

**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 18, 2020, beginning at 7:30 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 FEBRUARY 4, 2020.
3. RECEIVE UPDATE ON FIRE STATION 47 PROJECT.
4. DISCUSS AGREEMENT WITH LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATER.
5. DISCUSS COMMITTEE OF THE WHOLE SCHEDULE FOR THE REMAINDER OF 2020.
6. DISCUSS SIP WINE BAR EASEMENT.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Meeting of the Committee of the Whole
February 4, 2020 – 7:15 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Members Present: J. Vandenberg, Village President (arrived at 7:35 p.m.)
K. Thirion, Village Clerk
C. Berg, Village Trustee
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Galante, Village Trustee
M. Mueller, Village Trustee

Members Absent: M. Glotz, 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
C. Zemaitis, Village Engineer
D. Framke, Marketing Director
D. Maiolo, Human Resources Director
P. O'Grady, Village Attorney

Others Present:

Item #1A - The meeting of the Committee of the Whole was called to order at 7:22 p.m. on February 4, 2020.

Item #1B – CONSIDER APPOINTING TRUSTEE BRENNAN AS INTERIM PRESIDENT PRO-TEM FOR THE COMMITTEE OF THE WHOLE MEETING DATED FEBRUARY 4, 2020.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to appoint Trustee Brennan as interim President Pro-Tem for the committee of the whole meeting dated February 4, 2020. Vote by voice call.

Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JANUARY 14, 2020. – Motion was made by Trustee Brady, seconded by Trustee Mueller, to approve the minutes of the Committee of the Whole meeting held on January 14, 2020. Vote by voice call. President Pro-Tem Brennan declared the motion carried.

Item #3 –REVIEW CANNABIS SURVEY RESULTS. – Donna Framke, Marketing Director, presented the results of the community-wide cannabis survey conducted by the Village. The survey opened 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 aggregate results of both the electronic survey and the hard-copy surveys are: Responses: 4,869; Yes: 2,509 - 51.53%; No: 2,360 - 48.47%.

Trustee Muller asked if non-resident response were included in the total results. Ms. Framke replied that non-resident responses, which amounted to about 1%, are included.

Trustee Brady asked if the survey was closed. Ms. Framke confirmed it is.

Trustee Mueller inquired to the next steps. Paul O'Grady, Village Attorney, will draft a memo.

Discussion will continue at the first Committee of the Whole meeting in March.

Item #4 – DISCUSS FISCAL YEAR 2021 PAVEMENT MANAGEMENT PROGRAM (PMP).

Colby Zemaitis, Village Engineer, presented the FY 2021 Street Resurfacing Pavement Management Program (PMP). 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.

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.

The agreement between the Village and Robinson Engineering would include preliminary design engineering and field services for the FY 2021 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).

Trustee Mueller asked what percentage of Village streets the 9.2 miles represented. Mr. Zemaitis calculated that it is about 3%.

President Pro-Tem Brennan asked the Committee if there were any questions. Three were none.

Motion was made by President Pro-Tem Brennan, seconded by Trustee Brady, to recommend a Professional Services Agreement between the Village and Robinson Engineering be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Brennan declared the motion carried.

Item #5 – DISCUSS AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PROVIDENCE BANK & TRUST CONSENTING TO THE COLLATERAL ASSIGNMENT OF THE SOUTH STREET REDEVELOPMENT PROJECT.

Mr. O'Grady presented the Agreement between the Village of Tinley Park and Providence Bank and Trust consenting to the collateral assignment of the South Street Redevelopment Project.

The agreement is a "Consent to the Collateral Assignment of the Development Agreement from Developer to Providence Bank." Such agreements are common as construction loans are often secured by a development agreement and underlying property. The Redevelopment Agreement (RDA) between

the Village and South Street, contemplated a collateral assignment and indicated the Village would consent to an assignment of rights as well as the obligations. The initial drafts of this agreement had provisions that would allow the lender to claim assignment of the benefits without the obligations. The updated Agreement requires the lender or subsequent purchaser to assume the obligations of the Agreement if they want the benefits.

The Lender has created a Mortgage lien by way of the loan. Typically, a bank would lien an all of the property, on a given property, to secure a construction loan. This is not an option in this case, as both the Village's, and Developer's property is somewhat intermingled throughout the Development, and certain parcels are set to change hands on certain dates. The Village sought to insure that property it owned would not be encumbered at the time the Village took ownership. In addition, if any foreclosure action on a parcel to be controlled by the Village in the future was taken, the RDA could not be assigned without an assumption of the obligations, thus ensuring the Village will have unencumbered ownership or ability to enforce completion of the development of that parcel on subsequent purchasers.

