

**MEETING NOTICE
VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE**

NOTICE IS HEREBY GIVEN that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, February 4, 2020, beginning at 7:15 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 14, 2020.
3. REVIEW CANNABIS SURVEY RESULTS.
4. DISCUSS FISCAL YEAR 2021 PAVEMENT MANAGEMENT PROGRAM (PMP):
 - a. MOTOR FUEL TAX RESOLUTION; AND
 - b. MOTOR FUEL TAX ENGINEERING AGREEMENT.
5. DISCUSS AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PROVIDENCE BANK & TRUST CONSENTING TO THE COLLATERAL ASSIGNMENT OF THE SOUTH STREET REDEVELOPMENT PROJECT.
6. DISCUSS PARKING AGREEMENT FOR ENGLISH GARDEN, 16800 OAK PARK AVENUE.
7. DISCUSS CIVIL SERVICE RULES & REGULATIONS.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Committee of the Whole
January 14, 2020 – 6:30 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Members Present: J. Vandenberg, Village President
K. Thirion, Village Clerk
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Glotz, P Trustee
M. Mueller, Village Trustee

Members Absent: C. Berg, Village Trustee

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
F. Reeder, Fire Chief
M. Walsh, Police Chief
B. Bettenhausen, Finance Director
K. Clarke, Community Development Director
J. Urbanski, Assistant Public Works Director
D. Framke, Marketing Director

Others Present:

Item #1 - The meeting of the Committee of the Whole was called to order at 6:40 p.m. on January 14, 2020.

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 7, 2020. – Motion was made by Trustee Brennan, seconded by Trustee Mueller, to approve the minutes of the Committee of the Whole meeting held on January 7, 2020. Vote by voice call. President Pro-Tem Glotz declared the motion carried.

Item #3 -RECEIVE UPDATE ON STRATEGIC PLAN – Dave Niemeyer, Village Manager, introduced Jacquelyn McCray, Senior Manager at Management Partners, to present the draft Strategic Plan. This plan includes input from the Board, senior staff, employee groups, and members of the business community, as well as feedback from the recent citizen survey. Kimberly Clarke, Donna Framke, Pat Carr, and Hannah Lipman led staff to further develop the various goals and strategies. Strategic Plan Elements presented were Vision, Mission, Values, Goals, Strategies, and the Implementation Action Plan.

Management Partners will continue to work with Village staff on an Implementation Action Plan that will serve as a guide to accomplishing the goals and strategies of this plan. Initial measures for the different goals have been included in this draft, and will continue to be developed as a part of the Implementation Action Plan. Any changes will be made to the draft will be presented in February.

Trustee Brady, Trustee Mueller and Trustee Glotz thanked Ms. McCray and the team for all of the work put into the plan.

Item #4 – RECEIVE UPDATE ON NOVEMBER REVENUES AND BUDGET VERSUS ACTUAL REPORT – Brad Bettenhausen, Finance Director, presented the November report, summarizing the status of the revenues and expenses.

Sales Tax – November reporting – August sales activity

	This Month	Fiscal Year to Date
This Fiscal Year	1,268,959	8,533,144
Last Fiscal Year	1,293,272	8,691,190
Dollars change	-24,313	-158,046
Percent change	-1.9%	-1.8%

Home Rule Sales Tax – November reporting – August sales activity

	This Month	Fiscal Year to Date
This Fiscal Year	518,805	3,469,778
Last Fiscal Year	533,942	3,485,702
Dollars change	-15,137	-15,924
Percent change	-2.8%	-0.5%

Use Tax - November reporting – August sales activity

	This Month	Fiscal Year to Date
This Fiscal Year	148,180	1,041,260
Last Fiscal Year	126,134	885,434
Dollars change	22,045	155,826
Percent change	17.5%	17.6%

Use tax is the sales tax collected on out-of-state purchases shipped to Illinois (internet sales) and merchandise used by retailers where sales tax had not previously been paid. Increases in the Use Tax continue to be partially attributable to the “Wayfair” decision that has largely made internet sales subject to sales tax. In the future more internet retailers will be required to register and calculate sales tax based on the delivery point.

Trustee Brennan asked if an effective date for the point of delivery tax has been determined and if any preliminary estimates have been calculated. Mr. Bettenhausen stated that he believes it will be made effective in July 2020 to coincide with the new fiscal year, with impacts seen about 3 months later. Currently there are no projections.

Income Tax – November reporting (share of taxes collected in October)

	This Month Fiscal	Year to Date
This Fiscal Year	392,873	3,739,505
Last Fiscal Year	389,546	3,257,696

Dollars change	3,327	481,809
Percent change	0.8%	14.8%

Property Tax

No unusual or unexpected fluctuations have been noted.

Video Gaming – November activity reporting
(Distributive share of net Video Gaming Terminal Income Tax for October)

	This Month	Fiscal Year to Date
This Fiscal Year	42,687	287,481
Last Fiscal Year	40,171	266,315
Dollars change	2,516	21,166
Percent change	6.3%	8.0%

Motor Fuel Taxes - November reporting (share of taxes collected in October)

	This Month	Fiscal Year to Date
This Fiscal Year	111,357	811,569
Last Fiscal Year	135,848	850,714
Dollars change	-24,491	-39,145
Percent change	-18.0%	-4.6%

Transportation Renewal Fund - November reporting (share of taxes collected in October)

	This Month	Fiscal Year to Date
This Fiscal Year	76,573	246,190
Last Fiscal Year		
Dollars change		
Percent change	100%	100%

The Transportation Renewal Fund became effective 1 July 2019, as a result there is only current year data. The new funds are restricted to roadway maintenance activities in the same manner as the regular Motor Fuel Tax.

Commuter Parking

The number of daily pay spaces utilized for November 2019 were up modestly (0.6%) compared to the same month of the prior year. Year to date, space utilization reflected a small 2% increase comparative to the prior year to date.

Item #5 – DISCUSS BOARD GOALS AND BUDGET SCHEDULE FOR FISCAL YEAR 2021 –
Mr. Niemeyer presented an update to the 36 goals developed for fiscal year 2020, noting that many of the top ranked items were economic development related.

