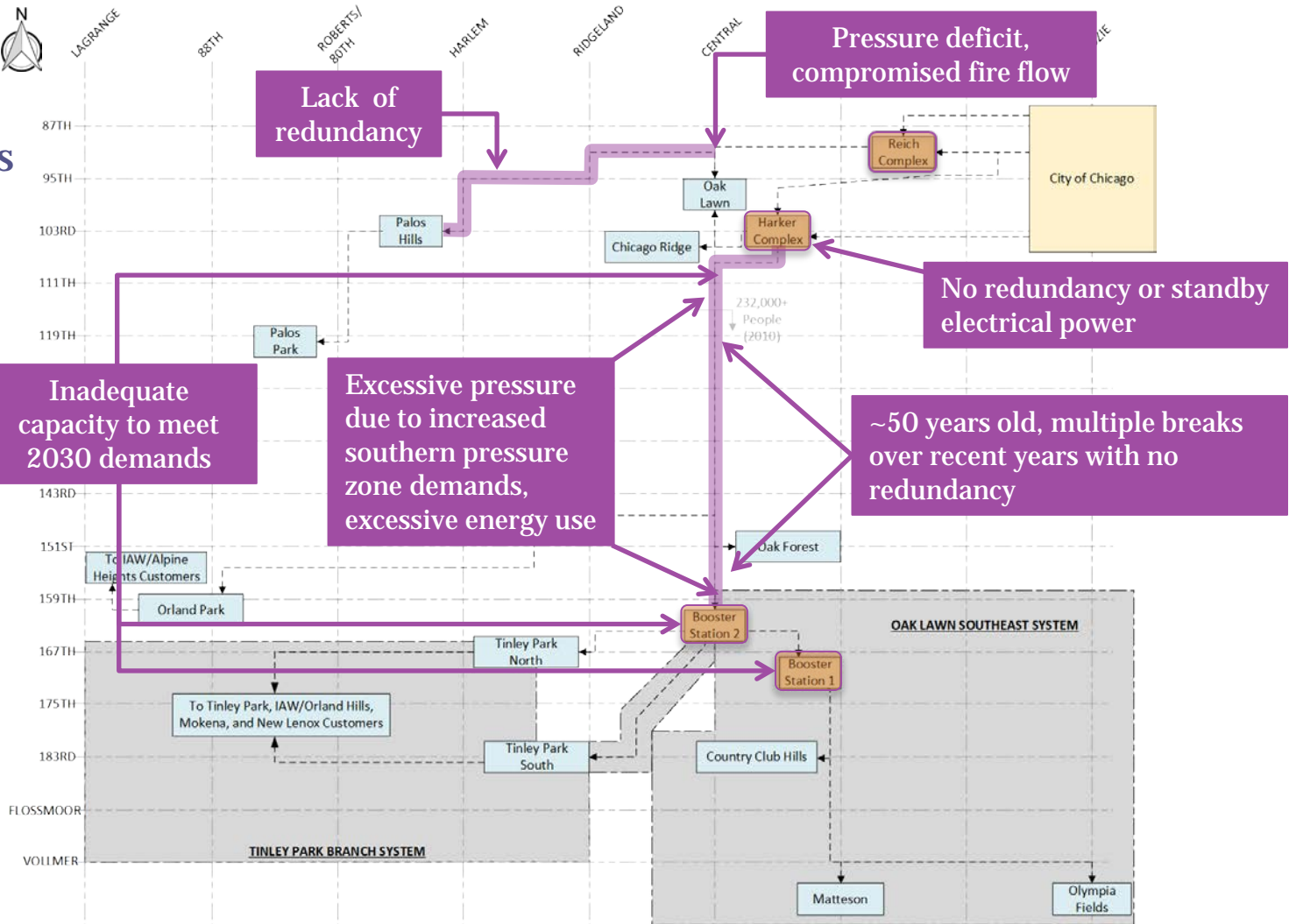
RWS History

- 2005 drought and 2008 high-flow year stressed existing system infrastructure
- There have been main breaks on the primary Central Avenue line to Tinley Park at least once annually the last several years
- Recently, there were four separate breaks at one time on the line
- Need for Redundant line identified. Only line feeding the Oak Lawn communities was installed in the 1970s when population in Tinley Park, Mokena and New Lenox was much smaller

RWS History cont'd

- **Developed Master Plan for system improvements – 2008-2009**
 - All customer communities provided input
 - Identified several infrastructure deficiencies
 - Targeted improvements necessary to meet 2030 IDNR Flow Allocation
- **May 2009 - Received unanimous resolutions from Southwest Customer Communities in support of Master Plan implementation**

Current System Deficiencies



Lack of redundancy

Pressure deficit, compromised fire flow

Inadequate capacity to meet 2030 demands

Excessive pressure due to increased southern pressure zone demands, excessive energy use

No redundancy or standby electrical power

~50 years old, multiple breaks over recent years with no redundancy

232,000+ People (2010)

TINLEY PARK BRANCH SYSTEM

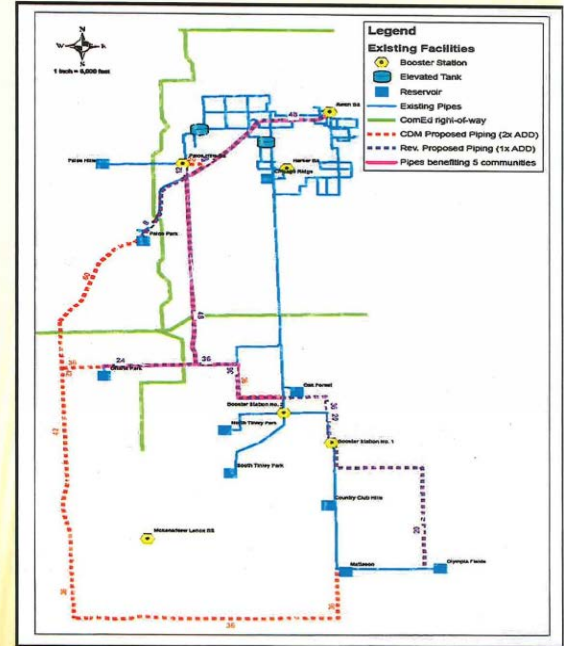
OAK LAWN SOUTHEAST SYSTEM

RWS Planning & Input

- Peer Review of Master Plan
 - Route change from IDOT roadways to ComEd/Forest Preserve “green field”
 - Costs reviewed
- Customer contract negotiations and input
- Periodic operators and managers meetings since 2011

DISCUSS A “GREEN FIELD” ALIGNMENT ALTERNATIVE

1. Green Field (ComEd) alignment has been researched.
2. ComEd has allowed utilities to be installed within transmission corridors before.
3. This could reduce construction costs moving forward.
4. Would like to continue evaluating this as a possible alignment alternative with Oak Lawn’s support.



RWS Improvements Program (Original)

- Peer Review – 2009-2011
- Southwest Customer Community Contract Negotiations – 2009-2013
- North Customer Community Contract Negotiations – 2009-2014
- Preliminary Engineering – 2011-2012
- Pump Station Improvements
 - Design – 2013-2016
 - Construction – 2013-2018
- Transmission Main Improvements
 - Design – 2014-2016
 - Construction – 2016-2018

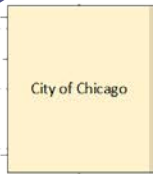
Original Planned Improvements



LAGRANGE 88TH ROBERTS/
80TH HARLEM RIDGELAND CENTRAL CICCERO PULASKI

Added Southern Pressure Zone pump station at Reich

New spurs to remove single points of failure and alleviate fire flow deficiencies in Oak Lawn

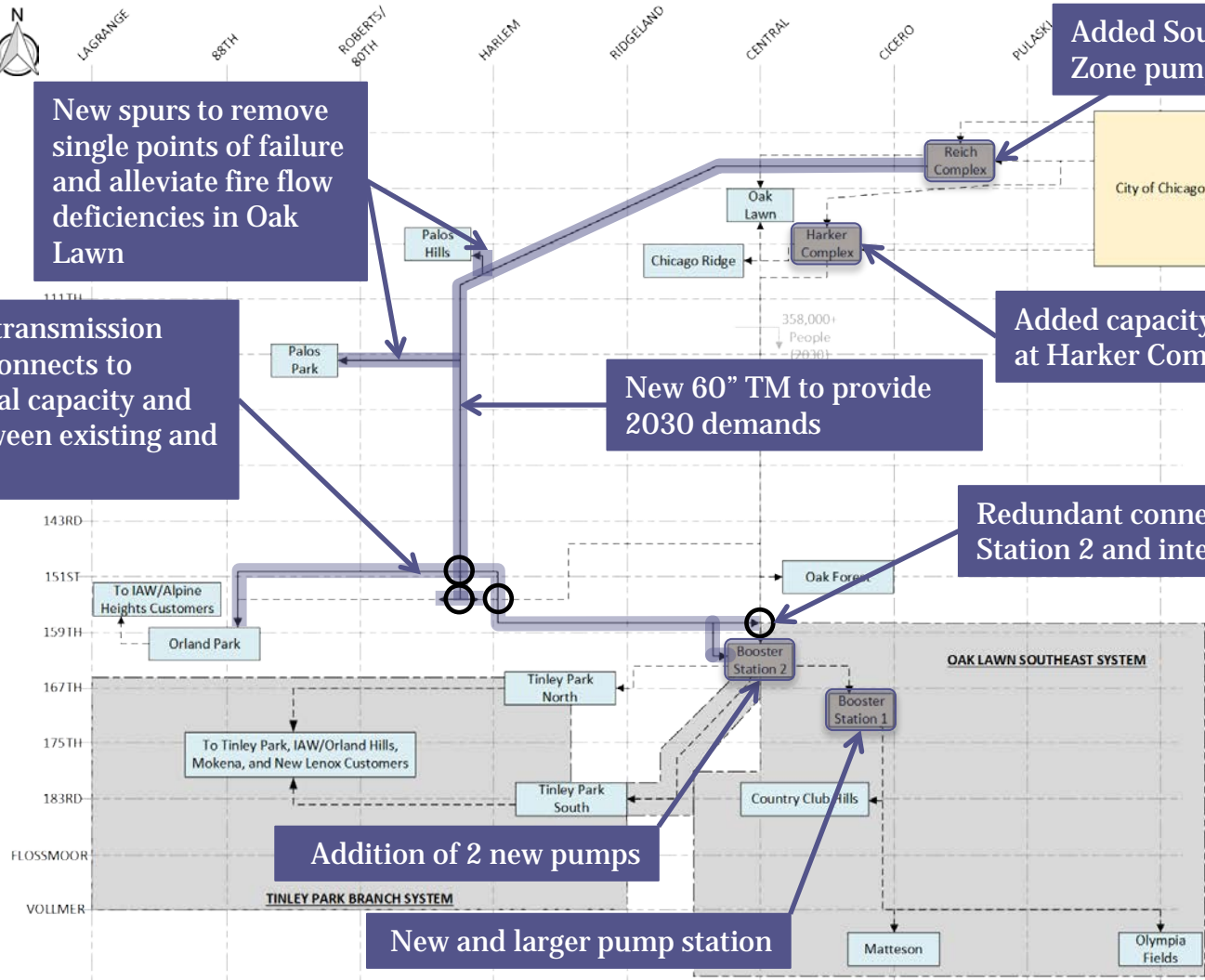


New Crosstown transmission main with interconnects to provide additional capacity and redundancy between existing and new systems