Trustee Brennan asked if the property of the Village was a parking lot. Mr. O'Grady explained that this would be sidewalks and such.

Trustee Berg asked if there were any documents from the bank with the amount of the loans taken. Trustee Mueller stated, those documents would be between the developer and lender, the concern would be that the Village was protected, which Trustee Brady stated, was accomplished. Mr. O'Grady reiterated that if the developer defaults on the loan, the bank cannot encumber or attach Village property.

President Pro-Tem Brennan asked the Committee if there were any questions. Three were none.

Motion was made by President Pro-Tem Brennan, seconded by Trustee Brady, to recommend the Agreement between the Village of Tinley Park and Providence Bank & Trust consenting to the collateral assignment of the South Street Redevelopment Project be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Brennan declared the motion carried.

Item #6 - DISCUSS PARKING AGREEMENT FOR AN ENGLISH GARDEN, 16800 OAK PARK AVENUE. Kimberly Clarke, Community Development Director, presented a request for a Parking Agreement for An English Garden, 16800 Oak Park Avenue. 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.

President Pro-Tem Brennan asked the Committee if there were any questions. Three were none.

Motion was made by President Pro-Tem Brennan, seconded by Trustee Brady, to recommend the Parking Agreement for An English Garden, 16800 Oak Park Avenue be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Brennan declared the motion carried.

Item #7 – DISCUSS CIVIL SERVICE RULES & REGULATIONS. Denise Maiolo, Human Resources Director, presented an update to the Civil Service Rules and Regulations. 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.

Changes proposed include modification to: the point system already in place; the eligibility roster and allowing Commissioners to request additional testing.

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.

The split list is used when there are large numbers of police applicants. The proposed change will allow the interviewing of the top candidates, to move through the list quicker. All eligible applicants will be on one (1) list.

Proposed change allowing the Commissioners, to request additional testing when needed to properly screen the candidates.

Trustee’s Brennan and Berg thanked Ms. Maiolo and Matt Walsh, Police Chief, for their work on these changes.

Trustee Mueller asked if the point changes will be applied to the current eligibility roster. Ms. Maiolo stated they would be in effect with the next roster.

President Pro-Tem Brennan asked the Committee if there were any questions. Three were none.

Motion was made by President Pro-Tem Brennan, seconded by Trustee Mueller, to recommend the Civil Service Rule be forwarded to the Village Board for approval. Vote by voice. President Pro-Tem Brennan declared the motion carried.

Item #8 – RECEIVE COMMENTS FROM THE PUBLIC.

Kim McAuliffe, the owner of An English Garden, introduced herself.

A citizen asked about the next steps with regards to cannabis.

A citizen asked for the results of the cannabis survey.

A citizen stated they liked the cannabis postcard asked how much it cost to mail them out. Ms. Framke replied \$5000.

President Pro-Tem Brennan asked if there was any one else wished to address the Board. There were none.

Motion was made by President Pro-Tem Brennan, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by voice call. President Pro-Tem Brennan, declared the motion carried and adjourned the meeting at 7:49 p.m.



Interoffice

Memo

Date: February 13, 2020

To: David Niemeyer, Village Manager
Kevin Workowski, Public Works Director

From: John Urbanski, Assistant Public Works Director

Subject: Construction Update for Fire Station #47

Presented for February 18, 2020 Committee of the Whole discussion.

Description:

This item is for a brief overview of the construction progress, budget and schedule. As of recently the project has passed the 65% completion mark, on schedule and currently under budget.

Attachments:

Fire Station Construction Update PowerPoint



FIRE STATION #47

7825 W. 167TH St.
Tinley Park, Illinois

Construction Progress as of January 22, 2020



BASEMENT



DAYROOM FACING NORTHWEST



ELECTRICAL ROOM



MECHANICAL ROOM



NORTH EAST ELEVATION



NORTH WEST ELEVATION



SOUTH EAST ELEVATION



SOUTH ELEVATION



SOUTH WEST ELEVATION



WORKOUT ROOM



Village of Tinley Park

Fire Station No. 47



**Construction
Schedule Update**

	Original Date	Proposed Date	Difference
Mobilization / Demolition	April 22, 2019	May 6, 2019 (Actual)	2 Weeks
Building Shell	October 25, 2019	January 3, 2020	10 Weeks
Substantial Completion	March 20, 2020	May 1, 2020	6 Weeks
Completion - Building	April 3, 2020	May 15, 2020	4 Weeks
Completion - Project	May 1, 2020	May 15, 2020	2 Weeks