Based on past priorities and some Strategic Plan feedback, priorities for the 2021 fiscal year that may be considered are:

Public Safety

- Additional hiring, as resources allow, from the police staffing plan.
- Investigate ways to use technology, resource sharing, and other efficiencies to reduce costs.

Workforce Issues

- Develop a more formal employee recognition program.
- Improve internal communications.
- Continue to improve customer service.

Economic Development

- Focus efforts to redevelop and attract new businesses to Park Center Plaza and Tinley Park Plaza.
- Prepare infrastructure improvement plan to support development in the southwest corridor of Village.
- Develop a plan to increase vibrancy of Downtown Tinley Park, specifically focus this year on North St., old Bremen Cash Store properties.
- Reengage State to determine what their plans are for TPMHC, focus on clean-up efforts if the State does not move forward with selling property to Village.

Neighborhood/business district stability

- Develop a proactive code enforcement program.
- Increase promotion and support of business retention.
- Develop a program to welcome and engage new businesses.
- Attract new businesses to fill current vacancies.

Community Engagement/Tourism

- Finalize land acquisition for Harmony Square and move towards construction.
- Initiate trolley on music theater concert nights.
- Continue to review relationship with Southland Convention & Visitors Bureau and determine how it can better serve our current tourism needs.
- Expand community engagement efforts.

Budget Schedule

Tuesday, January 14, 2020	Overview of Board goals/Budget Schedule
Tuesday, March 10, 2020	Discuss proposed budget with Board
Tuesday, April 7, 2020	PublicHearingonproposedfiscalyear2021budget and first reading of Ordinance.
Tuesday, April 21, 2020	AdoptionofBudgetfor2021Ordinance

Mr. Niemeyer asked the Board for input regarding: additional priorities, to those listed earlier, that should be focused on; reprioritizing or eliminating current priorities/spending; additional revenues should be investigated, if any; and revenues should be eliminated, if any.

Trustee Galante stated that she would like to see automation of forms, and software to assist in communications with the residents, as well as business retention beyond of the downtown area.

Trustee Brennan stated he would like to see efficiencies at the Police Department increased with regards to paper tickets versus e-tickets and asked about the software costs. Matt Walsh, Police Chief replied that there is a 2021 Will County mandate for e-tickets but he does not have a cost for the software.

Trustee Mueller noted that the Harlem Avenue corridor at 159th Street should be included in the economic development priorities.

President Vandenberg would like to see senior transportation options investigated as well as one (1) part-time intern in the Mayor's office.

Trustee Glotz asked Forest Reeder, Fire Chief, for an update on the new firehouse. Chief Reeder consulted John Urbanski, Assistant Director of Public Works. Mr. Urbanski stated that it is 59% complete.

Item #6 – RECEIVE COMMENTS FROM THE PUBLIC – President Pro-Tem Glotz asked if there was any one else wished to address the Board. There were none.

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by voice call. President Pro-Tem Glotz, declared the motion carried and adjourned the meeting at 7:15 p.m.

DRAFT



Interoffice Memo

Date: January 29, 2020

To: Committee of the Whole, Tinley Park Village Board

From: Donna Framke, Marketing Director

Subject: Cannabis survey responses

The Village opened a community-wide cannabis survey on January 3, 2020. Postcards directing residents to an online survey link on the website were delivered via USPS to Tinley Park mailing addresses during the week of January 6. In addition, notice was given that hard copies of the survey were available to anyone who came in to the village hall to complete one. The survey closed on January 25th.

The objective of this survey was to give residents a voice. Survey Monkey was used as the vehicle to electronically collect this data. This was not a scientific survey.

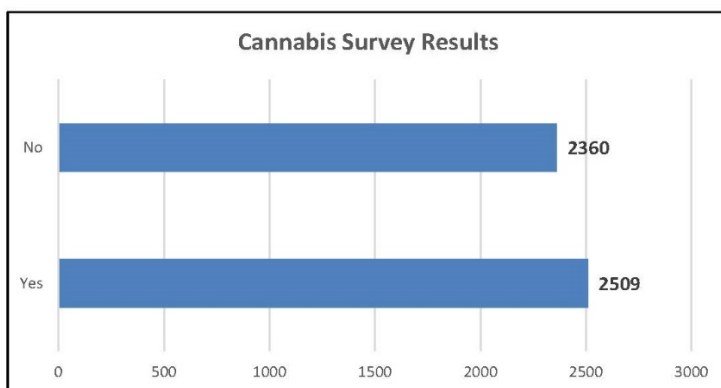
The question posed on the survey was: *“Shall the Village of Tinley Park, in light of state legislation legalizing the possession, consumption and sale of recreational adult-use cannabis, allow the sale of recreational adult-use cannabis within its jurisdiction?”* Respondents were also asked whether or not they were residents and **97.35% or the respondents indicated that they were residents.**

The aggregate results of both the electronic (survey monkey) survey and the hard-copy surveys are:

Responses: 4,869

Yes: 2,509 - 51.53%

No: 2,360 - 48.47%





Interoffice Memo

Date: January 30, 2020
To: Committee of the Whole
From: Colby C. Zemaitis, PE, CFM
Subject: FY 2021 Pavement Management Program (PMP) - Street Resurfacing

Prepared for February 4th, 2020 Committee of the Whole and Village Board Meetings for consideration and possible action.

The project entails 9.2 miles of local streets to be resurfaced by means of Mill and Overlaying or Heater Scarification. Robinson Engineering has prepared a map and list of streets to be included in this year's project. These will be added to the Village website under Current Projects once it is approved by the Board.

The Village has always found success in bidding this project as early as possible to get lower asphalt prices. Early bids tend to be more competitive since it is often the first program put out for bid and there is still uncertainty in the market as to the availability of projects. The Village intends to get this project out to bid in the coming weeks.

Attached please find the memo explaining the project timeline along with the total cost breakdowns for funding and engineering services from Robinson Engineering.