New 60" TM to provide 2030 demands

Added capacity & reliability at Harker Complex

Redundant connection to Booster Station 2 and interconnect



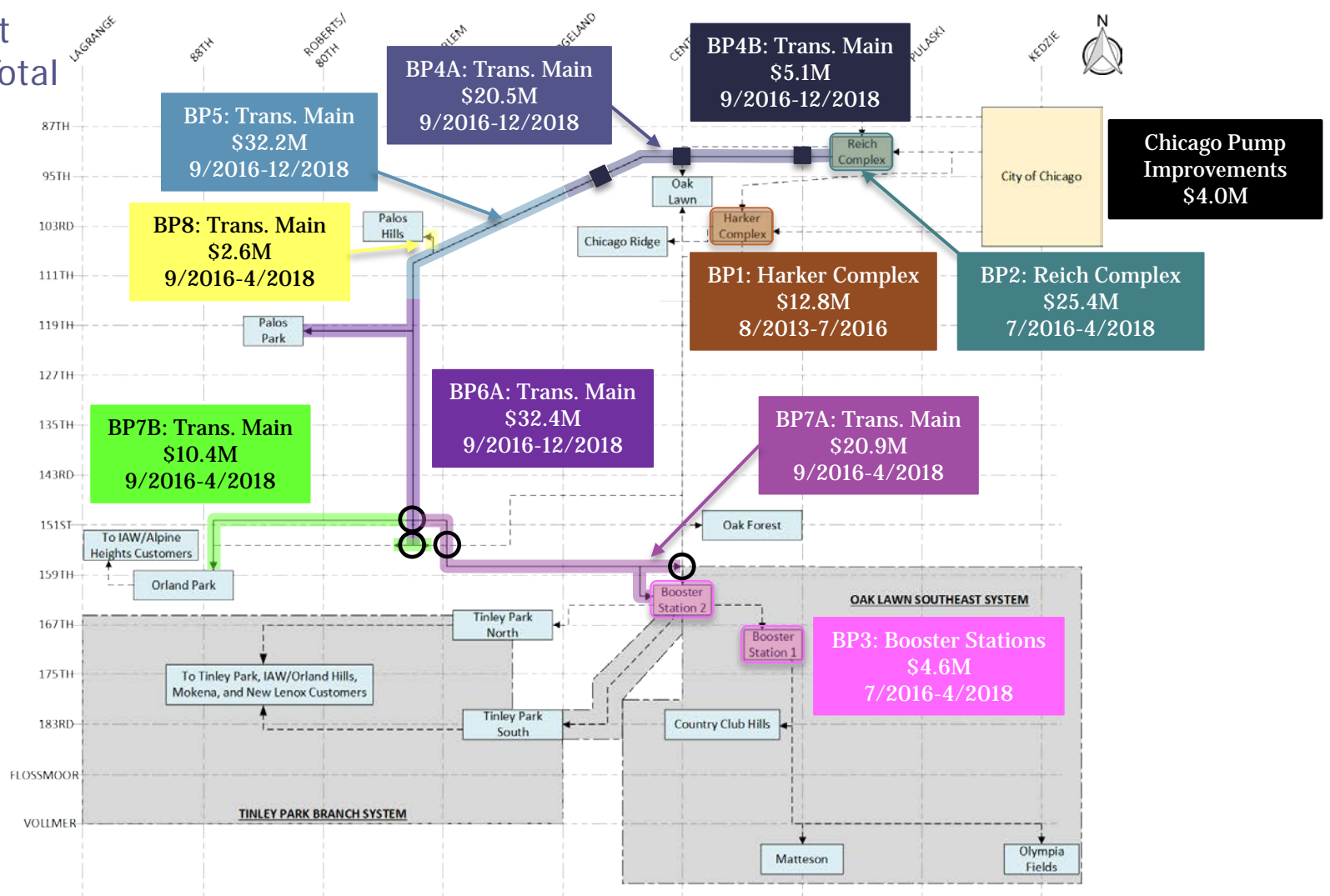
Addition of 2 new pumps

New and larger pump station

RWS Improvements Program Benefits

- Meets 2030 capacity needs
 - Facility improvements at Harker, Reich, and Booster Stations
 - New 60-inch transmission main
- Provides backup power at pumping stations
- Addresses safety concerns at Booster Station 1
- Addresses Oak Lawn elevated tank and fire flow deficiencies
- Provides redundancy at average flow during emergency and planned maintenance
- Adds asset management plan for existing infrastructure

Original Project Schedule @ a Total Cost of \$171M



Current Status of Awarded Bid Packages

- Harker Complex – 99% complete
- Tinley Park will benefit from this with improvements in power reliability
- Reich Complex – January 2018 planned completion
- Booster Station #1 and #2 –
 - May 2017 planned completion
 - 2 pumps will be added that will help with flow capability



Cause for Mayor's Meeting

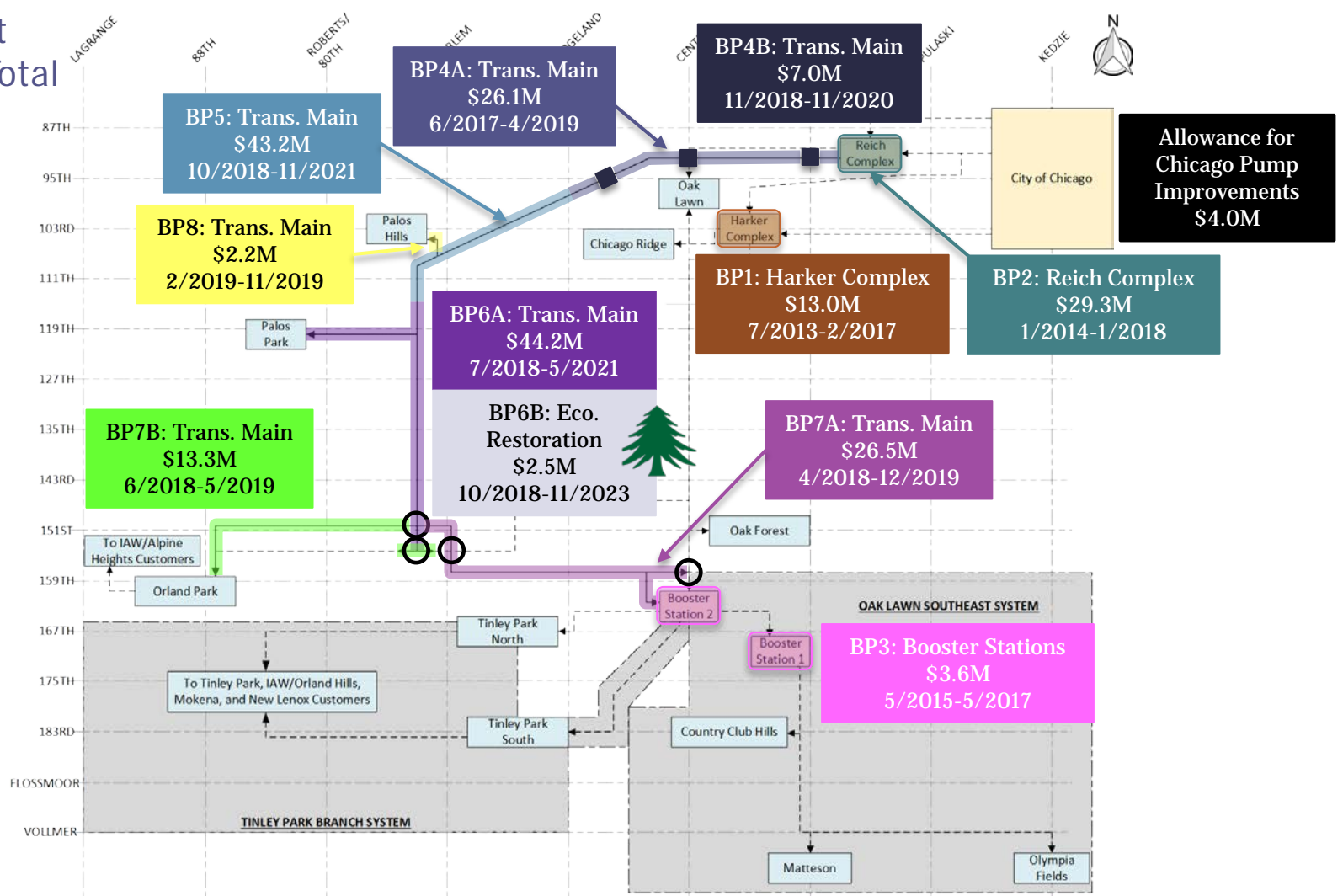
- Award of Bid Package 4A, added to all previously awarded bid packages, would exceed the contingency limit of 5% of \$171 million as per the RWS Agreement
 - As a result, award of Bid Package 4A would require Executive Consent (approval by Customer Municipal Managers)
 - Oak Lawn requested Executive Consent Approval
 - Municipal Managers denied Executive Consent approval of Bid Package 4A
 - Project now at an impasse pending approval of Bid Package 4A



CDM Smith

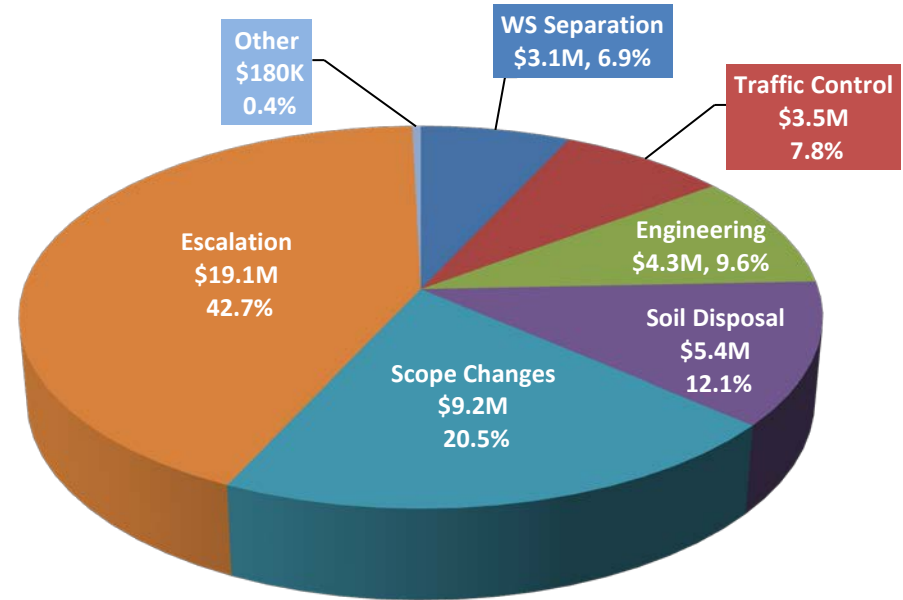
Presentation of Cost Changes

Current Project Schedule @ a Total Cost of \$216M

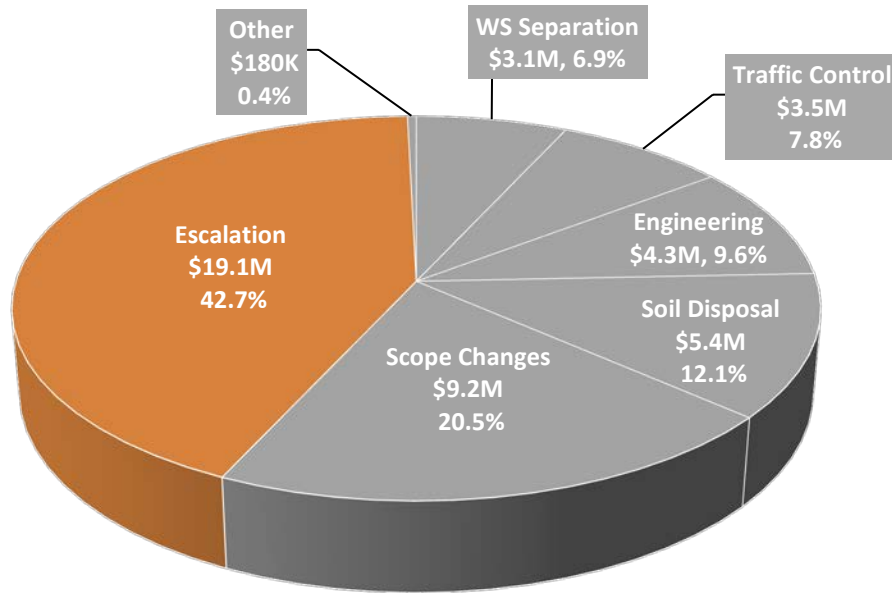


Original vs. Current Program Cost

- Total Original Program Cost Estimate - \$171 million
- Total Current Program Cost Estimate – \$216 million
 - Additional \$44M not reflected in Total Current Program Cost Estimate due to negotiations with CCFPD, Com Ed and IDOT
- Total Project Cost Increase - \$45 million

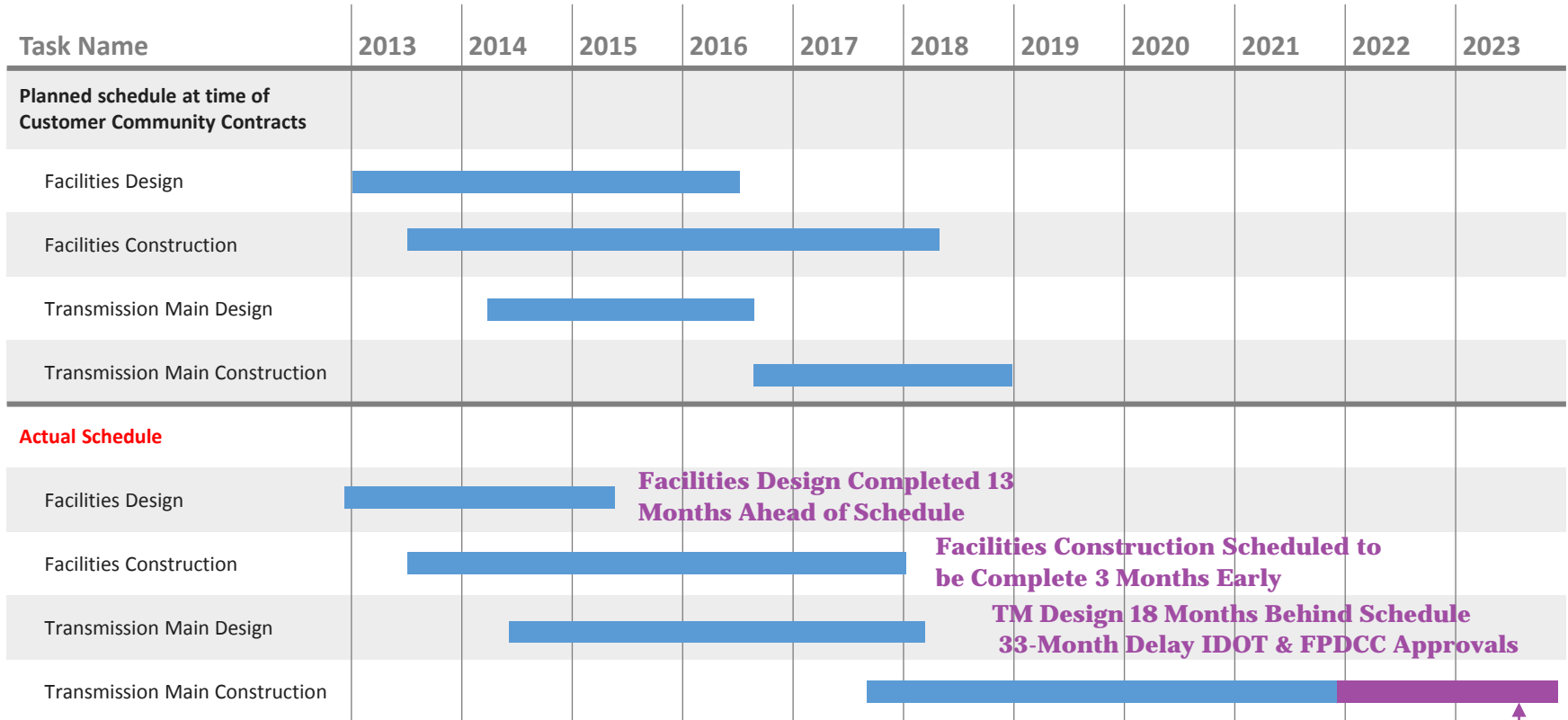


Cost Increases



- IDOT & FPDCC approval delays = 35 months
- FPDCC Ecological Restoration process = 59 months