CONSTRUCTION SCHEDULE UPDATE



MAY 2019

MAY 16

MAY 17

MAY 22

MAY 28

MAY 29

JUNE 2019

JUNE 4

JUNE 5

JUNE 20

JULY 2019

JULY 3

JULY 18

JULY 29

AUGUST 2019

AUGUST 26

SEPTEMBER 2019

SEPTEMBER 3

SEPTEMBER 27

OCTOBER 2019

OCTOBER 2

OCTOBER 11

OCTOBER 16

OCTOBER 21

OCTOBER 30

NOVEMBER 2019

NOVEMBER 8

NOVEMBER 11

NOVEMBER 12

NOVEMBER 13

NOVEMBER 14

NOVEMBER 15

NOVEMBER 27

**TOTAL NUMBER OF DAYS LOST
DUE TO RAIN OR HIGH WINDS:**

29

LOST DAYS DUE TO WEATHER



Interoffice Memo

Date: February 12, 2020

To: Village Board

From: Pat Carr, Asst. Village Manager/Director EM and 911 Communications

CC: Dave Niemeyer, Village Manager

Subject: Live Nation Agreement

The Village of Tinley Park and Live Nation have proposed to enter into a cooperative agreement to provide public safety services at the Hollywood Casino Amphitheatre. This agreement will cover insurance requirements and public safety costs associated with the operation of the music theatre.

Staff is requesting approval of this agreement. This agreement will provide a cost savings to the Village associated with public safety services at the Hollywood Casino Amphitheatre.

PUBLIC SAFETY SERVICES AGREEMENT

This Agreement ("Agreement") is made this ____ day of _____ 2020 ("Effective Date"), by and between LIVE NATION WORLDWIDE, INC., with its principal place of business at 1900 South Ridgeland Avenue, Tinley Park, Illinois 60477; and the VILLAGE OF TINLEY PARK (herein "Village"), with an address of 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 (collectively, the "Parties").

WHEREAS, LIVE NATION operates concerts and events that are accessible by the public at HOLLYWOOD CASINO AMPHITHEATER within the Village of Tinley Park (herein "Facility");

WHEREAS, LIVE NATION requests the VILLAGE to provide safety, security and order at the Facility through appropriately licensed and qualified law enforcement officers, traffic control officers, fire personnel, emergency management, and 911 personnel (herein "Officers"); and

WHEREAS, events held at the Facility cause the VILLAGE to expend and deploy significant Officers and Services; and

WHEREAS, in order to more fully define the scope of the Village involvement in the services requested by LIVE NATION and to set forth the full compensation;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 LIVE NATION shall request Officers to the Facility to perform police patrols, law enforcement, traffic control, and emergency services (herein "Services") outside and inside the Facility. Within the Facility, one police officer will be provided by the VILLAGE to be stationed at each of the six gates. After admission, no more than three police officers will remain within the Facility for the duration of the event. Each period of Services rendered by the Officers shall be designated an "Assignment". The Services shall only encompass duties and functions customarily rendered by the VILLAGE. Officers requested by LIVE NATION shall at all times be subject to the control and direction of the VILLAGE.

1.2 LIVE NATION shall not exercise control over Officers' enforcement of laws or emergency services and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by the Officers and the VILLAGE. Officers shall be subject to, and shall abide by, all city and departmental rules and regulations as well as complying with all local, state and federal laws.

1.3 Officers may, in their sole discretion, interrupt their provision of Services in order to discharge their public duties as Officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be

considered a breach of this Agreement. LIVE NATION will be obligated to pay for interruptions of the provision of Services whenever such interruption lasts less than one hour.

2. **LIVE NATION'S RIGHT TO REQUEST LAW ENFORCEMENT ACTIVITY:** For the purposes of this agreement, any request for Services must be made with the VILLAGE's Assistant Manager, Patrick Carr, or designee otherwise appointed by the VILLAGE. As set forth above, one police officer will be provided by the VILLAGE to be stationed at each of the six gates. After admission, no more than three police officers will remain within the Facility for the duration of the event. The VILLAGE must provide a response to a request for additional Officers from LIVE NATION for law enforcement and emergency assistance within five (5) business days.

3. **PAYMENT:** In exchange for Services rendered, LIVE NATION shall reimburse the VILLAGE for the costs of providing Officers to the Facility, replacing equipment as the need for which is reasonably attributable to duties carried out at the Facility, and equipment purchased on an as needed basis for use at the Facility. The breakdown and procedures for documenting, requesting, and approving such fees is more fully set forth in Exhibit A, attached hereto and made a part hereof. The VILLAGE shall provide LIVE NATION with an invoice of said compensation to be reimbursed on a monthly basis.