Staff Direction Request: Move to Village Board Meeting for approval.

Attachments: Robinson Engineering Memo
Street Name List
Map of Street Locations

S:PWfiles/Projects/MFT/2020/2020PMPMemo013020

MEMORANDUM

DATE: January 30, 2019
TO: Committee of the Whole
FROM: Van Calombaris, PE, Village Engineering Consultant
SUBJECT: FY2021 Pavement Management Program (PMP)- Street Resurfacing

Attached for your reference is a list which shows the preliminary streets that are being recommended to be covered under the FY2021 program. The recommendation includes approximately 9.2 miles of streets to be resurfaced under the program. The total funding including engineering and materials testing needed for the estimated cost of the FY2021 PMP Program is \$4,115,000.

Provided below is a summary of the projected available funds from the various funding sources used in the past for the FY2021 Pavement Management Program as discussed with the Treasurer's office.

<i>Motor Fuel Tax Fund</i>	<i>\$2,034,000</i>
Regular MFT	\$1,375,000
MFT TRF	\$645,000
High Growth Impact Allocation	\$14,000
<i>Local Roads Fund</i>	<i>\$1,034,000</i>
Vehicle Stickers	\$608,000
Red Light Camera Fines	\$426,000
<i>Other Funds-TBD</i>	<i>\$1,068,000</i>

The amount reflected above does not anticipate any increase in existing revenues, any grants through SSMMA or the dedication of other existing revenues.

We have found success in bidding the program early as it enables the Village to get lower asphalt prices. Early bids tend to be more competitive since it is often the first large program put out for bid and there is still uncertainty in the market as to the availability of projects for Contractors early in the season.

A schedule for adoption of the MFT Resolution/Agreements, bidding schedule, award and construction is provided below.

- **Tuesday 2-4-20** Discuss the final PMP Program details and potential funding up to \$4,115,000 at a Village Committee of the Whole Meeting and discuss entering into an official agreement for Robinson Engineering to provide engineering services related to the Resurfacing Program.
- **Tuesday 2-4-20** Approve \$2,034,000 spending for the FY2021 PMP Resurfacing Program from MFT funds at Village Board Meeting. Pass MFT Resolution.
- **Tuesday 2-4-20** Approve entering into an Agreement for Robinson Engineering to provide engineering services related to the FY2021 Resurfacing Program.
- **Wednesday 2-5-20** Send signed resolution, agreements and engineering documents to IDOT for approval.
- **On or before Thursday 2-27-20** Pending IDOT's approval, accept bids for the FY2021 PMP Resurfacing Program. Bid date will be dependent upon IDOT's review turnaround and could be earlier. Village Board should direct staff to set the actual bid date per IDOT's recommendation.
- **Tuesday 3-3-20** Approve award of PMP Contract to lowest responsive, responsible bidder.

Attachments-Street Location Map and List

Tinley Park PMP FY2021 PMP Proposed Street Resurfacing (20-R0005.01)

Location No.	Location Name	From	To	Length
1	91st Avenue	183rd Street	Mansfield Drive	134
** 2	Mansfield Drive	191st Avenue	Newcastle Court	2100
3	Newcastle Court	Mansfield Drive	Mansfield Drive	1250
4	Upland Drive	179th Street	Raven Place	826
5	Golden Pheasant Drive	Pheasant Lake Drive	Flamingo Drive	804
6	Flamingo Drive	Hummingbird Drive	Meadowlark Drive	911
7	Brown Lane	Woburn Drive	Westbridge Road	776
** 8	Westbridge Road	Brown Lane	Woburn Drive	2898
** 9	Moss Court	Westbridge Road	End	200
** 10	Flanagan Court	Radcliffe Road	End	205
11	Humber Lane	Westbridge Road	175th Street	610
12	176th Street	Woburn Drive	Westbridge Road	1063
** 13	Dover Court	176th Street	End	400
14	Clifton Lane	Woburn Drive	88th Avenue	675
** 15	Clifton Court	Clifton Lane	End	100
16	178th Street	Woburn Drive	88th Avenue	470
17	Rayson Lane	Woburn Drive	88th Avenue	425
** 18	Queen Victoria Lane	Queen Elizabeth Lane	84th Avenue	953
19	Justin Court	Bornet Drive	Bornet Drive	1059
20	161st Place	Bornet Drive	80th Avenue	1072
21	Deland Court	Bornet Drive	Bornet Drive	1472
** 22	76th Avenue	Nottingham Drive	164th Place	339
** 23	Bremontowne Road	163rd Street	Bremontowne Drive	1836
** 24	Birchwood Court	Bremontowne Drive	End	180
** 25	Bump Outs	Bremontowne Drive	Bremontowne Drive	184
26	67th Court	163rd Place	165th Place	1184
27	164th Street	67th Court	66th Court	537
28	164th Place	67th Court	66th Court	568
29	165th Street	67th Court	66th Court	698
30	66th Court	163rd Place	165th Place	1242
31	Tinley Park Drive	Oak Park Avenue	167th Street	932
32	Riverside Drive	Tinley Park Drive	Forest View Drive	2828
** 33	174th Street	Odell Avenue	Harlem Avenue	1063
** 34	70th Avenue	173rd Place	174th Place	617
35	67th Avenue	174th Place	Railroad Tracks	1005
36	174th Street	67th Avenue	Ridgeland Avenue	1635
37	66th Avenue	175th Street	174th Street	555
38	65th Avenue	175th Street	Oak Forest Avenue	1609
39	Vogt Street	65th Avenue	66th Avenue	422
40	66th Avenue	Vogt Street	Oak Forest Avenue	208
41	64th Court	175th Street	End	1292
42	67th Court	179th Street	177th Street	1259
43	67th Avenue	179th Street	178th Street	1867
44	Edgebrook Lane	Brookside Glen Drive	Brookside Glen Drive	3018
45	66th Court	173rd Street	172nd Street	520
46	172nd Street	66th Court	67th Court	720
47	Brookridge Drive	Brookside Glen Drive	Ridgmont Drive	824
48	Brookfield Circle	Ridgmont Drive	Ridgmont Drive	1633
49	Evergreen	16313	16313	0
50	163rd Place and Ridgeland Avenue	Ridgeland Avenue	Ridgeland Avenue	0
51	68th Court (North Leg)	17254	17254	0
52	Everdon/161st Place	163rd Street	Ozark Avenue	0
53	177th Street (East Leg)	Oak Park Avenue	Oak Park Avenue	0
54	88th Avenue	Brookside Glen Drive	Tinley Park/Mokena Border	1300