Original vs. Current Program Schedule



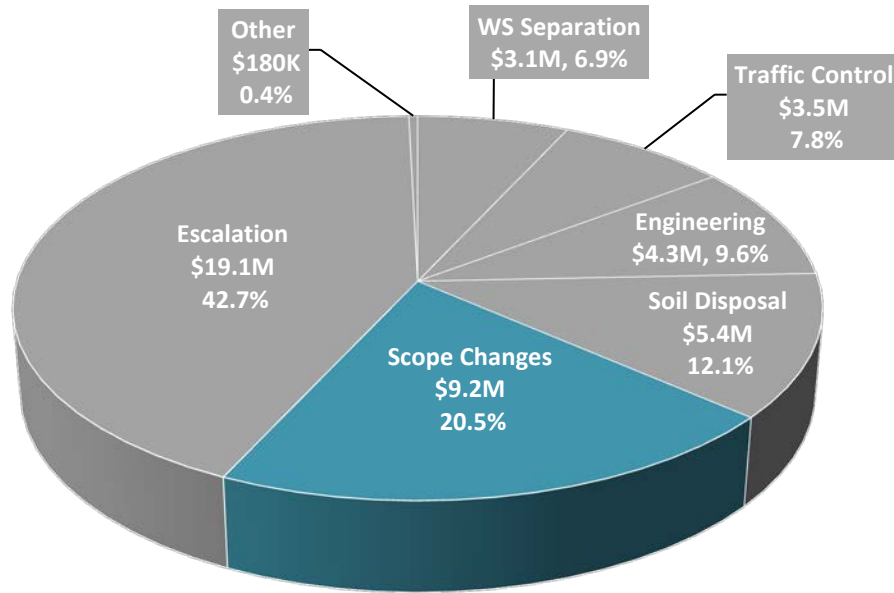
Facilities Design Completed 13 Months Ahead of Schedule

Facilities Construction Scheduled to be Complete 3 Months Early

**TM Design 18 Months Behind Schedule
33-Month Delay IDOT & FPDC Approvals**

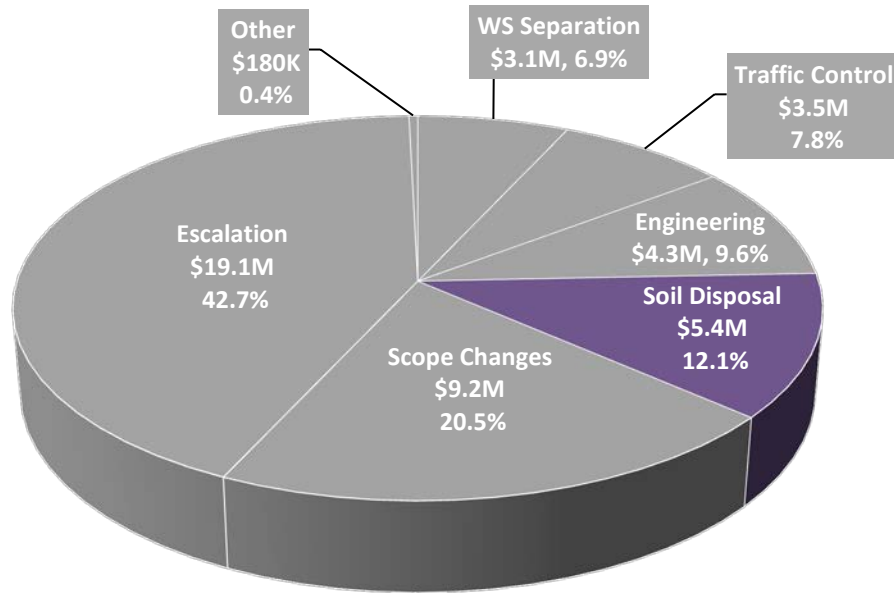
Program completion delayed an additional 2 years beyond pipeline construction due to FPDC ecological restoration

Cost Increases



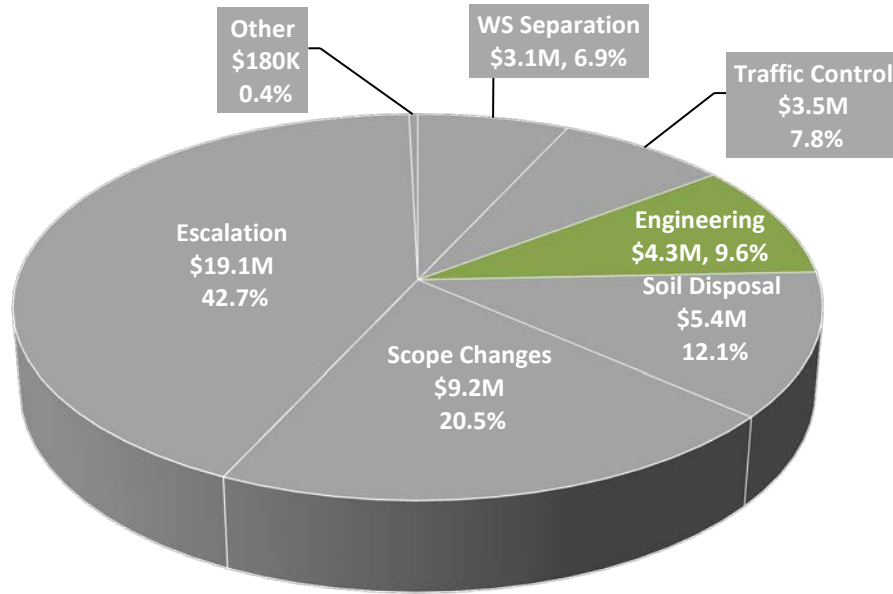
- Ecological restoration and bike trails for FPDCC license negotiations
- Additional FPDCC and ComEd licenses
- Tunneling to avoid FPDCC wetlands
- Alignment change to avoid IDOT bridge
- Orland Park Spur 2 diameter and alignment change
- Palos Park Spur alignment change

Cost Increases



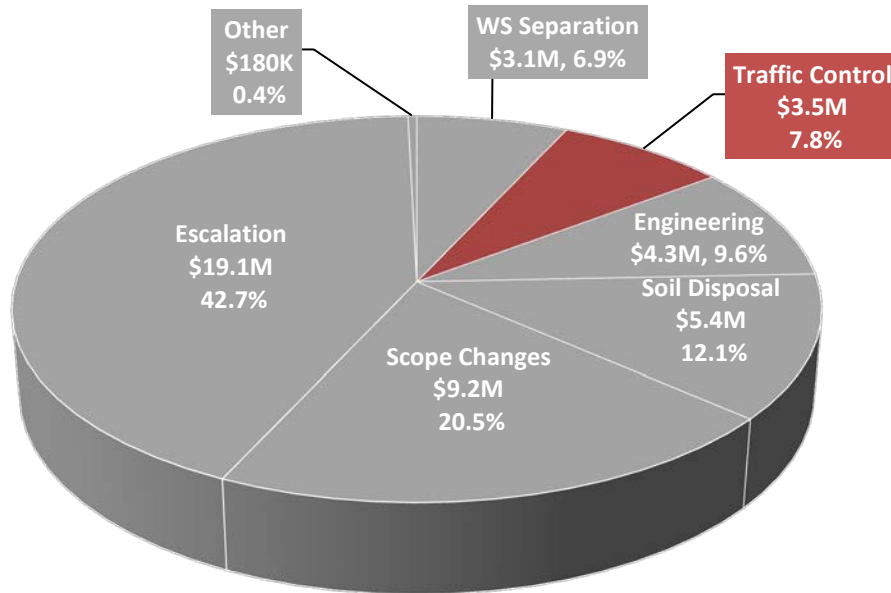
- Soil contamination found after field investigations
- Industry practice applied to reduce risk

Cost Increases



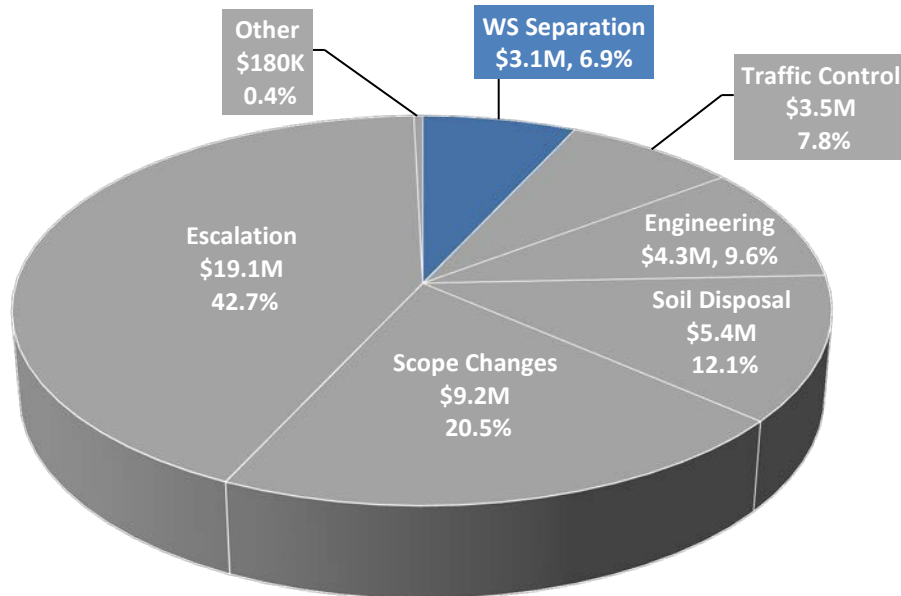
- Design of in-scope work completed under budget
- Engineering as a % of construction is less than original planned cost
- Extended duration of construction increases engineering services during construction

Cost Increases



- **Additional traffic control and signal restoration requirements imposed by IDOT/Cook County**

Cost Increases



- Sewer lining or relocation of sewers to meet IEPA requirements

Potential Additional Cost Increases

- Soil disposal to a clean construction and demolition debris (CCDD) facility will be allowed within the ComEd corridor
- Open cuts on IDOT and Cook County roadway crossings
- January 2020 transmission main construction mid-point
- ComEd easement will not exceed \$1,659,000
- FPDCC permitting will not exceed \$1,260,000
- New FPDCC trails will not exceed \$275,000/mile
- Escalation of labor & raw materials assumed as 3%/year

Municipal Manager's Wrap Up

Customer Community Actions

- December 2015 – Oak Lawn discloses significant project cost increases
 - Requested additional information for all identified cost overruns
- July 2016 - Rejected Original Bid Package 4A
 - Bids were significantly higher than Engineers Estimate
 - CDM Smith performed value engineering
- Rebid Bid Package 4A
 - \$6.2 million under original bid
- Based on revised costs related to Bid Package 4A, determined Executive Consent was required as total cost of project to date exceeded 105% of original cost estimate of \$171 million

Customer Community Actions (Cont'd)

- Requested meeting to review significant increase in overall project costs
- Retained CBBEL to review construction engineering agreement
 - Reduced overall project engineering by \$3.5 million from CDM Smith's revised engineering costs
- Per contract terms, formally notified Oak Lawn of refusal to award Bid Package 4A
- Scheduled Mayor's Meeting to provide an update and obtain guidance going forward

Effect on Water Users (Based on usage of 8,000 gallons per month)