4. **TERM AND TERMINATION:** This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Village Manager or Mayor has sole authority to terminate this Agreement on behalf of the VILLAGE. In the event of a material breach by a party, the non-breaching party shall have the right to terminate this Agreement following written notice to the breaching party specifying the alleged breach and a reasonable opportunity to cure.

5. **THE VILLAGE'S STATUS AS INDEPENDENT CONTRACTOR.** LIVE NATION and the VILLAGE enter into this Agreement at arms' length. Both the VILLAGE and LIVE NATION intend that an independent contractor relationship be created by and through this Agreement. None of the officers requested by LIVE NATION shall be deemed as agents, servants, or employees of LIVE NATION. No employee, agent, officer, or servant of LIVE NATION shall in any way be considered an agent, servant, or employee of the VILLAGE.

6. **SCREENING AND QUALIFICATIONS OF OFFICERS:** The VILLAGE warrants and represents that each Officer meets all requirements for service as a law enforcement officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officers is licensed.

7. **LEGAL COMPLIANCE:** LIVE NATION shall secure and maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. The VILLAGE warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers.

8. **INSURANCE.** The Parties agree to maintain their own insurance and have no obligation to name the other Party as a secondarily insured entity under each respective policy.

9. **INDEMNITY:** Each Party shall indemnify, defend, and hold harmless the other Party, its officers, officials, employees and agents from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection to the indemnifying Party's negligent or intentional act or omission, or from the indemnifying Party's breach of this Agreement.

10. **NON-EXCLUSIVITY:** This Agreement is non-exclusive between the parties. LIVE NATION and the VILLAGE have the right to enter into similar relationships with any other entities.

11. **NOTICES:** Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party shown below.

To LIVE NATION:

Courtney Rourke 19100 South Ridgeland Avenue Tinley Park, IL 60477

With a copy to:

Live Nation – U.S Concerts Attn: Ben Barnes, Associate Counsel, 1100 Glendon Avenue, Suite 1080, Los Angeles, CA 90024

To the VILLAGE OF TINLEY PARK, for the attention of Patrick Carr, Assistant Village Manager or designee.

12. **ASSIGNMENT OF RIGHTS:** This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.

13. **SURVIVAL:** No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

14. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, Including any Officer.

15. **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.

16. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

17. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement with Exhibit A constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the VILLAGE and the VILLAGE shall be free to reinstate any such term or condition.

18. **SECTION HEADINGS:** Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

19. **SEVERABILITY:** The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

20. **COSTS AND ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party hereto shall bear its own respective costs, expenses, and attorneys' fees.

21. **WAIVER OF RULE OF CONSTRUCTION:** The Parties hereto have participated jointly in the negotiation and drafting of this Agreement, and each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

22. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement.

THE VILLAGE OF TINLEY PARK

By: _____

Title: _____

Date: _____

LIVE NATION WORLDWIDE, INC.

By: _____

Title: _____

Date: _____

EXHIBIT A

Pursuant to Section 3 of the Agreement, PAYMENT, LIVE NATION, shall pay to the VILLAGE fees according to the following terms:

A. Hourly Rates: Each Officer requested by LIVE NATION will be charged at an hourly rate of \$45.00 per hour. Overtime of an Officer's Assignment will be charged at an hourly rate of \$68.00. Sergeant Assignments are an hourly rate of \$57 per hour, with overtime set at \$86 per hour. All Traffic Control Officer's Assignments will be charged at an hourly rate of \$20.00. If the VILLAGE chooses to send additional Officers to the Facility, LIVE NATION agrees to pay the VILLAGE 50% of the hourly rates stated above and Traffic Control Officer hourly rates remain unchanged. Billing rates are inclusive of taxes, including, without limitation, social security, medicare and workers compensation.

B. LIVE NATION shall pay the VILLAGE for the actual and documented cost of repairing or replacing any damaged equipment (normal wear and tear excepted), such as traffic strobes, cones, and flares; provided that, LIVE NATION is the direct cause of any such damages.

C. If either Party believes that the purchase of additional equipment is necessary in order to adequately carry the duties of this Agreement, then that Party shall request approval of the purchase. No party given the right to approve or consent to any matter shall unreasonably withhold, condition or delay its approval or consent.