48,478 FT

= 9.2 Miles

VILLAGE of TINLEY PARK

M.F.T. 20-00000-00-GM

FY 2021 PAVEMENT MANAGEMENT PROGRAM PROPOSED RESURFACING

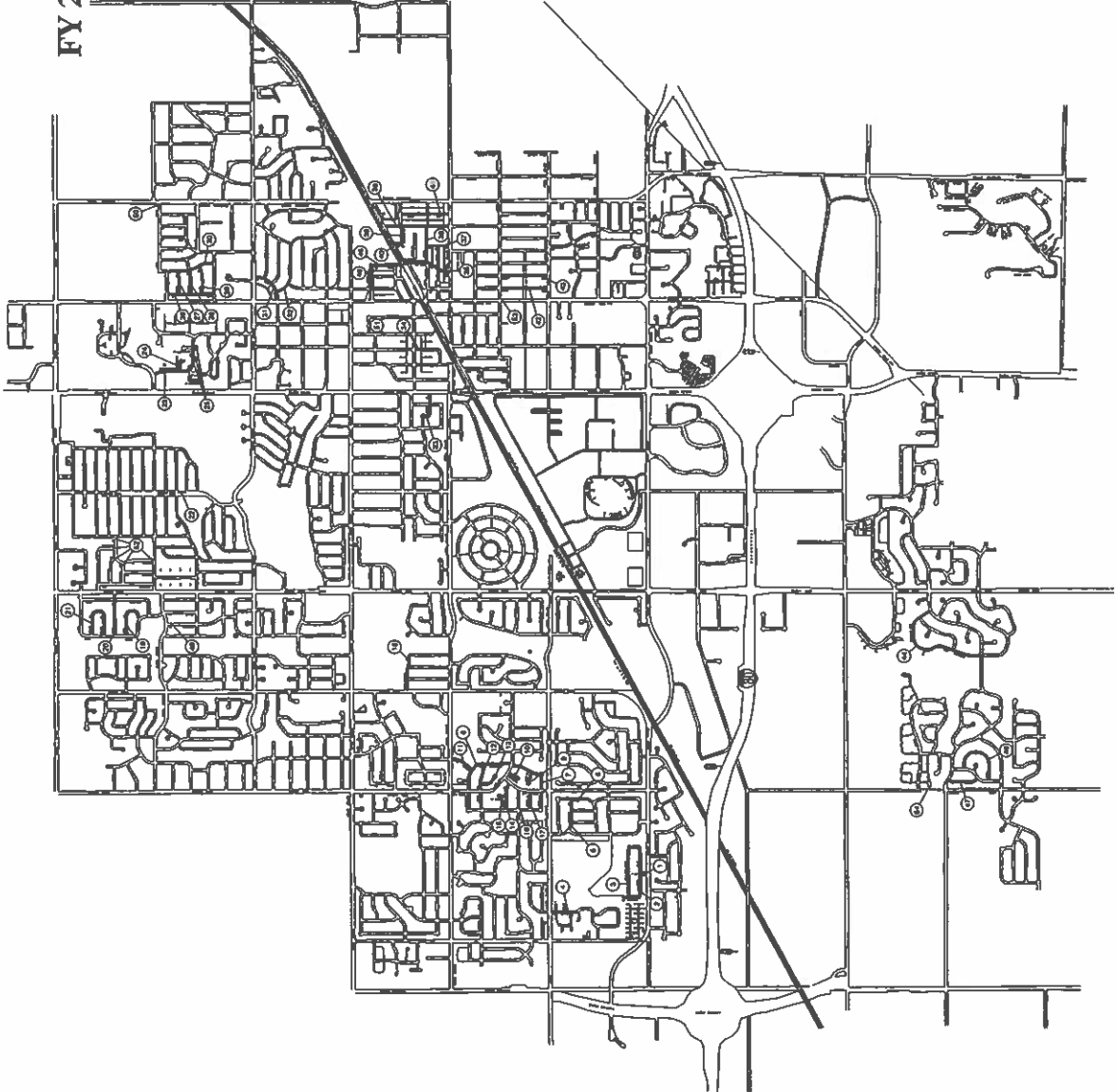


VILLAGE PRESIDENT
JASON C. WANDERING

VILLAGE CLERK
KIRSTIN A. THOMSON

VILLAGE TRUSTEES
DIANNE M. GALANTE
CYNTHIA A. WONG
MICHAEL G. MUELLER

WILLIAM F. BRADY
MICHAEL W. GLATZ
WILLIAM A. BERENSON



MAP LEGEND

- STREET TO BE RESURFACED
- STREET TO BE PATCHED ONLY
- PREVIOUS STRENGTH/LANDSCAPING RESTORATION
- MISCELLANEOUS CONCRETE WORK

TABLE LEGEND

INDICATES STREET WILL HAVE COMBINATION OF SURFACE REPAIRS, PATCHING, EDGE CHISEL AND RESURFACING

Tinley Park MAP FY2021 PMF Proposed Street Resurfacing (08-2008-24)