Customer	Annual Water Bill Increase - Original Cost	Annual Water Bill Increase - Revised Cost	Variance
Chicago Ridge	\$ 13.5756	\$ 16.2998	\$ 2.7241
Mokena	\$ 118.9283	\$ 142.7929	\$ 23.8646
New Lenox	\$ 164.3230	\$ 197.2968	\$ 32.9737
Oak Forest	\$ 92.6603	\$ 111.2539	\$ 18.5936
Oak Lawn	\$ 58.6814	\$ 70.4567	\$ 11.7753
Orland Park	\$ 115.1384	\$ 142.7715	\$ 27.6332
Palos Hills	\$ 97.3816	\$ 117.9964	\$ 20.6148
Palos Park	\$ 132.0224	\$ 158.5145	\$ 26.4922
Tinley Park	\$ 127.8105	\$ 153.4575	\$ 25.6470

Issues Going Forward

- **Present to Municipal Boards**
 - Obtain Board authority to move forward
- **Future Approval Process**
 - Oak Lawn and all Customer Communities approval of all future bid packages
 - Change order approval
 - Construction Management Contracts
- **Improved Communication and Oversight**
 - Require additional communication from Construction Engineer
 - Expectations for processing Change Orders
 - Include in Construction Management Contracts going forward



Memorandum

Community Development

Date: May 5, 2017

To: Mayor Vandenberg
Tinley Park Board of Trustees

From: Patrick Hoban, Economic Development Manager

Re: Hillwood Properties Incentive Request

Project:

Hillwood Properties plans to invest approximately \$18,183,907 in the development of a speculative industrial logistics/manufacturing facility on the vacant lot west of the M-Block building, located at 18604 Ridgeland Ave. (PIN's 31-06-401-001-0000 and 31-06-400-003-0000). The property is currently a vacant lot; the original PUD approval included a 300,000 sq. ft. building on this lot. A Class 8 property tax reclassification incentive was granted for the entire property and M-Block building currently has a Class 8 property tax classification. The property was recently subdivided and the vacant lot is considered the second phase of the original PUD. Due to the time lapse since the original agreement for a Class 8 for the M-Block building, Cook County has requested a new application for the vacant parcel.

Hillwood Properties is one of the world's largest owners and managers of industrial property and has demonstrated knowledge of the regional industrial building market and the new building will be able to be a single or multi-tenant building.

Request:

Hillwood is requesting a Class 8 incentive. Cook County provides an incentive program to allow the reclassification of industrial property to effectively lower their tax. One of these program incentives is the Class 8 reclassification program. Rich Township has been designated as eligible for Class 8 reclassification based on studies performed in the past and approved by the Village and Cook County. "But for . . ." the reclassification to a Class 8, which will provide a 60% savings on industrial property taxes for 10 or more years (up to 20 years with an extension), Hillwood Properties would be unable to attract suitable industrial tenants to the Village. High property taxes are a primary reason Class 8 incentives are granted and the inherent competition with Will County and Indiana.

Incentive Policy Checklist:

The following statements are in line with the Village or Tinley Park's incentive policy.

1. The project meets the Class 8 recommendation guidelines in Section D. 4. of the approved Incentive Policy
2. The developer will file the Cook County forms; plans to be the long term owner/investor; plans to comply with Village and County obligations of the Class 8.
3. Significant increased property assessed value and taxes will be generated for both the Village and all other taxing bodies, even with the Class 8.



4. The location of the building is desirable to the community as established in the previously approved PUD, and enhances the value of adjoining developable land.
5. Increased employment will be provided as the building becomes occupied by tenants. According to the US Energy Information Administration buildings between 200,001-500,000 sq. ft. average 1 worker per 1,024 sf. ft. or 292 employees for a 300,000 sq. ft. building (this varies by industry).
6. The project will not create a burden and will effectively utilize existing Village infrastructure.
7. The Class 8 property tax reclassification in the Rich Township in Cook County makes the vacant industrial property marketable and competitive.
8. The project meets the Targeted Development area guideline B. 8. In the approved Incentive Policy.

Benefits:

The project will be an enhancement to the Village and the neighborhood by the occupancy of a vacant industrial lot in the Tinley Park Corporate Center, a planned location for industrial companies in the Village.

ECC Recommendation:

Staff is recommending approval to the ECC at its regular May 8th, 2017 meeting. Staff will forward the recommendation from ECC to the Village Board at their May 16th meeting.





33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

May 4, 2017

VIA US MAIL AND EMAIL

Patrick Hoban, CEcD, EDFP
Economic Development Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

RE: Class 8 Resolution Request
I-80 Commerce Center No.2, LLC or its Assignee
18604 Ridgeland Ave
Tinley Park, Illinois 60477
PINs: 31-06-401-001-0000

Dear Patrick:

I-80 Commerce Center No.2 LLC or its assignee (collectively, the "Applicant") is the current owner of the above referenced property and is requesting a Resolution from the Village of Tinley Park supporting and consenting to a Class 8 Tax Incentive for the subject property based on New Construction. The Applicant plans to build a brand new, 297,330 square foot facility and lease it to up to two tenants for distribution, warehousing or freight forwarding operations.

The total land area of the Subject Parcel located at 18604 Ridgeland Ave in Tinley Park, Illinois 60477 (PINs: 31-06-401-001-0000) is approximately 950,871. The property is unimproved and vacant.

The Applicant plans to spend approximately \$16,367,729 in construction costs to build this brand new facility. This project will include, but will not limited to, the following:

- Building a 297,330 square foot shell
- Approximately 86 truck docks/trailer spaces
- Approximately 340 total parking spaces
- Landscaping
- Road connections between the site to the west and Ridgeland Ave.

THE LAW OFFICES OF
LISTON & TSANTILIS

The Applicant expects this construction to begin as soon as possible and create approximately 100 construction jobs. The Applicant is seeking to obtain bids from local contractors on the project where feasible

Beyond the substantial improvement of a vacant parcel in Tinley Park, Applicant projects that this project could bring up to 340 new jobs at the site.

The Applicant believes they can attract high quality tenants to the property; however, this is dependent on the Class 8 Tax Incentive. The property is located near Will County and the State of Indiana, both of which have taxes that are substantially lower than Cook County's. Without a Class 8 Tax Incentive, the Applicant does not believe they can compete for tenants against properties located in either Will County or Indiana. Without a Class 8 Tax Incentive, the property will remain vacant and unused for the foreseeable future.

Based on the above information, the Applicant requests a Resolution from the Village of Tinley Park supporting and consenting to a Class 8 Incentive for the subject property based on New Construction. Please review this letter and the attached materials and place the Applicant on the agenda for the next Committee as a Whole meeting. Should you have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,

Brian Liston
Encls.

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 8
ELIGIBILITY APPLICATION

CONTROL NUMBER

Carefully review the Class 8 Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: I-80 Commerce Center No. 2, LLC Telephone: (847) 233-6301
Company: _____
Address: 9525 West Bryn Mawr Ave.
City: Rosemont State: IL Zip Code: 60018
Email: don.schoenheider@hillwood.com

Contact Person (if different than the Applicant)

Name: Don Schoenheider Telephone: (847) 233-6301
Company: Hillwood Development Company LLC
Address: 9525 West Bryn Mawr Ave.
City: Rosemont State: IL Zip Code: 60018
Email: don.schoenheider@hillwood.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 18604 Ridgeland Ave
Permanent Real Estate Index Number: 31-06-401-001-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____

City: Tinley Park State: IL Zip Code: 60477
Township: Rich Existing Class: 1-00

Class 8 application is based upon the location of the property in:

- 1) An area which has been certified for Class 8
- 2) One of the following townships: Bloom, Bremen, Calumet, Rich, or Thornton
- 3) Property obtained through the Cook County Tax Reactivation Program

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Property Use

Type of Development: Industrial or Commercial (Please circle)

General Description of Proposed Property Usage warehouse, distribute or manufacture

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
Commencement (*excluding demolition, if any*): Summer 2017

Estimated date of construction completion: 2018

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCES)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? See attached.

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See attached. Part-time: See attached.

How many new permanent full-time jobs will be created as a result of this proposed development?

See attached.

How many new permanent full-time jobs will be created as a result of this proposed development?

See attached.

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 8 Application and that it finds Class 8 necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the Incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the Incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 8 Incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Don Schoenheider

Print Name

Date

Senior Vice President

Title

**Note: If title to the property is held in trust or by a corporation or a partnership, this Class 8 Eligibility Application must be signed by a beneficiary, officer or general partner.*

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

Under the TEERM Program, qualifying industrial/commercial real estate would be eligible for the Class 8 level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 8 will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.

No applications will be taken after November 30, 2018.

I n/a applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

n/a

Agent's Signature

n/a

Agent's Name & Title

n/a

Agent's Mailing Address

n/a

Agent's Telephone Number

n/a

Applicant's Name

n/a

Applicant's Mailing Address

n/a

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Don Schoenheider as agent for the applicant set forth below, who is seeking a classification Incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application renewal (*circle as appropriate*) for one of the following development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended
3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

<u>Agent's Signature</u> 9525 W. Bryn Mawr Avenue, Rosemont, IL 60018	<u>Don Schoenheider, Senior Vice President</u> Agent's Name & Title
<u>Agent's Mailing Address</u>	<u>847-233-6301</u> Agent's Telephone Number
<u>Applicant's Name</u> don.schoenheider@hillwood.com	<u>9525 W. Bryn Mawr Avenue, Rosemont, IL 60018</u> Applicant's Mailing Address
<u>Applicant's e-mail address</u>	

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

Basic Site Information

The total land area of the Subject Parcel located at 18604 Ridgeland Ave in Tinley Park, Illinois 60477 (PINs: 31-06-401-001-0000) is approximately 950,871. The property is unimproved and vacant.

The Subject Parcel is located in Tinley Park zoning classification of M1 PD, General Manufacturing, Planned District. The proposed use for the site generally complies with the statement of intent for the M-1 General Manufacturing District (activities that have moderate environmental effects and are located in areas relatively removed from residential and prime retail development) contained in the Tinley Park zoning code.

There are no known environmental contaminants at the site. Further, as it is a vacant parcel, there is no indication that there are any existing Village code violations.

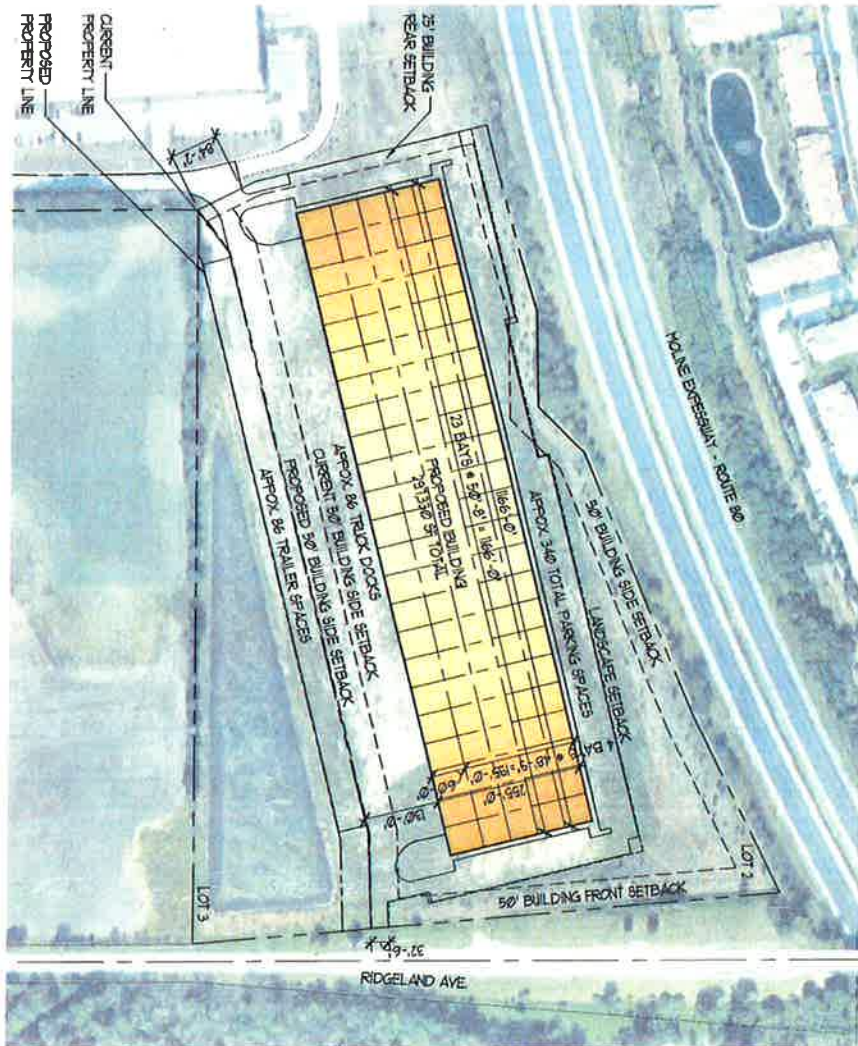
The following documentation are attached hereto:

- Legal description.
- Site Plan.