VILLAGE OF TINLEY PARK

LIVE NATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE
COMMITTEE OF THE WHOLE
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,
FOR THE REMAINDER CALENDAR YEAR 2020**

NOTICE IS HEREBY GIVEN that the **COMMITTEE OF THE WHOLE** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the remainder of calendar year 2020 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:00 PM** local time, on the following dates:

March 3, 2020

August 4, 2020

April 7, 2020

September 1, 2020

May 5, 2020

October 6, 2020

June 2, 2020

November 3, 2020

July 7, 2020

December 1, 2020

Board of Trustees
Village of Tinley Park, IL

By: Kristin A. Thirion
Village Clerk



Interoffice Memo

Date: February 18, 2020

To: Committee of the Whole
Dave Niemeyer, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: SIP Wine Bar Easement

Background

The project known as SIP Wine Bar located at 17424 Oak Park Avenue was approved by the Village Board on September 18, 2018. The project consists of a self-serve wine bar and restaurant that includes a full kitchen and food service. There will be indoor seating, a standing room only area and two (2) outdoor patios in the front and back. As a condition of approval, the applicant needed to extend a water line through the Village's public parking lot to connect to the existing water line on Hickory Street. Easements are needed by the Village to allow such water line on our property.

Discussion

The attached easement documents have been reviewed and approved by our Village Engineer.

Action

Staff is requesting action from the Committee of the Whole to place a Resolution on the Village Board agenda approving and accepting the plat of easements for public access to the private water main located within the Village's public parking lot located behind the properties 17424 & 6811 Hickory Street.

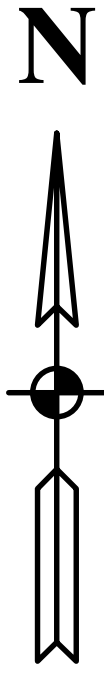
GRANT OF EASEMENT

FOR WATER MAIN

of

THAT PART OF LOT 1 BEING A STRIP OF LAND LYING 5.00 FEET ON BOTH SIDES OF A CENTER LINE DESCRIBED AS BEGINNING AT A POINT ON THE EASTERN MOST SOUTH LINE OF SAID LOT 1 A DISTANCE OF 144.00 FEET WEST OF THE EASTERN MOST SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY, TO A POINT 21.66 FEET NORTH (AS MEASURED PERPENDICULARLY) OF SAID EASTERN MOST SOUTH LINE OF LOT 1 AND 1.50 FEET WEST (AS MEASURED PERPENDICULARLY) OF THE NORTHERN MOST WEST LINE OF LOT 2; THENCE NORTHERLY ALONG A LINE 1.50 FEET WEST OF AND PARALLEL WITH SAID NORTHERN MOST WEST LINE OF LOT 2 A DISTANCE OF 73.26 FEET MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 1 AND THE POINT OF TERMINATION, SAID STRIP OF LAND BEING EXTENDED TO OR TRUNCATED BY SAID EASTERN MOST SOUTH LINE OF LOT 1 AND THE SOUTHERN MOST EAST LINE OF SAID LOT 1 AND EXTENDED TO OR TRUNCATED BY SAID NORTHERLY LINE OF LOT 1, ALL IN BANGING GAVEL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOTS A AND B IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1733429086, IN COOK COUNTY, ILLINOIS.

AFFECTS PINS: 28-30-314-039-0000
28-30-314-042-0000



40 0 40
SCALE 1" = 40'

Easement Provisions:

An easement is hereby reserved and granted for the benefit of Lot 4 in Village & Owners' Resubdivision, (PIN 28-30-314-048-0000), their successors and assigns, for the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate potable water transmission and distribution systems over, under, across, and along the surface of the property shown on the plat marked "HEREBY GRANTED", together with right of access across the property for necessary employees, contractors, sub-contractors and equipment to do any of the aforementioned operations.

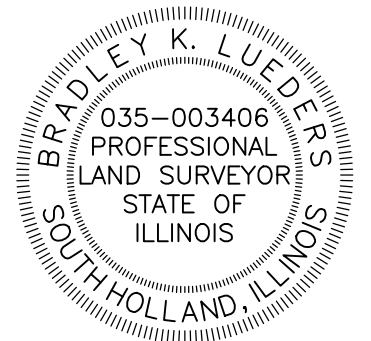
State of Illinois)
County of Cook) SS

I, BRADLEY K. LUEDERS, an Illinois Professional Land Surveyor, do hereby state that I have prepared the hereon drawn plat, for the purpose of granting an easement as described hereon for a water main.

Dated in South Holland, Illinois, February 6, 2020.