Street No.	Street Name	Length (ft)	Area (sq ft)	Material	Notes
1	1st St	1000	1000	Asphalt	
2	2nd St	1000	1000	Asphalt	
3	3rd St	1000	1000	Asphalt	
4	4th St	1000	1000	Asphalt	
5	5th St	1000	1000	Asphalt	
6	6th St	1000	1000	Asphalt	
7	7th St	1000	1000	Asphalt	
8	8th St	1000	1000	Asphalt	
9	9th St	1000	1000	Asphalt	
10	10th St	1000	1000	Asphalt	
11	11th St	1000	1000	Asphalt	
12	12th St	1000	1000	Asphalt	
13	13th St	1000	1000	Asphalt	
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19	19th St	1000	1000	Asphalt	
20	20th St	1000	1000	Asphalt	
21	21st St	1000	1000	Asphalt	
22	22nd St	1000	1000	Asphalt	
23	23rd St	1000	1000	Asphalt	
24	24th St	1000	1000	Asphalt	
25	25th St	1000	1000	Asphalt	
26	26th St	1000	1000	Asphalt	
27	27th St	1000	1000	Asphalt	
28	28th St	1000	1000	Asphalt	
29	29th St	1000	1000	Asphalt	
30	30th St	1000	1000	Asphalt	
31	31st St	1000	1000	Asphalt	
32	32nd St	1000	1000	Asphalt	
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36	36th St	1000	1000	Asphalt	
37	37th St	1000	1000	Asphalt	
38	38th St	1000	1000	Asphalt	
39	39th St	1000	1000	Asphalt	
40	40th St	1000	1000	Asphalt	
41	41st St	1000	1000	Asphalt	
42	42nd St	1000	1000	Asphalt	
43	43rd St	1000	1000	Asphalt	
44	44th St	1000	1000	Asphalt	
45	45th St	1000	1000	Asphalt	
46	46th St	1000	1000	Asphalt	
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75	75th St	1000	1000	Asphalt	
76	76th St	1000	1000	Asphalt	
77	77th St	1000	1000	Asphalt	
78	78th St	1000	1000	Asphalt	
79	79th St	1000	1000	Asphalt	
80	80th St	1000	1000	Asphalt	
81	81st St	1000	1000	Asphalt	
82	82nd St	1000	1000	Asphalt	
83	83rd St	1000	1000	Asphalt	
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90	90th St	1000	1000	Asphalt	
91	91st St	1000	1000	Asphalt	
92	92nd St	1000	1000	Asphalt	
93	93rd St	1000	1000	Asphalt	
94	94th St	1000	1000	Asphalt	
95	95th St	1000	1000	Asphalt	
96	96th St	1000	1000	Asphalt	
97	97th St	1000	1000	Asphalt	
98	98th St	1000	1000	Asphalt	
99	99th St	1000	1000	Asphalt	
100	100th St	1000	1000	Asphalt	

48,478 FT=0.2 MILES

PREPARED BY:

Robinson
ENGINEERING
INCORPORATED
 PROJECT NO. 20-R0005_01
 SHEET NO. 1 OF --



PREPARED BY OR UNDER THE DIRECT SUPERVISION OF

DATE DRAWN: 1/20/21



Interoffice Memo

Date: January 30, 2020
To: Committee of the Whole
From: Colby Zemaitis, PE, CFM – Village Engineer
Subject: FY21 PMP - MFT Engineering Agreement

Prepared for February 4, 2020 Committee of the Whole and Village Board Meetings for consideration and possible action:

Description: The project entails 9.2 miles of local streets to be resurfaced by means of mill and overlaying or heater scarification. Robinson Engineering has prepared a map and list of streets to be included in this year's project. These will be added to the Village website under Current Projects once it is approved by the Board.

The agreement between the Village and Robinson Engineering would include preliminary design engineering and field services for the FY 2021 Pavement Management Program (PMP). Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation).

Staff Direction Request:

1. Approve Professional Services Agreement between the Village and Robinson Engineering and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

BLR 14220 – Resolution for Maintenance Under the Illinois Highway Code
BLR 05520 – Maintenance Engineering to be Performed by a Consulting Engineer
BLR 14222 – Local Public Agency General Maintenance – MFT Funded Portion
BLR 14222 – Local Public Agency General Maintenance – Other Funded Portion
BLR 14222 – Local Public Agency General Maintenance – Entire Program
Robinson Engineering Standard Terms and Conditions Form



**Maintenance Engineering to be
Performed by a Consulting Engineer**



Local Public Agency	County	Section Number
Village of Tinley Park	Cook	20-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	3.5%	6%	6%	1. Heater Scarifying (Group IV)

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:
Local Public Agency Signature Date

Title
 Village President

BY:
Consulting Engineer Signature Date

Title
 Vice President

P.E. Seal Date

Approved:
Regional Engineer, IDOT Date



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number, Resolution Type (Original), Section Number (20-00000-00-GM)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park Illinois that there is hereby appropriated the sum of Two Million Thirty Four Thousand Dollars (\$2,034,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/2020 to 12/31/2020

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Tinley Park shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kristin A. Thirion Village Clerk in and for said Village of Tinley Park in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Tinley Park at a meeting held on 02/04/20

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL)

Clerk Signature box

APPROVED

Regional Engineer Department of Transportation and Date boxes

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions supplement the Agreement between the Local Agency ("LA") and the Consulting Engineer ("ENGINEER") (herein REL):

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by LA, LA's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment made to REL's compensation and agreed to in writing by REL and LA.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – LA may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to LA. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

LA shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/ termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on LA's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. LA shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – LA agrees to obtain legal right-of-entry on the property when entry to property is required by the work.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of

construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to LA for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for LA's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when LA and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, LA and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by LA or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of LA and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon LA and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

LA's Initial: _____ Date: _____
Supplements BLR 5510, 5511, 5512, 5520, 5530, 5610 & 5611



Illinois Department of Transportation

Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section Number	Maintenance Period	
Village of Tinley Park	Cook	20-00000-00-GM	Beginning	Ending
			01/01/2020	12/31/2020

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Heater Scarifying	IV	Yes	Outside Contractor-Resurfacing et al					\$1,934,000.00
Total Operation Cost								\$1,934,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)	\$1,934,000.00		\$1,934,000.00
Maintenance Total	\$1,934,000.00		\$1,934,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$100,000.00		\$100,000.00
Engineering Inspection			
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total	\$100,000.00		\$100,000.00
Total Estimated Maintenance	\$2,034,000.00		\$2,034,000.00