LOT 2 - TINLEY PARK CORPORATE CENTER LEGAL DESCRIPTION

LOT 2 IN THE TINLEY PARK CORPORATE CENTER SUBDIVISION BEING A PART OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2017 AS DOCUMENT _____ IN COOK COUNTY, ILLINOIS.

CONTAINING 759,123 SQUARE FEET OR 17.427 ACRES +/-



1 SITE PLAN
 D501 1"=200'-0"



SITE DEVELOPMENT DATA:

LOT 2 EXIST. AREA	78,973 SF (1.143 ACRES)
LOT 3 EXIST. AREA	242,678 SF (3.51 ACRES)
ENCROACHMENT AREA (LOT 2 INTO LOT 3)	63,226 SF (1.45 ACRES)
LOT 2 NEW AREA	872,253 SF (12.59 ACRES)
LOT 3 NEW AREA	179,400 SF (2.58 ACRES)
BUILDING AREA	231,290 SF (3.35 ACRES)
IMPERVIOUS AREA	317,025 SF (4.58 ACRES)
GREENSPACE AREA	207,998 SF (3.01 ACRES) (25.3%)
PARKING	APPROX. 340 SPACES
TRUCK DOCKS	APPROX. 86 SPACES
TRAILER PARKING	APPROX. 86 SPACES

25 Partners in Design ARCHITECTS

19115 2020
 LERU WAY
 WILSONVILLE, OR 97156

2550 Lake Cook Road
 Suite 200
 Riverwoods, Illinois 60015
 Ph.: (847) 940-0300
 Fax: (847) 940-0445

LOTS 2 AND 3
 Tinley Park Corporate Center, Tinley Park, Illinois
PROPOSED SITE PLAN

Information Regarding the Applicant and User

I-80 Commerce Center No.2 LLC or a related entity (collectively, the “Applicant”) is the current owner of the above referenced property. The total land area of the Subject Parcel located at 18604 Ridgeland Ave in Tinley Park, Illinois 60477 (PINs: 31-06-401-001-0000) is approximately 950,871. The property is unimproved and vacant.

The proposed project is supported and coordinated by Hillwood Development Company, LLC, a Delaware limited liability company. Hillwood is a nationally recognized developer based out of Dallas, Texas. It is ranked as one of the top industrial, commercial and residential real estate developers in the country. In addition to being a leader in commercial and industrial developments, Hillwood has also developed sporting arenas, industrial airports and museums. To date, Hillwood has developed more than 43 million square feet of new development through the United States.

Hillwood already has a strong track record in Tinley Park through the development of the former vacant parcel at 18801 Oak Park Avenue.

Upon completion of the project, Hillwood plans to aggressively seek up to two tenants who would use the new building for distribution, warehousing and freight forwarding operations. Upon obtaining full occupation, Hillwood projects that up to 340 jobs could be created at this site.

The Applicant believes it can attract high quality tenants to the property; however, this is dependent on the Class 8 Tax Incentive. The property is located near Will County and the State of Indiana, both of which have taxes that are substantially lower than Cook County’s. Without a Class 8 Tax Incentive, the Applicant does not believe they can compete for tenants against properties located in either Will County or Indiana. Without a Class 8 Tax Incentive, the property will remain vacant and unused for the foreseeable future.

A Description of the Substantial Rehabilitation of the Subject Property

I-80 Commerce Center No.2, LLC or its assignee (collectively, the “Applicant”) is the current owner of 18604 Ridgeland Ave in Tinley Park, Illinois 60477 (PINs: 31-06-401-001-0000). Currently the site is vacant. The Applicant plans to build a brand new 297,330 square foot facility on the site.

Applicant plans to spend at least \$18,183,907 building the brand new facility. The property is meant for distribution, warehousing and freight forwarding operations and could host up to two tenants at the site.

Hard Costs:	\$14,048,088
Soft Costs:	\$2,319,641
Land Cost:	\$1,000,000
Financing:	\$816,178
Total:	\$18,183,907

The planned building, measuring 291,330 square feet total, will be approximately 1,116 feet wide and 255 feet deep. The estimated ceiling height will be 32. The property will house approximately 86 trailer spaces and docks attached to the building. The Applicant plans to build approximately 340 parking spaces.

The Applicant expects this construction to begin as soon as possible and create approximately 100 construction jobs. The Applicant is seeking to obtain bids from local contractors on the project where feasible

Please see the following attached items:

- Contraction Budget.
- Rendering of Proposed Building

PROJECT BUDGET- 18801 - Adjacent Parcel

2017.05.04

<u>HIP Code:</u>	<u>Hard Costs:</u>	<u>Total Cost</u>	<u>psf</u>
	Sitework	2,647,407	8.90
	Building Shell	8,761,544	29.47
	Utility Infrastructure	65,000	0.22
01510	Total Tenant Improvements	2,033,826	6.84
01598	Tenant Reimbursements	-	-
	Site Development Allocations	-	-
	Extraordinary Costs	-	-
01910	<u>Hard Cost Contingency</u>	<u>540,311</u>	<u>1.82</u>
	Subtotal- Hard Costs	\$ 14,048,088	\$ 47.25
	<u>Soft Costs:</u>		
	Architectural/Eng'r - Base	305,500	1.03
	Architectural/Eng'r Design- Finish	12,000	0.04
02310	A&E Pursuit (for tenant pursuit in active developments)	-	-
	A&E Reimbursables	12,500	0.04
	Permits, Fees, & Bonds	237,896	0.80
	Loan Closing Costs	98,450	0.33
	Testing & Inspection	139,044	0.47
02810	Builder's Risk Insurance	129,332	0.43
	Tenant Concessions	-	-
03010	Tenant Rep. Fees	316,810	1.07
03060	Landlord Rep. Fees	163,205	0.55
03110	Expense Slippage	124,219	0.42
03210	Development Fee	598,185	2.01
	Property Tax & Insurance	80,000	0.27
	Legal & Consulting	65,000	0.22
03610	Marketing	10,000	0.03
	Administrative Costs	2,500	0.01
03910	<u>Soft Cost Contingency</u>	<u>25,000</u>	<u>0.08</u>
	Subtotal- Soft Costs	\$ 2,319,641	\$ 7.80
	Subtotal Hard and Soft Costs	\$ 16,367,729	\$ 55.05
	Land Cost	<u>1,000,000</u>	<u>\$ 3.36</u>
	Total Unleveraged Budget	\$ 17,367,729	\$ 58.41
	<u>Finance Costs:</u>		
	Loan Fees	\$ 188,750	\$ 0.63
05210	Construction Period Interest	<u>98,781</u>	<u>\$ 0.33</u>
05310	Lease-up Interest	<u>528,647</u>	<u>\$ 1.78</u>
	Subtotal- Finance Costs	816,178	\$ 2.75
	Total Leveraged Budget	\$ 18,183,907	\$ 61.16

KEY BUILDING ASSUMPTIONS

BUILDING SQ. FT.	297,330	
RENTABLE SQ. FT.	297,330	
Allocated Land Area (SF)	759,251	17.43 Acres
Land Cost/ SF	\$ 1.32	
Coverage/ Efficiency	39.16%	



Ownership Information

Ownership: I-80 Commerce Center No.2, LLC or its assignee (collectively, the “Applicant”) plans to purchase the property located at 18604 Ridgeland Ave (PINs: 31-06-401-001-0000).

Member: Hillwood Development Company LLC (100%)
9525 West Bryn Mawr Avenue Suite 975
Rosemont, IL 60018

Occupant: The Applicant plans to rehabilitate the subject property and lease the site to up to two industrial users.

Please see the attached Economic Disclosure Affidavit as required by Cook County Ordinance.

AFFIDAVIT

I, Don Schoenheider, as Senior Vice President/Market Leader - Midwest of Hillwood Development Company LLC, a Delaware limited liability company ("Hillwood"), do hereby certify that if called to testify would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code:

1. That I am an a duly elected and qualified Senior Vice President of Hillwood, who is the sole owner of I-80 Commerce Center No. 2 LLC (the "Applicant") who is the sole owner of the property located at 18604 Ridgeland Ave, Tinley Park, IL 60477 (PINs: 31-06-401-001-0000), (the "Subject Property").

2. That Applicant owns no other property in Cook County other than the Subject Property

3. Applicant is 100% owned by Hillwood.

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Date: _____

Subscribed and sworn before me
This _____ day of _____, 2017

Signature of Notary Public

VILLAGE INCENTIVE POLICY

tax sharing. The analysis will be verified by the Village Treasurer and Director of Economic Development.

- f. The maximum sales tax sharing formula for a Will County location shall be 25% to the Company/Project (75% retained by the Village).
 - g. Each project will be reviewed on a case by case basis.
3. Sales Tax Sharing for Major Remodeling Projects
The following criteria will be specifically considered in evaluating a request for sales tax sharing to support a major remodeling project:
- a. The capital improvement must result in at least \$10 million in new taxable sales annually.
 - b. The maximum sales tax sharing formula shall be 33% to the Company/Project (67% retained by the Village)
 - c. The base sales tax for determining any incentive shall not be less than the Average Annual Sales Tax for the last four (4) calendar years as determined by the Village Treasurer from verified sales tax reporting obtained from the Illinois Department of Revenue.
4. Cook County Property Tax Assessment Class 8

This program offered by the Cook County Board through the Cook County Assessor provides for a reduced property tax assessment for industrial and commercial properties/projects comparable to residential property for a period of ten (10) years (with an additional two [2] year ramp up back to full assessment levels). The program is renewable for a property at the conclusion of the ten year reduced assessment period with the concurrence of the Village Board. This program is available to any qualified location in Bremen and Rich Townships, and specific designated areas of Orland Township.

- a. The applicant must complete all Cook County forms and meet the requirements set forth by Cook County.
- b. Applicant must demonstrate a beneficial economic impact to the Village of Tinley Park and/or the long term occupancy of a vacant building.

- c. Applicant must meet all Village code requirements.
 - d. Village of Tinley Park will consider and review passage of a resolution supporting Class 8 status. Such resolution is required for Cook County approval.
 - e. The Village of Tinley Park will review the economic benefits of the project every ten years to determine its position regarding potential renewal of the Class 8 status.
5. Cook County Property Tax Assessment Class 2 and 3

These assessment classifications available through the Cook County Assessor provides for a reduced property tax assessment for mixed-use structures containing both commercial and residential owner occupied and rental apartment units. Certain building size and other restrictions apply and further details may be obtained from the Cook County Assessor's Office. Under these classifications, commercial properties/projects are assessed at the same level as residential property.


- a. Applicant must complete all Cook County forms and meet the requirements set forth by Cook County.
 - b. Applicant must demonstrate a beneficial economic impact to the Village of Tinley Park.
 - c. Applicant must meet all Village codes.
 - d. The Village of Tinley Park has designated certain areas of the community through its building and zoning codes where such mixed use developments are allowable by zoning classification or by special use. The Village of Tinley Park will consider and review the site plan, considering the recommendations of the Planning and Building Departments regarding the project, in order to receive permanent Class 2 or 3 status.
6. Will County Property Tax Abatement

Under certain circumstances, as part of an overall economic incentive for a Will County property location, the Village may provide an incentive to a business by means of a reduction (abatement) of a portion of the property taxes for the Village of Tinley Park that would otherwise have been extended against the property.

- e. Sales tax rebates.
 - f. Assistance in obtaining county, state, or federal low-cost loans or grants, and/or obtaining tax or other incentives from the federal, state, or county governments.
 - g. Waiver or modification of provisions of Village codes or ordinances, provided that such changes would not adversely affect the public health and safety.
 - h. Assistance in assembling parcels of land for development by condemnation or otherwise.
8. Each applicant hereunder shall be required to reimburse the Village for all of its expenses in connection with the application, including preparation of necessary documentation, legal expenses, and expenses of investigation.

B. A potential incentive will only be considered if it demonstrates a beneficial impact to broaden the community's tax base and meets at least one of the following criteria:

1. Job Creation - Does the project create at least twenty-five (25) new full time jobs paying at least the area's Average Wage per hour with full benefits?
2. Jobs Retained (business expansion) - Does the expansion project retain at least fifteen (15) full time jobs paying at least the area's Average Wage per hour with full benefits?
3. Capital Investment - Does the project involve a capital investment of at least \$1 million?
4. Economic Multiplier - Is the project in a high economic multiplier industry, such as manufacturing, research and development, technology, office, corporate campus, and healthcare?
5. Retail Sales - Does the project have annual retail sales of at least \$5 million (resulting in Tinley Park sales tax revenue of \$50,000 per year)?
6. Total Tax Revenue - Will the project result in at least \$100,000 in total annual tax revenue to the Village of Tinley Park?
7. Target Company - Does the project meet an identified target need or target firm desired by the Village for the community?

- 
8. Target Development - Is the project locating in an area the Village has targeted for development?
 9. Headquarters - Will the project result in a regional or national corporate headquarters location within Tinley Park?
 10. Enhancement - Will the project enhance or improve the profitability and marketability of existing businesses in the community?