FOR REVIEW

License Number 035-003406
Expires November 30, 2020



State of _____)
County of _____) SS

The undersigned, VILLAGE OF TINLEY PARK, ILLINOIS, an Illinois municipal corporation, as titleholder to the property as described hereon, in the Village of Tinley Park, Illinois, does hereby certify that as such titleholder it has caused said property to be granted for an easement for water main as shown hereon..

Dated this _____ day of _____ A.D. 20____.

VILLAGE OF TINLEY PARK, ILLINOIS
16250 S. Oak Park Avenue
Tinley Park, Illinois

By: _____ Attest: _____
Mayor Village Clerk

State of _____)
County of _____) SS

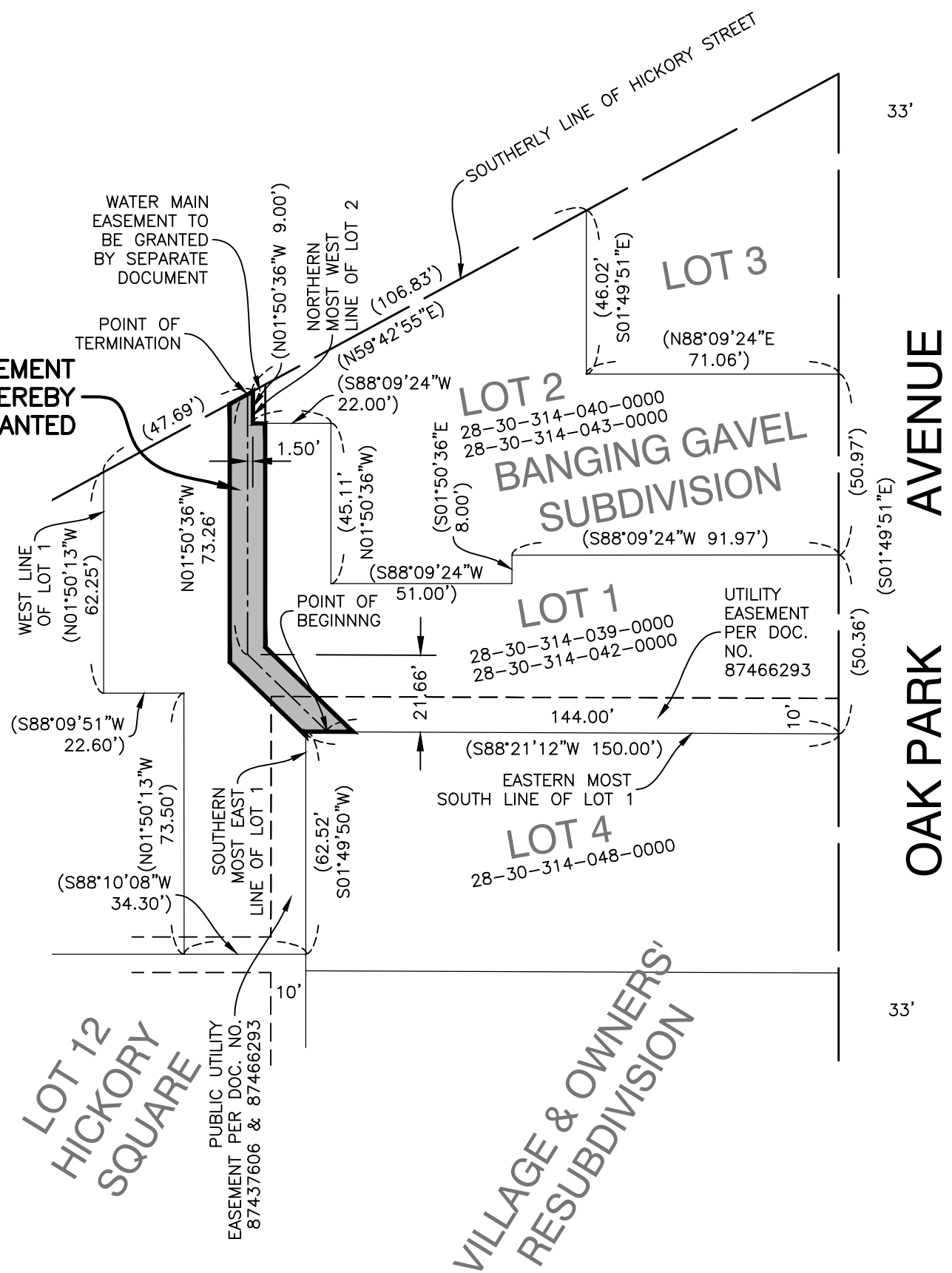
This instrument was acknowledged before me on the _____ day of _____ 20____.