Remarks

SUBMITTED

Local Public Agency Official	Date

Title

Village President

County Engineer/Superintendent of Highways	Date

APPROVED

Regional Engineer Department of Transportation	Date



Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section Number	Maintenance Period	
Village of Tinley Park	Cook	20-00000-00-GM	Beginning	Ending
			01/01/20	12/31/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Heater Scarifying	IV	Yes	Outside Contractor-Resurfacing et al					\$1,797,439.16
Total Operation Cost								\$1,797,439.16

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)		\$1,797,439.16	\$1,797,439.16
Maintenance Total		\$1,797,439.16	\$1,797,439.16

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering		\$31,850.37	\$31,850.37
Engineering Inspection		\$224,886.35	\$224,886.35
Material Testing		\$27,500.00	\$27,500.00
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total		\$284,236.72	\$284,236.72
Total Estimated Maintenance		\$2,081,675.88	\$2,081,675.88

Remarks

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section Number	Beginning	Ending
Village of Tinley Park	Cook	20-00000-00-GM	01/01/2020	12/31/2020

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Heater Scarifying	IV	Yes	Outside Contractor-Resurfacing et al					\$3,731,439.16
Total Operation Cost								\$3,731,439.16

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	Other Funds	Estimated Costs
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)	\$1,934,000.00	\$1,797,439.16	\$3,731,439.16
Maintenance Total	\$1,934,000.00	\$1,797,439.16	\$3,731,439.16

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$100,000.00	\$31,850.37	\$131,850.37
Engineering Inspection		\$224,886.35	\$224,886.35
Material Testing		\$27,500.00	\$27,500.00
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total	\$100,000.00	\$284,236.72	\$384,236.72
Total Estimated Maintenance	\$2,034,000.00	\$2,081,675.88	\$4,115,675.88

Remarks

SUBMITTED

Local Public Agency Official	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; height: 30px;"></div>

Title

Village President

County Engineer/Superintendent of Highways	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; height: 30px;"></div>

APPROVED

Regional Engineer Department of Transportation	Date
<div style="border: 1px solid black; height: 30px;"></div>	<div style="border: 1px solid black; height: 30px;"></div>

DISCUSS AUTHORIZING AN AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND PROVIDENCE
BANK & TRUST CONSENTING TO THE COLLATERAL
ASSIGNMENT OF THE SOUTH STREET
REDEVELOPMENT PROJECT.

BACK UP TO FOLLOW



Interoffice Memo

Date: January 28, 2020

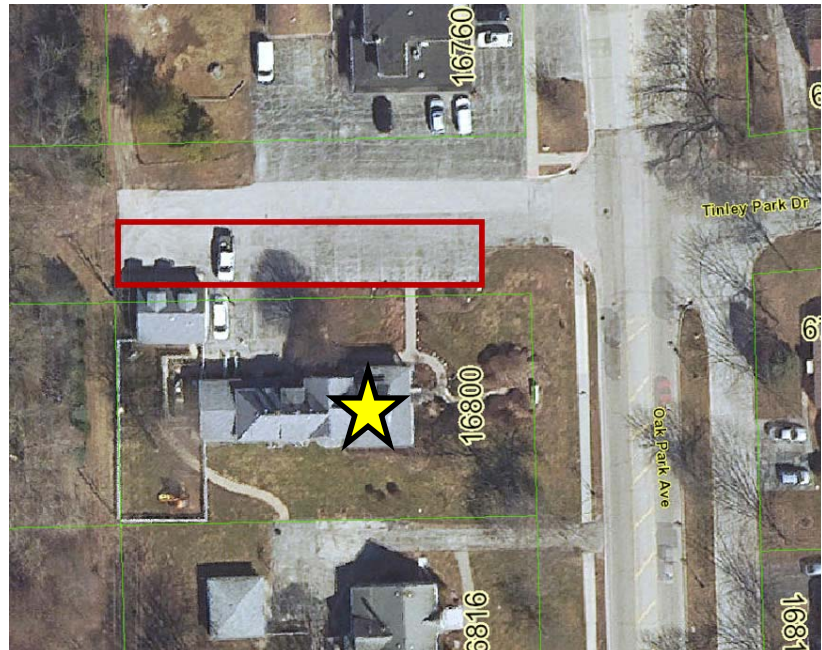
To: Board of Trustees and Mayor
David Niemeyer, Village Manager

From: Daniel Ritter, Senior Planner

Subject: Parking Use and Maintenance Agreement at 16800 Oak Park Avenue

Background:

The subject site is located adjacent to 16800 Oak Park Avenue, which is owned and operated by An English Garden Florist and Gifts. There are ten (10) on-street parking spaces on the north side of the building along an area of dedicated right-of-way (R.O.W.) The R.O.W. is aligned with what would be an extension of 168th Street. However, there are no current or future plans for a public street to be constructed at this location. The property has historically utilized this parking to meet its parking requirements. The businesses



to the north also utilize the north side of this R.O.W. for parking. A *Parking Use and Maintenance Agreement* was last entered into in 2014 with the previous owner. This agreement was part of a negotiation with the Village to help the property owner meet parking requirements and best utilize a R.O.W. that only serves two private commercial lots.

The agreement allows the owner of the property and its tenants the non-exclusive use of the parking along with accepting maintenance responsibilities of the parking area (including snow plowing, pavement striping, and landscaping). With the transfer of ownership, a new agreement is required. A similar agreement was recently approved for the Veterinary Clinic at 17745-17749 Oak Park Avenue.

Plan Commission Discussion/ Recommendation:

The property was previously a standalone commercial property and the new owner has decided to pursue a mixed-use building with An English Garden located on the ground floor commercial and apartment on the second floor. To convert a Heritage Site to a mixed-use building, a special use is required to be approved by the Village Board. A Public Hearing was held on January 16, 2020 where the Plan Commission voted 8-0 to recommend to the Village Board approval of the requested Special Use with the understanding a parking lease would be approved simultaneously.