C. General Guidelines for Sales Tax Bases Incentives

1. The amount of sales tax dollars provided under an incentive should not exceed the amount retained by the Village of Tinley Park.
2. The maximum term of an incentive agreement shall be ten (10) years.
3. In any sales tax based incentive, the Village will keep the first tier of sales tax dollars generated by the business/project. This primarily recognizes that the Village is the party with first entitlement to the sales tax revenues.
4. The first tier of sales tax dollars retained by the Village should also adequately provide for incremental costs that the Village will incur to provide services to the business/project receiving the incentive (e.g., Police, Fire, Public Works).
5. In locating a business to Tinley Park, the sales taxes generated must be new money to Tinley Park.
6. A sales tax incentive will consider new revenues generated by the business/project. In the case of an existing business, the level of sales taxes currently being generated by the business/project and received by the Village of Tinley Park shall be factored into establishing the base threshold for determining sales tax revenues subject to incentive.

D. Special Incentive Guidelines for Specific Projects

1. Procurement Operation at a Will County location

The project must meet the legal requirements of the State of Illinois and all of the following criteria:

- a. Minimum taxable sales of \$30 million.



Memorandum

Community Development Department

To: Mayor Vandenberg
Board of Trustees

From: Paula J. Wallrich, AICP
Interim Community Development Director

Date: May 9, 2017

Re: Primal Cut Parking Lease Agreement

Background

Primal Cut recently opened in the downtown at the corner of Oak Park Avenue and 173rd Place. The owners completed a significant remodel of the former Coco Mio space and have successfully created a “Chicago Steakhouse in the South Suburbs”. As part of their business plan they have addressed a significant parking shortage by hiring a valet service that operates Thursday through Sunday. The Valet Service entered into an agreement with the Tinley Park United Methodist Church to park the cars serviced by valet.

Discussion

The Legacy Code does not require parking for commercial land uses in the Downtown Core District. There is some public parking provided in the area and the Metra lots are open after 10:30 each day for public parking. However, the owners feel that additional dedicated parking spaces need to be provided in close proximity to their entrance (in addition to the Valet Service). The owners approached the Village requesting the lease of six (6) spaces along the east façade of the Public Safety Building/Fire Station 1 located at 17355 68th Court (see area circled in red).



Request

The attached lease agreement provides for the lease of six (6) parking spaces to Primal Cut for a one year term at a monthly rate of ONE HUNDRED FIFTY DOLLARS (\$150.00). The rate was derived from staff analysis of other parking agreements in the Village including the agreement between the church and the Valet Service. Staff found no perfect comparison, however the lease rate between the church and the valet service is \$500/month for the parking lot. Due to the proximal location of the six (6) parking spaces to the Primal Cut entrance (the church parking lot is over a block away), staff felt a fee of \$150/month was appropriate and can serve as a guide for any future parking lease agreements.

PARKING LEASE AGREEMENT

This Parking Lease Agreement dated as of [____], 2017 (this "Lease") is entered into by and between the Village of Tinley Park, an Illinois municipal corporation ("Landlord" or "Village") and Primal Cut, an Illinois [____] ("Tenant").

1. **LEASED PREMISES.** Landlord is the fee owner of property legally described in Exhibit A, attached hereto and incorporated herein, and commonly known as 17355 68th Court, Tinley Park, Illinois ("Property"), which Property is improved with a parking lot ("Parking Lot"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord six (6) uncovered parking spaces on the Parking Lot (such number of spaces, the "Premises"), subject to the terms and conditions of this Lease.

2. **TERM.** The term of this Lease shall be from May 1, 2017 through April 30, 2018 (hereinafter "Initial Term"), unless terminated earlier under the provisions of this Lease.

3. **TERMINATION.** This Lease shall terminate automatically at the end of the Initial Term, unless Tenant exercises an option to renew the Lease pursuant to Section 27 herein ("Renewal Term"). Landlord shall have the right to terminate this Lease for any reason upon thirty (30) days prior written notice to Tenant. This Lease may also be terminated for cause as provided elsewhere in this Lease.

4. **USE OF PREMISES.** Tenant shall use and occupy the Premises exclusively for parking of automobiles seven (7) days a week from 4:00 p.m. to 9:00 p.m. Tenant shall not, and will not permit other parties, to occupy or use the Premises or any part thereof for any purposes other than as specified herein. Tenant covenants and agrees to use and to occupy the Premises in conformity with all federal, state and municipal statutes, laws, rules, ordinances, regulations and orders. Landlord shall not be liable for (a) damage to any vehicles parked on the Premises, or (b) damage to or loss of possessions or items left in any vehicles parked on the Premises.

5. **RENT.** Tenant agrees to pay Landlord monthly for use of the Premises, due on the first day of each month during the period of use. Tenant shall pay Landlord in equal installments of ONE HUNDRED FIFTY DOLLARS (\$150.00) per month. Rent mailed in shall be deemed paid on date of postmark.

6. **CARE, MAINTENANCE AND REPAIR** Landlord shall be responsible, at its own cost, for repair and maintenance of the Premises, including snow removal, paving, repair of potholes, and curb cuts. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance if need for such repair is due to the neglect on the part of the Tenant. Tenant shall provide Landlord with written notice of any repairs needed and Landlord shall address said repair(s) within a reasonable time to be agreed between the parties. Tenant is receiving the Premises in an "as is" condition. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain.

7. **INSPECTION BY LANDLORD.** Tenant shall permit Landlord's agents, representatives or employees to enter the Premises at all reasonable times and with reasonable

notice for the purpose of inspecting the Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Premises under this Lease or to perform Landlord's duties under this Lease and to show the premises to prospective purchasers.

8. **OTHER ALTERATIONS.** No alterations to the Premises may be made by Tenant without consent and written permission of Landlord. Landlord shall not unreasonably withhold its consent and permission. Tenant must submit written notification detailing the desired changes of the Premises to the Landlord. Tenant must apply for and receive approval of any signage to be erected on the premises prior to the erection of any signage through sign permit procedures for the Village of Tinley Park. All alterations and modification shall be made in compliance with all applicable federal, State and local law or regulation and with the written permission of the Landlord.

9. **PROPERTY TAXES.** Landlord hereby represents that the Premises are currently exempt from Cook County Property Tax Assessment due to the Landlord's being an Illinois municipal corporation. Tenant hereby represents that it is not an exempt entity due to its status as an Illinois [_____]. Pursuant to 35 ILCS 200/9-195, Tenant shall be responsible for paying the real estate taxes on the Premises until termination of this Lease and any Renewal Terms. Tenant shall have the right to contest all taxes assessments charges and impositions, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items the Tenant may join such action provided that Tenant pays its own expenses of so participating.

10. **HOLD HARMLESS.** Tenant shall hold harmless, defend and indemnify Landlord, its Board Members, officers, agent and employees, from and against any liability, claim action, cost, damage or loss, including reasonable costs and attorney's fees, for injury, including death, to any person or damage to any property arising out of Tenant's activities under this Lease, but excluding liability due to the negligence or willful misconduct of Landlord. This obligation shall continue beyond the term of this Lease to any act or omission which occurred during or under this Lease. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Tenant or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

11. **INSURANCE.**

A. **Tenant:** With respect to this Lease, Tenant shall maintain insurance coverage as described below:

(1) Workers compensation insurance with statutory limits and employers liability with limits of one million dollars (\$1,000,000) or more with an insurance carrier satisfactory to the Landlord in accordance with the Illinois Workers' Compensation Act and all other applicable State law and regulations.

(2) Commercial or Comprehensive General Liability insurance or a Self-Insured Trust covering bodily injury and property damage utilizing an

occurrence policy form, in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence. This insurance shall include, but not be limited to: Premises and operations liability, independent contractor's liability, and personal injury liability.

(3) Each such comprehensive or commercial general liability insurance policy shall be endorsed with substantially the following language:

a. Landlord, its Board Members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Lease.

b. The inclusions of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. Nothing herein contained shall prevent Tenant, in lieu of carrying and maintaining insurance as above provided, from taking out insurance of any one or more of the kinds herein specified under a blanket insurance policy or policies which shall cover other properties, real and/or personal, owned or operated by Tenant, or from, including or having included any such insurance under a blanket policy or policies maintained by Tenant, direct or indirect; with respect to other properties owned or operated by Tenant, direct or indirect; provided, however, that any such policy of blanket insurance of the kinds herein permitted shall specify therein.

(4) Documentation. The following documentation shall be submitted to Landlord:

a. Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. These certificates shall be submitted prior to the execution of this Lease.

b. Signed copies of the specified endorsements for each policy. These endorsement copies shall be submitted within thirty (30) days of execution of this Lease.

c. Upon Landlord's written request, certified copies of insurance policies. These policy copies shall be submitted within thirty (30) days of Landlord's request.

d. Policy Obligations. Tenant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

- (5) Material Breach. If Tenant, for any reason fails to maintain insurance coverage which is required pursuant to this Lease, the same shall be deemed a material breach of Lease.
- (6) Property and Fire Insurance. Landlord and Tenant shall maintain, at their own cost, appropriate property and fire insurance for the Premises.

12. **AUTHORITY TO TOW**. Tenant shall have the authority to cause any unauthorized vehicles to be towed from the Premises at the vehicle owner's expense. Tenant shall hold harmless, defend and indemnify Landlord, its Board Members, officers, agent and employees, from and against any liability, claim action, cost, damage or loss, including reasonable costs and attorney's fees, arising out of or in connection to the towing or removal of any vehicle. Landlord shall have the authority to issue citations to vehicle owners for any vehicle in violation of any Tinley Park Ordinances while parked on the Premises. Landlord shall also have the authority to tow or cause to be towed any vehicle in violation of any Tinley Park Ordinances while parked on the Premises, at the vehicle owner's expense.

13. **DESTRUCTION OF PREMISES**. In the event of destruction of the Premises through no fault of Tenant, Tenant shall be entitled to terminate the Lease and all liability of Tenant for rent will end upon termination of Lease.

14. **ASSIGNMENT**. This Lease, or any interest of Tenant therein, shall not be assignable by Tenant without the approval of Landlord or by operation of law. Any attempt to assign shall be null and void, except if expressly approved by the landlord

15. **ABANDONMENT BY TENANT**. Should Tenant breach this Lease and abandon Premises prior to the natural expiration of the Initial Term or any Renewal Term, Landlord may terminate this Lease.

16. **LANDLORD'S REMEDIES ON DEFAULT**. If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions of this Lease, Landlord may give Tenant notice of such default and if Tenant does not cure any default within thirty (30) days after the giving of such notice, then Landlord may terminate this Lease with not less than thirty (30) days' notice to Tenant. On the date specified in the notice, the term of this Lease shall terminate and Tenant shall then surrender the Premises.

17. **LANDLORD'S REMEDIES IN EVENT OF BREACH**. In the event of any material breach of this Lease, Landlord, in addition to the other rights or remedies Landlord may have after Tenant's failure to timely cure upon notice, shall have the immediate right of reentry and may require Tenant to remove all vehicles and property from the Premises. Property may be removed by Landlord and stored in any place in the building where the Premises are located, or in any other place, for the account of, and at the expense and risk of Tenant. Tenant waives all claims for damages which may be caused by the reentry of Landlord and the taking of possession of the Premises or removal of any property as herein provided. Tenant will hold Landlord harmless from any loss, costs or damages caused by Landlord and no such reentry will be considered or construed to be a forcible entry. Should Landlord elect to reenter, as provided in this Lease, or should Landlord take possession pursuant to legal proceedings or pursuant to any

notice provided for by law, this Lease shall terminate, effective the date that Landlord takes possession.

18. **QUIET ENJOYMENT AND PERMITTED USE.** Landlord warrants that Tenant, so long as no event of default has occurred and is then continuing under this Lease, shall have peaceful possession and quiet enjoyment of the Premises during the Term. Tenant's use of the Premises shall not violate any ordinance, law or regulations of any governmental authority.

19. **COMPLIANCE WITH RULES AND REGULATIONS.** The rules and regulations contained in this Lease, as well as such rules and regulations as may be adopted in the future by Landlord for the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises, are expressly made a part of this Lease, and Tenant agrees to obey all such rules and regulations. With the exception of safety rules and regulations, Tenant shall be given thirty (30) days' written notice prior to Landlord's adoption of any change in the rules and regulations regarding the Premises.

20. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Except as otherwise stated herein, Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

21. **NOTICE.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

Landlord: Village of Tinley Park
David Niemeyer
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
dniemeyer@tinleypark.org
Fax: (708) 444-5099

With a copy to: Peterson Johnson & Murray, LLC
Patrick Connelly
200 W Adams, Suite 2125
Chicago, Illinois 60606
pconnelly@pjmlaw.com
Fax: (312) 896-9318

Tenant: Primal Cut

With a copy to:

22. **SUCCESSORS IN INTEREST.** The provisions and conditions of this Lease shall extend to and bind the assignees or transferees under said Lease, and shall also extend to and bind heirs, executors, administrators and successors in interest of the parties hereto.

23. **HOLDING OVER.** If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the Initial Term or any Renewal Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. All provisions of this Lease, except those pertaining to term and option to extend, shall apply to the month-to-month tenancy.