Notary Public

My Commission Expires _____
DISCLAIMER:

Robinson Engineering, Ltd., and the employees do not warrant or guarantee the accuracy of the information relative to the ownership of the property covered by this instrument.

A thorough search of the title should be made prior to any reliance on the ownership indicated herein. Use of this instrument as evidence of title is done at the user's risk.



Approved by the PRESIDENT and the BOARD OF TRUSTEES of the VILLAGE OF

TINLEY PARK, ILLINOIS, at a meeting held this _____ day of

_____ of 20____.

By: _____
VILLAGE PRESIDENT

Attest: _____
VILLAGE CLERK

Do not fold original plat.

Upon recordation of this document, return signed original or copy thereof to the following:

Robinson Engineering, Ltd.
17000 South Park Avenue
South Holland, Illinois
(708) 331-6700

Attention: Survey Department

19-R0872 FKA 18-R0269-EASE-ADJACENT.DWG

ROBINSON ENGINEERING, LTD.		REVISIONS	
CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS		No.	Date
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473			
(708) 331-6700 FAX (708) 331-3826			
© COPYRIGHT 2020			
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.			
FOR:			
H & J HOLDINGS			
7551 WEST 175TH STREET			
TINLEY PARK, ILLINOIS 60477			
Drawn by:	B.K.L.	Date:	2-6-2020
Checked by:	R.E.G.	Scale:	1"=40'
Sheet	1 of 1	Project No.	19-R0872

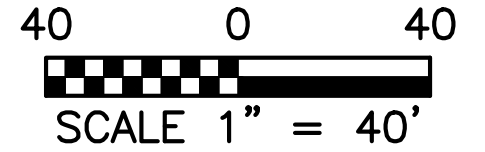
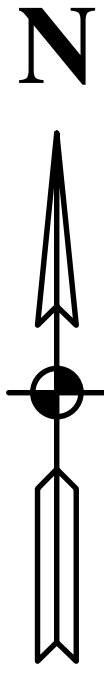
GRANT OF EASEMENT

FOR WATER MAIN

of

THAT PART OF LOT 2 LYING WEST OF A LINE 3.50 FEET EAST OF AND PARALLEL WITH THE NORTHERN MOST WEST LINE OF SAID LOT 2 IN BANGING GAVEL SUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOTS A AND B IN HICKORY SQUARE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1733429086, IN COOK COUNTY, ILLINOIS.

AFFECTS PINS: 28-30-314-040-0000
28-30-314-043-0000



Easement Provisions:

An easement is hereby reserved and granted for the benefit of Lot 4 in Village & Owners' Resubdivision, (PIN 28-30-314-048-0000), their successors and assigns, for the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate potable water transmission and distribution systems over, under, across, and along the surface of the property shown on the plat marked "HEREBY GRANTED", together with right of access across the property for necessary employees, contractors, sub-contractors and equipment to do any of the aforementioned operations.

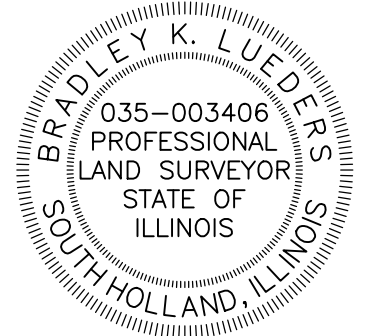
State of Illinois)
County of Cook) SS

I, BRADLEY K. LUEDERS, an Illinois Professional Land Surveyor, do hereby state that I have prepared the hereon drawn plat, for the purpose of granting an easement as described hereon for a water main.

Dated in South Holland, Illinois, February 6, 2020.

FOR REVIEW

License Number 035-003406
Expires November 30, 2020



State of _____)
County of _____) SS

The undersigned, BANGING GAVEL PROPERTIES, LLC, as titleholder to the property as described hereon, in the Village of Tinley Park, Illinois, does hereby certify that as such titleholder it has caused said property to be granted for an easement for water main as shown hereon..

Dated this _____ day of _____ A.D. 20____

By: _____ Attest: _____

State of _____)
County of _____) SS

This instrument was acknowledged before me on the _____ day of _____ 20____.