Village Board Request:

Consider entering into a *Parking Lease and Maintenance Agreement* with An English Garden, LLC to permit on-street parking along the south side of the 168th Street right-of-way located at 16800 Oak Park Avenue in the NG (Neighborhood General) Zoning District.

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2020-R-009

**A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT
BETWEEN AN ENGLISH GARDEN, LLC AND THE VILLAGE OF TINLEY PARK FOR
PROPERTY LOCATED AT 16800 OAK PARK AVENUE**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2020-R-009

**A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT
BETWEEN AN ENGLISH GARDEN, LLC AND THE VILLAGE OF TINLEY PARK FOR
PROPERTY LOCATED AT 16800 OAK PARK AVENUE**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park (“Village”), have considered entering into an Agreement with the An English Garden, LLC, a true and correct copy of such Parking Use and Maintenance Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

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

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 4th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 4th day of February, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-009, “A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT BETWEEN AN ENGLISH GARDEN, LLC AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 16800 OAK PARK AVENUE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 4, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

PARKING LICENSE AND MAINTENANCE LICENSE AGREEMENT

This Parking License and Maintenance Agreement (“License Agreement”) is made on _____, 2019, by and between An English Garden, LLC an Illinois limited liability company, d/b/a An English Garden (“An English Garden”) and the Village of Tinley Park (“Village”) an Illinois municipal corporation duly organized and existing under the laws of the state of Illinois (collectively “Party” or “Parties”).

RECITALS

WHEREAS, said An English Garden is the record owner of certain real property that is the subject of this License Agreement (“Subject Property”) described as follows:

Legal Description:

Lot 1 in Block 6 in Elmore's Oak Park Avenue Estates, being a Subdivision of the Northwest fractional 1A of Section 9, Township 36 North, Range 13, East of the Third Principal Meridian (except that part of the drainage ditch conveyed by Document Number 377150), according to the plat thereof recorded April 25, 1929 as Document Number 10351098, in Cook County, Illinois.

PIN: 28-30-107-007-0000

Commonly known as: 16800 Oak Park Avenue, Tinley Park, Illinois

WHEREAS, said An English Garden currently operates a florist and retail store at the Subject Property; and

WHEREAS, the Village owns a strip of land, which is utilized as a paved parking area, immediately north of the Subject Property and immediately south of the 168th Street/Tinley Park Drive extension (“North Lot”), described in the attached **Exhibit A**; and

WHEREAS, the An English Garden is among the primary beneficiary of the North Lot and said An English Garden requires the associated parking spaces to meet the minimum parking requirements as described in the Zoning Ordinance; and

WHEREAS, said An English Garden shall be liable for the continued maintenance and care of the North Lot in exchange for the Village’s promise to allow the Business to utilize the parking spaces on the North Lot; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and An English Garden agree as follows:

**SECTION ONE
PARKING USE LICENSE AGREEMENT**

The Village hereby grants to An English Garden and its respective agents, employees, business invitees, and the general public, a non-exclusive license to use the North Lot for parking motor vehicles. An English Garden shall not restrict, in any way, the right of the general public to use the parking spaces located on the North Lot.

The Village may state the hours of use granted by this License Agreement on signs erected pursuant to its authority to regulate traffic and parking along the Village's roadways.

**SECTION TWO
TERM**

The Term of this License Agreement will commence on _____, 2019, and will continue for as long as the An English Garden owns the Subject Property, provided no Party is in breach of this License Agreement, the Village is enforcing the parking restrictions contained herein, and

**SECTION THREE
ASSIGNMENT**

This License Agreement shall not be assigned unless specifically approved in writing by the Village. This License Agreement will automatically cease and terminate on the sale, conveyance, transfer or other disposition of the Subject Property.

**SECTION FOUR
ALTERATIONS**

An English Garden shall not make any alterations, changes, or additions in or to the North Lot unless and until the written consent of the Village has been approved in writing by the Village Board of Trustees.

**SECTION FIVE
MAINTENANCE**

Except to the extent caused by the Village's negligence or willful and wanton conduct, An English Garden, at their sole cost and expense, shall maintain and repair the North Lot, including but not limited to resurfacing, repaving, striping, and curb repair, if applicable, removing snow, ice and other debris from the North Lot; and otherwise taking the reasonable and necessary and appropriate measures to keep the North Lot in a clean, attractive, safe, unobstructed, good and usable condition.

**SECTION SIX
COMPLIANCE WITH LAW**

Each party will at its own expense comply with all federal, state, and local laws now or later in force which may be applicable to An English Garden's operation in the Village. An English Garden will obtain and pay for all permits, licenses, and other authorizations which may be required for its activities contemplated by this License Agreement.

**SECTION SEVEN
WAIVER**

No waiver by any Party of any default on the part of any Party in the performance of any of the terms, covenants, or conditions of this License Agreement to be performed, kept, or observed by the defaulting Party shall be or be construed to be a waiver by the non-defaulting Party or any other subsequent default in the performance of any terms, covenants, or conditions of this License Agreement to be performed, kept or observed by the defaulting Party.

**SECTION EIGHT
TERMINATION**

The Village shall have the right, upon thirty (30) days prior written notice to An English Garden to terminate or modify the rights granted pursuant to this License Agreement as necessary to facilitate the expansion, improvement, beautification, or removal of the Right-of-Way or the North Lot; provided, however, should the Village so modify the rights granted to An English Garden pursuant to this License Agreement, An English Garden shall have the right to terminate this License Agreement within thirty (30) days of the Village's written notice of such termination or modification.

**SECTION NINE
AMENDMENT**

This License Agreement may be modified or amended in whole or in part only by a written instrument executed by the Parties.

**SECTION TEN
ENTIRE LICENSE AGREEMENT**

This License Agreement and the exhibits to this License Agreement contain all the representations and the entire agreement between the Parties with respect to the subject matter of this License Agreement. Any prior correspondence, memoranda, or agreements are superseded in total by this License Agreement and the exhibits to this License Agreement. No Party has relied on any representations, written or verbal, of any other Party other than those express written representations made within this License Agreement.