24. **CONDITION AT TERMINATION.** During the Term, Tenant shall at all times maintain the Premises in a good, clean and safe condition. Upon the termination of this Lease, Tenant shall surrender the Premises in the same condition as the Premises were at the beginning of this Lease excluding ordinary wear and tear and damage caused by fire, tornado, flood, of act of God, and alterations made with Landlord's consent.

25. **SEVERABILITY.** The invalidity or illegality of any provision of this Lease shall not affect the remainder of the Lease.

26. **SIGNAGE.** Tenant shall not be permitted to erect or install any signage, of any nature or design, without Landlord's prior written consent and without following the submission and approval process set forth in the Village of Tinley Park Code. All signage approved by Landlord shall comply with all county and municipal ordinances governing same.

27. **RENEWAL OPTION.** Subject to the following notice requirements and further agreement between the Tenant and Landlord on rent, and provided that at the time of such notice Tenant is not in default under this Lease beyond any applicable grace period, Landlord hereby grants to Tenant the option to renew the Term for an additional one (1) year period (hereinafter "Renewal Term") after expiration of the Initial Term. Tenant will exercise this option, if at all, by written notice to Landlord not less than one hundred twenty (120) days prior to the expiration of the Initial Term. All the terms and provisions of this Lease will apply to the Renewal Term, except that the Rent for the Renewal Term shall be as may be agreed between the Tenant and Landlord. If Tenant and Landlord cannot agree on rent for the Renewal Term, this Lease shall expire at the end of the Term.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and delivered as of the Execution Date.

LANDLORD: The Village of Tinley Park

TENANT: Primal Cut

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Legal Description

DRAFT

MEMORANDUM



To: Steve Tilton, Assistant Village Manager

From: Hannah Lipman, Administrative Intern

HL

Cc: Village Board

Date: May 4, 2017

Re: Refuse Disposal Ordinance Amendment

Background

The Village of Tinley Park first established a 'Recyclable Material Program' in the 1990's upon adopting Ordinance No. 90-O-053. Section 96.14 of the Village Code provided the refuse disposal contractor was to remit proceeds from the sale of all recyclable materials to the Village on a monthly basis with quarterly reports.

Following the adoption of the ordinance, a request for proposals to provide refuse services was published, which gave bidders the option submit an alternative to the remit and report requirement of Section 96.14. Instead, bidders were encouraged to submit a proposal that would authorize the hauler to retain the proceeds from the sale of recyclables in exchange for a pre-arranged lump sum payment to the Village.

Contracts

The Village's 1990 refuse contract provided that the contractor would pay the Village \$10,000 per year as salvage value for the recyclables. In response to a 1993 request for proposals to provide services, the Village entered a contract where the contractor would pay the Village \$12,000 per year as salvage value. Since the Village's 1993 contract, the \$12,000 annual payment to the Village, in lieu of the reporting requirement, has been in each refuse contract.

Litigation

Section 96.14 had previously been the subject of litigation; however the case has since been dismissed. However, as the Village has waived the requirement of section 96.14 for approximately the last 27 years, the Village should adopt the proposed ordinance. The proposed ordinance will amend section 96.14 of the Village Code and remove the requirement for the refuse contractor to remit the proceeds from the sale of recyclable material.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 96.14
OF THE TINLEY PARK VILLAGE CODE,
“REFUSE DISPOSAL CONTRACTOR’S RESPONSIBILITIES”

WHEREAS, in response to what was commonly referred to as the “landfill crisis” during the late 1980’s and early 1990’s, the Village of Tinley Park adopted Ordinance No. 90-O-053 codified as part of Chapter 96 of the Village Code; and

WHEREAS, Section 96.12(A) of the Code, “Recyclable Material Program,” set forth a Village policy “to institute a program for the recycling of recyclable materials within the Recyclable Material Program Area”; and

WHEREAS, Section 96.14 of the Village Code, “Refuse Disposal Contractor’s Responsibilities,” provided that any Village-designated refuse disposal contractor was responsible for the pickup and handling of recyclables for disposal; and

WHEREAS, Section 96.14 further provided that the “Refuse Disposal Contractor” was to remit the proceeds from the sale of all recyclable materials to the Village on a monthly basis and shall be responsible for providing the Village with quarterly reports verifying the amount of recyclable materials collected, the amount sold and the proceeds from the sale and the marketplaces where such recycling materials were sold”; and

WHEREAS, shortly after the adoption of said Ordinance, the Village issued a request for proposals to provide services to the Village for its newly-established garbage, recycling and composting program; and

WHEREAS, the Village’s request for proposals specifically gave bidders the option to submit an alternative to the “remit and report” requirement of Section 96.14, and encouraged

bidders to “submit an alternate proposal that would authorize the hauler to retain the proceeds [from the sale of recyclables] in exchange for an adjustment to the amount of compensation to be paid by the Village either as a pre-arranged lump sum deduction or a variable rate dependent on the market value of the various recyclables”; and

WHEREAS, on June 29, 1990, the Village awarded a contract for municipal waste collection and curbside recycling; and

WHEREAS, in accordance with the request for alternate proposals, the 1990 contract provided that the contractor was solely responsible for finding a market for the disposal of recyclables collected under the agreement, and further that the contractor would pay the Village \$10,000.00 per year as salvage value for such recyclables; and

WHEREAS, it was the intent of the corporate authorities of the Village to provide this bidders flexibility in the best interests of the Village by allowing for potential waiver of the limitations set forth in Section 96.14; and

WHEREAS, in 1993, the Village issued another request for proposals to provide waste collection and recycling services; and

WHEREAS, in response to the 1993 request for proposals, the Village entered into another contract with a vendor, once again allowing for an alternate methodology whereby the contractor would dispose of recyclables at the contractor’s sole risk as to market fluctuations, and receive an annual payment from the Village of \$12,000.00; and

WHEREAS, the Village has renewed the waste hauling contract every three years and has consistently waived the requirement of Section 96.14; and

WHEREAS, in light of the fact that the Village Board has for the past 25 years waived the requirement set forth in Section 96.14, it is appropriate to adopt a housekeeping amendment to Section 96.14;

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

Section 1. **Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated herein.

Section 2. **Amendment.** Section 96.14 of the Tinley Park Village Code, “Refuse Disposal Contractor’s Responsibilities,” is hereby amended to provide as follows [repeal language stricken]:

§ 96.14 REFUSE DISPOSAL CONTRACTOR’S RESPONSIBILITIES.

~~The village-designated refuse disposal contractor shall be responsible for the proper handling of all recyclable materials upon pickup from residents and shall be responsible for the sale of such recyclable materials. At no time shall the contractor dispose of recyclable materials in a landfill without the prior written approval of the Village Manager. The refuse disposal contractor shall remit the proceeds from the sale of all recyclable materials to the village on a monthly basis, and shall be responsible for providing the village with quarterly reports verifying the amount of recyclable materials collected, the amount sold, the proceeds from the sales, and the market places where such recyclable materials were sold. Such report shall also include information as to the resident participation rate and information as to the unit prices per materials received for the recyclable materials in addition to the gross receipts.~~

Section 3. **Effective Date.** This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2016.

Village President

ATTEST:

Village Clerk



James Hus Jr., PE, PTOE
Direct Line: (708) 210-5685
Email: jhus@reltd.com

April 17, 2017
Project 14-712.TP

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. Kevin Workowski, Director of Public Works

RE: Bannes Elementary School Pedestrian Bridge

Dear Kevin:

Bids were received and publicly read on April 6, 2017 at 10:01 AM for the above-mentioned project. The bid results are as follows:

MYS Incorporated (Palos Heights, IL)	\$140,208.10
D Construction, Inc. (Coal City, IL)	\$160,001.80
Areatha Construction Company (Streamwood, IL)	\$188,865.75
Davis Concrete Construction Co. (Monee, IL)	\$212,511.20
Acura, Inc. (Bensenville, IL)	\$243,687.00
Era Valdivia Contractors, Inc. (Chicago, IL)	\$271,784.00
<i>Engineer's Estimate:</i>	<i>\$220,630.00</i>

We have reviewed the bids and have found them to be in order. Therefore we recommend that the Village award the contract to the lowest responsive bidder, MYS Incorporated, in the amount of One Hundred Forty Thousand, Two Hundred Eight Dollars and Ten Cents (\$140,208.10).

Should there be any questions on this matter, please feel free to contact me.

Sincerely,

ROBINSON ENGINEERING, LTD.

James Hus Jr., PE, PTOE
Project Engineer
JPH/pc
R:\2010-2014\2014\14-712.tp\LT_TP_AWARDLETTER_04172017.doc

Encl: Bid Tabulation
CC: Kelly Mulqueeny, Street Superintendent

MEMORANDUM



To: Steve Tilton, Assistant Village Manager

From: Hannah Lipman, Administrative Intern

Date: May 4, 2017

Re: Demolition Bid Summary

Background

As you are aware, the Village recently issued an invitation to bid regarding one (1) structure within the Village that has been court approved for demolition. The property is located at the following address:

- 17226 Oak Park Avenue.

Per the bid specifications, the contractor will be responsible for the removal of the building structure and any required hazardous material. The contractor will also be responsible for site restoration.

Bid Results

The Village conducted a bid opening on May 1, 2017 and received bids from five (5) interested parties. The bid results are as follows (bid numbers below include hazardous material removal).

<u>Company</u>	<u>Location</u>	<u>Bid</u>
Bechstein	17226 Oak Park Ave.	\$45,618
George Beemsterboer	17226 Oak Park Ave.	\$102,000
KLF Enterprise	17226 Oak Park Ave.	\$32,163
IESCO	17226 Oak Park Ave.	\$44,500
Al Fowler	17226 Oak Park Ave.	\$44,900

Staff Recommendation

Specifically, staff would recommend awarding the contract as follows:

<u>Location</u>	<u>Proposed Contractor</u>
17226 Oak Park Ave	KLF Enterprise

Committee Discussion

1. Discuss Demolition Bid Results; and
2. Direct staff as necessary.



Memorandum

Community Development Department

To: Mayor Vandenberg
Tinley Park Board of Trustees

From: Paula J. Wallrich, AICP
Interim Community Development Director

Date: May 9, 2017

Re: Annexation of the 1st Baptist Church of Tinley Park

Background

Pastor Harold Parsley, 1st Baptist Church of Tinley, has approached the Village seeking annexation of the two parcels owned by the church located at 7025 179th Street. The parcels comprise 1.53 acres and include the church structure and associated parking. The Church has operated at this location since 1957 in unincorporated Cook County and can trace its beginning back to its constitution in 1954 with 28 charter members.

Staff has been working with the Pastor to identify issues related to the annexation including existing non-conformities and timelines to bring the property into conformance. The property is currently on well and septic and as part of the annexation they will connect to Village utilities. In accordance with Village policy the property will be annexed and zoned to the most restrictive zoning district- R-1, Single Family Residential. Since churches are a permitted use in this district, rezoning the property is not required. The Agreement acknowledges the parcel is less than the 2 acre minimum requirement for churches, establishing it as legal non-conforming. A Plat of Consolidation will be presented to the Board for approval upon annexation.

The Annexation Agreement is attached for your review. Exhibit A outlines code deficiencies that must be remedied within six (6) months of the execution of the Agreement including connection to Village sanitary service and water supply. A fire sprinkler system must be installed within three (3) years of the execution of the Agreement; the existing Fire Alarm system must be activated and monitored by the Village within three (3) months of the execution of the Agreement.

Exhibit B outlines the recapture costs and impact, permit and connection fees. These total \$27,415. The improvement of 179th Street will be required upon the redevelopment of the property or the reconstruction of the existing building.

The term of the Agreement is twenty (20) years. A Public Hearing is tentatively scheduled for the June 6th Village Board meeting.



ANNEXATION AGREEMENT

INTRODUCTION

1. **This Agreement** is entered into this _____ day of _____ 2017, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and First Baptist Church of Tinley Park ("First Baptist").

2. The Property subject to this Agreement and legal title to which is vested in First Baptist (excepting such portion as is dedicated to the public), is legally described on EXHIBIT C (Plat of Annexation) attached hereto and hereby made a part hereof and is legally described as follows:

Parcel 1: 28-31-300-014

THE EAST 175 FEET OF THE WEST 340 FEET OF LOT 1 AND THE EAST 175 FEET OF THE WEST 340 FEET OF LOT 2, IN BLOCK 4 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2: 28-31-300-013

THE WEST 165 FEET OF LOT 1 AND THE WEST 165 FEET OF LOT 2, IN BLOCK 4 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is generally located at 7025 179th Street. The Subject Property contains approximately 1.53 acres and is contiguous with the Village of Tinley Park.

4. The Subject Property shall be automatically zoned upon annexation to R-1 Single Family Residential District under the Tinley Park Zoning Ordinance.

5. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. First Baptist has petitioned the Village for annexation to the Village of the Subject Property.

2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by First Baptist requesting annexation of the above-described Subject Property

3. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by resolution;

(b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

4. The Subject Property is not located within either a public library district or a fire protection district, and there are no roads adjacent to or on the Subject Property under the jurisdiction of a township.