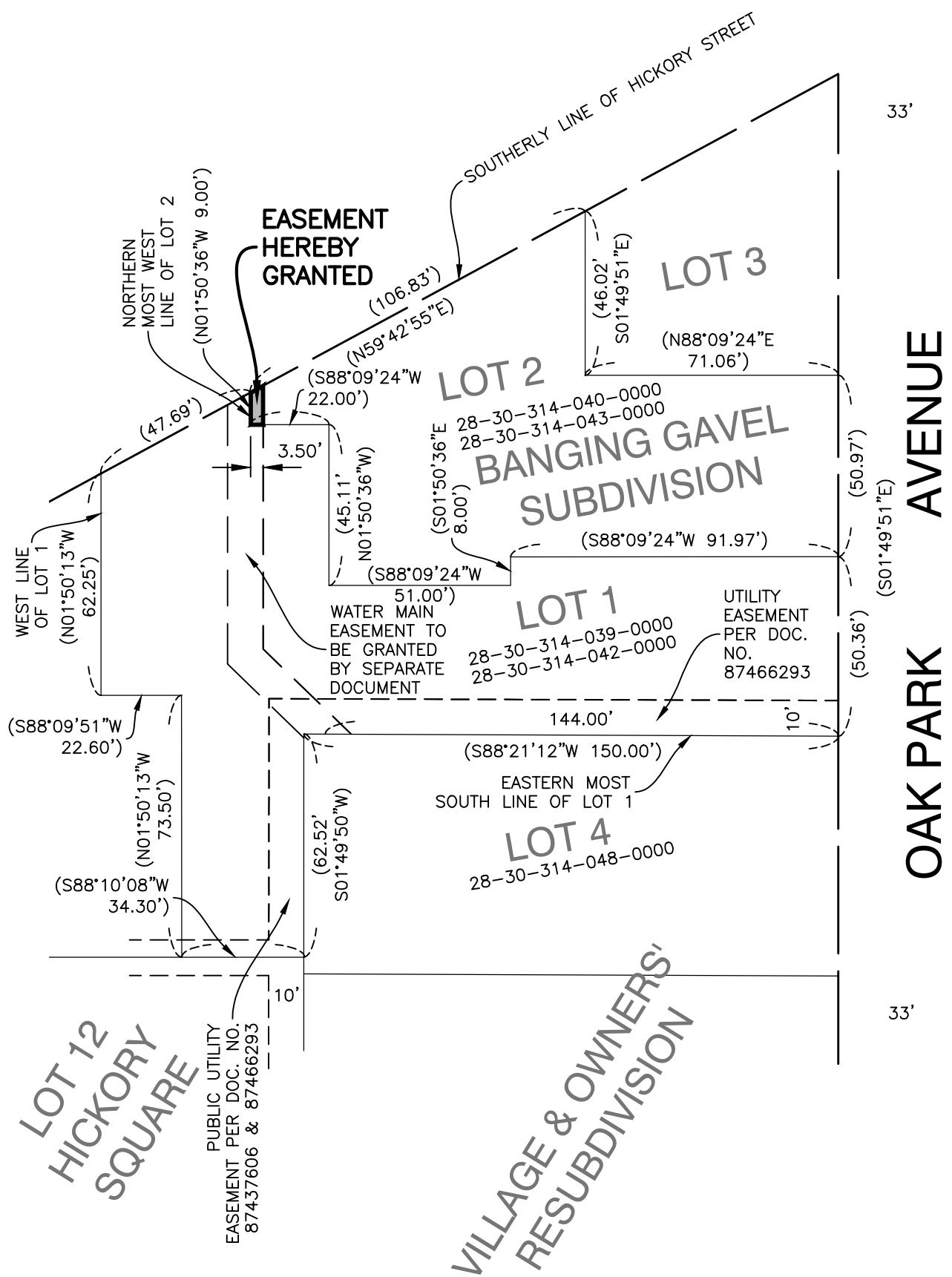
Notary Public

My Commission Expires

DISCLAIMER:

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Approved by the PRESIDENT and the BOARD OF TRUSTEES of the VILLAGE OF

TINLEY PARK, ILLINOIS, at a meeting held this _____ day of

_____ of 20____.

By: _____
VILLAGE PRESIDENT

Attest: _____
VILLAGE CLERK

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Attention: Survey Department

19-R0872 FKA 18-R0269-EASE-ADJACENT.DWG

ROBINSON ENGINEERING, LTD.		REVISIONS		
CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473 (708) 331-6700 FAX (708) 331-3826 © COPYRIGHT 2020 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.		No.	Date	Remarks
FOR: H & J HOLDINGS 7551 WEST 175TH STREET TINLEY PARK, ILLINOIS 60477				
Drawn by: B.K.L.	Date: 2-6-2020			
Checked by: R.E.G.	Scale: 1"=40'			
Sheet 1 of 1	Project No. 19-R0872			

**PUBLIC
COMMENT**

ADJOURNMENT