**SECTION ELEVEN
INDEMNIFICATION**

An English Garden shall hold harmless, defend and indemnify the Village, its Board Members, officers, agents, and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of An English Garden's activities under this License Agreement. This indemnification obligation shall also apply to the three-car frame garage that illegally encroaches up to 5.52 feet into the Village's right-of-way property. This Section in no way grants building or zoning approvals for the non-conforming garage. This obligation shall continue beyond the term of this License Agreement to any act or omission which occurred during or under this License Agreement. 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 An English Garden or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**SECTION TWELVE
LICENSE ONLY/RECORDATION**

This License Agreement may be recorded in the public records. Notwithstanding anything contained herein to the contrary, this License Agreement is intended to create only license rights with use of the North Lot and no agency, partnership, joint venture, lease, tenancy, leasehold or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License Agreement.

**SECTION THIRTEEN
TAX EXEMPTION**

The North Lot is currently exempt from real estate taxes. The Parties intend that the North Lot remain tax exempt. The Village shall continue to take the necessary actions to retain the tax-exempt status. However, shall the North Lot lose the tax-exempt status because of this License Agreement, An English Garden shall be jointly and severally liable for any taxes imposed.

**SECTION FOURTEEN
NOTICE**

All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed two (2) days after deposit in the U. S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

All notices to the Village of Tinley Park shall be sent to:

Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

All notices to Grantor shall be sent to:

An English Garden
Attn: Kim McAuliffe
16800 Oak Park Avenue
Tinley Park, Illinois 60477

or to such other address as a Party may designate for itself by notice given from time to time to the other Party in the manner provided herein.

**SECTION FIFTEEN
EXHIBITS**

All exhibits attached hereto are incorporated by reference and made a part of this License Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and year written below.

VILLAGE:

AN ENGLISH GARDEN:

THE VILLAGE OF TINLEY PARK

AN ENGLISH GARDEN, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL**

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the _____, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day _____, 2019.

(Notary Public)

Exhibit A





Interoffice Memo

Date: January 31, 2020

To: David Niemeyer, Village Manager

From: Denise Maiolo, Director of Human Resources

Subject: Civil Service Rules & Regulations Update

A summary of the updated Rules and Regulations of the Civil Service Commission was presented at Admin and Legal Committee on January 14, 2020 following meetings and discussions between Village Attorney, Human Resources Director and the Civil Service Commissioners. At Committee level, the Trustees raised questions regarding the proposed point system for lateral hire patrol officer applicants. who would present themselves for testing as administered by the Civil Service Commission, for the position of Patrol Officer A1.

Background

The comprehensive review of the existing Rules and Regulations of the Civil Service Commission was completed in order to determine if the Rules and Regulations from 1997 adequately addressed the current landscape for employee recruitment and hiring. No comprehensive review had been undertaken in over 20 years since their adoption in 1977. Instead, only minor changes had been made to certain portions of the Rules and Regulations, as needed. Also included in this review were the changes in, and use of, technology since adoption of the Rules and Regulations in 1997, in order to determine whether or not the existing Rules and Regulations provided clear guidelines for all Commissioners, members of the public and potential employees.

Point System

The current rules and regulations include the following point system, already in place. These include:

- 5 points for Military Preference when requested and proved. This applies to original examinations/testing of non-promotional positions such as Mechanic and Patrol Officer, Military preference points are required by IL Municipal Code.
- Seven tenths of one point for every six months of active military service or 3.5 points for Military Preference when requested and proved. This applies to promotional examinations/testing of promotional positions such as Sergeant or Lead Telecommunicator. Military Preference points are required by IL Municipal Code.
- Up to 5 points for Seniority. **Applies only to promotional testing (Sergeant/Lead Telecommunicator)**. Seniority points are an option under the IL Municipal Code.
- Up to 10 points for Merit & Efficiency for Police and up to 12 points for 911 Dispatch. **Applies only to promotional testing (Sergeant/Lead Telecommunicator)**. Merit and Efficiency points are an option under the IL Municipal Code.

Proposed Additional Points

The new Rules and Regulations propose the following additional “experience preference” points:

- Up to 5 additional “experience preference” points for only new lateral hire applicants;
- Only available to those Civil Service Applicants who have successfully completed the written examination and personal interview portions of testing process;
- These applicants must also be currently certified Illinois police officers who have already completed Academy through another municipality.

These experience preference points for only new lateral hires was recommended by Police Chief Walsh in order to address the Village Board’s concerns to expedite hiring of qualified officers and move them through the hiring process faster.

Option

Allow up to 2 additional “experience preference” points for only new lateral hire applicants, as detailed above.

Current Register

The current Eligibility Register for Patrol Officer is dated November 1, 2019 and contains 29 candidate, many of whom are already certified Illinois police officers. This is a unique situation that has not occurred in recent years of testing. Additional experience preference points could allow the certified officers to move through the eligibility register faster, and if successful in pre employment testing, allow them to be appointed, hired, undergo field training and placed on the street within a shorter timeframe.

Duration of Field Training is approximately 16 weeks and is conducted by current Tinley Park officers. In the case of lateral hires. Duration of Police Academy is approximately 14 weeks and, as an employee, the candidate would receive full pay and benefits while attending Police Academy. Entry patrol officers earn \$35.12/hr. The cost savings to the Village, at 40 hours per week for the duration of Academy, is as follows:

Cost of a New Patrol Officer for 14 Weeks

Salary	\$35.12 per hour for 560 hours	19,667.20
Medicare	1.45%	285.17
Health	Assume Family Coverage \$1036.66/pay payroll for 7	
Insurance	payrolls	7,256.62
GTL	\$9.75 per month for 3 months	29.25
		<u>27,238.24</u>

Note that this figure does not include uniform (approximately \$3,000) or FTO officer training costs. Note also that as new hire demonstrates proficiency, FTO training may be abbreviated, at the recommendation of FTO officer and approval of Police Chief, adding to cost savings.

cc: Police Chief Matthew Walsh

**PUBLIC
COMMENT**

ADJOURNMENT