5. The parties hereto have determined that it is in the best interests of the Village and First Baptist and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this

Agreement will comply with the comprehensive plan of the Village and will provide a very valuable asset to the community.

6. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

SECTION 1 ANNEXATION OF THE PROPERTY

First Baptist has filed a petition for annexation to the Village of the Subject Property. The Village shall proceed to consider the question of annexing the Subject Property to the Village and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the Village. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by First Baptist at First Baptist's expense. The new Boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

SECTION 2 ZONING AND COMPLIANCE WITH VILLAGE CODE

Upon annexation, the Village shall cause the Subject Property to be classified as R-1 under the Zoning Ordinance of the Village. Parcels 1 and 2 must be consolidated into one parcel. The parcel will be considered legal non-conforming with respect to the 2 acre minimum requirement for churches in the R-1 Zoning District. Code deficiencies of the Subject Property as set forth in Exhibit A (Attached hereto and made a part hereo by reference) shall be brought into compliance with Village Codes within six (6) months of the execution of this Agreement with the exception

of the Fire Sprinkler system which must be installed within three (3) years of the execution of this Agreement and the Fire Alarm system that must be activated and monitored per Village Code within three (3) months of the execution of this Agreement.

SECTION 3 UTILITY RECAPTURES AND CONTRIBUTIONS

In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or revitalized oversized sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, First Baptist shall pay to the Village \$27,415. A detailed summary of said fees is included in Exhibit B attached hereto and incorporated herein by reference.

SECTION 4 STREETS AND SIDEWALKS

The public improvements associated with the 179th Street ROW along the Subject Property's 179th Street frontage (including but not limited to road pavement, sidewalk, street lighting, burial of utilities, and street trees) shall be required upon redevelopment of the property or reconstruction of the existing building . Such improvements shall be in accordance with Village Engineering Design Standards and Village of Tinley Park Subdivision Ordinance.

SECTION 5 WATER SUPPLY

The Church's water service line shall connect to the Village water main as directed by the Village's Public Works Department. The connection shall fully comply with Title V, Chapter 50 Section 90 of the Tinley Park Village Code and all permit, tap, inspection, and other fees associated with the connection to the Village Water Main shall be paid by the Church prior to

any connection. Such connection is required within six (6) months of the execution of this Annexation Agreement.

SECTION 6 SANITARY SEWERS

The Church's sanitary sewer line shall connect to the Village sewer main as directed by the Village's Public Works Department. The connection shall fully comply with Title V, Chapter 51 of the Tinley Park Village Code and all permit, tap, inspection, and other fees associated with the connection to the Village Sewer Main shall be paid. Such connection is required within six (6) months of the execution of this Annexation Agreement.

SECTION 7 EASEMENTS

First Baptist agrees to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve the Subject Property. All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of First Baptist to obtain all off-site easements necessary to serve the Subject Property; provided, however, the Village agrees to assist, to the extent possible, the First Baptist in obtaining any such required (if any) off-site easements.

SECTION 8 FUTURE DEVELOPMENT

Any future development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and

ordinances of the Village as they exist on the date each respective permit for development is issued.

SECTION 9 UTILITIES

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the First Baptist's option.

SECTION 10 IMPACT REQUIREMENTS

First Baptist agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village and are uniquely attributable to, reasonably related to and made necessary by the Annexation of the Subject Property into the Village

SECTION 11 DISCONNECTION

First Baptist agrees and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION 15 TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the Village pursuant to this Agreement.

SECTION 15 MISCELLANEOUS

A. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the Village approving said amendment as approved by said Parties or their successors in interest.

B. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of First Baptist.

C. **Entire Agreement.** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. **Survival.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property to the Village. The provisions of this Agreement related to zoning of the Property, easements, and any fees to be paid by First Baptist, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by First Baptist under this Agreement shall be contractual and shall survive any judicial determination of the invalidity or inapplicability of any ordinance providing for payment of same.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, First Baptist, the Owners and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee, the assignor shall have no further obligations hereunder. If a portion of the Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations seller may have under this Agreement which affect the portion of the Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed.

F. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to

the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:

Village of Tinley Park
David Niemeyer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125

If to First Baptist:

Pastor Harold Parsley
1st Baptist Church of Tinley Park
7025 179th Street
Tinley Park, 60477

With a copy to:

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

H. **Village Approval.** Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

FIRST BAPTIST CHURCH

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: _____
Print:
Its:

By: _____
Print: David Niemeyer
Its: Village Manager

DRAFT

EXHIBIT A
(Required Improvements)

DRAFT

EXHIBIT B
(Recapture Costs)

DRAFT

EXHIBIT C
(Plat of Annexation)

DRAFT

DRAFT

EXHIBIT A

FIRST BAPTIST CHURCH ANNEXATION CODE DEFICIENCIES

BUILDING:

1. Exit sign at north wall of chapel area is required
2. Storage from stairway area must be removed.
3. Drywall is required under stairs leading to attic (storage area)

ELECTRIC:

1. Open electrical boxes in the South attic and the North attic. Need to install required finish plates and blank plates.
2. Kitchen East wall outlets above counter are not GFCI protected. Need to install ground fault circuit interruption.
3. Children's class accessible wall outlets need to be tamper proof.
4. Electrical panels are not labeled. Need to provide typed electrical panel schedules.
5. Outside storage container electrical not GFC protected. Need to install ground fault interruption.
6. South furnace room, East unit flue pipe installed into existing flue pipe that was designed to support three units. The flue pipe is now supporting one unit. The flue pipe needs to be changed to the correct size to support the BTU's of the one furnace. The existing flue pipe is over sized.

PLUMBING:

1. All lavatory sinks would need to have thermostatic mixing valves installed on the hot/cold water, II. plumbing Code 890.680 and water temperature set per ADA codes not to exceed 110 degrees
2. all wastes and waters under lavatory sinks would require "Lav Guards" installed as per Illinois Plumbing Code 890.
3. All water supplies to lavatory sinks would need to comply with Illinois Plumbing Code 890.appendix A-material
4. Expansion tank is required on water heater per Illinois Plumbing Code 890.1130

PLANNING:

1. Parking may be out of compliance with current Village and the ADA standards for handicap accessible parking and loading zones. It was noticed that each handicap stall did not have a striped loading zone per code. Parking must meet current State ADA standards as well as the Village's dimensional standards. Please see Section 8 of the Zoning Ordinance to find the Village's dimensional standards for parking spaces.

2. All outdoor trash must be housed within enclosures. The trash enclosure shall be a PVC 6' vinyl fence in a coordinating color with the church structure. The recycling receptacles must be relocated next to the trash enclosure.
3. Landscaping must meet the spirit of the Village's Landscape Ordinance.

ENGINEERING

1. Contact MWRD to determine what if any requirements for volume control on the property. Any redevelopment of the parcel will be subject to MWRD detention requirements and/or recapture requirements if a centralized detention pond were designed to include this area.
2. Connection to Village utilities (sanitary, storm and water) (payment of all connection fees)

EXHIBIT B

Village of Tinley Park, Illinois
Annexation/Recapture costs

First Baptist Church of Tinley Park
7025-7027 W 179th St

	Current
Improvement Recapture Costs	
Water and sewer mains	\$20,000
Street overlay	3,000
Street lighting	375
	<u>\$23,375</u>
Impact fees	
EMA Siren fund	15
TP Public Library	150
TP Fire	150
WS Construction	1,200
Sanitary Sewer Fund	600
	<u>2,115</u>
Permit and Other	
Water connection fee	200
Water tap	150
Water meter (5/8" or 3/4")	200
Sewer connection fee	200
Sewer tap	25
Permit fee	50
Inspection fee - water	50
Inspection fee - sewer	50
Annexation fees (plat, ordinance, etc.)	1,000
	<u>1,925</u>
Total annexation/recapture costs	<u>\$27,415</u>

MEMORANDUM



To: Village Board

From: David Niemeyer, Village Manager *DN*

cc: Steve Tilton, Assistant Village Manager

Date: May 5, 2017

Re: Mayor Pro Tem

Annually, the Village Board must elect a member of their Board for the position of Mayor Pro Tem. This individual would take on all of the duties of the Mayor in the event of a temporary absence in the Mayors office.

President Vandenberg would like to discuss this with the Village Board at the Committee of the Whole meeting on Tuesday, May 9, 2017.

§ 31.009 VACANCY IN OFFICE OF VILLAGE PRESIDENT.

(A) Whenever a vacancy in the office of the Village President occurs during the term of office of the Village President, the vacancy so created shall be filled in the manner provided by law (see ILCS Ch. 65, Act 5 §§ 3.1-10-50 and 3.1-10-55). During the period from the time that the vacancy occurs until a President is elected and has qualified, as provided for in this section, the vacancy created shall be filled by the appointment of an Acting President by the Board of Trustees. The appointment shall be made as soon as practicable after the creation of the vacancy.

(B) The Mayor Pro Tem shall act as Acting President until an Acting President is elected by the Board of Trustees, as provided for in this section.

('77 Code, § 31.003) (Ord. 77-0-002, passed 1-12-77)

Tinley Park, Illinois Code of Ordinances

§ 31.010 MAYOR PRO TEM.

(A) There is created the office of Mayor Pro Tem for the village.

(B) In the event of a temporary absence, or a disability causing the President of the village to be incapacitated from the performance of his duties, but which by law does not create a vacancy in the office of President, the Board of Trustees shall elect one of its members to act as Mayor Pro Tem. The Mayor Pro Tem, during the absence or disability of the President, shall perform the duties and possess all the rights and powers of the President.

(C) The selection of a Mayor Pro Tem shall be made on an annual basis. However, the Mayor Pro Tem shall not act as Mayor Pro Tem unless and until the President is temporarily absent or is disabled to an extent so as to incapacitate him from the performance of his duties.

(D) In the event the President fails to attend a meeting of the Village Board, the Mayor Pro Tem shall act as a temporary chairman for the meeting of the Village Board, and while so serving as temporary chairman, shall have only the power of a presiding officer and a right to vote in his capacity as trustee on any ordinance, resolution, or motion.

('77 Code, § 31.006) (Ord. 77-0-003, passed 1-12-77)

Statutory reference:

Mayor pro tem, see ILCS Ch. 65, Act 5 § 3.1-35-35



ATTORNEY/CLIENT CONFIDENTIAL MEMORANDUM

TO: The President and Board of Trustees of the Village of Tinley Park

FROM: PJM

DATE: May, 5 2017

RE: Committee Restructure

Attached you will find a revised standing committee structure. The intent of the revision is to bring the committee structure more in line with the actual operations of the Village. If the Board wishes to move forward with this structure we will prepare the appropriate amending ordinance with other revisions to affected sections of the code such as liaison assignments and consent agenda. Feel free to contact me if you have any questions.

§ 30.40 STANDING COMMITTEES.

The following are hereby established as the Standing Committees of the Board of Trustees of the village:

- (A) **Finance Committee** shall have the following functions
 - (1) Oversee preparation of Annual Budget, Financial Reporting and audit functions;
 - (2) Oversee revenue generation activities including property tax levies, sales tax, and other taxes imposed by the village;
 - (3) Oversee long-term financing/ bonds.
 - (4) Oversee all matters and recommendations from the Treasurer's Office

- (B) **Community Development** shall have the following functions:
 - (1) Oversee comprehensive planning of village-uses-both development and redevelopment;
 - (2) Oversee planning requests including development and redevelopment;
 - (3) Oversee requests for zoning and building ordinance variances;
 - (4) Oversee compliance with village zoning, building and health ordinances;
 - (5) Oversee incorporation of Green Initiatives into codes where applicable/practical;
 - (6) Oversee Building Code changes;
 - (7) Oversee consumer protection initiatives.

- (C) **Public Safety Committee** shall have the following functions
 - (1) Oversee matters of public safety including police, fire and emergency management services;
 - (2) Oversee outsourced services related to provision of public safety services (ambulance).

- (D) **Administration and Legal** shall have the following functions:
 - (1) Oversee all matters concerning the organization, reorganization and efficient management of Village government;
 - (2) Oversee and monitor federal and state legislation and administrative regulations in which the Village may have an interest;
 - (3) Oversee human resources activities, including compensation and collective bargaining and internal communications.
 - (4) Oversee outsourced Service Agreements in conjunction with departments/liasons;
 - (5) Periodically review and make recommendations for changes to the Village Code.

- (E) **Public Works Committee** shall have the following functions:

- (1) Oversees matters of Village infrastructure and maintenance of streets, sanitary sewers and water lines under village jurisdiction;
- (2) Oversees the village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under village jurisdiction;
- (3) Oversees outsourced services for engineering maintenance;
- (4) Oversees coordination/ communication with other jurisdiction/ agencies.

(F) **Economic Development and Marketing** shall have the following functions

- (1) Oversee economic development efforts including special taxing areas and tax increment financing districts;
- (2) Oversee and review all Economic Incentive polices and Agreements;
- (2) Identify, develop and oversee the marketing of the Village assets and programs;
- (3) Identify and develop initiatives to achieve economic gain to the Village while preserving the integrity of the Village and its brand;
- (4) Oversee communications with external constituencies.

**COMMENTS FROM
BOARD & STAFF**

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT